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# Account Agreement

Effective October 22, 2018

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PACIFIC PREMIER BANK®

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## ACCOUNT AGREEMENT

Welcome to Pacific Premier Bank. These terms, your signature card, privacy policy, account disclosures, fee schedule, rate and time deposit disclosures (if any), and the other information we provide to you when you open your account, represent our agreement with you and contain important information about your account. Please read them carefully. By signing our signature card, requesting an account, or maintaining an account, you acknowledge that you have reviewed, understand and agree to be governed by each, as amended by us from time to time. NOTE: IF A DISPUTE ARISES BETWEEN US, THIS AGREEMENT MAY REQUIRE THE DISPUTE TO BE RESOLVED THROUGH JUDICIAL REFERENCE, RATHER THAN BY JURY TRIAL. PLEASE READ THE "DISPUTE RESOLUTION" SECTION BEGINNING ON PAGE 13 FOR DETAILS.

**Terms.** In this agreement, the words "you" and "your" refer to the owners and authorized signers of an account; "we," "us" and "Bank" refer to Pacific Premier Bank. Our "business days" are Monday through Friday, excluding holidays. Unless otherwise specified, the times indicated in this agreement are Pacific Time.

**Our Relationship.** Unless otherwise expressly agreed in writing, our relationship with you will be that of debtor and creditor. That is, we owe you the amount of your deposit. No fiduciary, quasi-fiduciary or other special relationship exists between you and us. We owe you a duty of ordinary care. Any internal policies or procedures that we may maintain in excess of reasonable commercial standards and general banking usage are solely for our own benefit and shall not impose a higher standard of care than otherwise would apply in their absence. There are no third-party beneficiaries to this agreement. If you open a business account, you agree not to use it primarily for personal, family or household purposes.

**Identification.** To help the government fight the funding of terrorism and money laundering activities, federal law requires us to obtain, verify, and record information that identifies each person who opens an account. When you apply for 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.

## ACCOUNT OWNERSHIP TYPES

We offer the following account ownership types for individuals.

**Single/Individual Account.** A "single account" (aka "individual account") is an account in the name of one depositor only.

**Joint Account with Right of Survivorship.** A "joint account without right of survivorship" is an account in the name of two or more depositors and which contains no provision that the funds of a deceased depositor become the property of the surviving depositor or depositors. **Note:** This ownership type is offered only in certain states (e.g., Washington) and there are some states where it may not be offered.

**Agency Account.** An "agency account" is an account to which funds may be deposited and from which payments may be made by an agent designated by a depositor (e.g., designation by power-of-attorney). In the event there is more than one depositor named on an account, each depositor may designate the same or a different agent for the purpose of depositing to or making payments of funds from a depositor's account.

**Trust and P.O.D. Accounts.** A "trust account" or "P.O.D. account" is an account payable on request to a depositor during the depositor's lifetime, and upon the depositor's death to one or more designated beneficiaries, or which is payable to two or more depositors during their lifetimes, and upon the death of all depositors to one or more designated beneficiaries. The term "trust account" does not include deposits by trustees or other fiduciaries where the trust or fiduciary relationship is established other than by your contract of deposit with us (e.g., a written trust agreement).

In some states (e.g., California), we may offer additional ownership options, such as community property and tenancy in common accounts. You must designate the ownership type you wish to establish on your signature card.

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## DEPOSITS

**Source.** We may accept items payable to any of you for deposit to your account from any source without questioning the authority of the person making the deposit. We also may give cash back to any authorized account signer(s) or agent(s) in connection with items payable to any owner, whether or not the items have been endorsed by the owner. If you make a deposit or payment that is not accompanied by instructions indicating how or where it is to be credited, we may apply it at our discretion to any loan or deposit account any of you maintains with us.

**Endorsements.** We may add your endorsement and/or collect items deposited to your account without your endorsement. We also may require your personal endorsement prior to accepting an item for deposit. If you deposit an item that bears the endorsements of more than one person or persons who are not known to us, we may refuse the item, require all endorsers to be present, or require that the endorsements be guaranteed by another financial institution acceptable to us before we accept the item. You warrant that any third-party checks you deposit to your account will be endorsed or authorized for deposit by all payees.

**Items Sent For Collection.** We and other institutions may refuse to accept a check or other item for deposit or may accept it on a collection basis only. This sometimes occurs with foreign, questionable or damaged items. If we accept an item for collection, we will send it to the institution upon which it is drawn, but will not credit your account for the amount until we receive the funds from the other institution. If we elect to credit your account before then, we may charge the amount back against your account if we do not receive payment for any reason. 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 remitted). Other institutions that send or receive items for collection involving your account also may impose a fee for their services.

**Verification and Collection.** Any item that we cash or accept for deposit is subject to later verification and final payment. 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, even if you have already used the funds. All deposits, including cash deposits, are subject to later verification.

**Cashing Checks for Others.** You should not use your account to cash checks for others who are not well known to you. Although we may make funds provisionally available to you and may take steps to determine whether a check will be paid, you are responsible for any loss that occurs if the check is returned to us for any reason (e.g., because it is counterfeit). Our employees cannot promise that checks drawn on or issued by other institutions, including cashier's checks, will be paid.

**ACH Provisional Credits.** Credit for an automated clearing house ("ACH") transfer is provisional until final payment is received by the payee's financial institution. Until that happens, the party originating the transfer is not deemed 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 full amount without prior notice or demand.

**Notice of Incoming Transfers.** We are not required to give you a separate notice of our receipt of an ACH transfer. If we accept ACH credits to your account, you will receive notice of the credit on your next periodic statement. Although we may send notice of a non-ACH incoming funds transfer (e.g., a wire), we assume no obligation to do so. Transfers to your account will be reflected on your regular periodic statement. You also can contact your office of account during normal business hours to determine if a transfer has been credited to your account.

## FUNDS AVAILABILITY

**Your Ability to Withdraw Funds.** Our policy is to make funds from your cash and check deposits available to you on the first business day after the 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. Please keep in mind, however, that 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 and for any other problems involving your deposit.

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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 before 3:00 p.m. for deposits made at an automated teller machine, and 8 a.m. for deposits at a night depository), we will consider that day to be the day of your deposit. However, if you make a deposit after these hours or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

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

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

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

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

**Deposits at ATMs.** Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate will not be available until the fifth business day after the day of your deposit. This rule does not apply at ATMs that we own or operate. All ATMs that we own or operate are identified as our machines.

**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, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the eleventh business day after the day of your deposit.

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

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately, but delay your availability to withdraw a corresponding amount of

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funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

## INTEREST ON DEPOSITS

**Interest Rates.** Interest rates paid on our accounts are determined by our management, based on market conditions and other business factors. Except for time deposits (which earn the same interest rate through maturity), the interest rate and Annual Percentage Yield on deposits can change as often as daily, at our discretion, without prior notice to you. On tiered-rate accounts, the entire balance is subject to the interest rate for the balance tier of your end-of-day balance. For current rates, please call or visit one of our offices or contact us at (866) 353-1476.

The Annual Percentage Yield stated for time deposits that earn compounded interest (but which permit interest to be withdrawn prior to maturity) assumes that interest remains on deposit until maturity. A withdrawal of interest will reduce earnings.

**Interest Calculations.** Interest is calculated on an actual/365 day basis (366 days for leap years), except for certain public fund accounts where interest is calculated on an actual/360 day basis. Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

We use the daily-balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Payment of Interest.** Interest is paid at the end of each monthly statement cycle for interest-bearing checking and money market accounts, and at the end of each quarterly statement cycle for savings accounts. Upon request, however, we may pay interest monthly for some savings accounts. If you request that interest on your time deposit or IRA account be paid by check or transferred to another account, payment will occur on the first business day of each month. Otherwise, interest is credited at the end of each quarterly statement cycle, and when your account is closed. We compound interest daily on all interest-bearing accounts.

**Matured Time Deposits.** At maturity, certain time deposit accounts will automatically renew for a new term at the rate then in effect for accounts of the same type, amount and duration. You have a seven calendar day grace period after maturity during which a withdrawal can be made without penalty. We reserve the right to change the rate of interest for automatically renewable accounts at each renewal period. If we elect not to permit the renewal of an automatically renewable time deposit, we will notify you in advance. Unless specifically stated otherwise, any bonus or special promotion we are offering will not apply to automatically renewing time deposits. Time deposit accounts which do not automatically renew will stop earning interest at maturity.

**Early Withdrawals from Time Deposits.** Time deposit customers agree to keep funds on deposit for a fixed period of time. Unless otherwise provided, partial withdrawals are not permitted. If we permit an early withdrawal of principal from a time deposit, we may impose an early withdrawal penalty. Tax penalties also may apply to premature distributions from IRAs. Please see our fee schedule for additional information on early withdrawal penalties.

## WITHDRAWALS

**Authorized Signers.** Your signature card or other account opening record identifies who is authorized to make withdrawals, write checks, transfer funds, stop payments, obtain ancillary services (e.g., electronic fund transfer services or wire transfers), and otherwise give us instructions regarding your account. Although your card may indicate that more than one signature is required on checks and for the withdrawal or transfer of funds, that notation is principally for your own purposes. We do not assume a duty to enforce multiple signature requirements. As such, we assume no duty to confirm that two or more (or any combination) of authorized signers have approved any transaction. Unless we enter into a separate written agreement to the contrary, we may act upon the instructions of any one authorized signer. Although we may attempt on occasion to enforce the multiple signature requirement shown on your card (e.g., by refusing to permit a

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transaction by less than the stated number of authorized signers), we may cease doing so at any time and without prior notice to you. If we agree in writing to enforce a multiple signature requirement for check withdrawals, you agree to order checks that bear a legend above the signature lines that two signatures (or more, if applicable) are required.

We may pay any check that bears a signature or endorsement (including a facsimile signature) resembling an authorized signature on file with us. You agree that signatures by your authorized agents (e.g., persons acting under a power of attorney) are valid, even if the principal-agent relationship is not indicated on the check or instruction.

We may honor checks drawn against your account by authorized signers, even if the checks are made payable to them, to cash, or for deposit to their personal accounts. We have no duty to investigate or question withdrawals or the application of funds.

**Requirements.** We may refuse to pay any check that does not have the required number of signatures or that bears a signature that (in our opinion) does not satisfactorily compare with the specimen signature on file with us. All checks written on your account must be drawn in U.S. dollars. If your checks are presented for payment or acceptance on a weekend, a holiday, or after our processing cutoff hour, we may treat them as if we had received them on the next business day.

**Order of Payments.** This paragraph describes, generally, how we post transactions to accounts. Please note that this process may change from time to time, without prior notice to you. Our order of posting depends on a number of factors, including when a transaction occurs, whether it has already been approved by us or has become final, the order in which it presented, the amount, system availability, potential risk of loss to the Bank, and the type of transaction in question, among other variables. Usually, deposits are posted before debits. We typically reduce the available balance in your account for checks we receive during the day and post them against your account at night in order of amount (low-to-high). There are several exceptions to this, however. We also generally process previously authorized transactions (e.g., checks cashed at the Bank), ATM/debit card transactions, wires, transfers, Bank fees and ACH debits before we pay your checks. We always reserve the right to post transactions that are payable to us first, and we may post any transaction earlier or later in the process than indicated. As such, if you want to avoid an overdraft or the possibility of a rejected transaction, you should take steps to ensure that your account has sufficient funds to cover each of your transactions and our fees.

**Discrepancies.** If there is a discrepancy in a check you have written between the amount in numbers and the amount in words or embossed numbers, we may utilize either amount in paying the item or may dishonor the item, without liability.

**Limitations.** We may refuse or limit withdrawals from any office that is not your branch of account. We may (but are not obligated to) require suitable identification and/or presentation of account ownership records for any withdrawal or account closure. At our discretion, we may require all of your signatures for the withdrawal of funds and/or the closing of an account. We may require non-customers to present us with suitable identification, including valid photo identification and a fingerprint, in connection with the cashing of your checks at one of our offices.

Money market and savings accounts are subject to transaction limitations (see "Account Limitations"). Time deposits may be subject to penalties for early withdrawal. We may refuse to honor any transaction if the funds on deposit are insufficient or unavailable to cover the transaction or there is a dispute or question as to the ownership of account funds.

You may not use your account or any account-related service to conduct Internet gambling transactions or any activity that would violate applicable law.

**Non-Customer Check Cashing.** We may impose a charge on non-customers who cash your check at one of our offices. We also may require non-customers to present suitable identification, including a fingerprint, in connection with the transaction. If the person cashing a check fails to or refuses to satisfy our requirements, we may refuse to cash the check.

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**Advance Notice.** As required by federal law, we reserve the right to require seven days advance written notice of an intended transfer or withdrawal of funds from any savings account, money market deposit account, or interest-bearing checking account. We currently do not exercise this right and have not exercised it in the past.

**Cutoff Hour.** If we receive an item for payment on a weekend, a holiday or after 2:00 p.m. on a business day, we may treat it as if we had received it on the next business day.

**Electronic Presentment/Posting.** We may charge your account on the day that a check or other transaction is presented (or returned) to us directly or electronically for payment. We may charge your account or place a hold on funds at an earlier time if we receive notice that a check or other item deposited to your account is being returned, or if we receive notice that your check or electronic payment (e.g., at a point-of-sale) is being processed for collection. Please note: Some merchants may obtain authorizations in advance for point-of-sale transactions in an amount greater than the final transaction amount. You agree that we may place a hold on sufficient funds to cover the amount of the authorized transaction, pending its final settlement through the system, even if that amount exceeds the actual amount of the transaction. This could affect the balance available to cover other transactions.

## ACCOUNT LIMITATIONS

**Deposits.** 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 reserve the right to limit the amount of funds that may be maintained in an account.

**Cash Withdrawals.** Cash withdrawals or payments at any branch may be restricted due to the limited amount of currency on hand. If we do not have sufficient cash for a large withdrawal or payment, we may make arrangements for a later cash payment or offer to make payment with a Bank check. We assume no responsibility to provide personal protection for customers who elect to carry large sums of money off our premises.

**Money Market and Savings Accounts.** Transactions involving these accounts are limited by law. You may only make up to six withdrawals and/or transfers each monthly period by check (for accounts with check privileges), pre-authorized or automatic transfer (e.g., automatic payments to an insurance company), draft, point-of-sale debit card, telephone and/or online banking. If you exceed this limitation, we may refuse to honor the excessive transactions, remove your transfer privileges, close the account without prior notice, convert it to another type of account, and/or impose a fee for exceeding the limits (See our fee schedule). **Note:** Transactions are calculated based on your monthly statement cycle for money market accounts and as of each calendar month for savings accounts. Also, we count checks for purposes of the transaction limitation as of the date we post them to your account (not as of the date you write them). As such, a check you write against a money market account during one statement period may not be counted until a subsequent statement period.

This limit does not apply to withdrawals made in person, at an ATM, by mail, messenger, or telephone (via check mailed to you), or to transfers made to repay a loan with us. Nor is there any limit on the number of deposits that can be made to your account each month (e.g., in person or by preauthorized or automatic transfer). We may refuse or limit telephone and mail withdrawals, at our discretion.

**Time Deposits.** Unless our written agreement with you says otherwise, you do not have a right to make early or partial withdrawals from, or additional deposits to, an existing time deposit. Early withdrawals may be subject to a penalty.

## FEES

Our fee schedule describes the most frequently encountered fees associated with our accounts and services. Some services are negotiated separately and may be subject to other written agreements with us. Information on fees for services not covered by the schedule is available upon request. In addition to fees, you agree to pay for all taxes, tariffs and assessments levied or imposed by any government agency in connection with your account or account-related services (excluding any income tax payable by us).



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Monthly service charges are earned the first day of the statement period and collected on the last day of the statement period or the date the account is closed. Service charges are not prorated for partial months. Certain fees may change without specific notice to you. Account owners must promptly pay the fees and charges associated with their accounts and services, and are jointly and severally liable for such fees. We may deduct account fees automatically from your accounts.

## BUSINESS ACCOUNT ANALYSIS

Our account analysis service ("Service") allows you to offset most account and treasury management service charges with an "Earnings Credit" that is based on the balances you maintain with us.

**Earnings Credit.** We determine your Earnings Credit each month by (i) multiplying the Average Available Balance of your analyzed accounts (as shown on your analysis statement) by an Earnings Credit Rate, (ii) dividing that amount by 365, and then (iii) multiplying the result by the number of days in the month. We arrive at the Average Available Balance each month by multiplying the average daily collected balance of your analyzed accounts by 90%, excluding the balances of any interest-bearing accounts and accounts that serve as collateral or as a compensating balance on a Bank loan.

**Use of Earnings Credit.** Unlike interest, Earnings Credit is not paid to you and does not accumulate. Earnings Credit may only be used to offset charges that are subject to analysis and that are incurred during the month covered by analysis. Unless we agree otherwise in writing, excess Earnings Credit is not carried forward or backward to other billing periods.

If Earnings Credit is insufficient to cover service charges during any period, we may charge the difference to your account. If you have several analyzed accounts, you can designate which account should be charged. We may stop calculating Earnings Credit and applying it against service charges for any analyzed account that becomes dormant (i.e., has no deposits or withdrawals for 12 months). Your account officer can give you an estimate of the balances that may be needed to compensate for the type and volume of services that you use. The actual amount may vary, however, due to changes in the Earnings Credit Rate, service charges, the services used, or other aspects of analysis. We do not calculate an Earnings Credit for accounts that are not linked to the Service or allow Earnings Credit to offset charges against unanalyzed accounts.

**Analysis Rates and Charges.** The Earnings Credit Rate and account analysis charges are subject to change from time to time without prior notice. Current rate and service charge information is available from your account officer.

**Exceptions.** The analysis system may not always change simultaneously with changes in compensating balances, reserves or other factors. We reserve the right to input changes in our system as of the beginning or end of any statement or analysis cycle. As a result, some changes input at the end of a cycle may relate back to the entire cycle.

**Third-Party Funds.** If you deposit funds that belong to others ("beneficial owners") in an analyzed account, you represent to us that: (a) you are authorized by the beneficial owners to benefit from the use of any associated Earnings Credit, and (b) your use of the Earnings Credit will not violate any agreement, law or regulation. You also agree to indemnify, defend and hold us harmless from and against all claims, actions, proceedings, losses, costs (including attorney fees and other charges), liabilities and/or damages that arise from your use of the Service or the manner in which you compensate or charge beneficial owners for your use of our services. This provision shall survive the termination of this agreement.

**Limitation of Liability.** We will not be liable under any circumstances for special, indirect or consequential damages related to our Service actions or omissions. In no event will our liability exceed the amount of any Earnings Credit which we fail to apply against a service charge. You agree to review account notices and statements immediately upon receipt and to send us a written notice of any problem within a reasonable time (not to exceed 14 days from the date you receive the first notice or statement reflecting the problem).

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## ELECTRONIC FUND TRANSFERS

The following terms apply to electronic fund transfers governed by the Electronic Fund Transfer Act (e.g., consumer ATM, point-of-sale and ACH transfers). It also applies to ATM and Visa® Debit cards (each a “Card”) issued for business and other non-personal accounts. Any authorized signer on an account may apply for electronic fund transfer services on behalf of all authorized signers. Once an electronic fund transfer service is established, any authorized signer on your account may act alone in conducting electronic fund transactions, regardless of the number of required signers indicated on the account’s signature card.

**Electronic Check Conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.

**Automated Teller Machine (“ATM”) Card/Debit Card.** You can perform the following transactions with your Card, depending on the accounts and services associated with your Card:

- Withdraw cash from your checking or savings account;
- Make deposits to your checking or savings account at one of our ATMs;
- Transfer funds between your checking and savings accounts;
- Pay for purchases at places that honor the Card; and
- Obtain account balance information.\*

Some of these services may not be available at all terminals, and all deposits and payments are subject to later verification by us. If you have more than one account with us, some of these services may not be available for each account. For example, point-of-sale (“POS”) payments cannot be made to merchants from savings accounts or money market accounts.

Your Card cannot be used to transfer money into or out of your account without a personal identification number (“PIN”) at ATMs and most POS terminals. You may be asked to sign a sales slip or provide identification, rather than enter your PIN, for certain Debit Card transactions. At some merchants, such as gas stations, you may not be required to sign your name or enter your PIN for a Debit Card purchase; however, you may be required to enter your ZIP code or another identifier. If you decide you do not want to use your Card, destroy it at once by cutting it in half and notify us in writing.

**Transaction Holds.** When you use your Card to pay for goods or services, certain merchants may ask us to authorize the transaction in advance and may estimate its final value. When we authorize the transaction, we commit to make the requested funds available when the transaction finally settles and may place a temporary hold on your account for the amount indicated by the merchant. 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. We will only charge your account for the final amount of the transaction, however, and we will release any excess amount when the transaction settles.

**ATM Safety.** You agree to exercise discretion when using ATMs. If there are any suspicious circumstances, do not use the ATM. If you notice anything suspicious while transacting business at the ATM, cancel the transaction, pocket your Card and leave. Be careful when using the ATM and be aware of the surroundings, especially at night or in isolated areas. Park near the ATM in a well-lighted area. At night, have someone accompany you when possible. Do not approach a dark ATM. Do not accept assistance from anyone while using the ATM. Don’t display your cash; pocket it and count it later in the safety of your office or home. Be sure to save your transaction slips. Check them against your statements regularly. Prepare deposits at home to minimize your time at the ATM. Make sure you safeguard your PIN — do not write it on your Card or carry it in your wallet or purse. Always secure your Card just like you would your cash, checks and credit cards. Report all crimes to the ATM operator and local law enforcement officials immediately. **We do not guarantee your safety while using the ATM.**

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\* Balance information may not reflect recent transactions, and may include funds that are not available for immediate withdrawal.

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**Card and PIN Security.** You agree not to disclose or otherwise make your Card or PIN available to others without our prior written consent. For security reasons, you agree not to write your PIN on your Card or keep it in the same location as your Card. You agree to return your Cards to us upon our request.

We utilize the Verified by Visa® service to provide you with a way of increasing security when making online purchases at participating merchants with your registered card. If you do not register for participation in Verified by Visa®, you may not be able to use your Visa® Debit Card for certain online purchases.

**Refunds on Purchases.** Cash refunds will not be made to you for purchases made with your Debit Card. If a merchant gives you a credit for merchandise returns or adjustments, it may do so by processing a credit adjustment, which we will apply as a credit to the account from which the original funds were debited.

**Mobile Wallet Payment Platforms.** We participate in the Apple Pay®, Android Pay®, and Samsung Pay® mobile wallet payment platforms. In order to obtain these services, you must enroll for the service with the platform provider. You agree that Apple Inc. (“Apple”), Google Payment Corp. (“Google”), and Samsung Electronics Co., Ltd. (“Samsung”), respectively, are the exclusive providers of these services and that their actions and omissions in connection with Apple Pay, Android Pay, or Samsung Pay are made as your agent and not as an agent of the bank. We are not responsible for the confidentiality of information you provide to Apple, Google, or Samsung in connection with these services. We make no endorsement and give no warranty regarding these service providers or their services. We reserve the right to determine which Cards and accounts may be accessed through Apple Pay, Android Pay or Samsung Pay, and may suspend or cancel your ability to access accounts through these services at any time, with or without cause.

Apple Pay, Android Pay, and Samsung Pay may store your Card information or a virtual representation of your Card, and you should protect your mobile device as you would protect your physical Card. Providing your device passcode to a third-party or allowing a third-party to add his or her fingerprint to use TouchID®, TouchWiz®, or similar access mechanism may result in the third-party having the ability to make payments on your device. You are responsible for maintaining the security on your device and your service passcode. You agree to notify us immediately if the device you use for the Apple Pay, Android Pay, or Samsung Pay service is lost or stolen, or if you believe its security has been compromised.

**Foreign Transactions.** If you 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. Visa currently uses a conversion rate that is either: (a) selected from a range of rates available in the wholesale currency markets on or one day prior to its central or transaction processing date (note: this rate may be different from the rate the association itself receives), or (b) the government-mandated rate. The conversion rate may be different from the rate in effect on the date of your transaction and the date it is posted to your account. We may impose a charge equal to 1% of the transaction amount (including credits and reversals) for each transaction that you conduct outside the United States or in a foreign currency.

**Telephone Banking Service.** You can use this service by calling (800) 585-5933 to transfer funds between your designated accounts with us, to obtain account information, and to pay your loan with us from your deposit account.

**Personal Identification Number.** We will provide you with a personal identification number (“PIN”) in order for you to access this service and provide us with instructions. You agree not to disclose your PIN to others and to safeguard its confidentiality.

**Transfers.** We will transfer funds between your Bank accounts that have been tied to the service. Transfers cannot be made from time deposits. If we receive your transfer instruction prior to our daily cutoff hour, we will make the funds available for use or withdrawal at the opening of our next business day.

**Account Information.** You can obtain information regarding your Bank accounts that are tied to this service. Please note that balance information may not reflect recent transactions, and may include funds that are not available for immediate withdrawal. The balance information feature is not subject to the error resolution or liability sections set forth below.

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**Cutoff Hour.** We will act upon instructions received prior to 4:00 p.m. on any business day. If we receive a transfer or payment instruction after the cutoff hour or on a non-business day, it may not be processed until the next business day.

**Preauthorized/Automatic Transfers.** Preauthorized electronic fund transfers may be made to your account from a third-party (e.g., Social Security, a pension fund or your employer) or from your account to a third-party (e.g., recurring mortgage or insurance payments through the Automated Clearing House). Preauthorized transfers do not include: (a) transactions initiated by check, draft or similar paper instrument, (b) transfers to or from business or other non-personal accounts, (c) individual transfers we initiate under an agreement with you, but without your specific request (e.g., automatic savings and automatic loan payments to us from your account), or (d) transfers initiated by telephone. **Note:** If federal recurring or other electronic payments are made into your account, the payments may be affected by a change in account status or transfer (e.g., to another office). If you plan to transfer your account or change its status, please speak with us in advance about the impact the change may have on your electronic fund transfer services.

**Limitations.** Certain transaction limitations are imposed on money market and savings accounts (See "Account Limitations"). You may withdraw a total of \$300 per day from ATMs with your ATM Card or a total of \$500 per day from ATMs with your Debit Card. You may also use your Debit Card to purchase up to \$2,500 per day in goods or services at point-of-sale terminals if your Debit Card is linked to a consumer checking account. If your Debit Card is linked to a business checking account, you may use your Debit Card to purchase up to \$3,500 per day in goods or services at point-of-sale terminals unless we tell you otherwise. For security reasons, there may be times when we further limit these amounts. Different limitations may apply at terminals that are not owned and operated by us. You may not use your Card or account for any unlawful purpose or to conduct Internet gambling transactions.

#### **Record of Your Transactions**

**Receipts.** You can get a receipt at the time you make any transfer to or from your account using one of our ATMs or a POS terminal; however, receipts for transactions of \$15 or less may not always be available. All ATM transactions are subject to later verification by us.

**Preauthorized Credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at (866) 353-1476 to find out whether or not the deposit has been made.

**Account Statements.** You will get a monthly account statement unless the account is a time deposit or there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

**Varying Preauthorized Transfers.** If you have arranged in advance to make regular payments out of your account and they may vary in amount, the person you are going to pay will tell you 10 days before each payment when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.

**Our Liability for Failing to Make Transfers.** If we do not complete an electronic fund transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. There are some exceptions, however. We will not be liable, for instance, if:

- Through no fault of ours, you do not have enough available funds in your account to make the transfer;
- The transfer would exceed any permitted overdraft line you have with us;
- Circumstances beyond our control (such as fire, flood, water damage, power failure, strike, labor dispute, computer breakdown, telephone line disruption or a natural disaster) or a rolling blackout prevent or delay the transfer despite reasonable precautions taken by us;
- The system, ATM or POS terminal was not working properly and you knew about the problem when you started the transaction;

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- The funds in your account are subject to legal process, an uncollected funds hold or are otherwise not available for withdrawal;
  - The information supplied by you or a third-party is incorrect, incomplete, ambiguous or untimely;
  - We have reason to believe the transaction may not be authorized by you; or
  - The transaction cannot be completed because your Card is damaged.

There may be other exceptions stated in our agreement with you.

**Your Liability for Unauthorized Electronic Fund Transfers.** Tell us AT ONCE if you believe your Card or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two business days after you learn of the loss or theft of your Card or PIN, you can lose no more than \$50 if someone used your Card or PIN without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your Card or PIN, and we can prove we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500.

Note: Under the Visa Rules, you will not be liable for the \$50 or \$500 amounts described above for transactions conducted with a Visa Debit Card, provided you were not grossly negligent or fraudulent in the handling of your Card or account and you notify us within a reasonable time of becoming aware of any loss or theft.

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

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

**Business and Other Non-Personal Accounts.** The provisions in this Electronic Fund Transfers section dealing with “Our Liability for Failing to Make Transfers,” “Your Liability for Unauthorized Electronic Fund Transfers,” and “In Case of Errors or Questions About Your Electronic Fund Transfers” (and related provisions on the back of periodic statements) do not apply to business or other non-personal accounts. You should notify us immediately if you discover any unauthorized transactions or errors involving your Card or account. You must send us a written notice of the problem within a reasonable time, not to exceed 14 days from the date of discovery or your receipt of the first statement or notice reflecting the problem, whichever occurs first.

You are liable for all unauthorized transactions made with your Card or the PIN associated with your Card that occur prior to the time you notify us to cancel your Card, that an unauthorized transaction has taken place, or that your Card or PIN has been lost or stolen. There is one exception to this liability: Under the Visa Rules, you will not be liable for unauthorized transactions conducted with a Visa Debit Card, provided you were not grossly negligent or fraudulent in the handling of your Card or account and you notify us within a reasonable time of becoming aware of any loss or theft. This exception does not apply to Visa Corporate Cards or Visa Purchasing Cards. It is important that you review your statements closely, however. If your statement shows transactions you did not make, contact us at once. If you fail to notify us of unauthorized transactions within 60 days after the first statement or report showing unauthorized activity was sent or made available to you, you will be liable for unauthorized transactions that occur after the 60-day period.

Business Card transactions are not considered unauthorized if they are made by a business co-owner or any other person with an interest in or authority to transact business on your account, even if the person exceeds any authority given by you.

**How to Stop Preauthorized Transfers From Your Account.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments by writing to us at Pacific Premier Bank, P.O. Box 25171, Santa Ana, CA 92799-9810, Attn: Central Operations, or by calling us at (866) 353-1476.

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We must receive your request at least three business days before the payment is scheduled to be made. (Note: If you fail to give us your request at least three business days prior to a transfer, we may attempt, at our sole discretion, to stop the payment. We assume no responsibility for our failure or refusal to do so, however, even if we accept the request for processing.) If you call, we may require you to put your request in writing and to provide us with a copy of your notice to the payee, revoking the payee's authority to originate debits to your account, within 14 days after you call. If we do not receive the written confirmation within 14 days, we may honor subsequent debits to your account. For individual payments, your request should specify the exact amount (dollars and cents) of the transfer you want to stop, the date of the transfer, and the identity of the payee. Unless you tell us that all future transfers to a specific recipient are to be stopped, we may treat your stop payment order as a request concerning the one transfer only. If you order us to stop one of these payments at least three business days before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

**Lost or Stolen Card/PIN or Unauthorized Transaction.** If you believe your Card or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call us at the number or write us at the address described in the preceding section. You should also call the number or write to the address if you believe a transfer has been made using the information from your check without your permission.

**In Case of Errors or Questions About Your Electronic Transfers.** Call us at the number or write us at the address described above as soon as you can if you think your statement or receipt is wrong or if you need more information about an electronic transaction. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

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

In addition, it would be helpful if you provided us with any supporting documentation related to the error.

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

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days in some cases for Visa Debit Card transactions) for the amount you think is in error, so that you will have the use of the money during the time that it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

**Fees.** See our current fee schedule for charges related to electronic fund transfer services. If you conduct a transaction at an ATM that is not operated by us, the operator of the ATM or any network utilized to effect the transaction may impose a fee.

**Business Days.** Our business days are Monday through Friday, excluding holidays.

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**Release of Account Information.** We may release information regarding your account and the transactions you perform. Please see our Privacy Policy for additional details.

**Change in Terms/Termination of Service.** We may add to, delete or amend the terms or terminate your use of our electronic fund transfer services at any time, with or without cause and without affecting your outstanding obligations under this agreement. We may terminate or suspend your electronic fund transfer service immediately if: any of you breach this or any other agreement with us; we have reason to believe that there has been or may be an unauthorized use of your account, Card or PIN; there are conflicting claims to the funds in your account; or any of you requests that we do so. If you ask us to terminate your account or the use of any Card, you will remain liable for subsequent transactions performed by you or any authorized user.

## DISPUTE RESOLUTION

If a dispute involving \$50,000 or more (including all claims of all parties) arises between us with respect to the account, this agreement, its enforcement or our account services, either of us may require that it be resolved by judicial reference in a California Superior Court in accordance with California Code of Civil Procedure, Sections 638, et seq. The referee shall be a retired judge, agreed upon by the parties or appointed by the court. The costs of the reference procedure, including (among other costs) fees for the referee and the court reporter, shall be paid equally by all parties as the costs are incurred. The referee shall hear and decide all pre-trial and post-trial matters, including requests for monetary damages and equitable relief, prepare an award with written findings of fact and conclusions of law, and apportion costs between the parties as appropriate. Judgment upon the award shall be entered in the court in which such proceeding was commenced and all parties shall have full rights of appeal.

This provision will not be deemed to limit or constrain either party's right to exercise self-help remedies such as set off, to obtain provisional or ancillary remedies such as injunctive relief or the appointment of a receiver, to interplead funds in the event of a dispute, to exercise any right or remedy as a secured party against any collateral pursuant to the terms of a security agreement, or to comply with legal process involving accounts or other property. Venue for any action brought in accordance with this provision shall be in State of California.

## ADDITIONAL TERMS AND CONDITIONS

**Adjustments.** 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.

**Amendments/Changes in Account Terms.** We may add to, delete or change the terms of our agreement with you at any time by mailing, e-mailing or delivering a notice, a statement message or an amended agreement to any of you at the last address (location or e-mail) on file for you, your account, or the service in question. Unless otherwise required by law, we may amend the agreement without prior notice (e.g., by posting the information in our offices, on our/your web site, or otherwise making it available to you).

We may substitute similar services or discontinue currently offered services for certain accounts by giving you prior notice. We do not have to notify you, however, 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.

**California Law.** To the extent this agreement is subject to the laws of any state, it will be subject to the law of the State of California, without regard to its conflict of law provisions. 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 agreement and the Rules, the terms of this agreement shall supersede the Rules, unless otherwise provided in the Rules.

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**Changes in Account Ownership, Address and Authorized Signers.** You agree to notify us immediately in writing of any change in your name, address, email address, business capacity (e.g., sole proprietor to corporation), or the authorized signers on your account. We may require a new signature card or other documentation before giving effect to any change in ownership or authorized signers. We may rely on our account records to determine the ownership of your account.

If the authorized persons on your account change, we may continue to honor items and instructions given earlier by any previously authorized person(s) until we receive specific notice from you in writing not to do so (Note: A new or updated signature card, by itself, does not constitute notice to terminate any pre-existing payment or transfer plan). In some instances we may require you to close your account or provide us with stop payment orders in order to prevent transactions from occurring. There may be a delay in implementing a change in the authorized persons on our records, and you agree that we will be given a reasonable opportunity to make the changes necessary.

**Checks.** Check prices vary according to the types of checks you select. You can obtain information on the current price of checks by contacting your office of account. Check charges may vary from time to time without specific notice to you. You are responsible for verifying the accuracy of all information shown on your checks and deposit tickets. If you find an error, please notify us immediately. We are not liable for losses resulting from incorrectly printed checks or deposit tickets.

If you arrange for the printing of your own checks, the form, encoding and format of the checks must follow our check specification requirements and be approved by us in advance. The name(s) printed on your checks must agree with the name(s) on our account records. If you do not purchase your checks through us, we may charge a fee for each check that is rejected during processing due to poor print quality, or if it fails to meet our specifications. You agree not to issue checks with features or marks that obscure, alter or impair information on the front or back of a check or that otherwise prevents us or another bank from capturing such information during automated check processing.

We make checks available that include fraud prevention features. If you choose not to use them or other checks that include fraud prevention features, you agree to assume a heightened degree of care for safeguarding your checks, and for reviewing all returned checks and statements as soon as you receive them.

You agree to safeguard your blank and canceled checks, and to take reasonable steps to prevent their unauthorized use. If you are a business, you should store them under dual control in a secure, locked location that is accessible only to authorized personnel. If your checks are lost or stolen, you agree to notify us immediately. For security reasons, we reserve the right to close your account and transfer the balance to a new account. If we do, all checks written but not yet paid may be returned to payees as "Account Closed" or "Refer to Maker." You will be responsible for issuing any replacement checks.

**Checks Bearing Notations.** Although we are not obligated to, we may pay or accept checks and other items bearing restrictions or notations (e.g., "Void after 6 months," "Two Signatures Required," "Void over \$50.00," "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.

**Check Endorsement.** Federal regulations provide that the top 1-1/2 inches on the back of a check (when read vertically from the trailing edge) is designated for your endorsement as payee. If you endorse a check in the area outside of the endorsement area, mark or otherwise obscure the other area, or make an endorsement which is illegible or incomplete, you agree to hold us harmless from any loss, delay, liability, claim, or damage which occurs as a result.

**Check Images.** Images of your paid checks will be sent or made available to you each month with your account statements. Your original checks may be destroyed shortly after we process the checks, but we will maintain an image of each check for several years. You can obtain copies of your checks by sending



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us a written request with the following information: your name, account number, check number, the amount of the check, and (if known) the date the check was paid. There is no charge for the first three items per statement that we copy for you. After that, we will charge your account a fee for each copy (including the front and back of the check). We will not be responsible for any indirect, special or consequential damages under any circumstances for our inability to provide copies of checks. Our liability, if any, will not exceed the face amount of the check in question, and you must provide us with reasonable proof of any loss.

**Check Processing Cutoff Hour.** If we receive an item for payment on a weekend, a holiday or after 2:00 p.m. on a business day, we may treat it as if we had received it on the next business day. Our processing cutoff hour with respect to any knowledge, notice, stop payment or postdated check order, 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 state law to pay or return certain checks that have been received (but not finally paid) by us on the previous business day.

**Check Signature Verification.** We may process certain checks mechanically, based on the information encoded on the items. This means that 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, you understand that reasonable commercial standards do not require us to do so.

**Compliance.** 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 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 Demands/Disputes.** If there is any uncertainty regarding the ownership of an account or its funds, there are conflicting demands over its ownership or control, we are unable to determine any person's authority to give us instructions, we are requested by Adult Protective Services or any similar state or local agency to freeze the account or reject a transaction due to the suspected financial abuse of an elder or dependent adult, or we believe a transaction may be fraudulent or may violate any law, we may, at our sole discretion: (1) freeze the account and refuse transactions until we receive written proof (in form and substance satisfactory to us) of each person's right and authority over the account and its funds; (2) refuse transactions and return checks, marked "Refer to Maker" (or similar language); (3) require the signatures of all authorized signers for the withdrawal of funds, the closing of an account, or any change in the account regardless of the number of authorized signers on the account; (4) request instructions from a court of competent jurisdiction at your expense regarding the account or transaction; and/or (5) continue to honor checks and other instructions given to us by persons who appear as authorized signers according to our records. The existence of the rights set forth above shall not impose an obligation on us to assert such rights or to deny a transaction.

**Consent For Us to Contact You.** You agree that we or our agents may contact you at any telephone number you provide to us, including any cell phone number. You authorize us to send text messages and make prerecorded or autodialed calls to any number(s) you provide. Your service provider may impose a charge for those calls/messages.

**Consent to Gather Information.** You authorize us to obtain information from time to time regarding your credit history from credit reporting agencies and other third-parties. You authorize us to obtain address information from the California Department of Motor Vehicles or any other government agency. As such, you waive your rights under California Vehicle Code §1808.21 (or equivalent).

**Cutoff Hours.** Instructions received by us on a weekend, holiday or after our cutoff hour on a business day may be treated and acted upon by us as if received on the next business day.

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**Death or Adjudication of Incompetence.** You agree to notify us immediately of the death or court-declared incompetence of any owner, authorized signer or designated beneficiary on your account. We may disregard any notice of incompetence unless the person in question has been declared incompetent by a court of appropriate jurisdiction and we receive written notice and instructions from the court regarding the account. We also may freeze, offset, refuse and/or reverse deposits and transactions (e.g., governmental or retirement benefit payments payable to the deceased) if an owner dies or is adjudicated incompetent. If we are obligated to return funds removed from the account following the death or incompetence of any owner, the other owners agree to reimburse us for the amount.

If your account ownership records indicate that the account is held in “joint tenancy,” upon the death of any owner, the deceased owner’s share passes automatically to the surviving owner(s) unless there is clear and convincing evidence of a different intent on the signature card. If the account is held as “tenants in common,” a deceased owner’s share passes to the estate or other legal representative of the deceased tenant. If the account is held by a husband and wife or by registered domestic partners as “community property,” ownership of the account will be determined by community property law and may be affected by a will. “Pay On Death” and Totten Trust (“In trust for”) accounts pass automatically (and in equal shares unless otherwise indicated in our records) to the named beneficiaries who survive the last surviving owner.

If we have any question as to the ownership of funds or the amount of funds that belong to any person upon the death of an owner, we may freeze all or part of the account, pending receipt of proof (satisfactory to us) of each person’s right to the funds.

**Deposit Insurance.** Your accounts with us are insured to the regulatory limits by the Federal Deposit Insurance Corporation (FDIC). For further information regarding insurance of accounts, you may write to the FDIC at 550 17th Street, N.W., Washington, D.C. 20429, telephone the FDIC’s toll-free consumer hotline at (877) 275-3342, or visit its website at [www.fdic.gov](http://www.fdic.gov).

**Facsimile Signatures.** You agree not to use facsimile signatures on checks unless we receive representative samples and approve their use. We may refuse to accept or may pay items bearing facsimile signatures. You agree to assume full responsibility for any and all payments made by us in reliance upon signatures that resemble the actual or facsimile signature(s) (without regard to variation in color or size) that any of you provide to us in connection with your accounts or services. You authorize us to pay any check that appears to bear your authorized facsimile signature, without further inquiry. You agree to indemnify, defend and hold us harmless from any and all actions, claims, losses, damages, liabilities and expenses (including attorney’s 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).

**Fax Instructions/Voicemail/Email.** We may, but are not required to, act upon instructions received by fax transmission, voicemail or email. We may not review your message until the business day after its receipt. As such, it may not be appropriate to use these methods of communication if you need to reach us with time-sensitive information.

**Financial Statements.** You will provide us with a current financial statement upon request.

**Force Majeure.** We shall not be liable for any loss, expense, failure to perform, or delay caused by failure of communication systems, accidents, strikes, fire, flood, war, riot, civil strife, terrorist attack, earthquake, power outage, funds transfer system or government rules, acts of third-parties, or any cause that is beyond our reasonable control.

**Inactive Accounts.** For security reasons, we may refuse a withdrawal or transfer from accounts we internally classify as dormant if we cannot reach you in a timely fashion to confirm the transaction’s authorization. Service charges for “inactive accounts” are the same as service charges for active accounts. Charges are not reimbursed for inactive accounts that are later reclassified as “active.”

We may transfer (escheat) your property to the appropriate state 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. We may

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impose a fee for sending a dormant account notice to you prior to transferring the funds to the state. If funds are transferred to the state, you may file a claim with the state to recover the funds.

**Indemnification.** Except as otherwise set forth in this agreement, you agree to indemnify, defend and hold us harmless from all claims, actions, proceedings, fines, costs and expenses (including, without limitation, attorney fees) related to or arising out of: (a) your actions or omissions in connection with your accounts or our services, or (b) our actions or omissions, provided that they are taken/omitted in accordance with this agreement or your instructions. This provision shall survive the termination of this agreement.

**Legal Process.** We may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant or other legal process which we believe (correctly or otherwise) to be valid. 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 to your account, in addition to our minimum legal process fee. You agree to reimburse us for any cost or expense, including attorney fees, which we incur in responding to legal process related to your accounts.

You agree that we may honor legal process that is served personally, by mail, email or facsimile transmission at any of our offices (including locations other than where the funds, records or property sought is held), even if the law requires personal delivery at the office where your account or records are maintained or at another office designated by us for that purpose. 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 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 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 accrues.

**New Account Verification.** We may use a third-party service to verify and obtain information regarding your previous banking relationships. We may also report the status, history and/or closure of your account to such third-party services.

**Other Agreements.** You may have another agreement with us which, by its terms, supersedes this agreement in whole or in part. For example, if you are a governmental unit or a business customer, certain provisions of your other agreements with us (e.g., involving treasury management services) may supersede some of the terms of this agreement, to the extent that they are inconsistent.

**Overdrafts.** If you do not have sufficient available funds on deposit to cover the amount of a check or other transaction (e.g., in-person withdrawal, automatic payment, or other electronic transaction), we may return the check or reject the transaction without payment. We may elect, however, in our sole discretion to create an overdraft by paying the check or permitting the transaction. Note: if you make a deposit on the same day that an item, service charge or transaction creates an overdraft (a "temporary or "intra-day overdraft"), we may charge the fee for the overdraft since the covering deposit may not be posted until the end of the business day. In some cases (e.g., deposits received after our processing cutoff hour), the deposit may not be deemed received until the next business day. We also may impose a fee for overdrafts created by fees or deposited items that are returned. See our fee schedule for further information. Note: We do not impose an overdraft fee for consumer ATM transactions or everyday (that is, non-recurring) Debit Card transactions.

If you maintain a savings account with us, you may be able to link that account so that funds are automatically transferred to cover overdrafts against your checking account. Alternatively, we offer a line of credit that can be linked to your checking account and used to cover overdrafts up to your credit limit. Please note that our line of credit product requires credit approval. If you would like more information or wish to apply for either of these services, please visit one of our branch offices or contact us at (866) 353-1476.

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If we permit an overdraft or otherwise allow your account balance to drop below zero, you agree to pay the amount of the overdraft promptly, without notice or demand from us. You agree that we may use subsequent deposits and other credits to the account, including without limitation deposits of government, welfare, retirement and Social Security benefits, to cover any overdraft existing in your account, to the fullest extent permitted by law.

Each account owner is jointly and severally responsible for paying any overdrafts created by any authorized signer(s) or party to the account, whether or not the owner participates in the transaction or benefits from its proceeds.

Our payment of any checks or allowance of transactions that create overdrafts in no way obligates us to continue that practice at a later time. We may discontinue permitting overdrafts without cause or notice to you. We discourage the practice of overdrawing accounts.

**“Pay-on-Death” Accounts.** This type of account passes to the designated beneficiaries on the death of an owner (or all of the owners if this is a joint account). During their lifetime, the owner(s) may exercise full control over the account and may make deposits to and withdrawals from the account. Upon the death of the last surviving owner, the account funds pass to the surviving beneficiaries. If there is more than one surviving beneficiary, each will receive an equal share of the funds, unless we have been instructed otherwise by the owner(s) in writing. The owner(s) may change beneficiaries during their lifetimes by updating our account documentation. Owners should keep us informed about each beneficiary’s address.

**Photocopies.** Checks and other items are sometimes lost during processing or while in transit. If a photocopy of a check or other item that appears to be drawn on your account is presented to us for payment in place of the original, we may pay the photocopy if it is accompanied by a representation from another financial institution that the original item has been lost or destroyed. We will not incur any liability in the event the original item is later presented to and paid by us, unless a stop payment order is in effect for the check.

**Postdated Checks.** Unless you provide your branch of account with a written postdated check notice that describes a postdated check with reasonable certainty, we may pay the check before the date stated on the check. Your notice must include the exact amount (dollars and cents), account number, check number, date of check and the name of payee. If you provide us with a postdated check notice in a time and in a manner which affords us a reasonable opportunity to act on it, we will not pay the item and may return it (marked “payment stopped”, “postdated” or otherwise) if it is presented to us prior to the date indicated in the order (up to six months from the date of the notice). After six months, a notice is no longer effective and must be renewed. We may impose a fee for each notice. If we re-credit your account after paying a postdated check over a valid and timely postdated check notice, you agree to transfer to us all of your related rights against the payee or other holder of the check, and to assist us in any legal action we take against that person.

**Power-of-Attorney.** Any owner may appoint an attorney-in-fact for an account and may revoke a power of attorney. 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 generally will accept a Uniform Statutory Form Power of Attorney that complies with state law. We may refuse to accept other forms of powers of attorney, however, with or without cause.

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 can revoke your power of attorney by sending a written notice to us at your branch of account. We assume no duty to monitor the actions of your attorney-in-fact to ensure that (s)he acts for your benefit.

**Privacy.** We may release information about you, your deposit and loan accounts and the transactions you perform to third-parties: where it is necessary or helpful in verifying or completing a transaction; to disclose the existence, history, and condition of your account to consumer reporting agencies; when you give us your consent; to comply with the law or a court or governmental order; to local, state and federal authorities if

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we believe a crime may have been committed involving your account; as permitted by law; and, if you are a business, in response to trade inquiries. Late payments, missed payments, and other defaults on your account may be reflected on your credit report. Please see our Privacy Policy for additional details.

**Protecting Your Identity.** Never disclose your PIN or password to anyone. Our employees will never ask you for your PIN, and we will not send unsolicited emails to you that request personal information.

**Remotely Created Checks and Demand Drafts.** 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 (i.e., items which do not bear the maker's signature, but purport to be drawn with the maker's authorization), you authorize us to pay such items, 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 items. We may refuse to honor such items without cause or prior notice, even if we have honored similar items 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 items. You also agree to indemnify, defend and hold us harmless from every loss, expense, cost (including attorney's fees), claim and liability related to or arising from such items, including (without limitation) claims that they were not authorized by the persons on whose accounts the items were drawn.

**Returned Items/Transactions.** If we are notified that an item you cashed or deposited is being returned unpaid, we may attempt to reclear the item, place a hold on the funds in question (see "Funds Availability") or charge your account for the amount (and any interest earned on it), whether or not the return or notice of non-payment is proper or timely. This also applies to checks drawn on us which are not paid for any reason, and to checks and other transactions that are returned or charged back to us in accordance with any law, regulation, funds transfer system or clearinghouse rule. We may assess a fee for each returned item/transaction and notify you of the return orally, electronically, or in writing.

If we receive an affidavit or a declaration under penalty of perjury stating that an endorsement on an item deposited to your account is forged, that the item contains an alteration, or that there has been a breach of warranty in connection with any item or transaction, we may charge the item or transaction back against your account or place a hold on the funds pending an investigation, without prior notice to you.

**Security Interest.** You grant us a security interest in your account, including all current and future deposits and renewals, for amounts owing to us now and/or in the future under this agreement or under any account service agreement by any owner. This provision does not apply to IRA or tax-qualified retirement accounts or where otherwise prohibited by law.

**Setoff.** We may charge or set off funds in your account for any direct, indirect and/or acquired obligations that any owner owes us now and/or in the future, regardless of the source of the funds in the account, to the fullest extent permitted by law. This provision does not apply to IRA or tax-qualified retirement accounts, to consumer credit card obligations, or where otherwise prohibited by law.

**Severability.** If any of the provisions of this agreement are determined to be void or invalid, the remainder of the agreement shall remain in full force and effect.

**Stale-Dated Checks.** You agree that we may pay or reject a check which is presented to us for payment more than six months after its date (a "stale-dated" check), even if the presentation 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.

**Statements, Notices and Checks.** If we provide you with a notice or statement, electronically or otherwise, you must promptly and carefully review it to determine if any errors or problems exist. You agree to notify us immediately of any error, discrepancy or unauthorized transaction you discover on any statement, notice or check. If you fail to do so, you may become responsible for the losses resulting from such failure. If you

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are a business, you agree not to entrust the writing of checks and the reconciliation and review of your account statements and notices to the same person without frequent monitoring. We may deny a claim for monetary loss due to forged, altered or unauthorized checks if you fail to follow these procedures.

Statements and notices are normally sent to the last address (or e-mail address) listed with us for your account. If you ask us to hold statements and notices for you, we may mail them to you or destroy them if they are not picked up within 90 days. Notify us promptly if you do not receive your statement by the date you normally would expect to receive it.

Statements and notices sent or made available to any of you are deemed to be received by all of you. If we hold them at your request or because you fail to provide us with a current address, they will be deemed delivered to you when they are prepared (for held statements), mailed (for returned mail) or otherwise made available to you (e.g., at a website or email address if you have agreed to electronic communications). We may hold statements if the Post Office notifies us that your mail is undeliverable. At our discretion, we may destroy mail that is returned to us or determined to be undeliverable.

You must mail or deliver all notices to us in writing at the branch where you maintain your account or at such other address(es) as we designate (e.g., on a statement or in connection with a service). Notices sent elsewhere may be delayed or may not reach the correct office.

**Stop Payment Orders.** Any owner or authorized signer on your account may request us to stop payment on a check or transaction. Your stop payment order must include the account number, check number, **exact** amount (dollars and cents), check or transaction date and the name of the payee. We will not be liable for paying a check or transaction over a stop payment order if the order is incomplete or incorrect. We must receive stop payment orders at a time and in a manner which affords us a reasonable opportunity to act upon them.

There is a per-check/transaction charge for each stop payment order. Stop payment orders are valid for six months. After that time, the check may be paid and charged to your account unless you renew the stop payment order for an additional fee.

We are not required to accept oral stop payment orders. If we elect to act upon an oral stop payment order, however, you agree to promptly confirm the order in writing and deliver it to us. If you fail to do so within 14 calendar days, we may release the stop payment. Our records will be conclusive evidence of the existence, details of, and our decision regarding any oral stop payment order or its revocation.

You may not stop payment on point-of-sale Debit Card transactions, cashier's checks, or checks or payments guaranteed by us. Under certain circumstances, however, you may be able to claim a refund on lost, stolen or destroyed cashier's checks 90 days following the date of their issuance. Please note that electronic stop payment requests (through our online banking service) may not be effective in stopping the payment of checks that have been posted to, but not finally paid from, your account on the preceding day. In order to prevent those checks from being paid, you must contact one of our customer representatives in person, by telephone or in writing within one hour after we open on the day following the day we post the items to your account. You also should contact a representative if you wish to stop the payment of a check that has been converted to an electronic transaction by a merchant. Electronic transactions are often processed on the same day and cannot be stopped with a regular check stop payment order.

**Subaccounts.** For regulatory reporting and reserve purposes, we divide checking accounts into two subaccounts: a checking subaccount and a savings subaccount. If your checking account earns interest, we will pay the same interest rate on both subaccounts. If it does not earn interest, no interest will be paid on either subaccount. In either case, your account will continue to operate, from your perspective, as one account.

We may establish a threshold for the balance maintained in the checking subaccount and may transfer funds periodically from one subaccount to the other to meet that threshold and cover transactions against your account. Your account statements will not reflect the existence of the subaccounts, and our periodic reallocation of funds between subaccounts will not affect your ability to withdraw funds, the interest rate

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(if any), fees, or other features of your checking account. You agree that we may treat the subaccounts as one and the same account if we receive a levy, subpoena or other legal process regarding either subaccount or your checking account.

**Substitute Checks.** You agree not to deposit substitute checks, as described below, or checks bearing a substitute check legal equivalence statement (“*This is a legal copy of your check. You can use it the same way you would use the original check.*”) to your account without our prior written consent. Unless we agree otherwise in writing, our acceptance of such checks shall not obligate us to accept such items 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, claims, actions, proceedings and attorney’s fees 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 provide us promptly 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.

You agree not to issue checks with features or marks that obscure, alter or impair information on the front or back of a check or that otherwise prevents us or another bank from capturing such information during automated check processing.

We may convert original checks to substitute checks.

The following notice applies to consumer accounts and supersedes, where inconsistent, other terms in this agreement with respect to substitute checks.

### **Substitute Checks and Your Rights – Important Information About Your Account**

#### *What is a Substitute Check?*

To make check processing faster, federal law permits banks to replace original checks with “substitute checks.” These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: “This is a legal copy of your check. You can use it the same way you would use the original check.” You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

#### *What Are Your Rights Regarding Substitute Checks?*

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced-check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

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We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

#### *How Do You Make a Claim for a Refund?*

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at (866) 353-1476. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include –

- Your name and account number;
- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check and/or the following information to help us identify the substitute check: the check number, the date of the check, the name of the person to whom you wrote the check, and the exact amount of the check (dollars and cents).

**Telephone and Electronic Communication Monitoring/Recording.** We may monitor telephone conversations and electronic communications for quality and control purposes without prior notice to you. We usually do not record telephone conversations without notice to you.

**Termination/Closing Your Account.** Any authorized signer(s) may close your account at any time, with or without cause. We are not required to provide notice of such closure to the other authorized signers on the account. We may automatically close your account if the account balance is zero.

We may terminate your account relationship with us at any time, with or without cause, by giving oral, electronic or written notice to any of you. If the funds are not withdrawn, we may send a check for the collected account balance to any of you at the last address we have on file for the account. Thereafter, the funds will stop earning interest (even if the check is returned or remains uncashed for any reason).

We may impose a charge on certain accounts if they are closed within the first 90 days (See our fee schedule).

We may dishonor any check, item or transaction presented for payment after an account is closed. At our sole discretion, we may honor checks, items and orders presented or occurring after an account is closed if the transaction is guaranteed by us to third-parties (e.g., under a check guarantee or as part of an electronic fund transfer arrangement) or you fail to give us a timely stop payment order for any outstanding checks. You remain responsible for such items and transactions, which may be treated as overdrafts.

**Transfers/Assignments.** Unless otherwise agreed by us in writing, all accounts are non-transferable and non-negotiable. 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.

**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, and promptly notify your branch of account in writing of the relevant facts, including a description of the transaction or error and the identity of any suspected perpetrator. You agree to maintain a current check register and to carefully and promptly review all statements and notices we send or make available to you. If you participate in our



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check safekeeping service, your statements will be deemed to provide sufficient information about your checks and other transactions for you to determine whether there was an error or unauthorized transaction if the statements provide you with the check or transaction number, the amount, and the date of payment.

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 21 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 60 days 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. Note: Different notification and liability rules apply to certain electronic fund transfers. See the “Electronic Fund Transfers” section.

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.

(Note: Different notice and liability rules apply to certain electronic fund transfers. See the “Electronic Fund Transfers” section.)

**Waivers.** We may delay enforcing our rights under this agreement without losing them. Any waiver by us shall not be deemed 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 set forth in this agreement.

## **WIRE AND OTHER FUND TRANSFERS**

**Payment Orders.** The following provisions apply to payment orders governed by Division 11 of the California Commercial Code (e.g., wire transfers). They do not apply to the transactions described in the “Electronic Fund Transfers” section. They also do not apply to foreign remittance transfers governed by Consumer Financial Protection Bureau Regulation E (“foreign remittance transfers”) to the extent they are inconsistent with Regulation E or the disclosures we provide to you for such transfers.

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**Processing Orders.** At our discretion, we may process your payment order to transfer funds to another account with us or to an account maintained with another financial institution. We reserve the right to reject any payment order without cause or prior notice, and may notify you of the rejection orally, electronically or in writing.

**Cutoff Hours.** Our processing hours for payment orders vary based on location, transaction type and other factors. Information about our processing hours is available upon request. We may process any payment order we receive after our processing cutoff hour on our next funds transfer business day.

**Payment Order Accuracy.** You must accurately describe the beneficiary of your payment order and the beneficiary's financial institution. If you describe any beneficiary or institution inconsistently by name and account or identifying number, we and other institutions may process the order solely on the basis of the number, even if the order identifies a person or entity different from the named beneficiary or institution. We may also process incoming fund transfers based on the account number, rather than on any inconsistent name reflected in the payment order. Unless otherwise required by Regulation E, if you give us a payment order that is erroneous in any way, you agree to pay the amount of the order whether or not the error could have been detected by any security procedure we employ.

**Cancellation and Amendment of Payment Orders.** Except for foreign remittance transfers, you do not have a right to cancel or amend any payment order after we receive it. Although we may attempt to act on any amendment or cancellation request you make (e.g., if it is received in a time and manner which permits us to do so), we assume no responsibility for failing or refusing to do so, even if we could have effected the change or cancellation. Except for foreign remittance transfers, you agree to indemnify, defend and hold us harmless from any loss, damage, claim, action, and liability that results, and any charges and costs we incur, in connection with any request by you to amend or cancel a payment order.

**Foreign Transfers.** Foreign transfers may be subject to delays, charges imposed by other financial institutions, and changes in foreign currency exchange rates. If you direct a payment order to a foreign country, we may execute the order in the currency of the country of the payee's bank at either our buying rate of exchange for U.S. dollar transfers or the exchange rate of the payee bank. If the transfer is made in U.S. dollars, we cannot guarantee that the beneficiary will receive the funds in U.S. currency. The beneficiary bank may convert the funds into the local currency and may also charge incidental fees. If for any reason the payment order is returned to us, you agree to accept the refund in U.S. dollars in the amount of the foreign money credit, based on the current buying rate on the day of the refund, less any charges and expenses incurred by us. Different rules may apply to foreign remittance transfers.

**Unauthorized Payment Orders.** We may process any payment order we believe is transmitted or authorized by you if we act in compliance with a security procedure agreed upon by you and us. Such payment orders will be deemed effective as if made by you, and you will be obligated to pay us in the amount of such orders, even though they are not transmitted or authorized by you. Unless we agree on another security procedure, you agree that we may confirm the authenticity and content of payment orders (among other ways) by placing a call to any of you. If we cannot reach you, or if the payment order is not confirmed or approved in the manner we require, we may refuse to execute the payment order.

**Notice of Errors.** You agree to review all statements and notices promptly to confirm the accuracy and authorization of each payment order. You must notify us immediately if there is any discrepancy between your payment order and any confirmation or statement of account, or if you discover any other problem with respect to a transfer. You must send a written notice to us of the discrepancy or other problem, including a statement of the relevant facts, within a reasonable time (not to exceed 14 days from the date you first discover the problem or receive a statement or notice reflecting the problem, whichever occurs first).  
Note: Different rules apply to foreign remittance transfers.

**Limitation of Liability.** Except as otherwise required by law for foreign remittance transfers: (a) our liability for any act or failure to act shall not exceed the direct resulting loss, if any, which you incur and payment of interest, and (b) we will not be liable for any consequential, indirect or special damage that you incur in connection with payment orders, even if we are aware of the possibility for such damages.

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## WITHHOLDING OF INCOME TAX

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: (1) you fail to supply us, under penalties of perjury, with your correct taxpayer identification number (TIN); (2) you fail to provide us with the required certified information; (3) the IRS instructs us to withhold; or (4) the IRS notifies you that you are subject to backup withholding. 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.

We may report interest and other payments to you to the Internal Revenue Service (IRS), along with 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.

A non-resident alien or foreign entity not subject to information reporting must certify its exempt status by completing an appropriate IRS certification form (e.g., W-8 BEN). Non-resident aliens may be required to certify their exempt status every three years (or earlier upon request) to avoid backup withholding.

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.

## QUESTIONS OR COMMENTS

If you have any questions or comments, you can call us at (866) 353-1476 or write to us at:

Pacific Premier Bank  
Attn: Central Operations  
P.O. Box 25171  
Santa Ana, California 92799-9810

Note: The fees, rates and benefits described in these terms and in our fee schedule were current as of the date of publication, but are subject to change. You can obtain current information by calling us at (866) 353-1476. Prices listed are subject to sales tax wherever applicable.



PACIFIC PREMIER BANK®



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