



**Business Deposit Account
Agreement and Disclosures,
Business Fee Schedule and
Treasury Management Fee Schedule**

Effective with conversion of accounts and services
from Valley Republic Bank.

The interest rates, fees and benefits described
in these documents are current as of November 15, 2021
and are subject to change. For the latest interest rate,
please contact any Tri Counties Bank branch
or call Customer Service at 1-800-922-8742.

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Tri Counties Bank

BUSINESS DEPOSIT ACCOUNT AGREEMENT AND DISCLOSURES

This Business Deposit Account Agreement and Disclosures (“Agreement”) explains important terms and conditions which govern your account(s) with us. Please read this Agreement carefully and keep it with your banking records for future reference.

You agree that your accounts will only be established and used for business and/or commercial purposes, and not for personal, family or household purposes. When you sign our signature card and/or continue to have an account with us, you and each authorized signer on your account(s) effectively agree to this Agreement, together with the Business Fee Schedule and applicable Product and Business Overdraft Privilege disclosures which will be delivered separately.

As used in this Agreement, the words “we,” “our,” “us,” and “Bank” mean Tri Counties Bank and the words “you” and “your” mean the owner(s) of the account(s) and any “agent” appointed by or on behalf of the owner(s) to sign on the account(s) in a representative capacity. Except to the extent otherwise defined herein, the term “business account” shall mean an account that is not primarily established for personal, family or household purposes. The term “consumer account” shall mean an account that is primarily established for personal, family or household purposes. The word “items” as used in this Agreement includes but is not limited to a check, draft, demand draft, preauthorized draft, or other order or instruction for the payment, transfer or withdrawal of funds including a withdrawal slip, deposit slip/adjustment, automatic transfers, electronic transactions, and miscellaneous charges to your Account. An item also means any other document created or authorized in your name that would be a check or draft but for the fact that it has not been signed. Except to the extent otherwise indicated in this Agreement, the term “may” shall mean that you authorize us to take action or not to take action, at our sole discretion without resulting liability to you. Unless it would be inconsistent to do so, words and phrases used in this Agreement should be construed so that the singular includes the plural and the plural includes the singular.

This Agreement applies to all business deposit account(s) you have with us. This Agreement supersedes any previous business deposit account agreement and applicable disclosures with us.

ACCOUNT OWNERSHIP AND BENEFICIARY DESIGNATION

Depending on the form of ownership and beneficiary designation, if any, specified in our account records, we reserve the right to refuse some forms of ownership on any or all accounts. You agree, upon request by us, to provide us with documentation acceptable to us designating each authorized signer with respect to your account(s) and related services.

Please note: *Because decisions concerning whether an account should be held in a particular capacity may have significant legal, tax, and estate planning consequences, consultation with your attorney or tax advisor is recommended.*

Business accounts may be available to both profit or non-profit businesses and associations.

Corporate, partnership, limited liability or other statutory business entity account – These business accounts are established pursuant to statutory organizational requirements.

Fictitious Business Name Account – If the name in which the account is held is fictitious, the account holder represents he or she has the right to use that name and has fulfilled all legal requirements for using and or doing business under that name.

Organization Account – Such an account is issued in the name of a legal entity, such as a club or league. We reserve the right to require the governing body of the legal entity to give us a separate authorization telling us who is authorized to act on its behalf. We may honor such an authorization until we actually receive written notice of a change from the governing body.

ACCOUNT STRUCTURE

We may structure your account to consist of two sub-accounts to take advantage of an interpretation of federal regulations. The sub-accounts, a checking account, and money market account, will be used to allow for the transfer of funds between the accounts, subject to federal regulations. This structure will occur solely on our books and will not be visible to you, nor will it affect your account in any way. Also, this will not affect the FDIC coverage of your account.

ACH AND WIRES

We offer automated clearing house (ACH) origination and wire transfer services subject to the additional terms of our separate service agreements. From time to time, you may be a party to an ACH entry or a wholesale (wire) funds transfer, which may be credited or debited to your account. Division 11 of the California Commercial Code governs wholesale (wire) funds transfers, as well as non-consumer ACH credit entries and those consumer ACH credit and debit entries that may be excluded from the Electronic Fund Transfer Act and its implementing Regulation E (collectively referred to herein as "payment orders"). The term "payment order(s)" includes payment orders, as defined in Division 11 of the California Commercial Code. We reserve the right to choose any wire transfer system to affect your payment orders.

Provisional Credit. Credit given by us to you with respect to a payment order is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to your account in connection with the payment order, and the party (the originator of the entry) making payment to you will not be deemed to have paid you the amount of the payment order. Further, we will notify you of the receipt of payments in the periodic account statements we provide you. You acknowledge that we will not give next day notice to you of receipt of a payment order.

Form and Accuracy. All payment orders must be provided to us, which may be required to be in a form prescribed by us, presented either in-person, by facsimile to the number approved by Bank, or secure e-mail to the address approved by Bank. If you will communicate payment orders using our online banking services, all payment orders must also be consistent with the separate agreement.

Accurate Transaction Information. You assume the sole responsibility for providing us with accurate transaction information in the form and format that we require. We are not responsible for confirming such information, or for failing to detect and reject duplicate payment orders. If you provide us with a payment order that is incorrect in any way, you agree that we may charge your account(s) for the transaction whether or not the error could have been detected by us. We are not obligated to detect errors in your transfer or payment instructions. If you fail to include an execution date or a payment date in your payment order, we may treat the payment order as if it called for execution or payment at any time and at our convenience.

Inconsistent Information. We advise you that any receiving financial institution (including us) of a payment order is entitled to rely on any account or bank number you have provided even though that account or bank number may identify a party different from the person or entity you have described by name in any transfer order.

Security Procedures. Notwithstanding anything to the contrary in the Bank's terms and conditions for specific services, including but not limited to, the BusinessVue Users Terms and Conditions, you agree with us to the use of certain procedures and security devices (referred to individually and collectively, "Security Device(s)") designed to verify the authenticity of payment orders. In this regard, application of the procedures and Security Devices to authenticate a payment order will be collectively referred to as the "Security Procedures" in this Agreement. If we take any action not provided in the Security Procedures in connection with any payment order, such additional action shall not be deemed to become a mandatory part of the continuing Security Procedures. You understand and agree that we will use the Security Procedures to verify the authenticity

of payment orders and that the Security Procedures are not designed to, and are not used for the purpose of, detecting errors in transmission or content of payment orders, including discrepancies between account names and numbers.

Before requesting a payment order to the Bank, you will review the Security Procedures and determine whether the Security Procedures will provide a commercially reasonable method for verifying whether a payment order is yours. As part of the review, you will consider the size, type, and frequency of payment orders you normally make or anticipate making, along with such other factors as you may deem relevant or appropriate.

Commercially Reasonable Procedures. If the size, type or frequency of payment orders made by you change such that the Security Procedures in use by you no longer provide a commercially reasonable method of providing security against unauthorized payment orders, you shall immediately notify us.

Supplemental Security Devices. The Bank may offer to you or require you to use additional authentication tools or methods from time to time. If you choose not to implement supplemental authentication tools, your access to some or all of the services may be limited. The term "Security Devices" will include any supplemental authentication tools that are used by you. Your continued use of any modified Security Procedures will evidence your agreement that the modified Security Procedures are commercially reasonable for you.

You Are Responsible for Verified Payment Orders, Even if Unauthorized. If we act on a payment order in compliance with the Security Procedures, then you will be obligated on the payment order, and it will be treated as your payment order, whether or not authorized by you.

You Are Responsible for Payment Orders Actually Authorized. Regardless of whether or not we complied with the Security Procedures, any payment order received by us will be treated as yours and will bind you if the payment order is delivered to us directly or indirectly by any Authorized Representative (as defined below), or if you would otherwise be legally bound by the payment order, regardless of whether the payment order was erroneous in any respect or that any loss would have been prevented if we had complied with the Security Procedures.

Safeguarding. You will use and safeguard the Security Devices and Security Procedures. In connection with such safeguarding obligations, you will implement and maintain physical, technical, and administrative controls and procedures sufficient to prevent impermissible or unauthorized access to or use of the ACH and Wire Service, Security Device or Security Procedures. You assume all risks associated with disclosure of any part of the Security Procedures, including a Security Device, to third parties, including employees. You agree to limit disclosures of Security Devices to those third parties, employees or agents you will authorize to access the services on your behalf, or who have a specific need to know.

Sufficient Funds. You agree to maintain sufficient available funds (as determined under our funds availability policy) in your accounts to cover all payment orders and applicable fees, or such higher amounts as we may specify from time to time. You acknowledge that we do not control intermediary financial institutions, including those chosen by us, and that we do not control whether intermediary institutions deduct fees as part of the processing of a wire transfer. If you do not have sufficient or available funds or credit in the payment account, we may charge any account you maintain with us.

Cutoff Time. Same-day payment orders must be received by the Bank's Wire Department by the cutoff time of 1:00 p.m. Pacific Time, or as described in the Outgoing Wire Transfer Request. A payment order is considered executed when we execute it. If a payment order is received after the cutoff time or on a day that is not a business day, we may process the payment order the following business day.

Delay or Refusal. We may delay or refuse to execute any payment order. We may do so for any reason or for no reason. We may provide notice to you of such delay or refusal, but are not obligated to do so. We may delay or refuse processing of a payment order, for example, if: (A) processing would or may exceed the available funds in your affected

account; (B) the payment order is not authenticated to our satisfaction or we believe the payment order may not have been authorized by you; (C) the payment order contains incorrect, inconsistent, ambiguous, or missing information; (D) processing would or may involve funds which are subject to lien, security interest, claim, hold, dispute, or legal process prohibiting withdrawal; (E) processing would or may cause a violation of any laws or rules applicable to you or to us; (F) for any reason determined by us in our sole discretion; or (G) for any other reason under the Agreement.

Recall, Cancel or Amend. If you inform us that you wish to recall, cancel or amend a payment order after it has been received by us, we may, but will not be required to, use reasonable efforts to assist you to do so; however, we shall not be liable for any loss, cost or expense suffered by you if we do not, or are unable to, amend, cancel or recall a payment order. You hereby agree to indemnify us against any loss, liability, claim or expenses (including legal fees) we may incur in connection with assisting you to recall, cancel or amend a payment order, and you agree to immediately reimburse us for any monies paid by us associated with such losses, liability, claims or expenses incurred.

Foreign Currency Transactions. If you request a payment order in United States Dollars or in a currency other than United States Dollars to a foreign country, we may transfer the payment in the currency of the beneficiary bank's country at any exchange rate chosen by us. If a payment order is returned, you agree that the exchange rate for conversion of the foreign currency into United States Dollars may differ from that used by us to process the initial payment order.

Confirmation; Duty to Review and Report. We may provide payment order confirmation of advice based on your request and, in any case, we will include the payment orders as part of the account statements provided to you. In addition to any other duties you have in connection with your review of account statements and information from us, you agree to examine the payment order confirmations and monthly account statements promptly upon receipt or availability, whichever occurs first, and to notify us immediately and in no event later than fourteen (14) days after receipt or availability, whichever occurs first, of the advice or statement of the existence of any unauthorized payment orders or payment order errors. Failure to notify us within 14 days shall relieve us of responsibility for unauthorized payment orders or errors that may arise after the 14th day. Failure to notify us within one year shall preclude you asserting the error or unauthorized transactions against us. Notwithstanding the foregoing, we reserve the right to, in our sole discretion, adjust transaction records for good cause after the expiration of said one year period.

Screening. We may screen payment orders that would result in debits or credits to your account for compliance with applicable laws, rules, and regulations. Where we believe a credit to your account may be subject to being blocked or frozen under the Office of Foreign Assets Control (OFAC)-administered sanctions laws of the United States or of sanctions laws of another country, or may be otherwise suspicious or illegal, we may block (or "freeze") the funds and deny you access to them for a reasonable time sufficient to allow us to resolve the matter.

ADJUSTMENTS

We may make adjustments to your account from time to time. This may be due, for example, to the return of an item you deposited which was unpaid or if a deposit is posted in the wrong amount.

AMENDMENTS AND TERMINATION

We reserve the right to amend, modify, add to, or delete (collectively referred to herein as "change(s)") the terms or conditions of this Agreement without prior notice to you, except as required by law. Your continued use of a service or an account constitutes your acceptance of the change. Changes may include a deletion, modification, or amendment of an existing term or the addition of a new term not otherwise contemplated when you entered into this Agreement or opened your account(s). Any change will take effect immediately, unless stated otherwise in any notice we make available to you.

When applicable law or regulations require the Bank to notify you of a change, addition or deletion to this Agreement, in which case the Bank may do so by written or electronic means.

APPROPRIATE ACCOUNT USAGE

Do not use a business account as a consumer (personal) account. If you do, it may be reclassified as a consumer account, and we reserve the right to change your business deposit account type to a consumer deposit account type.

ARBITRATION

This provision contains the terms of how a dispute between you and the Bank will be resolved. Please read this provision carefully since it specifically limits your rights in the event of such dispute. By this provision, at the request of you or the Bank, disputes must be resolved by arbitration. Arbitration is a means of having an independent third party resolve a dispute without using the court system. With arbitration, there is no right to appeal the decision of the arbitrator as there is normally in the court system. BY THIS AGREEMENT YOU UNDERSTAND THAT EACH OF US IS WAIVING THE RIGHT TO A JURY TRIAL OR A TRIAL BEFORE A JUDGE IN A PUBLIC COURT.

Either of us may submit a dispute concerning this Agreement to binding arbitration at any reasonable time, notwithstanding that a lawsuit or other proceeding has been commenced. If either of us fails to submit to binding arbitration following a lawful demand, the one who fails to submit bears all costs and expenses incurred by the other compelling arbitration.

Any controversy or claim arising out of or relating to this Agreement, or the account(s) covered by this Agreement, will be settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with its arbitration rules when the amount in controversy exceeds the amount subject to jurisdiction in small claims court. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. All statutes of limitation and rules of law that would otherwise be applicable to this Agreement, including those provided in the California Commercial Code, shall apply to any arbitration proceeding.

To the extent that there is any variance between the AAA Rules and this Agreement, this Agreement shall control. Arbitrators must have expertise in the substantive laws applicable to the subject matter of the dispute.

You agree to take all steps, and execute all documents, necessary for the implementation of arbitration proceedings.

This arbitration provision supersedes all prior arrangements and other communications concerning dispute resolution as to this Agreement. In the event more than one arbitration agreement entered into by us is potentially applicable to a dispute, the one most directly related to the account or transaction that is the subject of the dispute shall control.

Nothing in this "Arbitration" Section shall limit the right of any party at any time to exercise self-help remedies, foreclose against collateral, or obtain provisional remedies. The arbitrator shall also determine all issues relating to the applicability, interpretation, and enforceability of this paragraph.

AUTHORIZED SIGNERS

An authorized signer is someone to whom you give all rights you have now or in the future to make withdrawals and deposits, and to otherwise transact on your account and receive account information. Merely by designating an authorized signer you do not give any ownership rights in the account. Any one of the authorized signers may sign checks or withdrawal orders and give us instructions regarding the account, including an instruction to close the account. However, if there is a conflict, we reserve the right to require all authorized signers to sign an item, withdrawal order, or other instruction on the account.

Even if the authorized signers on an account change, we may continue to honor checks, withdrawal orders, and other instructions by authorized signers until we are notified in writing not to do so.

BUSINESS DAYS

For the purpose of this Agreement, our business days are Monday through Friday, excluding Saturdays, Sundays, and federal holidays.

CASH REPORTING REQUIREMENT

The Bank Secrecy Act ("BSA"), a federal law, requires all financial institutions to report currency transactions of more than \$10,000 to the Financial Crimes Enforcement Network ("FinCEN"). In addition, we may report to FinCEN multiple cash transactions which together total more than \$10,000 in any one day. In order to better comply with the law, we may maintain a log of all sales of Bank checks or drafts, Cashier's Checks, money orders, gift cards or traveler's checks for \$3,000-\$10,000 in currency. We may also report to FinCEN or other government agency transactions that may be structured to avoid the reporting requirement and other transactions that appear to involve illegal activity. In order to satisfy the BSA's requirement, we may, and, in many cases, must request certain information about the individual presenting the transaction, as well as the organization or individual for whom the transaction is being conducted. This includes the individual's/ organization's full name, permanent street address, social security number, identification number (such as a driver's license or passport), date of birth (if applicable), and business, occupation or professions.

CHANGE OF ADDRESS OR NAME

You agree to notify the Bank in writing of any change of address, including your email address (if provided), or change of name, which will be effective after we have had a reasonable time to react. We may also change the mailing address of record we have for you if we receive an address change notice from the U.S. Postal Service. Each account holder is responsible for submitting their own signed change of address request. The address is changed only for the accounts you specify and does not affect your other account relationships with us unless you specify that you want the address changed for those accounts as well. The Bank is only required to attempt to communicate with you using the address you have provided to the Bank. If you fail to notify us of a change of address, an undeliverable statement fee may be assessed (see Business Fee Schedule for details). If sent statements or other Bank documents are returned indicating an incorrect address, and we are not notified of the new address after 90 days, you authorize us, at our discretion, to block your account until we can verify your correct address.

CHECK PRINTING

We offer checks in a number of styles and at various prices. The cost of any checks purchased through us will be automatically charged to your account. See the Business Fee Schedule. If you create your own checks, or obtain them from someone else, and we cannot accurately verify your signature on an item by comparing it with an item that posted to your account, you are responsible for any losses that may result from our inability to use that check to verify your signature. You agree not to print special limitations on checks, withdrawal orders or other items drawn on your account, such as "void over \$100" or "paid in full" or "void after 90 days." If you do print any special limitations, you agree that we are not bound by such limitations. You authorize us to pay such items without regard to the stated limitation(s). You further agree to indemnify us and hold us harmless for any claims or losses arising out of our refusal to honor said restrictions.

CHECK PROCESSING

We have automated collection and payment procedures. These automated procedures rely primarily on information encoded on each check or item in magnetic ink. In paying or processing an item, we may rely on the information encoded on the check's magnetic ink character recognition (MICR) line, according to general banking standards, whether or not

that information is consistent with the other information on the check. You will reimburse us for any loss or expense we incur because you issue or deposit an item containing altered or extra information in the MICR line. You agree that automated check processing is reasonable and that you have responsibility for preventing and reporting forgeries, alterations, and other unauthorized use of your account. We do not fail to exercise ordinary care by posting or paying checks without sight examination of checks.

We will not be obligated to monitor items deposited to, or drawn against, accounts held by a trustee or other fiduciary to determine whether a trustee or fiduciary is acting consistently with or in breach of any fiduciary duty. When we take an item for processing by automated means, "ordinary care" does not require that we examine each item. "Ordinary care" requires only that we follow standards prevailing in the area in which we are located and that do not vary unreasonably from the general standards followed by similarly-situated financial institutions. A mere clerical error, or an honest mistake, is not considered a failure of the Bank to perform any of our obligations. The Bank's own policies and procedures are used solely for our internal reasons and do not establish a higher standard of care for the Bank other than that which is provided by law or regulation.

The Bank is not responsible for the neglect, mistake or fault of another financial institution or person, including for the loss or destruction of an item or misrouting of an item in transit or in the possession of others. If a deposited item is lost or misrouted and we gave you provisional credit for that item, you agree that we may charge back the amount of the item to your account if we do not receive payment for the item, even if the item is not timely returned.

CHECKS PRESENTED IN PERSON FOR PAYMENT BY A NON-ACCOUNT HOLDER

If an item drawn against your account is presented for payment in person for payment by a payee who is not an account holder of the Bank, the Bank may charge a fee to the person presenting the check as a condition for cashing the check. See the Business Fee Schedule. The Bank may also require identification acceptable to the Bank and not prohibited by law, including a fingerprint of the person presenting the check or other fraud prevention methods. You agree that the Bank may refuse to honor payment for checks presented for payment in person by a non-account holder, if the person refuses to pay the fee or provide the identification requested by the Bank. You agree that none of the foregoing will be deemed to be wrongful dishonor by us.

CHOICE OF LAW

Except as stated herein or as otherwise may be required by applicable law, the provisions of this Agreement are governed by the bylaws of the Bank, federal laws and regulations, the laws and regulations of the State of California (excluding choice of law rules), and applicable local clearinghouse rules, as amended from time to time. In addition, our rights under this Agreement may be limited by laws, rules or regulations; to the extent this is so, this Agreement is modified to the extent needed to prevent representing that a transaction confers or involves rights, remedies, or obligations which we do not have or which are prohibited by law.

CLOSING OR SUSPENDING ACCOUNTS

The Bank may, at any time and in our sole discretion, close or suspend your account or any service we are providing to you. We may do so for cause or without cause. We may deliver the balance after an account is closed by any means chosen by us, including mailing a check for the balance by U.S. Postal Service, sent postage prepaid, to your last address as shown on our records. We may remit the balance by check payable to the name on the account as shown on our records, even if contrary evidence of account ownership has been given to us. We will provide you with notice before or after taking this action, unless prior notice is required by law, in which case we will provide you with such notice as is required by law. For example, we may close your account if your balance falls to zero, without advance notice.

Except to the extent otherwise agreed with us, you may close your account at any time upon notice to us, unless your account has a scheduled maturity date, subject to any applicable early withdrawal penalty. You will remain liable for the payment of accrued fees on the account and for checks in the process of collection, as well as any other obligations relating to actions or inaction prior to account closure. If you close an account, it may be subject to accrued or prorated fees or charges.

You agree to reimburse us immediately upon request for any overdrafts that arise after an account is closed, whether closed by you or by us.

We may honor any account holder's or authorized signer's request to close or suspend an account or transaction. At our discretion, we may require the signatures of all account holders and/or authorized signers before permitting the withdrawal of funds or the closing or suspension of an account.

Without limiting any of the foregoing, you authorize us, in our sole discretion, to "freeze" or place a hold on the balance in your account(s) at the Bank if we suspect that there is irregular activity or we receive conflicting instructions involving your account(s). Should the Bank place a "freeze" on your account(s) to reasonably investigate our concerns, you agree that we shall not be liable to you for any claims you might have, including but not limited to claims of wrongful dishonor.

We may dishonor any check, withdrawal order, item or transaction presented for payment after an account is closed or frozen by you or by us. At our option, we may honor checks, withdrawal orders, items or transactions after an account is closed or frozen if the transaction was guaranteed by us under any check guarantee program or was part of an electronic fund transfer system, if you fail to place a stop payment order for any outstanding checks or other items or if we otherwise elect to honor the transaction in our discretion. You shall remain responsible and liable for such checks, items, and transactions.

If an interest-bearing account is closed for any reason before accrued interest is actually paid, interest may not be paid for the last interest period.

COMPLIANCE WITH LAWS, RULES, AND REGULATIONS

You agree to comply with all laws, rules, and regulations applicable to you, to your activities and to your use of our services. This includes your agreement to comply with (to the extent applicable to you and your actions) federal anti-money laundering laws, sanctions laws administered by the Office of Foreign Assets Control, currency transaction or Bank Secrecy Act reporting and recordkeeping requirements, and any state counterpart of the same. You must inform us about and disclose to us the identity of all persons who have a beneficial interest in you (if you are a non-natural person) and in your transactions.

You represent and warrant that you will not use, and agree not to use, your account or any service we provide to you for any unlawful purpose. For example, you represent, warrant and agree not to accept or make payments in connection with the participation of any person (including yourself) in unlawful Internet gambling. You acknowledge that "restricted transactions" (as defined in the Unlawful Internet Gambling Enforcement Act and its implementing regulations) are prohibited from being processed through your accounts or your relationships with us. We reserve the right to deny transactions or authorization from merchants apparently engaging in the Internet gambling business or identifying themselves through card transaction records or otherwise as engaged in that or any other illegal or improper business. Further, we reserve the right to block or close any account which we believe may be involved in any such restricted transactions.

You represent and warrant that you are not, and you agree to take no action that would result in your being deemed or treated as, a money service business under any applicable state or federal law, except to the extent that you have specifically and in writing previously informed us that you are a money service business.

You covenant, and represent and warrant that the foregoing is true and correct, as of the opening of your account and again each time you make a deposit or withdrawal or otherwise use a service offered by us. You agree to provide us with evidence showing that you are in compliance with the above, reasonably satisfactory to us, upon our request.

CONVERTING ACCOUNT AND REVOKING PRIVILEGES

Without limiting our ability to close your account, we may alternatively convert your account to another type of account or revoke privileges when we consider it appropriate or necessary to do so. For example, we may revoke privileges, or convert your account to another account type if you make frequent transactions on a money market or savings account, if your account frequently has debits against uncollected funds, if your account has excessive deposit activity or if you use a business account for consumer purposes.

CREDIT VERIFICATION

From time to time we may obtain credit information about you from check or credit reporting agencies and/or other means. We may do so at the time you open an account, request a service, at any time while your account is open, or the service is available, or after your account or service is closed, or as otherwise permitted by law. For example, new accounts are subject to verification through ChexSystems (the "Reporting Agency") and may be declined based in whole or in part on information obtained in a report from the Reporting Agency. You have a right under the Fair Credit Reporting Act to know the information contained in your credit file at ChexSystems. If we decline to open an account or otherwise provide deposit services, the Reporting Agency will have played no part in our decision and would be unable to supply specific reasons why we would have denied the account or services. You have a right to a free copy of your report from the Reporting Agency, if you request it no later than 60 days after you receive notice of a declined account or service. In addition, if you find that any information contained in a report received by you is inaccurate or incomplete, you have the right to dispute the matter with the Reporting Agency. The Reporting Agency's full name, address, and phone number is as follows:

ChexSystems
Attn: Consumer Relations
7805 Hudson Road, Suite 100
Woodbury, MN 55125
Telephone: 1-800-513-7125

As required by law, you are also hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your obligations, including credit obligations. We may report information about your account to credit bureaus, including ChexSystems. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

CUSTOMER IDENTIFICATION NOTICE UNDER THE USA PATRIOT ACT

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

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

What this means to you: When you open an account, we will ask for your name, address, date of birth, tax identification number (TIN) and other information that will allow us to identify you. We may also ask to see a driver's license or other identifying documents for account owners (and possibly authorized signers).

We may further ask you for specific information regarding the nature of anticipated activity, the sources of your funds, the purposes of transactions, the relationship you have with persons to whom you send funds and persons who send funds to you, the anticipated frequency of such transactions, the ultimate beneficiaries of funds you send and receive, and other questions that may help us clarify the nature and purpose of transactions.

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

Owners for fiduciaries, partnerships, corporations, and fictitious business names or other business names may also be asked at account opening and from time to time to provide us with valid documentation of trust agreements (or certification of trust), court orders, partnership agreements, certificates of limited partnership, articles of incorporation, and filed fictitious business name statements, in addition to any other documents deemed necessary by us.

CUTOFF TIMES

A number of our services are subject to processing cutoff hours. Communications received after the cutoff time or on a non-business day may, in our discretion, be deemed received as of the next business day. Alternatively, some services may require you to resubmit a communication when it is received after the cutoff hour or on a non-business day. Refer to separate service agreements for applicable cutoff hours, including the BusinessVue Users Terms and Conditions, the Outgoing Wire Transfer Request and ATM service notices. The cutoff time for transactions presented at our branches will vary, based on their hours of operation. The cutoff time is 9:30 p.m. Pacific Time for transfers between accounts initiated through the Bank's telephone automated customer service system.

DEATH OR INCAPACITY

You agree to immediately notify us about the death or incapacity of any owner or authorized signer on your account. Until we receive such notice in writing, and have a reasonable opportunity to act on it, we may continue to honor items drawn on your account by the authorized signer(s). We may suspend, refuse, and reverse any transactions or deposits (for example, automatic federal direct deposits of benefit payments belonging to the decedent) if any owner or authorized signer dies or is declared by a court to be incompetent. However, even with knowledge, we may pay checks drawn on the account for ten (10) calendar days after the date of death. Refer to the discussion below regarding the treatment of "Direct Deposits."

DEPOSITS AND CREDITS TO ACCOUNTS

Deposits and Credits Generally – You authorize us to accept an item for deposit to your account from anyone. We are not required to question the authority of the person making the deposit. Joint accounts include accounts held as joint tenancy, tenancy-in-common or as community property. A joint account holder authorizes the other account holder(s) to indorse items in that person's name and to cash the items or deposit them into the joint account, with or without an indorsement. You will be responsible for any loss because of your failure to identify your account properly by name and number on any deposit item. We may accept for deposit to your account all items made payable or indorsed by you as an individual payee or joint payee, regardless of whether those items bear your indorsement, subject to our verification and final inspection. You guarantee to us the payment of all such deposited items. All deposits are subject to later verification, adjustment, and collection by us. We may refuse any deposit (whether in cash or by item or other charge) to an account, limit the amount of any deposit, or return all or any part of a deposit to you without prior notice, whether the deposit is attempted to be made by you or anyone else on your behalf. We reserve the right to return to you any item or other charge that we receive for deposit to your account, if we decide not to handle that item or other charge. If we make this decision, we will send a notice by the next business day after we receive it.

You authorize us to present an item again for payment, after it has been returned or dishonored, without telling you that the item was returned unpaid or that we are presenting it again. If we present a returned item again, there is a fee. See the Business Fee Schedule. You also authorize us to process and deliver to you a photocopy or other image of a returned item or other returned item, in lieu of the original, whether it is charged back to your account or automatically presented again, and whether or not the original item is available.

Deposits received at unstaffed facilities will be credited on the day funds are removed, verified, and processed by us. We may delay the verification of large currency and coin deposits until such time as armored transportation to a secure facility is completed,

and delay the posting of the deposit to your account until verification and processing is complete. We may pass-through the costs or otherwise charge you a fee for the additional secure logistics that we require. We are not responsible for transactions initiated by mail until we actually receive them. Deposit receipts do not necessarily indicate the correct balance in the account or the amount being deposited. Any credit to an account is subject to final verification, payment, and adjustment by us from time to time. This may be due, for example, to the return of an item you deposited which was unpaid or if a deposit is posted in the wrong amount.

Provisional Credit; Returned and Unpaid Items and Other Credits – Any item or other charge posted for credit to your account, including an item we cash for you, is subject to final payment by the payor or receiving bank (as applicable). If we credit your account for an item or other charge, we may charge back that item or other charge at any time, if we do not receive payment for the item or other charge or if we receive notice that the item or other charge will not be paid. We act as a collection agent for you when we receive an item for deposit or when we cash an item for you, and are not responsible for the negligent actions or inactions of other financial institutions during the collection process. You assume all risk of loss of an item in transit. You authorize us to reverse any credit given and any interest accrued for an item that is lost in transit or otherwise not paid, and we may recover from any account you maintain with us the funds given to you for a cashed item that is lost in transit or otherwise not paid. You agree that we can notify you of the return as part of the account statement or other communication method (including electronic communication). We reserve the right to charge the applicable account if an item credited to the account is dishonored, returned or not paid even if we have not sent you notice of the dishonor, return or nonpayment. We also reserve the right to charge a dishonored, returned or unpaid item or other charge against the applicable account even if the item or other charge is dishonored or returned late, the dishonor or return does not comply with applicable laws, rules or regulations (including any clearinghouse rules), or we could have made a claim for reimbursement on the item or other charge from the bank on which the item was drawn or from another bank. We may charge a dishonored, returned or unpaid item or other charge against the applicable account even if the charge results in an overdraft. You authorize us to charge your account for the amount of the item and for any returned item fee for each item returned unpaid, even if there is a delay in notifying you or in returning the unpaid item (or photocopy or other image) to you.

You authorize us without notice to you to charge an item back to your account even if you have already used the funds, if we receive an affidavit of forged indorsement or alteration, or similar document, and we have no obligation to investigate the accuracy of such affidavit or similar document. You acknowledge that we may not return an item to you if we cannot recover its full amount from your accounts.

Daily Cutoff Time – All transactions received after our daily cutoff time on a business day, or received on a non-business day, may be treated and recorded as if initiated on the next business day that we are open. The Bank's daily cutoff times may vary by location. Check with your branch for that branch's daily cutoff time. If the daily cutoff time is not stated, the cutoff time will be at close of business day of the branch.

Collection Items – Handling an item as a "collection item" means that instead of accepting an item for deposit, we send the item directly to the item issuer's financial institution for payment. If the item is returned unpaid, we will return the item to you. The fee for this service is disclosed on the Business Fee Schedule. We are obligated only to use ordinary care in collecting items on your behalf. You agree that the Bank has sole discretion to determine whether to accept an item for deposit or collection. If we do credit your account for a collection item, but do not receive final payment for an item or if the item is later returned, we may charge your account for the item plus any interest earned and associated fees. You agree to be responsible for all fees and charges assessed in the collection process as outlined on the Business Fee Schedule. We may notify you that an item is not eligible for a deposit, but rather a collection item, as soon as practicable after we determine to handle the item as a collection item. This may include after you have left a branch, for example. Items drawn on an institution located outside the United States are handled on a collection basis only. Collection items may be credited to your account, however you agree that availability of these funds may be delayed by us until we receive final payment.

You waive any notice of nonpayment, dishonor, or protest regarding any items purchased or received by us for credit to your account or for collection. An item or item accepted for collection will not be deemed accepted for deposit for purposes of Regulation CC and is not governed by the Bank's Funds Availability Policy.

DIRECT DEPOSITS

If, in connection with a direct deposit plan, we deposit or credit any amount in your account which should have been returned to the state or federal government or any other third party for any reason, you authorize us to deduct the amount from your account or from any other account you have with us without prior notice and at any time, except as prohibited by law or regulation. You also authorize us to use any other legal remedy to recover the amount of our liability.

DISPUTED OWNERSHIP

If a dispute arises over control of or access to your account, or if we receive conflicting instructions from you (including any owner, joint account holder, contracting officer and/or other authorized signer on your account), or in the case of a corporate or partnership or association/LLC account, conflicting board resolutions or partnership authorizations or member instructions, we may require, but are not obligated to require, the signatures of all authorized signers on items, withdrawals, or other transactions. We may also, but are not obligated to, "freeze" the account until we get evidence satisfactory to us that either the dispute is resolved or there is general agreement on payment of the funds in the account.

During the time that we require additional signatures or freeze the account, you authorize us to do one or more of the following:

- (1) We may ignore any instructions (such as an instruction by one account holder not to honor items or other withdrawal orders by another account holder) that conflict with the terms of the signature card for the account unless all account holders sign the instructions;
- (2) We may reverse any debits or credits to the account in dispute, or other accounts with us, to correct what we believe in our sole discretion resulted from action taken to the disadvantage of one account owner, over another;
- (3) We may return items unpaid, marked "Refer to Maker" or otherwise at our discretion;
- (4) We can close the account and issue a single Cashier's Check for the available account balance jointly payable to all account owners, or to all signatories to the account and we may mail or deliver that check to any one of the account holders or signatories, or to the address of record;
- (5) We may commence an action in interpleader, which is giving the disputed funds to a court so that it can decide who has the right to control the funds. We will not be liable to you for any costs, claims, damages, or other expenses that result from the payment or non-payment of items or other request for payment of the deposited funds. We will charge the account for our costs and expenses (including attorneys' fees) in commencing an action in interpleader or may seek recovery of such costs and expenses from the funds deposited in the interpleader action;
- (6) Continue to pay items and other withdrawals when the instructions to do so are given to us by an owner of the account according to our records; and/or
- (7) We can take any other action we believe to be reasonable under the circumstances even if the action is not listed here. These actions include but are not limited to any specific procedures that may be applicable under a law or regulation.

You agree to assume all liability for, and you agree to indemnify, defend, and hold us harmless from and against any and all losses, damages, claims, costs or expenses (including attorneys' fees and costs) incurred by us as a result of any dispute that arises under this Section. In addition to the foregoing rights, you authorize us in our sole discretion to elect to close your accounts pursuant to this Agreement.

ELECTRONIC COMMUNICATIONS

You agree that we may use electronic communication to enter into agreements and contracts between ourselves and you and otherwise to establish terms and conditions for products and services you receive from or through us. Electronic agreements may be provided to you through such things as hyperlinks or "click-through" agreements on our web site. Your consent to or agreement with the electronic communication in these circumstances may occur by your clicking "agreed" or similar terms, or by your subsequent use of a product or service, or otherwise as may be specified in the communication or as provided by law (subject to any limitations set forth in the communication). Your signature and agreement may be obtained by us electronically and includes mouse clicks, key strokes, your use of passwords or other authentication systems, or as is otherwise set forth in the particular electronic communication.

You agree not to contest the authorization for, or validity or enforceability of, our electronic records and documents, or the admissibility of copies thereof, under any applicable law relating to whether certain agreements, files or records are to be in writing or signed by the party to be bound thereby. Records and "signed" documents, if introduced as evidence on paper in any judicial or other proceedings, will be admissible to the same extent and under the same conditions as other documentary business records. Upon our request, you agree to manually sign or place your signature on any paper original of any record or "signed" document which we provide to you containing your purported signature.

ESCHEAT NOTICE; DORMANT ACCOUNTS

The funds in your account may be transferred to the appropriate State if no activity occurs in the account within the time period specified by state law.

We may consider accounts with no activity for a requisite period to be dormant. We may, but are not obligated to, try to contact you before we classify the account as dormant. A dormant account will continue to be charged a normal Monthly Maintenance Fee or service charge. We may, but are not required to, hold statements on accounts that are in a dormant status until the account has been removed from dormant status. You authorize us to, at our discretion, refuse to permit withdrawals from an account that has become dormant until we are satisfied that we are dealing with the true owner or authorized signer of the account.

If an account or other property is inactive for more than three (3) years (or other escheat period or as required by escheat law as may apply to the account or property), we may comply with what we in good faith believe to be any legal requirement to turn the balance over to the State of California or to another jurisdiction. To the extent required by law, we will send a notice to your last known address before we turn your account or other property over to the state. A dormant account escheatment fee may be imposed against your account for this notice. Refer to the Business Fee Schedule. If your mail has been returned to us as undeliverable, we may not send you any notice. If you discover that an account of yours has been turned over to the State, you may reclaim your funds by submitting proof of ownership to the State Controller's office in Sacramento or to such other comparable authority as may be responsible for escheated funds.

FACSIMILE OR MECHANICAL SIGNATURES

Many customers use a facsimile or other mechanical signature, including a stamp, referred to herein as ("facsimile signature") to authorize transactions, provide and authorize instructions and to indorse or otherwise complete other documents. If you use any form of facsimile signature in connection with any account, you agree to deliver a sample to us before you begin using it, and to execute and deliver agreements in a suitable form, if we so require. If you use a facsimile signature for any of these purposes, you are responsible for any such transactions, instructions or indorsements that appear to us to bear a signature that resembles the signature of a person authorized to sign on your account. When you use a facsimile signature in connection with any account, you agree you shall have the sole responsibility for maintaining security of the facsimile signature or device by which it is affixed, and you shall bear the entire risk for unauthorized use thereof, whether or not you are negligent, except as may be required by law. You agree that we may rely on

facsimile signatures that resemble the appropriate original or any signature specimen given to us and that appears to have been made through an authorized medium, regardless of how the facsimile signature came to be placed on the item. We may rely on facsimile signatures, even if they were placed on items without your knowledge or consent. We may pay items bearing facsimile signature, regardless of the persons to whom they are drawn or paid. A facsimile signature that resembles an authorized signer's signature or any facsimile signature specimen is not considered a forgery or an unauthorized signature, and such a facsimile or automated signature shall be effective as your signature or indorsement, without regard to color variation, whether or not you have been negligent. You further agree to indemnify, defend, and hold us harmless from and against any and all losses, damages, claims, costs or expenses (including attorneys' fees and costs) incurred by us as a result of the unlawful use, unauthorized use, or misuse by any person of any such facsimile signature or the device by which it is affixed. This means that we are not responsible for any misuse of a facsimile signature we believe you authorized.

FDIC INSURANCE

We are a member of the Federal Deposit Insurance Corporation (FDIC). At this time, the standard deposit insurance amount is \$250,000 per depositor, per insured bank, for each account ownership category.

For current information relating to deposit insurance coverage, you may contact the FDIC toll-free at 1-877-275-3342 or visit the FDIC website at www.fdic.gov.

FEES

The fees associated with our business deposit accounts are provided in our Business Fee Schedule. You agree to pay the fees we charge, and you give us the right to collect any fees, as earned, directly from any of your account balances. All fees are subject to change by us at any time. You can get current information about services and fees that apply at any of our branches, by phone through the Customer Service Department at 1-800-922-8742, or online at www.tricountiesbank.com.

FORCE MAJEURE

Notwithstanding any other provisions of the Agreement, the Bank shall not have any responsibility or liability for any failure, error, malfunction or any delay in carrying out any of its obligations under the Agreement if such failure, error, malfunction or delay results from events due to any cause beyond its reasonable control, including, without limitation, unavailability of any communications system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes, stoppages of labor or industrial action of any kind, riots, insurrection, war or acts of government, power or equipment failure (including that of any common carrier, transmission line or software), emergency conditions, adverse weather conditions or any other factor, medium, instrumentality, condition or cause not in the Bank's control. We will not be liable or responsible for the acts or omissions of any other financial institution or any third party or for any inaccuracy or omission in a notice or communication received by the Bank from you, your agents, your authorized signers, other financial institutions, or any other third party. In addition, we shall be excused from failing to transmit, or delaying the transmission of, any transaction, if such transmittal would result in our having exceeded any limitation upon its intra-day net funds position established pursuant to present or future FRB guidelines or in our otherwise violating any provision of any present or future risk control program of the FRB or any rule or regulation of any other U.S. governmental regulatory authority. The Bank shall not be liable for any failure to perform any of its obligations under the Agreement if such performance would result in it being in breach of any law, regulation, requirement or provision of any government, government agency, banking or taxation authority in accordance with which the Bank is required to act, as shall be determined in our sole discretion.

FOREIGN CURRENCY AND INSTRUMENTS

You may not write items or other withdrawal orders on your account which order payment in a foreign currency.

The processing and collection of foreign instruments are not subject to United States laws and regulations. We may refuse to accept for deposit or collection an item that is payable in a currency other than United States Dollars or that is drawn on a bank or a branch of a bank located outside of the United States (a "foreign instrument"). If we accept a foreign instrument for deposit or collection, you bear all the risks associated with the collection process and foreign currency fluctuation (exchange rate risk). A foreign instrument may be returned unpaid much later (sometimes several months after we process the foreign instrument) than instruments that are drawn on banks located in the United States. You bear all the risks of a late return. We may decide not to credit a foreign instrument to your account until we receive the proceeds in cleared funds from the paying bank. If we do provide credit, such credit is provisional and we may reverse the credit at any time if the foreign instruments is returned unpaid or is initially paid but then subsequently returned for fraud or any other reason. You agree that we may use the current exchange rate and we may charge your account for the full value of the foreign instruments, including any applicable fees, which may result in a loss to you. You are responsible for all fees incurred including exchange rate, our collection fee, and other charges assessed by the payor bank. You understand that foreign instruments sent for collection are sent solely for you and at your risk and that we are not liable for any event in the collection process which is beyond our control including a default by any banks or agents involved in the collection process or for loss of the foreign instrument in transit.

FUNDS AVAILABILITY POLICY

Your Ability To Withdraw Funds

Our policy is to make funds from your cash and check deposits available to you on the first business day after the 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.

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 closing time for the branch on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the closing time of the branch, through 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 \$225 of your deposits, however, may 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 send you the notice by the next business day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available;

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

- We believe a check you deposit will not be paid;
- You deposit checks totaling more than \$5,525 on any one day;
- You redeposit a check that has been returned unpaid;
- You have overdrawn your account repeatedly in the last six months; or
- 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.

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 \$5,525 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 \$5,525 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 \$5,525 will not be available until the second business day after the day of your deposit.

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

Holds on Other Funds (Check Cashing)

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

Holds on Other Funds (Other Account)

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

HEADINGS/TERMS

The headings in this Agreement are for convenience only and are not part of these terms.

INDORSEMENTS

You warrant that all indorsements on items deposited to your account are genuine and further warrant that you are authorized to negotiate and/or deposit any items that contain no indorsements. We are authorized to supply your indorsement to any item taken for collection, payment, or deposit to your account. Also, we are authorized to collect any unindorsed item made payable to you without first supplying your indorsement, provided the item was deposited to your account, but may, at our option, require your personal indorsement prior to accepting an item for deposit.

We may require that each payee personally indorse any items, including government checks, insurance company items, or other special types of items. You agree to indemnify, defend, and hold us harmless from and against any and all losses, damages, claims, costs or expenses (including attorneys' fees and costs) incurred by us in connection with your failure to indorse an item exactly as it is drawn or for any item that is alleged to have a forged, missing or unauthorized indorsement.

We are not bound by any restrictions you make on the face of an item or in the indorsement of any items unless we agree in writing to them.

We reserve the right to refuse items that bear or require more than one indorsement, including the indorsements of individuals who are not known to us. If you wish to deposit or cash an item which has been previously indorsed by one or more individuals, we reserve

the right to require all indorsers to be present before we accept the item or to require that their indorsements be guaranteed by their financial institution.

To the extent legally permitted, each co-owner of an account appoints the other co-owner as his or her attorney-in-fact with full power to indorse the name of any co-owner on any item for deposit, or to deposit without indorsement any such item, into the account or cash the item.

JOINT ACCOUNT LIABILITY

If your account is a joint account, any one of the account holders may, without notice to the other account holders, initiate withdrawals or close the account, and, in the case of checking accounts, write items against the account or request stop payment. Each joint account holder is jointly and severally liable to us for any and all overdrafts to the account.

LARGE CASH WITHDRAWALS

We may require reasonable advance notice for large cash withdrawals. We may also refuse to honor a request to withdraw funds in cash from your account or to cash an item (including a Cashier's Check or other official item) at a branch if we believe that the amount is unreasonably large or that honoring the request would cause us an undue hardship or security risk. We may require that such withdrawals be made at one of our cash vault facilities by an armored courier, acceptable to us and at your sole risk and expense. We are not responsible for providing for your security in such transactions. Rather than permitting a large cash withdrawal, we reserve the right instead to provide you with a Cashier's Check for the amount requested.

LEGAL PROCESS

You authorize us to accept and act on any legal process that we believe to be valid without any liability by us to you, whether served in person, by mail, by facsimile transmission or electronic communication, and whether at locations other than the branch or office at which the account, property, or records are held or in one state for property or records held in another state. "Legal process" includes a subpoena, restraining order, injunction, writ of attachment or execution, levy, garnishment, or other legal order relating to you or your account. If we are permitted, we will use good faith efforts to send you notice of any legal process received by us, but this Agreement does not require us to do so.

If we receive legal process against your account which requires us to attach, garnish or turn over your funds, and you do not have enough funds in the account to cover the legal process, we may return items or other items presented against your account the previous business day and apply the funds to satisfy the conditions of the legal process. If any legal process directs us to attach, garnish or turn over funds or other property, then, depending on the type of order, we either immediately deliver the funds or property or hold them for a legally permitted period. We do not pay interest on the funds during the period we hold them. If we use funds from a time deposit account, we may impose an early withdrawal penalty.

You authorize us to charge your account a legal process fee for each order. See the Business Fee Schedule. You agree to pay our fees and expenses for research and copying of documents and all other expenses, including administrative expenses, we incur in responding to any legal process related to your account. These may include attorneys' fees. You authorize us to deduct these fees and expenses from any of your account(s) without prior notice to you.

Any legal process requiring us to attach, garnish or turn over your funds shall be subject to the Bank's right of setoff and security interest in the account. We are not liable to you for not paying items because we have withdrawn funds from your account or in any way restricted your access to funds because of a legal process or our setoff.

LIMITATION ON LIABILITY; HOLD HARMLESS AND INDEMNITY

Except as otherwise stated in this Agreement or as specified by applicable law, we will be liable to you only for damages arising directly from our intentional misconduct or gross negligence. "Ordinary care" requires only that we follow standards that do not vary unreasonably from the general standards followed by similarly situated banks. Our policies and procedures are general internal guidelines for our use and do not establish a higher standard of care for us that is otherwise established by the laws governing your account. A mere clerical error or an honest mistake will not be considered a failure by us to perform any of our obligations.

Except to the extent limited by applicable law, we are not liable for loss, damage, harm or expense ("Loss") from: (a) any inaccuracy, act or failure to act of any person not within our reasonable control; (b) the failure of other financial institutions to accept or perform in connection with items or other charges; or (c) your negligence or breach of this Agreement.

Our liability for any act or failure to act is limited to your direct Loss (and interest on that loss, if required by law, at the average Federal Funds rate at the Federal Reserve Bank of New York for the period). Except if specifically imposed by statute that cannot be waived between parties, WE ARE NOT LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES, such as loss or damage from subsequent wrongful dishonor from our acts or omissions, even if we are aware of the possibility of the same.

In addition to any other rights we may have under this Agreement or any related agreement, or at law or in equity, and except as expressly limited by applicable law or regulation, you agree that you will indemnify, defend, and hold harmless the Bank and our directors, officers, shareholders, employees and agents, against any and all third party suits, proceedings, claims, demands, causes of action, damages, expenses (including reasonable attorneys' fees and other legal expenses), liabilities and other losses ("Indemnified Losses") that result from or arise out of: (a) the wrongful acts or omissions of you, or any person acting on your behalf (including without limitation your processor, if any), in connection with your use of your accounts or services we offer to you, including, without limitation: (i) the breach by you of any provision, representation or warranty; (ii) the negligence or willful misconduct (whether by act or omission) of you, your customers, your processor (if any) or any third party on behalf of you; (iii) any misuse of the account or services by you, or any third party within the control or acting on behalf of you; or (iv) the failure by you to comply with applicable state and federal laws and regulations applicable to you; (b) any act or omission of ours that is in accordance with this Agreement or instructions from you; (c) actions by third parties, such as the introduction of a virus that delay, alter or corrupt the transmission of information to us; or (d) any loss or corruption of data in transit from you or your processor to us.

LIMITATION ON TIME TO SUE

Unless a shorter time is prescribed in another provision of this Agreement, an action or proceeding by you to enforce an obligation, duty, or right arising under this Agreement or under applicable law with respect to your account must be commenced within one year after the cause of action accrues.

LOST/STOLEN/DESTROYED CASHIER'S CHECKS

You do not automatically have the right to stop payment on Cashier's Checks you purchase from us. If a Cashier's Check is lost, stolen or destroyed, please contact us for the procedures to obtain reimbursement or have the Cashier's Check reissued. In general, you must complete a declaration of loss form describing the Cashier's Check and how it was lost, stolen or destroyed. We will then wait ninety (90) days from the date the check was issued before we pay your claim. If ninety (90) days has already passed, we will act on your claim within a reasonable time. If the check is presented during the ninety (90) day waiting period, we may pay the item to a person entitled to enforce the check. If this happens, we will not pay your claim.

If we determine that any such instrument is presented by or on behalf of a person who may be a holder in due course or who may otherwise have the right to obtain payment of the Cashier's Check from the Bank, we may, without notice to you, pay the Cashier's Check, even though you may have paid us a fee to not honor the Cashier's Check.

LOST ITEMS AND DELAYED RETURNS

We act only as a collection agent for you when we receive an item for deposit or which we cash for you. If that item is lost, stolen or destroyed in the process of collection, we may reverse the credit for any deposit or charge your account for the cashed item.

You are responsible for the condition of an item when you issue it, or present it for deposit to your account. If an item is returned or payment is delayed as a result of any writing or marking that you or a third party placed on the front or back of the item, you will be responsible for any costs or liabilities incurred as a result.

MONITORING, RECORDING AND RETAINING

You authorize us (but we are not obligated) to monitor, record electronically and retain telephone conversations and electronic communications between you (including your purported authorized representatives) and us. Accordingly, you agree on behalf of yourself, and your employees and agents that we may monitor and record your telephone and electronic communications in connection with your account at any time, without further notice. You agree that we may produce the telephonic or electronic recordings or computer records as evidence in any proceedings brought in connection with the Agreement, and you hereby acknowledge the validity and enforceability of such telephonic or electronic recordings.

NOTICES

Except as otherwise provided in this Agreement, all notices and other communications by you to us shall be in writing and, addressed to:

Tri Counties Bank
PO Box 909
Chico, California 95927

or at such other address as we may specify in writing. Notices and communications to you may be mailed or made available to you electronically at the statement, email or mailing address shown for you in our records, or at our website. Any notice or communication sent or made available by us to you will be deemed given and effective when sent or otherwise made available to you, or as otherwise stated in the notice or communication. Certain notices and communications may be provided to you by telephone, facsimile or other electronic transmission at the telephone number, facsimile number or other location or number as shown in our records.

Any notice, instruction, or other communication sent by you to us will be effective when we have actually received and have had a reasonable time to act on the notice, instruction, or other communication. Notwithstanding anything to the contrary herein, we may rely on all notices, instructions, and other communications sent to us via facsimile or electronic transmission as though they are originals. Without limiting the foregoing, we are entitled to rely on any notice, instruction, or other communication believed by us in good faith to be genuine or to have been signed or authorized by your authorized representative.

If there are multiple authorized signers, we may send or make available communications to any one or more of them (unless otherwise agreed by us). You assume the risk of loss in the mail or in electronic transit.

If we hold Bank mail for you and a statement or other communication is not picked up within 30 days, we may send it to you at the address shown in our account records or destroy it. If a statement and/or notice is returned to us by the Postal Service for any reason, we may hold subsequent statements and notices of every kind until we receive forwarding information from you.

ORDER OF PAYMENTS

The order in which we pay your checks and any other transactions is important if there is not enough money in your account to pay all of the transactions presented on one day. In the normal course of business, we generally post transactions presented on a single banking day in the following order:

- (1) All credits/deposits.
- (2) Cash paid items – checks you have written that are cashed in person at a Bank branch.
- (3) Debit card point-of-sale transactions and ATM withdrawals will be debited in the order received.
- (4) Electronic debits through Online Banking, Mobile Banking, Cash Management or the 24 hour automated customer service.
- (5) Electronically-converted checks and Automated Clearing House (ACH) transactions including electronic BillPay payments.
- (6) Checks (including paper BillPay payments) will be debited in check number sequence. This means that the check with the **LOWEST** check number will be paid **FIRST** and then the remaining checks will be paid in sequence to the highest check number.

We reserve the right to change the payment order of items without notice to you if we suspect fraud or possible illegal activity affecting your account. Also, please be aware that the order in which we pay transactions may create multiple overdrafts during a single banking day. For more information on overdrafts, refer to the section below, "Overdraft Practices."

There is no particular order of payment that is favorable to you in every instance. There are advantages and disadvantages for any order of payment. In some cases your more important transactions (which may be those with higher dollar amounts) may get paid later in this sequence or may not be paid at all depending upon your account balance and the available Overdraft Privilege limit assigned to your account, (if applicable). Using this sequencing method is our way of trying to be neutral.

OTHER AGREEMENTS

You may have other written agreements with us which, by their terms, supersede this Agreement in whole or in part.

OVERDRAFT LIABILITY AND RELATED FEES

We have no liability to you for rejecting some checks or other charges and paying others, or otherwise processing a transaction when your account is overdrawn, even if:

- The check or other charge that we choose to pay is payable to us; or
- Your account is overdrawn due to Bank charges.

Each account owner is jointly and severally responsible for paying all overdraft amounts created by any authorized signers, regardless of whether the account owner authorized the check or other charge or received any benefit from the check or other charge. If you receive from the federal government or a state government, electronic deposits to your checking account of statutorily protected federal or state benefits and you do not want us to deduct from those funds the amount your account is overdrawn and any related overdraft fees, please contact us at 1-800-922-8742. If you wish to pay the amount your account is overdrawn and the related overdraft fees separately, you may do so at one of our branches.

If we pay an item or other charge, cash a check for you, or process a transaction, and the amount we pay or process is more than the available balance in the account on which it is drawn, we may hold balances in other accounts of yours, up to the amount we have paid until we have received final payment for the check we paid or the transaction we processed.

Unless otherwise agreed between you and us, if we pay checks or other charges by overdrawing your account, we are not obligated to continue paying your overdrafts in the future. We may stop paying overdrafts without notice to you. If we pay your check or other charge against nonsufficient funds, you must deposit enough to cover your overdraft and any Bank fees or charges. You will be required to pay for any costs of collection (including attorneys' fees) that we incur in recovering from you.

Non-Sufficient Funds (NSF) or Uncollected Funds (UCF) Fee – Without limiting any other provision of this Agreement, if you have no overdraft coverage (meaning you are not enrolled in one or more of the overdraft products or services described below), typically your overdraft transactions will be returned, rejected or declined rather than paid. Subject to the "Force Pay Transactions" described below, if you have no overdraft coverage, typically the following will happen:

- Your everyday debit card transactions or ATM transactions will be declined rather than paid. We do not charge a fee for declining your debit card or ATM transactions. Typically, merchants also do not charge a fee for declined ATM or everyday debit card transactions. You will simply need to arrange for an alternative form of payment.
- Your checks, ACH transactions, recurring debit card transactions and other transactions made using your checking account number will be returned or rejected rather than paid. Please see the Business Fee Schedule for the current fee for returned checks or ACH transactions. Some merchants may also assess a returned check fee, of which we have no control, but you should see a warning from the merchants on their returned check policy.

Force Pay Transactions. There may be instances where we will pay a transaction even if you do not have sufficient funds in your account to cover the transaction and no overdraft coverage. These transactions can occur, for example, when an ATM transaction or everyday debit card transaction is approved but later other transactions reduce the balance in your account before your ATM transaction or everyday debit card transaction is posted to your account. Under these circumstances, we will still pay (or "force pay") the transaction and you will NOT be charged a fee.

There may also be instances where the Bank will force pay a recurring debit card transaction. This would also occur if, for example, the recurring debit card transaction is approved, but later other transactions reduce the balance in your account before your recurring debit card transaction is posted to your account. Under these circumstances, we will force pay the transaction and you will NOT be charged a fee.

Although this represents the Bank's policy with respect to Force Pay Transactions, it is more likely than not that if you have no overdraft coverage, your transactions will be returned, rejected or declined as described above rather than force paid.

OVERDRAFT PRACTICES

We offer different overdraft protection options: Linked Deposit Account, Automatic Cash Reserve and Overdraft Privilege.

- (1) Linked Deposit Account allows you to link your Tri Counties Bank accounts as a form of overdraft protection. For the fees and other terms that apply to Linked Deposit Account, please refer to the Linked Deposit Account and Automatic Cash Reserve Disclosure and the Linked Deposit Accounts Authorization.
- (2) Automatic Cash Reserve (ACR). We also offer ACR as an overdraft protection option. This is a line of credit for which you must apply and is subject to credit approval. This is not a commitment to lend. Other restrictions apply. Call us at 1-800-922-8742 for more information and to obtain an application.
- (3) Overdraft Privilege is our automated discretionary overdraft service. For the fees and other terms that apply to Overdraft Privilege, please refer to the Business Overdraft Privilege Disclosure.

POSTDATED, STALE-DATED AND OTHER CHECKS

Processing checks is a highly automated service, and we use commercially reasonable efforts to process them. We may pay checks drawn on an account even if one or more of the following are true: the check is dated after the date we pay it; the check is presented to us for payment more than six months after the date on the check; a stop payment previously requested has expired; the check contains language that purports to make it void before the time it was paid; or the check contains other language that purports to establish conditions under which it may be paid.

We are not obligated to, but may at our option, pay a check, other than a certified check, presented for payment that is postdated. A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. If you do not want us to pay a postdated check, you must place a stop payment order on the check in the manner we have described elsewhere.

Upon presentment of an item for payment more than six (6) months after its date, you agree that we may, in our sole discretion and without notice or inquiry to you, charge your account for the item. However, we are not obligated to do so. You agree that our obligation of good faith does not require us to make any inquiry of you or require us to give you notice prior to the payment of an item more than six (6) months after its date. Our payment of the item will be in good faith absent written notice from you in the form of a timely received stop payment order. If you want to ensure that we do not pay a stale-dated item, you should place a stop payment order on the item.

POWER OF ATTORNEY

Under certain types of account ownership, you may authorize another person as your agent and attorney-in-fact to act on the account ("agent"). You shall be bound by and responsible for the actions of your agent, even if the agency relationship is not indicated on the item, withdrawal order or other instruction. Prior to accepting the authority of your agent, we may require the appointment to be in a form satisfactory to us. Unless prohibited by law, we may reasonably refuse to honor a power of attorney or agency that you grant to others for any reason. We may require you or your agent to present the original form. In some cases, we may require that the agent confirm in an affidavit that the powers have not been revoked or terminated. We may continue to rely on the instructions and actions of your agent until we receive written notice in accordance with applicable law and this Agreement that the agent's authority has been terminated, and we have had time to act upon it. You must tell us of any changes involving the power of attorney. We will not be liable to you or anyone else if we, in good faith and without actual knowledge that the power of attorney is deficient or has terminated for any reason, act on the written instructions of your attorney-in fact. We may charge you a Legal Document Review fee to cover our costs to review any power of attorney document other than the form we provide.

PREVENTING FRAUD

To help you protect your account, you should consider using some or all of the following preventative measures: reconciling your statements as you receive them, watching for out-of-sequence checks and checks made payable to cash, and reviewing your transaction activity for unexpected fluctuations. Business customers should consider assigning responsibilities for opening mail, reconciling bank statements, and issuing checks to different individuals. Do a thorough background check on agents, bookkeepers, accountants or other employees who may be handling any part of your banking and/or who have access to your confidential records. You must contact us immediately if you discover any irregularities.

You should be cautious about giving someone your account number. If you give your account number to a third person and authorize that third person to initiate one or more transactions on your account, you may be liable for all transactions initiated by the third person even if you did not intend to authorize a particular transaction.

Positive Pay is an additional fraud prevention service offered by the Bank for an additional fee. See the Business Fee Schedule. This service allows the business customer to transmit a list of checks that are written on their account to the Bank. The bank, in turn, compares the list to incoming items presented for payment.

RELATIONSHIP

Our relationship with you concerning your account(s) is that of debtor and creditor. No fiduciary, quasi-fiduciary or similar special relationship exists between yourselves and us.

RELEASING ACCOUNT INFORMATION

You authorize us to release information regarding the current status and history of your account to others. For example, we may release information: (1) where it is necessary or helpful to complete a transaction; (2) to verify the existence and condition of your account for a third party, such as a merchant or another financial institution; (3) to comply with the law or a court order; (4) when an inquiry is made regarding whether your account has sufficient funds to cover an item drawn on your account; (5) with your authorization; (6) for other legitimate business purposes; and (7) as otherwise permitted by law.

The Bank, from time to time, enters into agreements with third parties to provide bank-related services for the Bank. The services provided by the third parties may include check processing services, data processing services or other bank-related services. You authorize us to release information regarding your account to such third party service providers in connection with the service providers providing bank-related services for the Bank.

REMOTELY CREATED CHECK AND ELECTRONIC ITEMS

A remotely created check is a document not signed by the customer that is created by a third party under the purported authority of the customer for the purpose of charging the customer's account with a financial institution. A remotely created check is also known as a demand draft. A remotely created check must contain the customer's account number and may contain the customer's printed or typewritten name, a notation that the customer authorized the draft, or the statement "no signature required" or words to that effect.

If you voluntarily give information about your account (such as our routing number and your account number) to someone and authorize them to draw against your account, we may charge your account and pay any items, including remotely created checks initiated by the person to whom you gave the information. You also agree that we may pay an electronically created item even though the item was not created from an original paper check, whether presented in the form of a remotely created check or an electronic item. You authorize us to continue to honor items or debits from a payee previously authorized by you, until you instruct us to cease to do so, whether or not the payee is acting within the scope of your initial authorization, subject only to such liability as may be imposed upon us by law. If you want us to stop honoring items from a payee previously authorized by you, you must tell us in writing. Until you notify us that such items are not authorized, we can continue to pay them and will not be liable to you even though the items are not in accordance with any authorization you may have given.

This does not, however, obligate us to honor remotely created checks or similar items or entries. We may refuse to honor remotely created checks or similar items or entries without cause or prior notice, whether or not we have honored or dishonored similar items or entries previously.

You agree that we are under no obligation to verify whether the name and account number shown on the remotely created checks are accurate. If any information on a remotely created checks is incomplete, inaccurate, or in error, you agree that we may, at our sole discretion, either pay the remotely created checks and charge your account for the item as drawn or refuse to honor the remotely created checks and, without prior notice to you, return the item unpaid. You further agree to indemnify and hold the Bank harmless for losses resulting from our honoring or dishonoring any such debit.

RESERVE ACCOUNT

You agree that you will, if requested by us at any time, establish one or more reserve accounts to be maintained with us in type (including time deposits) and amount satisfactory to us, to serve as collateral for and to secure your obligations to us under the Agreement. We may restrict or prohibit your access to any reserve account(s) and the funds on deposit in them, and we may hold such accounts following termination of the Agreement for a period of time sufficient to protect us against loss. We may increase or decrease the required reserve account amount from time to time, upon notice to you and you agree to provide immediately available funds to cover a reserve amount requested by us. In addition, we may transfer funds from another account of yours, or use funds payable to you or owed by us to you under the Agreement, and credit such funds to a reserve account if a deficiency exists between the available funds in your reserve account(s) and the amounts specified by us as the required reserve amount.

RIGHT TO SETOFF

Subject to applicable law, we may, but are not obligated to, use the funds in your accounts to pay any due and payable debt(s) and obligation(s) that you owe us which are not paid when due. This is referred to as a "setoff." If we exercise this right of setoff, we shall comply with all applicable laws. We will notify you promptly of the action taken. Generally, you agree that all sums in deposit accounts will be subject to our right of setoff for liabilities owed to us by any one or more of the account owners, including any other person who is a joint account owner; or any partnership of which you are a general partner; or any other person or entity with whom you are a co-obligor, or have agreed to act as surety or guarantor, or for whose debts you are liable or may be contingently liable. You authorize us to use account funds to pay your debts and obligations to us even if the setoff results in an early withdrawal penalty or the dishonor of items. If your account is a checking or money market account and if we exercise our right of setoff, our duty to pay any items presented for payment on your account during the business day preceding the day on which the setoff occurs may be terminated, and you agree that we may return those items unpaid. If we do return items, we also will charge you a non-sufficient funds fee for each returned item. See the Business Fee Schedule.

If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we charge the account, including any balances for which we properly accelerated the due date under the note.

We will not be liable for the dishonor of any item or draft when the dishonor occurs because we charge and deduct an amount you owe us from your account. You agree to hold us harmless from any claim arising as a result of our exercise of our right to repayment.

This right of setoff does not apply to this account if: (a) it is an IRA or a tax-deferred retirement account; (b) the debt is created by a consumer credit transaction under a credit card plan; or (c) the debtor's right of withdrawal only arises in a representative capacity.

SAFEGUARDING BLANK AND CANCELLED CHECKS

You agree to safeguard your blank and cancelled checks and to take reasonable steps to prevent unauthorized access to or use of your checks. This means that you will store them under proper control in a secured, locked location accessible only to authorized signers. You further agree to notify us immediately if one or more of your blank checks are lost or stolen. You agree to accept all responsibility for any failure to safeguard your blank checks.

SAMPLE SIGNATURES

To determine the authenticity of your signature, we may refer to the signature card or to an item or other document upon which your signature appears. We may use an automated process to reproduce and retain your signature from an item based on the format and other attributes of checks we offer to customers.

SECURITY INTEREST

You grant us a security interest in your accounts to secure the repayment of any obligation that you incur under the Agreement. The security interest provided under the Agreement is in addition to any other security interest we may have in your accounts or other assets. This security interest will survive termination of the Agreement.

SEVERABILITY

If any provision of this Agreement is determined to be void or invalid, the remainder of the Agreement shall remain in full force and effect. No provision of this Agreement shall be deemed to deny (and any term to the contrary is modified so as not to deny) protections, rights or privileges that under state or federal law are required to be made available to consumers or to consumer accounts, except that any modification of your protections, rights and privileges under this Agreement will be effective to the extent (but only to the extent) that the relevant state or federal law allows us and you to agree to modify them.

SIGNATURES GENERALLY, FORGERIES, MISSING SIGNATURES AND ALTERATIONS

The authorized signatures for an account are noted on the account signature card. Any one of the authorized signers may sign items or withdrawal orders and give us instructions regarding the account. We do not offer accounts on which two or more signatures are required for a withdrawal or other instruction on an item or other charge. If you indicate on your signature card or other account opening documents that more than one signature is required, this indication is for your own internal procedures. It is not binding on us. We may attempt on occasion to enforce any multiple signature requirement, but we may cease to do so at any time without prior notice to you. We may act on the instruction or pay out funds from your account if the item or other charge is signed or authorized by (or otherwise authenticated as being the act of) any owner or by any authorized signer (including when acting alone). We have no liability to you if we do this. However, if there is a conflict, the Bank reserves the right to require all authorized signers to sign an item or withdrawal order.

If your negligence contributes to a check being altered, changed or forged, we will not be responsible if we pay the check in good faith and in accordance with the reasonable commercial standards of our business. If anyone disputes the payment of a check because it was altered, changed, forged, bore an unauthorized signature or was otherwise improper, we may not credit the amount to your account until the dispute has been resolved.

We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless a law, rule or regulation provide otherwise, such a claim is deemed not to have been made until submitted in writing to us. You agree to fully cooperate in our investigation of such a claim. Your cooperation may include among other things, at the Bank's discretion: (1) a requirement that you submit a declaration under penalty of perjury describing your claim; (2) a report filed with the appropriate police and/or investigatory authority; (3) promptly providing documentation in support of your claim, if the Bank requests it from you; and (4) if your claim arises from employee fraud or embezzlement, the Bank may require you to make a claim against any insurance coverage that you might carry for such a claim. Our liability to you will be reduced by the amount your insurance company pays you for any claim you tendered to it. Any failure to cooperate in the Bank's investigation may result in our decision not to honor your claim. We may, although we are not required to do so, provisionally credit your account pending the final outcome of the investigation. If we determine, in our sole discretion, that the debit to your account was not improper, then we may reverse any provisional credit made to your account.

We will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you to recover your loss against the person responsible and you agree to indemnify and hold us harmless from any such losses. In the event that we reimburse your loss, you agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we

may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources, including insurance coverage. At our request, you will provide us with all reasonable information about your insurance coverage, including the name of your insurance carrier, policy number, policy limits, and applicable deductibles.

STATEMENTS

With certain exceptions, we make account statements available to account holders. You agree to promptly examine your statements as soon as we make them available to you. If items are not returned with your statement, upon your request, the Bank will make a reasonable effort to promptly provide you with a copy or image of any item in our possession. Unless otherwise agreed, you waive any right to receive any original item after it is paid.

A "statement cycle" means the period covered by your account statement. If you receive a statement monthly, the monthly statement cycle may or may not be a calendar month, but in most cases it won't be more than 32 days or less than 28. The specific dates covered for your statement cycle will appear on your periodic statement. Savings accounts typically cycle on a quarterly basis.

You assume full responsibility for monitoring and reviewing the activity of your account, including the work of your employees, agents, and accountants (as applicable). You agree to notify us immediately if you think there is an error or an unauthorized transaction shown on your statement, including, forgeries, alteration or unauthorized items. If you fail to notify us promptly, but no later than 30 calendar days following the statement mailing date or the date we make the statement available to you, then you agree that you cannot assert any error, problem or unauthorized transaction or forged, altered or unauthorized item against us. You further agree that if you fail to notify us within a 30 calendar day period, then you are precluded from asserting against us the error, problem, unauthorized transaction or forged, altered or unauthorized item and any subsequent forged, altered or unauthorized item from the same wrongdoer. This 30 calendar day limitation is without regard to whether we did or did not use ordinary care and does not otherwise restrict any right we have under law or other agreements with you.

If you do not receive your scheduled statement, it is your obligation to notify the Bank of that fact.

STOP PAYMENTS

If you want to stop payment on a check you have written, you may place a written stop payment order at a branch or contact Customer Service at 1-800-922-8742 to stop payment before it is finally paid by us. Any authorized signer on the account may furnish a stop payment order.

You must furnish us with the date, the check number, and the exact amount of the check and the name of the payee in order for us to stop payment on the item. If you provide us with any incorrect information, we will not be responsible for our failure to stop payment on the check. We will not be responsible for a stop payment order if we do not have a reasonable opportunity to act on it before final payment of the item. You may not stop payment on a check guaranteed by us.

You may furnish the stop payment order orally or in writing. If you give us an oral stop payment order, then it will be effective for fourteen (14) days. The stop payment order will expire at the end of fourteen (14) days unless you give us written notice of the stop payment order. We have a special form for this purpose. Upon confirming the order in writing, the order will remain in effect for six (6) months and must be renewed by you every six (6) months to remain in effect. If you do not renew the stop payment order when it expires and the item is presented for payment, we may pay the item and charge it to your account. There is a fee for each stop payment order and renewal order requested. See Business Fee Schedule.

In some cases, we may pay an item even if a stop payment request is in effect. If we, or another person or entity, is determined by us to be a "holder in due course" of the item, we may pay the item. If we pay a check which has a valid stop payment order on it with correct information, we may be responsible to you for up to the face amount of the item if you establish that you have suffered a loss because we paid the item. You agree to assign to us all of your rights against the payee and/or any other holder of your check. You also agree to cooperate fully with us in any legal actions that we subsequently take against such persons.

Anyone holding the check, including the Bank, may be entitled to enforce payment against you despite the stop payment order. You agree to indemnify, defend, and hold us harmless from all costs (including attorneys' fees), actions, damages, claims, and demands related to or arising from our action in stopping payment on the check.

TAXPAYER IDENTIFICATION NUMBER

We are required to obtain a taxpayer identification number ("TIN") for each account you open or maintain with us. The taxpayer identification number for a business is usually an employer identification number (EIN). The taxpayer identification number for a sole proprietorship may be either a social security number (SSN) or an EIN. We must obtain this number even if you are not required to file tax returns. This number is included on reports we must file with state and federal tax authorities about interest we pay you.

U.S. persons, including resident aliens may be required to complete a Form W-9 to certify their TIN and backup withholding status. To establish that you are not a U.S. citizen or other U.S. person (including a resident alien individual), we may require you to (among other things) complete a Form W-8. We may report interest in cases where it is not mandated for us to do so. We are not responsible for your action or inaction in selecting or completing a form, and no information in these matters that may be supplied by us to you should be relied upon by you. In all tax matters, you should consult your own tax advisor. **You agree to notify us and submit a new Form W-9 or W-8, as applicable, within 30 days if any certification made on the form becomes incorrect.**

If you fail to provide your TIN and certify that it is correct, or if you fail to certify that you are not subject to backup withholding or if the IRS notifies us that you have furnished an incorrect taxpayer identification number, then federal tax rules may require us to resolicit your TIN and/or withhold a percentage of interest paid to you. We forward amounts withheld to the IRS. If there are any fines, penalties, or charges assessed upon us due to any incorrect name/TIN mismatch or error not caused by us, you agree to reimburse us for the fine, penalty, or charge, and we may charge your account for the same.

When an account earns interest, we may report the interest paid and the amount withheld to the IRS (and to the California Franchise Tax Board). You will receive a copy of the information reported to the tax authorities.

TRANSFER AND ASSIGNMENT

This account may not be negotiated, transferred or assigned without our prior written consent.

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 otherwise set forth in this Agreement.

WITHDRAWALS

Unless otherwise clearly indicated to the contrary, any one of you who signs in the space designed for signatures on the signature card, including any authorized signers and agents, may withdraw or transfer all or any part of the account balance at any time. Withdrawals will first be made from collected funds, and we may, unless prohibited by law or our written policy, refuse any withdrawal request against uncollected funds, even if our general practice is to the contrary. We reserve the right to refuse any withdrawal or

transfer request, which is attempted by any method not specifically permitted, which is for an amount less than any minimum withdrawal requirement. We may limit the amount of cash that can be withdrawn each day. Even if we honor a nonconforming request, repeated abuse of the stated limitation may eventually force us to close this account. Additional withdrawal limitations may be disclosed elsewhere.

PRODUCT DISCLOSURES

In the following disclosures, Annual Percentage Yield is abbreviated APY.

ANALYSIS BUSINESS CHECKING PRODUCT DISCLOSURE

If you have questions about your account, please visit your local Branch or call us at 1-800-922-8742.

RATE INFORMATION

Variable Earnings Credit Rate

Your account earns a credit which can offset the cost of services provided in conjunction with your account, such as Monthly Maintenance Fees and service fees.

This is a multi-tier variable rate earnings credit account. That means that we will apply a different earnings credit rate to your account each month based on the monthly average book balance, less a 10% reserve, that you maintain in your account. The following earnings credit table applies to your account.

| Average Book Balance, less a 10% reserve | Earnings Credit Rate |
|--|----------------------|
| \$0.01 to \$99,999.99 | 0.10% |
| \$100,000.00 to \$499,999.99 | 0.15% |
| \$500,000.00 to \$999,999.99 | 0.20% |
| \$1,000,000.00 or more | 0.30% |

Each month's earnings credit for your account depends upon the applicable rate tier.

Determination of Rate

At our discretion, we may change the earnings credit rate on your account.

Frequency of Rate Changes

We may change the earnings credit rate on your account at any time.

EARNINGS METHODOLOGY

Crediting

The applicable earnings credit rate is applied to your account's monthly average book balance less a 10% reserve.

Determining Your Account's Average Book Balance

Your account's qualifying average book balance is calculated in each statement cycle by determining the mean of each day's balance of funds on deposit, prior to any adjustments for uncollected funds.

Account earnings are calculated monthly and may only be applied against that month's account maintenance and service fees. Earnings credits in excess of fees do not carry forward to the next month and do not compound. Earnings credits are not paid directly to you and are not deposited into your account.

MINIMUM BALANCE REQUIREMENTS

Minimum Opening Deposit Requirement

You must deposit \$100.00 to open this account.

Monthly Maintenance Fee

A Monthly Maintenance Fee of \$25.00 will be imposed each monthly statement cycle.

FEES

| | |
|--|-------------------|
| Checks Deposited (On Us or Foreign Items)..... | \$0.16 each |
| Checks Paid | \$0.22 each |
| Electronic Debits | \$0.22 each |
| <i>Electronic payments and transfers (including debits made by ATM, ACH, Wire, Debit Card, and telephone, online, or mobile banking).</i> | |
| Electronic Credits..... | \$0.22 each |
| <i>Electronic payments and transfers (including credits made by ATM, ACH, Wire, Debit Card, and telephone, online, or mobile banking).</i> | |
| Deposits | \$1.25 each |
| <i>Includes deposits made in person or by ATM, armored provider, lockbox, or remote deposit capture.</i> | |
| Currency Processing (Cash Handling) | \$1.60 per \$1000 |
| <i>To determine the currency processing fee each statement cycle, the total amount of currency and coin provided or deposited is divided by 1000 and multiplied by \$1.60.</i> | |

Please see the Business Fee Schedule and the Treasury Management Fee Schedule for all other service fees which may be applicable to this account.

You may choose either for the Bank to retain checks (Check Safekeeping) or to receive check copies (images) with each periodic statement; neither option includes an additional monthly fee. In addition, check copies may be viewed and printed via online banking at no additional charge. Paper copies are also available from any Branch for an additional fee.

If you elect to use Business Online Banking, Business Mobile Banking or other online or mobile services, separate fees may also apply that are described in applicable agreements.

For details on conditions under which an overdraft fee will be charged, please see our Business Overdraft Privilege Disclosure.

ADDITIONAL TERMS AND CONDITIONS

For additional terms and conditions that apply to this account, refer to the Business Deposit Account Agreement and Disclosures, the Business Fee Schedule and the Treasury Management Fee Schedule, including our right to amend, modify, add to, or delete terms applicable to your account.

NOT FOR PROFIT BUSINESS CHECKING PRODUCT DISCLOSURE

If you have questions about your account, please visit your local Branch or call us at 1-800-922-8742.

ACCOUNT RESTRICTIONS

This account is available only to not-for-profit, non-profit, and charitable organizations.

RATE INFORMATION

This is not an interest-bearing account.

MINIMUM BALANCE REQUIREMENTS

Minimum Opening Deposit Requirement

You must deposit \$100.00 to open this account.

To Avoid Imposition of a Maintenance Fee

A Monthly Maintenance Fee (Service Charge) does not apply to this account.

FEES

First 100 transactions monthly..... no charge

During each monthly statement cycle, 100 transactions are processed without an additional service fee. Transactions include deposits, transfers, and payments made by check, converted check, ACH, ATM, mobile banking, online or mobile BillPay.

Additional transactions.....\$0.35 each
 Debit Card purchase transactions no charge
 Currency Processing: first \$5,000 no charge

Applies to all currency and coin deposited, provided, or purchased each monthly statement cycle.

Additional Currency Processing \$0.30 per \$100

To determine the Currency Processing Fee each statement cycle, the total amount of currency and coin deposited, provided, or purchased, less \$5,000, is divided by 100 and multiplied by \$0.30.

Please see the Business Fee Schedule for all service fees which may be applicable to this account.

You may choose either for the Bank to retain checks (Check Safekeeping) or to receive check copies (images) with each periodic statement; neither option includes an additional monthly fee. In addition, check copies may be viewed and printed via online banking at no additional charge. Paper copies are also available from any Branch for an additional fee.

If you elect to use Business Online Banking, Business Mobile Banking or other online or mobile services, separate fees may also apply that are described in applicable agreements.

ADDITIONAL TERMS AND CONDITIONS

This account is not eligible for Business Overdraft Privilege.

For additional terms and conditions that apply to this account, refer to the Business Deposit Account Agreement and Disclosures and the Business Fee Schedule, including our right to amend, modify, add to, or delete terms applicable to your account.

MONEY SERVICES BUSINESS ANALYSIS CHECKING PRODUCT DISCLOSURE

If you have questions about your account, please visit your local Branch or call us at 1-800-922-8742.

ACCOUNT RESTRICTIONS

The account is available for businesses that engage in money services activities, as identified by Tri Counties Bank, including those registered as a Money Services Business with the U.S. Treasury Department, Financial Crimes Enforcement Network (FinCEN).

RATE INFORMATION

Variable Earnings Credit Rate

Your account earns a credit which can offset the cost of services provided in conjunction with your account, such as Monthly Maintenance Fees and service fees.

This is a multi-tier variable earning credit rate account. That means that we will apply a different earnings credit rate to your account each month based on the monthly average book balance, less a 10% reserve, that you maintain in your account. The following earnings credit table applies to your account.

| Average Book Balance, less a 10% reserve | Earnings Credit Rate |
|--|----------------------|
| \$0.01 to \$99,999.99 | 0.10% |
| \$100,000.00 to \$499,999.99 | 0.15% |
| \$500,000.00 to \$999,999.99 | 0.20% |
| \$1,000,000.00 or more | 0.30% |

Each month's earnings credit for your account depends upon the applicable rate tier.

Determination of Rate

At our discretion, we may change the earnings credit rate on your account.

Frequency of Rate Changes

We may change the earnings credit rate on your account at any time.

EARNINGS METHODOLOGY

Crediting

The applicable earnings credit rate is applied to your account's monthly average book balance less a 10% reserve.

Determining Your Account's Average Book Balance

Your account's qualifying average book balance is calculated in each monthly statement cycle by determining the arithmetic mean of each day's balance of funds on deposit, prior to any adjustments for uncollected funds.

Account earnings are calculated monthly and may only be applied against that month's account maintenance and service fees. Earnings credits in excess of fees do not carry forward to the next month and do not compound. Earnings credits are not paid directly to you and are not deposited into your account.

MINIMUM BALANCE REQUIREMENTS

Minimum Opening Deposit Requirement

You must deposit \$100.00 to open this account.

Monthly Maintenance Fee

A Monthly Maintenance Fee of \$325.00 will be imposed each monthly statement cycle.

FEES

| | |
|--|-------------------|
| Checks Deposited (On Us or Foreign Items)..... | \$0.30 each |
| Checks Paid..... | \$0.22 each |
| Electronic Debits..... | \$0.22 each |
| <i>Electronic payments and transfers (including debits made by ATM, ACH, Wire, Debit Card, and telephone, online, or mobile banking).</i> | |
| Electronic Credits..... | \$0.22 each |
| <i>Electronic payments and transfers (including credits made by ATM, ACH, Wire, Debit Card, and telephone, online, or mobile banking).</i> | |
| Deposits..... | \$1.25 each |
| <i>Includes deposits made in person or by ATM, armored provider, lockbox, or remote deposit capture.</i> | |
| Currency Processing (Cash Handling)..... | \$1.60 per \$1000 |
| <i>To determine the currency processing fee each statement cycle, the total amount of currency and coin provided or deposited is divided by 1000 and multiplied by \$1.60.</i> | |
| Additional Customer Location..... | \$300 each |
| <i>Assessed monthly for the second and each additional customer location depositing funds to the account.</i> | |

Please see the Business and Treasury Management Fee Schedules for all service fees which may be applicable to this account.

You may choose either for the Bank to retain checks (Check Safekeeping) or to receive check copies (images) with each periodic statement; neither option includes an additional monthly fee. In addition, check copies may be viewed and printed via online banking at no additional charge. Paper copies are also available from any Branch for an additional fee.

If you elect to use Business Online Banking, Business Mobile Banking or other online or mobile services, separate fees may also apply that are described in applicable agreements.

ADDITIONAL TERMS AND CONDITIONS

This account is not eligible for Business Overdraft Privilege.

For additional terms and conditions that apply to this account, refer to the Business Deposit Account Agreement and Disclosures and the Business and Treasury Management Fee Schedules, including our right to amend, modify, add to, or delete terms applicable to your account.

SMALL BUSINESS CHECKING PRODUCT DISCLOSURE

If you have questions about your account, please visit your local Branch or call us at 1-800-922-8742.

RATE INFORMATION

This is not an interest-bearing account.

MINIMUM BALANCE REQUIREMENTS

Minimum Opening Deposit Requirement

You must deposit \$100.00 to open this account.

To Avoid Imposition of a Monthly Maintenance Fee (Service Charge)

A Monthly Maintenance Fee (Service Charge) of \$20.00 will be imposed every month if the minimum daily balance in the account falls below \$2,500.00 during the statement cycle.

Your account’s minimum daily balance is determined by the day with the lowest end-of-day ledger balance within a statement cycle.

FEES

First 200 transactions monthly..... no charge

During each monthly statement cycle, 200 transactions are processed without an additional service fee. Transactions include deposits, transfers, and payments made by check, converted check, ACH, ATM, mobile banking, online or mobile BillPay.

Additional transactions.....\$0.35 each

Debit Card purchase transactions no charge

Currency Processing: first \$10,000 no charge

Applies to all currency and coin deposited, provided, or purchased each monthly statement cycle.

Additional Currency Processing \$0.30 per \$100

To determine the Currency Processing Fee each statement cycle, the total amount of currency and coin deposited, provided, or purchased, less \$10,000, is divided by 100 and multiplied by \$0.30.

Please see the Business Fee Schedule for all service fees which may be applicable to this account.

You may choose either for the Bank to retain checks (Check Safekeeping) or to receive check copies (images) with each periodic statement; neither option includes an additional monthly fee. In addition, check copies may be viewed and printed via online banking at no additional charge. Paper copies are also available from any Branch for an additional fee.

If you elect to use Business Online Banking, Business Mobile Banking or other online or mobile services, separate fees may also apply that are described in applicable agreements.

For details on conditions under which an overdraft fee will be charged, please see our Business Overdraft Privilege Disclosure.

ADDITIONAL TERMS AND CONDITIONS

For additional terms and conditions that apply to this account, refer to the Business Deposit Account Agreement and Disclosures and the Business Fee Schedule, including our right to amend, modify, add to, or delete terms applicable to your account.

SMALL BUSINESS INTEREST CHECKING PRODUCT DISCLOSURE

If you would like current interest rates or Annual Percentage Yield (APY) information, or have questions about your account, please visit your local Branch or call us at 1-800-922-8742.

RATE INFORMATION

The interest rate on your account is 0.010% with an APY of 0.01%. Your interest rate and annual percentage rate may change. Fees may reduce the interest earnings on this account.

Determination of Rate

At our discretion, we may change the interest rate on your account.

Frequency of Rate Changes

We may change the interest rate on your account at any time.

MINIMUM BALANCE REQUIREMENTS

Minimum Opening Deposit Requirement

You must deposit \$100.00 to open this account.

To Avoid Imposition of a Monthly Maintenance Fee (Service Charge)

A Monthly Maintenance Fee (Service Charge) of \$20.00 will be imposed every month if the minimum daily balance in the account falls below \$3,500.00 during the statement cycle.

Your account's minimum daily balance is determined by the day with the lowest end-of-day ledger balance within a statement cycle.

To Obtain the Annual Percentage Yield Disclosed

You must maintain a minimum balance of \$0.01 in the account each day to obtain the disclosed APY.

Compounding and Crediting

Interest will be compounded on a monthly basis. Interest will be credited on a monthly basis.

Effect of Closing Your Account

If you close your account before interest is credited, you will not receive the accrued interest.

Balance Computation Method

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

Accrual of Interest on Noncash Deposits

Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

FEES

First 200 transactions monthly..... no charge

During each monthly statement cycle, 200 transactions are processed without an additional service fee. Transactions include deposits, transfers, and payments made by check, converted check, ACH, ATM, mobile banking, online or mobile BillPay.

Additional transactions.....\$0.35 each

Debit Card purchase transactions no charge

Currency Processing: first \$10,000 no charge

Applies to all currency and coin deposited, provided, or purchased each monthly statement cycle.

Additional Currency Processing \$0.30 per \$100

To determine the Currency Processing Fee each statement cycle, the total amount of currency and coin deposited, provided, or purchased, less \$10,000, is divided by 100 and multiplied by \$0.30.

Please see the Business Fee Schedule for all service fees which may be applicable to this account.

You may choose either for the Bank to retain checks (Check Safekeeping) or to receive check copies (images) with each periodic statement; neither option includes an additional monthly fee. In addition, check copies may be viewed and printed via online banking at no additional charge. Paper copies are also available from any Branch for an additional fee.

If you elect to use Business Online Banking, Business Mobile Banking or other online or mobile services, separate fees may also apply that are described in applicable agreements.

For details on conditions under which an overdraft fee will be charged, please see our Business Overdraft Privilege Disclosure.

ADDITIONAL TERMS AND CONDITIONS

For additional terms and conditions that apply to this account, refer to the Business Deposit Account Agreement and Disclosures and the Business Fee Schedule, including our right to amend, modify, add to, or delete terms applicable to your account.

STATE BAR LEGAL SERVICES CHECKING PRODUCT DISCLOSURE

If you would like current interest rates or APY information, or have questions about your account, please visit any Branch or call us at 1-800-922-8742.

ACCOUNT RESTRICTIONS

The account is only available for trust accounts opened by licensed attorneys.

RATE INFORMATION

Variable Interest Rate

The interest rate on your account is 0.050%.

Interest on your account is transferred to the State Bar of California's Interest on Lawyer's Trust Accounts (IOLTA) program and does not compound.

Fees may reduce the interest earnings on this account. Your interest rate is variable and may change.

Determination of Rate

At our discretion, we may change the interest rate on your account.

Frequency of Rate Changes

We may change the interest rate on your account at any time.

MINIMUM BALANCE REQUIREMENTS

Minimum Opening Deposit Requirement

You must deposit \$100.00 to open this account.

Imposition of a Monthly Maintenance Fee

A Monthly Maintenance Fee (Service Charge) does not apply to this account.

Compounding and Crediting

Because interest is paid to the State Bar of California's IOLTA program, interest does not compound. Interest will be credited on a monthly basis.

Balance Computation Method

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

Effect of Closing Your Account

If you close your account before interest is credited, you may not receive the accrued interest.

Accrual of Interest on Noncash Deposits

Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

TRANSACTION LIMITATIONS

We reserve the right at any time to require not less than seven (7) days' notice in writing before any withdrawal from an interest-bearing account.

FEES

Please see the Business Fee Schedule for all service fees which may be applicable to this account.

You will receive check copies (images) with each periodic statement without an additional monthly fee. In addition, check copies may be viewed and printed via online banking at no additional charge. Paper copies are also available from any Branch for an additional fee.

If you elect to use Business Online Banking, Business Mobile Banking or other online or mobile services, separate fees may also apply that are described in applicable agreements.

ADDITIONAL TERMS AND CONDITIONS

This account is not eligible for Business Overdraft Privilege.

For additional terms and conditions that apply to this account, refer to the Business Deposit Account Agreement and Disclosures and the Business Fee Schedule, including our right to amend, modify, add to, or delete terms applicable to your account.

TREASURY MANAGEMENT SWEEP ACCOUNT PRODUCT DISCLOSURE

If you would like current interest rates or APY information, or have questions about your account, please visit your local Branch or call us at 1-800-922-8742.

ACCOUNT RESTRICTIONS

The account is available only to Treasury Management customers.

RATE INFORMATION

This is a multi-tier variable rate account. That means that we will apply a different interest rate and APY to your account based on the minimum daily balance that you maintain in your account.

Variable Interest Rate and Annual Percentage Yield

The following interest rate and corresponding APY table applies to your account. Fees may reduce the interest earnings on this account. The interest rate and APY may change.

| Balance Tier | Interest Rate | APY |
|---------------------|----------------------|------------|
| \$0 to \$499,999.99 | 0.020% | 0.02% |
| \$500,000 and over | 0.050% | 0.05% |

The interest rate and APY for your account depend upon the applicable rate tier. The applicable interest rate and APY for the account will be applied to the entire balance.

Determination of Rate

At our discretion, we may change the interest rate on your account.

Frequency of Rate Changes

We may change the interest rate on your account at any time.

MINIMUM BALANCE REQUIREMENTS

Minimum Opening Deposit Requirement

You must deposit \$10,000.00 to open this account.

To Avoid Imposition of a Maintenance Fee

A Monthly Maintenance Fee (Service Charge) of \$59.99 will be imposed every month.

To Obtain the APY Disclosed

You must maintain a minimum balance of \$0.01 in the account each day to obtain the disclosed APY.

Compounding and Crediting

Interest will be compounded on a monthly basis. Interest will be credited on a monthly basis.

Balance Computation Method

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

Effect of Closing Your Account

If you close your account before interest is credited, you may not receive the accrued interest.

Accrual of Interest on Noncash Deposits

Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

FEEES

Please see the Business Fee Schedule and Treasury Management Fee Schedule for all service fees which may be applicable to this account.

You may choose either for the Bank to retain checks (Check Safekeeping) or to receive check copies (images) with each periodic statement; neither option includes an additional monthly fee. In addition, check copies may be viewed and printed via online banking at no additional charge. Paper copies are also available from any Branch for an additional fee.

If you elect to use Business Online Banking, Business Mobile Banking or other online or mobile services, separate fees may also apply that are described in applicable agreements.

ADDITIONAL TERMS AND CONDITIONS

This account is not eligible for Business Overdraft Privilege.

For additional terms and conditions that apply to this account, refer to the Business Deposit Account Agreement and Disclosures and the Business Fee Schedule and Treasury Management Fee Schedule, including our right to amend, modify, add to, or delete terms applicable to your account.

PUBLIC FUNDS ANALYSIS CHECKING PRODUCT DISCLOSURE

If you would like current interest rates or APY information, or have questions about your account, please visit your local Branch or call us at 1-800-922-8742.

ACCOUNT RESTRICTIONS

This account is available only for public or government entities.

RATE INFORMATION

Variable Interest Rate and Annual Percentage Yield (APY)

The interest rate on your account is 0.050% % with an annual percentage yield of 0.05%. Fees may reduce the interest earnings on this account.

Your interest rate and annual percentage yield may change.

Determination of Rate

At our discretion, we may change the interest rate on your account.

Frequency of Rate Changes

We may change the interest rate on your account at any time.

MINIMUM BALANCE REQUIREMENTS

Minimum Opening Deposit Requirement

You must deposit \$100.00 to open this account.

To Obtain the Annual Percentage Yield Disclosed

You must maintain a minimum balance of \$0.01 in the account each day to obtain the disclosed annual percentage yield.

Compounding and Crediting

Interest will be compounded on a monthly basis. Interest will be credited on a monthly basis.

Effect of Closing Your Account

If you close your account before interest is credited, you may not receive the accrued interest.

Balance Computation Method

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

Accrual of Interest on Noncash Deposits

Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

MONTHLY MAINTENANCE FEE

A Monthly Maintenance Fee of \$25.00 will be imposed each monthly statement cycle.

TRANSACTION LIMITATIONS

We reserve the right at any time to require not less than seven (7) days' notice in writing before any withdrawal from an interest-bearing account.

FEES

| | |
|--|--------------------|
| Checks Deposited (On Us or Foreign Items)..... | \$0.16 each |
| Checks Paid | \$0.22 each |
| Electronic Debits | \$0.22 each |
| <i>Electronic payments and transfers (including debits made by ATM, ACH, Wire, Debit Card, and telephone, online, or mobile banking).</i> | |
| Electronic Credits..... | \$0.22 each |
| <i>Electronic payments and transfers (including credits made by ATM, ACH, Wire, Debit Card, and telephone, online, or mobile banking).</i> | |
| Deposits | \$1.25 each |
| <i>Includes deposits made in person or by ATM, armored provider, lockbox, or remote deposit capture.</i> | |
| Currency Processing (Cash Handling) | \$1.60 per \$1,000 |
| <i>To determine the currency processing fee each statement cycle, the total amount of currency and coin provided or deposited is divided by 1000 and multiplied by \$1.60.</i> | |

Please see the Business Fee Schedule and Treasury Management Fee Schedules for all other service fees which may be applicable to this account.

You may choose either for the Bank to retain checks (Check Safekeeping) or to receive check copies (images) with each periodic statement; neither option includes an additional monthly fee. In addition, check copies may be viewed and printed via online banking at no additional charge. Paper copies are also available from any Branch for an additional fee.

If you elect to use Business Online Banking, Business Mobile Banking or other online or mobile services, separate fees may also apply that are described in applicable agreements.

This account is not eligible for Business Overdraft Privilege.

ADDITIONAL TERMS AND CONDITIONS

For additional terms and conditions that apply to this account, refer to the Business Deposit Account Agreement and Disclosures and the Business and Treasury Management Fee Schedules, including our right to amend, modify, add to, or delete terms applicable to your account.

PUBLIC FUNDS CHECKING PRODUCT DISCLOSURE

If you have questions about your account, please visit your local Branch or call us at 1-800-922-8742.

ACCOUNT RESTRICTIONS

The account is available only for public or government entities.

RATE INFORMATION

This is not an interest-bearing account.

MINIMUM BALANCE REQUIREMENTS

Minimum Opening Deposit Requirement

You must deposit \$100.00 to open this account.

To Avoid Imposition of a Maintenance Fee

A Monthly Maintenance Fee (Service Charge) of \$10.95 will be imposed every month if the minimum daily balance in the account falls below \$2,500.00 any day of the statement cycle.

Your account's minimum daily balance is determined by the day with the lowest end-of-day ledger balance within a statement cycle.

FEES

Please see the Business Fee Schedule for all service fees which may be applicable to this account.

You may choose either for the Bank to retain checks (Check Safekeeping) or to receive check copies (images) with each periodic statement; neither option includes an additional monthly fee. In addition, check copies may be viewed and printed via online banking at no additional charge. Paper copies are also available from any Branch for an additional fee.

If you elect to use Business Online Banking, Business Mobile Banking or other online or mobile services, separate fees may also apply that are described in applicable agreements.

ADDITIONAL TERMS AND CONDITIONS

This account is not eligible for Business Overdraft Privilege.

For additional terms and conditions that apply to this account, refer to the Business Deposit Account Agreement and Disclosures and the Business Fee Schedule, including our right to amend, modify, add to, or delete the terms of your account.

PUBLIC FUNDS INTEREST CHECKING PRODUCT DISCLOSURE

If you would like current interest rates or APY information, or have questions about your account, please visit your local Branch or call us at 1-800-922-8742.

ACCOUNT RESTRICTIONS

The account is available only for public or government entities.

RATE INFORMATION

This is a multi-tier variable rate account. That means that we will apply a different interest rate and APY to your account based on the minimum daily balance that you maintain in your account.

Variable Interest Rate and Annual Percentage Yield

The following interest rate and corresponding annual percentage yield table applies to your account. Fees may reduce the interest earnings on this account.

Your interest rate and annual percentage yield may change.

| Balance Tier | Interest Rate | APY |
|-------------------------|----------------------|------------|
| \$0.01 to \$29,999.99 | 0.010% | 0.01% |
| \$30,000 to \$49,999.99 | 0.020% | 0.02% |
| \$50,000 to \$99,999.99 | 0.030% | 0.03% |
| \$100,000 and over | 0.050% | 0.05% |

The interest rate and APY for your account depend upon the applicable balance tier. The applicable interest rate and APY for the account will be applied to the entire balance.

Determination of Rate

At our discretion, we may change the interest rate on your account.

Frequency of Rate Changes

We may change the interest rate on your account at any time.

MINIMUM BALANCE REQUIREMENTS

Minimum Opening Deposit Requirement

You must deposit \$100.00 to open this account.

To Avoid Imposition of a Maintenance Fee

A Monthly Maintenance Fee (Service Charge) of \$10.00 will be imposed every month if the minimum daily balance in the account falls below \$2,500.00 any day of the statement cycle.

Your account's minimum daily balance is determined by the day with the lowest end-of-day ledger balance within a statement cycle.

To Obtain the Annual Percentage Yield Disclosed

You must maintain a minimum balance of \$0.01 in the account each day to obtain the disclosed annual percentage yield.

Compounding and Crediting

Interest will be compounded on a monthly basis. Interest will be credited on a monthly basis.

Balance Computation Method

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

Effect of Closing Your Account

If you close your account before interest is credited, you may not receive the accrued interest.

Accrual of Interest on Noncash Deposits

Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

TRANSACTION LIMITATIONS

We reserve the right at any time to require not less than seven (7) days' notice in writing before any withdrawal from an interest-bearing account.

FEEES

Please see the Business and Treasury Management Fee Schedules for all service fees which may be applicable to this account.

You may choose either for the Bank to retain checks (Check Safekeeping) or to receive check copies (images) with each periodic statement; neither option includes an additional monthly fee. In addition, check copies may be viewed and printed via online banking at no additional charge. Paper copies are also available from any Branch for an additional fee.

If you elect to use Business Online Banking, Business Mobile Banking or other online or mobile services, separate fees may also apply that are described in applicable agreements.

ADDITIONAL TERMS AND CONDITIONS

This account is not eligible for Business Overdraft Privilege.

For additional terms and conditions that apply to this account, refer to the Business Deposit Account Agreement and Disclosures and the Business and Treasury Management Fee Schedules, including our right to amend, modify, add to, or delete terms applicable to your account.

PUBLIC FUNDS SAVINGS PRODUCT DISCLOSURE

If you would like current interest rates or APY information, or have questions about your account, please visit your local Branch or call us at 1-800-922-8742.

ACCOUNT RESTRICTIONS

The account is available only for public or government entities.

RATE INFORMATION

Variable Interest Rate and Annual Percentage Yield

The interest rate on your account is 0.050% with an APY of 0.05%. Fees may reduce the interest earnings on this account.

The interest rate and APY may change.

Determination of Rate

At our discretion, we may change the interest rate on your account.

Frequency of Rate Changes

We may change the interest rate on your account at any time.

MINIMUM BALANCE REQUIREMENTS

Minimum Opening Deposit Requirement

You must deposit \$100.00 to open this account.

To Avoid Imposition of a Monthly Maintenance Fee

A Monthly Maintenance Fee (Service Charge) of \$5.00 will be imposed every month if the minimum daily balance in the account falls below \$300.00 any day of the statement cycle.

Your account's minimum daily balance is determined by the day with the lowest end-of-day ledger balance within a statement cycle.

To Obtain the APY Disclosed

You must maintain a minimum balance of \$0.01 in the account each day to obtain the disclosed APY.

Compounding and Crediting

Interest will be compounded on a daily basis. Interest will be credited on a monthly basis.

Balance Computation Method

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

Effect of Closing Your Account

If you close your account before interest is credited, you may not receive the accrued interest.

Accrual of Interest on Noncash Deposits

Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

TRANSACTION LIMITATIONS

We reserve the right at any time to require not less than seven (7) days' notice in writing before any withdrawal from an interest-bearing account.

FEEES

Please see the Business Fee Schedule for all service fees which may be applicable to this account.

ADDITIONAL TERMS AND CONDITIONS

For additional terms and conditions that apply to this account, refer to the Business Deposit Account Agreement and Disclosures and the Business Fee Schedule, including our right to amend, modify, add to, or delete terms applicable to your account.

BUSINESS SAVINGS PRODUCT DISCLOSURE

If you would like current interest rates or APY information, or have questions about your account, please visit your local Branch or call us at 1-800-922-8742.

RATE INFORMATION

Variable Interest Rate and Annual Percentage Yield

The interest rate on your account is 0.010% with an APY of 0.01%. Fees may reduce the interest earnings on this account.

The interest rate and APY may change.

Determination of Rate

At our discretion, we may change the interest rate on your account.

Frequency of Rate Changes

We may change the interest rate on your account at any time.

MINIMUM BALANCE REQUIREMENTS

Minimum Opening Deposit Requirement

You must deposit \$100.00 to open this account.

To Avoid Imposition of a Maintenance Fee

A Monthly Maintenance Fee (Service Charge) of \$5.00 will be imposed every month if the minimum daily balance in the account falls below \$300.00 any day of the statement cycle.

Your account's minimum daily balance is determined by the day with the lowest end-of-day ledger balance within a statement cycle.

To Obtain the APY Disclosed

You must maintain a minimum balance of \$0.01 in the account each day to obtain the disclosed APY.

Compounding and Crediting

Interest will be compounded on a daily basis. Interest will be credited on a monthly basis.

Balance Computation Method

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

Effect of Closing Your Account

If you close your account before interest is credited, you may not receive the accrued interest.

Accrual of Interest on Noncash Deposits

Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

TRANSACTION LIMITATIONS

We reserve the right at any time to require not less than seven (7) days' notice in writing before any withdrawal from an interest-bearing account.

FEES

| | |
|--|-------------|
| Deposits | no charge |
| First 2 withdrawals or transfers monthly | no charge |
| Additional withdrawal or transfer | \$1.00 each |

Please see the Business Fee Schedule for all service fees which may be applicable to this account.

ADDITIONAL TERMS AND CONDITIONS

For additional terms and conditions that apply to this account, refer to the Business Deposit Account Agreement and Disclosures and the Business Fee Schedule, including our right to amend, modify, add to, or delete terms applicable to your account.

BUSINESS PREMIER MONEY MARKET INVESTMENT PRODUCT DISCLOSURE

If you would like current interest rates or APY information, or have questions about your account, please visit your local branch or call us at 1-800-922-8742.

RATE INFORMATION

This is a multi-tier variable rate account. That means that we will apply a different interest rate and APY to your account based on the minimum daily balance that you maintain in your account.

Variable Interest Rate and Annual Percentage Yield

The following interest rate and corresponding APY table applies to your account. Fees may reduce the interest earnings on this account. The interest rate and APY may change.

| Balance Tier | Interest Rate | APY |
|---------------------------|---------------|-------|
| \$0.01 to \$2,499.99 | 0.010% | 0.01% |
| \$2,500 to \$9,999.99 | 0.010% | 0.01% |
| \$10,000 to \$24,999.99 | 0.010% | 0.01% |
| \$25,000 to \$49,999.99 | 0.010% | 0.01% |
| \$50,000 to \$99,999.99 | 0.010% | 0.01% |
| \$100,000 to \$249,999.99 | 0.020% | 0.02% |
| \$250,000 to \$499,999.99 | 0.030% | 0.03% |
| \$500,000 and over | 0.030% | 0.03% |

The interest rate and APY for your account depend upon the applicable balance tier. The applicable interest rate and APY for the account will be applied to the entire balance.

Determination of Rate

At our discretion, we may change the interest rate on your account.

Frequency of Rate Changes

We may change the interest rate on your account at any time.

MINIMUM BALANCE REQUIREMENTS

Minimum Opening Deposit Requirement

You must deposit \$10,000.00 to open this account.

To Avoid Imposition of a Maintenance Fee

A Monthly Maintenance Fee (Service Charge) of \$10.00 will be imposed every month if the minimum daily balance in the account falls below \$10,000.00 any day of the statement cycle.

Your account's minimum daily balance is determined by the day with the lowest end-of-day ledger balance within a statement cycle.

To Obtain the APY Disclosed

You must maintain a minimum balance of \$0.01 in the account each day to obtain the disclosed APY.

Compounding and Crediting

Interest will be compounded on a monthly basis. Interest will be credited on a monthly basis.

Balance Computation Method

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

Effect of Closing Your Account

If you close your account before interest is credited, you may not receive the accrued interest.

Accrual of Interest on Noncash Deposits

Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

TRANSACTION LIMITATIONS

We reserve the right at any time to require not less than seven (7) days' notice in writing before any withdrawal from an interest-bearing account.

FEES

Please see the Business Fee Schedule for all service fees which may be applicable to this account.

You may choose either for the Bank to retain checks (Check Safekeeping) or to receive check copies (images) with each periodic statement; neither option includes an additional monthly fee. In addition, check copies may be viewed and printed via online banking at no additional charge. Paper copies are also available from any Branch for an additional fee.

If you elect to use Business Online Banking, Business Mobile Banking or other online or mobile services, separate fees may also apply that are described in applicable agreements.

ADDITIONAL TERMS AND CONDITIONS

For additional terms and conditions that apply to this account, refer to the Business Deposit Account Agreement and Disclosures and the Business Fee Schedule, including our right to amend, modify, add to, or delete terms applicable to your account.

1 AND 3 MONTH CERTIFICATE OF DEPOSIT TRUTH IN SAVINGS PRODUCT DISCLOSURE

Please refer to your Certificate of Deposit Receipt for the open date and maturity of your account.

If you would like current interest rates or Annual Percentage Yield (APY) information, or have questions about your account, please visit your local branch or call us at 1-800-922-8742.

RATE INFORMATION

Account Rate and Annual Percentage Yield

The interest rate and corresponding Annual Percentage Yield (APY) for your account have not changed. Please see the TRUTH IN SAVINGS DISCLOSURE provided to you when you opened your account for the interest rate, maturity date and corresponding APY for your account.

Determination of Rate

Upon maturity, interest rates are subject to the applicable rates in effect at that time.

MINIMUM BALANCE REQUIREMENTS

Minimum Opening Deposit Requirement

You must deposit \$1,000 to open this account.

Imposition of a Monthly Maintenance Fee (Service Charge)

A Monthly Maintenance Fee (Service Charge) does not apply to this account.

To Obtain the Annual Percentage Yield Disclosed

You must maintain a minimum balance of \$0.01 in the account each day to obtain the disclosed annual percentage yield.

Compounding Method

Interest will be compounded on a daily basis.

Crediting Frequency

Interest will be credited to your account at maturity. Alternatively, you may elect to have your interest paid to you by transfer to one of your other accounts with us at maturity.

Balance Computation Method

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

Accrual of Interest on Noncash Deposits

Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

Withdrawal of Interest Prior to Maturity

You may withdraw any accrued or credited interest during the term prior to maturity without penalty. The APY assumes that the interest remains on deposit until maturity. A withdrawal will reduce earnings.

Effect of Closing Your Account

If you close your account before interest is credited to the account, you may not receive the accrued interest.

RENEWAL POLICIES**Automatic Renewal Policy**

This account will automatically renew at maturity. For the 1 Month Certificate of Deposit, you will have one (1) calendar day after the maturity date to withdraw funds without penalty. For the 3 Month Certificate of Deposit, you will have ten (10) calendar days after the maturity date to withdraw funds without penalty.

TRANSACTION LIMITATIONS

You may not make deposits into your account until the maturity date.

We reserve the right at any time to require not less than seven (7) days' notice in writing before any withdrawal from an interest-bearing account.

FEEES

Please see the Consumer Fee Schedule or Business Fee Schedule for all service fees which may be applicable to this account.

EARLY WITHDRAWAL PENALTIES

We may impose a penalty if you withdraw any of the deposited principal before the maturity date. The penalty imposed will equal one (1) month's interest on the amount withdrawn.

ADDITIONAL TERMS AND CONDITIONS

For consumer customers, this disclosure should be read together with the Consumer Deposit Account Agreement and Disclosures and the Consumer Fee Schedule that apply to your account, including our right to amend, modify, add to, or delete terms applicable to your account.

For business customers, this disclosure should be read together with the Business Deposit Account Agreement and Disclosures and the Business Fee Schedule that apply to your account, including our right to amend, modify, add to, or delete terms applicable to your account.

6, 9 AND, 12 MONTH CERTIFICATE OF DEPOSIT TRUTH IN SAVINGS PRODUCT DISCLOSURE

Please refer to your Certificate of Deposit Receipt for the open date and maturity of your account.

If you would like current interest rates or Annual Percentage Yield (APY) information, or have questions about your account, please visit your local branch or call us at 1-800-922-8742.

RATE INFORMATION

Account Rate and Annual Percentage Yield

The interest rate and corresponding Annual Percentage Yield (APY) for your account have not changed. Please see the TRUTH IN SAVINGS DISCLOSURE provided to you when you opened your account for the interest rate, maturity date and corresponding APY for your account.

Determination of Rate

Upon maturity, interest rates are subject to the applicable rates in effect at that time.

MINIMUM BALANCE REQUIREMENTS

Minimum Opening Deposit Requirement

You must deposit \$1,000 to open this account.

Imposition of a Monthly Maintenance Fee (Service Charge)

A Monthly Maintenance Fee (Service Charge) does not apply to this account.

To Obtain the Annual Percentage Yield Disclosed

You must maintain a minimum balance of \$0.01 in the account each day to obtain the disclosed APY.

Compounding Method

Interest will be compounded on a daily basis.

Crediting Frequency

Interest will be credited to your account at maturity. Alternatively, you may elect to have your interest paid to you by transfer to one of your other accounts with us at maturity.

Balance Computation Method

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

Accrual of Interest on Noncash Deposits

Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

Withdrawal of Interest Prior to Maturity

You may withdraw any accrued or credited interest during the term prior to maturity without penalty. The APY assumes that the interest remains on deposit until maturity. A withdrawal will reduce earnings.

Effect of Closing Your Account

If you close your account before interest is credited to the account, you may not receive the accrued interest.

RENEWAL POLICIES

Automatic Renewal Policy

This account will automatically renew at maturity. You will have 10 calendar days after the maturity date to withdraw funds without penalty.

TRANSACTION LIMITATIONS

With the exception of the 9 Month Certificate of Deposit, you may not make any deposits into your account until the maturity date. For the 9 Month Certificate of Deposit, the minimum additional deposit is \$500, and any additional deposits to your account will assume the same maturity date and interest rate for the remainder of the current term.

We reserve the right at any time to require not less than seven (7) days' notice in writing before any withdrawal from an interest-bearing account.

EARLY WITHDRAWAL PENALTIES

We may impose a penalty if you withdraw any of the deposited principal before the maturity date. The fee imposed will equal three (3) months interest on the amount withdrawn.

FEES

Please see the Consumer Fee Schedule or Business Fee Schedule for all service fees which may be applicable to this account.

ADDITIONAL TERMS AND CONDITIONS

For consumer customers, this disclosure should be read together with the Consumer Deposit Account Agreement and Disclosures and the Consumer Fee Schedule that apply to your Certificate of Deposit account, including our right to amend, modify, add to, or delete terms applicable to your account.

For business customers, this disclosure should be read together with the Business Deposit Account Agreement and Disclosures and the Business Fee Schedule that apply to your Certificate of Deposit account, including our right to amend, modify, add to, or delete terms applicable to your Certificate of Deposit account.

18 MONTH, 3, AND, 5 YEAR CERTIFICATE OF DEPOSIT TRUTH IN SAVINGS PRODUCT DISCLOSURE

Please refer to your Certificate of Deposit Receipt for the open date and maturity of your account.

If you would like current interest rates or Annual Percentage Yield (APY) information, or have questions about your account, please visit your local branch or call us at 1-800-922-8742.

RATE INFORMATION

Account Rate and Annual Percentage Yield

The interest rate and corresponding Annual Percentage Yield (APY) for your account have not changed. Please see the TRUTH IN SAVINGS DISCLOSURE provided to you when you opened your account for the interest rate, maturity date and corresponding APY for your account.

Determination of Rate

Upon maturity, interest rates are subject to the applicable rates in effect at that time.

MINIMUM BALANCE REQUIREMENTS

Minimum Opening Deposit Requirement

You must deposit \$1,000 to open this account.

Imposition of a Monthly Maintenance Fee (Service Charge)

A Monthly Maintenance Fee (Service Charge) does not apply to this account.

To Obtain the Annual Percentage Yield Disclosed

You must maintain a minimum balance of \$0.01 in the account each day to obtain the disclosed APY.

Compounding Method

Interest will be compounded on a daily basis.

Crediting Frequency

Interest will be credited to your account every 12 months on the 3 and 5 Year Certificate of Deposit. Interest will be credited to your account every 12 months and at maturity on the 18 Month Certificate of Deposit. Alternatively, you may elect to have your interest paid to you by transfer to one of your other accounts with us.

Balance Computation Method

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

Accrual of Interest on Noncash Deposits

Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

Withdrawal of Interest Prior to Maturity

You may withdraw any accrued or credited interest during the term prior to maturity without penalty. The APY assumes that the interest remains on deposit until maturity. A withdrawal will reduce earnings.

Effect of Closing Your Account

If you close your account before interest is credited to the account, you may not receive the accrued interest.

RENEWAL POLICIES**Automatic Renewal Policy**

This account will automatically renew at maturity. You will have 10 calendar days after the maturity date to withdraw funds without penalty.

TRANSACTION LIMITATIONS

You may not make any deposits into your account until the maturity date.

We reserve the right at any time to require not less than seven (7) days' notice in writing before any withdrawal from an interest-bearing account.

FEES

Please see the Consumer Fee Schedule or Business Fee Schedule for all service fees which may be applicable to this account.

EARLY WITHDRAWAL PENALTIES

We may impose a penalty if you withdraw any of the principal before the maturity date. The fee imposed will equal six (6) months interest on the amount withdrawn.

ADDITIONAL TERMS AND CONDITIONS

For consumer customers, this disclosure should be read together with the Consumer Deposit Account Agreement and Disclosures and the Consumer Fee Schedule that apply to your account, including our right to amend, modify, add to, or delete terms applicable to your account.

For business customers, this disclosure should be read together with the Business Deposit Account Agreement and Disclosures and the Business Fee Schedule that apply to your account, including our right to amend, modify, add to, or delete terms applicable to your account.

BUSINESS OVERDRAFT PRIVILEGE DISCLOSURE

Business Overdraft Privilege is our discretionary overdraft service. Using Overdraft Privilege is expensive and may not be the best option for you. You do not have to be enrolled in Overdraft Privilege – you can opt out of this service at any time by calling 1-800-922-8742 or by visiting one of our branches.

Alternative products may be less expensive for you.

We recommend that you do not overdraw your account in the first place. However, to protect against an occasional, inadvertent overdraft, we offer services as alternatives to Business Overdraft Privilege. These alternatives may better serve your business's particular needs and could save money:

- **Linked Deposit Account.** Link your main checking account to another Tri Counties Bank account your business owns, such as your savings account. If your checking account becomes overdrawn as a result of a check or Automated Clearing House (ACH) transaction, available funds will be transferred automatically once at the end of the day from your linked account to your checking account, if sufficient to cover the amount of the overdraft and the Overdraft Transfer Fee. We will charge your checking account a \$10 Overdraft Transfer Fee per transfer. However, if the checking account is overdrawn \$10 or less, we will not assess the \$10 Overdraft Transfer Fee. Other restrictions apply. Call us at 1-800-922-8742 for more information.
- **Automatic Cash Reserve (ACR)** This is a line of credit for which you must apply and is subject to credit approval. In the event the business checking account becomes overdrawn as a result of an ATM transaction, everyday debit card transaction, check, Automated Clearing House (ACH) transaction, recurring debit card transaction or other transactions made using your checking account number, available funds will be automatically transferred once per day in multiples of \$50 (or for the unused portion of your credit limit if it is less than \$50) from your Automatic Cash Reserve line of credit to the checking account if sufficient to cover the amount of the overdraft and Cash Advance Fee. The Annual Percentage Rate (APR) is 15%. Interest is charged from the date funds are advanced until repaid. Payments to reduce the balance on the ACR can be made at any time. We also charge a \$5 Cash Advance Fee per transfer, limited to one automatic transfer per day. This is not a commitment to lend. Other restrictions apply. Call us at 1-800-922-8742 for more information and to obtain an application and complete terms and conditions.

Business Overdraft Privilege

After your account has been open for at least 60 days, your account may be eligible for this discretionary service. If you are, an Overdraft Privilege limit will be assigned to your account. The amount of the Overdraft Privilege limit assigned to your account can change (go up or down) at any time. The amount is based on several factors including your account history, deposit activity and patterns. To determine the Overdraft Privilege limit assigned to your account, please give us a call at 1-800-922-8742 or visit one of our branches. As long as you maintain your account in "good standing" (as explained below), we may choose (but are not obligated) to honor overdrafts up to the assigned limit. In addition, we normally will not approve an overdraft for you in excess of the limit assigned to your account.

Includes discretionary overdraft coverage of these transactions:

- Checks and other transactions made using your checking account number.
- Automated Clearing House (ACH) transactions, including automatic bill payments.
- Recurring debit card transactions.
- Everyday debit card transactions, also known as "one-time" debit card or point-of-sale (POS) transactions, such as a purchase you make at a merchant.
- ATM transactions.

Associated Fees

The fee is \$34.00 for each transaction that overdraws your account, up to \$136 per day (which equals four overdraft fees). We do not charge the \$34.00 fee if, after all transactions presented to your account in any given day are paid, your account balance is overdrawn

\$5 or less. The \$34.00 fee is listed in our Business Fee Schedule as “Overdraft items paid or returned”. It will appear in the body of your account statements as “NSF”, “OD”, or “UCF” Fee Item Paid or Fee Item Ret.”: in the “Overdraft and Returned Item Fees” portion of your account statements, the fees will be included in the “Total Overdraft Fees” or “Total Returned Item Fees.” You may be charged up to a maximum of \$136 in these fees per day (which equals four overdraft fees).

You Can Decline or Opt Out of Business Overdraft Privilege

You can **decline or opt out** of Business Overdraft Privilege entirely. If you have No Business Overdraft Privilege coverage, typically your transactions will be returned, rejected or declined rather than paid. Subject to the “Force Pay Transactions” described below, if you have No Business Overdraft Privilege coverage, typically the following will happen:

- Your everyday debit card transactions or ATM transactions will be declined rather than paid. We do not charge a fee for declining your debit card or ATM transactions. Typically, merchants also do not charge a fee for declined ATM or everyday debit card transactions. You will simply need to arrange for an alternative form of payment.
- Your checks, ACH transactions, recurring debit card transactions and other transactions made using your checking account number will be returned or rejected rather than paid. We charge a \$34.00 fee for each check or ACH transaction returned. Some merchants may also assess a returned check fee, over which we have no control, but you should see a warning from the merchants on their returned check policy.
- Force Pay Transactions: There may be instances where we will pay a transaction even if you do not have sufficient funds in your account to cover the transaction and are not enrolled in Business Overdraft Privilege. These transactions can occur, for example, when an ATM transaction, everyday debit card transaction or recurring debit card transaction is approved but later other transactions reduce the balance in your account before your ATM transaction or everyday debit card transaction is posted to your account. Under these circumstances, we will still pay (or “force pay”) the transaction and you will not be charged a fee. Although this represents the Bank’s policy with respect to Force Pay Transactions, it is more likely than not that if you have No Business Overdraft Privilege coverage, your transactions will be returned, rejected or declined as described above rather than force paid.

How Your Account Can Become Overdrawn

Your account can become overdrawn in several different ways, such as:

- (1) payment of checks, electronic fund transfers or other withdrawal requests (such as a cash withdrawal from a teller);
- (2) payments authorized by you;
- (3) return of unpaid items deposited to your account;
- (4) bank service charges and other fees; or
- (5) deposit of items which, according to our Funds Availability Policy, are treated as not yet available or finally paid.

We are not obligated to pay any item or transaction presented for payment if your account does not contain sufficient funds even if your account is enrolled in Business Overdraft Privilege. In other words, we may refuse to pay an overdraft transaction at any time even though we may have previously paid overdrafts on your account. For example, we typically do not pay overdraft transactions if your account is not in good standing, as explained below, or if, based upon our review of how you manage your account, we determine that you are using Overdraft Privilege excessively or appear to be using Business Overdraft Privilege as a regular line of credit.

Account Must Be in Good Standing

Your account is considered to be in good standing for purposes of Business Overdraft Privilege if you:

- (1) make sufficient deposits to bring your account to a positive end-of-day balance within 30 calendar days after the date the account was initially overdrawn (including the payment of all bank fees and charges);

- (2) avoid excessive overdrafts suggesting the use of Overdraft Privilege as a continuing line of credit; and
- (3) have no legal orders, levies or liens against your account.

You should make every attempt to bring your account to a positive balance as quickly as possible. If you are not able to do so, you will receive a letter from us informing you of the situation and your options. If you do not bring your account to a positive balance, we reserve the right to close your account and may take other steps to recover the unpaid balance.

Deposit Account Agreement

Our “Business Deposit Account Agreement and Disclosures” and “Business Fee Schedule,” (collectively referred to as “Deposit Agreement and Fee Schedule”), which were provided to you at the time you opened your Tri Counties Bank account, generally control the duties, obligations and rights you and any authorized signers on the account have, as well as our duties, obligations and rights with regard to your checking account. However, this Business Overdraft Privilege Disclosure (and all amendments thereto) shall control if a conflict arises between any provision of this Business Overdraft Privilege Disclosure and the Deposit Agreement and Fee Schedule. We will provide you additional copies of these documents upon your request.

Order of Payment

The order in which we pay your checks and other transactions is important if there is not enough money in your account to pay all of the transactions presented on one day. In the normal course of business, we generally pay checks and other transactions presented for payment from your account on a single banking day in the following order:

- (1) All credits/deposits.
- (2) Cash paid items (checks you have written that are cashed in person at a bank branch).
- (3) Debit card point-of-Sale (POS) and ATM withdrawals debited in the order we receive them.
- (4) Electronic debits through Online Banking, Mobile Banking, Cash Management, and 24-hour Telephone Banking.
- (5) Electronically converted checks and Automated Clearing House (ACH) transactions, including electronic BillPay payments.
- (6) Checks (including paper BillPay payments) will be charged to your account in numerical sequence. This means that the check with the LOWEST check number will be paid FIRST and then paid in sequence to the highest check number presented.

We reserve the right to change the order of payment without notice to you if we suspect fraud or possible illegal activity affecting your account. Also, please be aware that the order in which we pay transactions may create multiple overdrafts during a single banking day.

There is no particular order of payment that is favorable to you in every instance. There are advantages and disadvantages for any order of payment. In some cases, your more important transactions (which may be those with higher dollar amounts) may get paid later in this sequence or may not be paid at all depending upon your account balance and the available Overdraft Privilege limit assigned to your account. Using this sequencing method is our way of trying to be neutral.

Notices Sent When Overdrafts Occur

We will promptly send you a notice when we pay a transaction that overdraws your account. You should subtract the transaction amount and the total fees from your account balance in your check register. We will also notify you when we return a transaction unpaid. You should subtract the total fees from your account balance in your check register. However, we have no obligation to notify you before we pay or return any transaction. The amount of any overdraft, including the standard fee of \$34.00 per overdraft, is due and payable upon demand but, if no demand is made, it is due and payable no later than 30 calendar days after the date the account was initially overdrawn. If there is an overdraft on an account owned by two or more persons, each owner (and agent, if applicable) is jointly and severally liable for all overdrafts, including overdraft fees.

Maintain Good Account Records and Monitor Your Account Balance Frequently

Keep track of your account balance by entering all transactions in your check register, reconciling your checkbook regularly, and managing your finances responsibly. We will deduct the amount of each overdraft we pay plus our standard fee of \$34.00 per overdraft from the Overdraft Privilege limit assigned to your account. The Overdraft Privilege limit assigned to your account will not be included in the account balance we provide you when you ask for your account balance.

Limitations

Business Overdraft Privilege is a non-contractual courtesy that is available to business accounts in good standing. We reserve the right to limit participation to one account per business and to suspend, revoke, or discontinue this service at any time without prior notice. When you use Business Overdraft Privilege, you agree that we will not be liable to you for any loss or damage based on a claim that you relied on us to pay any and all transactions which would overdraw your account. You further agree to indemnify and hold us harmless from any such claims for loss or damage made by any other person.

You should make every attempt to bring your account to a positive balance as quickly as possible. If you are not able to do so, you will receive a letter from us informing you of the situation and your options. If you do not bring your account to a positive balance, we will close your account and may take other steps to recover the unpaid balance.

Available Balance

Your Available Balance is the amount of funds available for withdrawal and authorizing transactions. Your Available Balance may be different than your register balance (sometimes called Ledger Balance). The Available Balance is reduced by 1) the amount of pending transactions, such as point-of-sale transactions; 2) funds on hold in accordance with our funds availability policy; 3) our receipt of notice that a transaction will be presented or returned; 4) our receipt of a legal process relating to your account; or 5) your use of your account as security for a loan.

Additional Information

If you have additional questions or would like more information, call us at **1-800-922-8742** or visit your local branch.

LINKED DEPOSIT ACCOUNT, OR AUTOMATIC CASH RESERVE (ACR)

LINKED DEPOSIT ACCOUNT

Link your main checking account to another Tri Counties Bank account you own, such as your savings account or another checking account, and, in the event that your checking account has insufficient funds available to pay a check, Automated Clearing House (ACH) transaction, ATM Transaction*, everyday debit card transaction*, recurring debit card transaction* or other transaction made using your checking account number, available funds will be automatically transferred once at the end of the day from your linked account to your checking account if sufficient to cover the amount of the overdraft and the Overdraft Transfer Fee. We will charge your checking account a \$10 Overdraft Transfer Fee per transfer. However, if the checking account is overdrawn \$10 or less, we will not assess the \$10 Overdraft Transfer Fee.

* The balance in your Linked deposit Account will not be recognized at the time of authorization (point of purchase) on ATM Transactions, everyday debit card transactions or recurring debit card transactions. For these transactions to be authorized at the point of purchase you would need to:

1. Opt in to our Full Overdraft Privilege coverage; or
2. Apply and be approved for an Automatic Cash Reserve.

Force Pay Transactions: There may be instances where we will pay a transaction even if you do not have sufficient funds in your checking account to cover the transaction and no Overdraft Privilege coverage assigned to your account and insufficient funds in your linked account. These transactions can occur, for example, when an ATM Transaction, everyday debit card transaction or recurring debit card transaction is approved, but later additional transactions reduce the balance in your account before the ATM Transaction, everyday debit card transaction or recurring debit card transaction is posted to your account. Under these circumstances, we will still pay (or "force pay") the transaction and you will not be charged a fee.

Other restrictions apply. Call us at **1-800-922-8742** for more information on this product.

AUTOMATIC CASH RESERVE (ACR)

Automatic Cash Reserve (ACR). This is a line of credit for which you must apply and is subject to credit approval. In the event your checking account has insufficient funds available to post a check, Automated Clearing House (ACH) transaction, ATM Transaction, everyday debit card transaction, recurring debit card transaction or other transaction made using your checking account number, available funds will be automatically transferred once per day in multiples of \$50 (or for the unused portion of your credit limit if it is less than \$50) from your Automatic Cash Reserve line of credit to the checking account if sufficient to cover the amount of the overdraft and Cash Advance Fee. The Annual Percentage Rate (APR) is 18% for Automatic Cash Reserve Line of Credit (for consumer accounts) and 15% for Business Automatic Cash Reserve Line of Credit (for business accounts). Interest is charged from the date funds are advanced until repaid. Payments to reduce the balance on the ACR can be made at any time. We also charge a \$5 Cash Advance Fee per transfer, limited to one automatic transfer per day. This is not a commitment to lend.

Point-of-Sale Authorizations: There may be instances where we will authorize an ATM Transaction, everyday debit card transaction or recurring debit card transaction even if you do not have sufficient funds in your checking account to cover the transaction. This can occur when you do have sufficient funds available in your Automatic Cash Reserve line of credit to cover the amount of the transaction(s) being authorized.

Other restrictions apply. Call us at **1-800-922-8742** for more information and to obtain an application and complete terms and conditions.

SAFE DEPOSIT BOX

SAFE DEPOSIT FEE SCHEDULE

Annual Rental Fee – Subject to availability

| Size (front of box, in square inches) | Example Sizes (height by width, inches) | Annual Rental Fee |
|--|--|----------------------|
| Up to 20 | 2x5, 3x5 | \$50.00 |
| 20.1 to 40 | 5x5, 3x10 | \$75.00 |
| 40.1 to 60 | 5x10, 4 3/4 x 10 | \$100.00 |
| 60.1 to 80 | | \$125.00 |
| 80.1 to 100 | 10x10 | \$150.00 |
| 100.1 to 120 | | \$175.00 |
| 120.1 to 200 | | \$200.00 |
| 200.1 to 400 | | \$300.00 |
| 400.1 to 600 | | \$400.00 |
| 600.1 to 800 | | \$500.00 |

Lost Safe Deposit Box Key Replacement Fee..... \$15.00
(At time of box surrender)

Forced Box Fee.....\$200.00

SAFE DEPOSIT BOX TERMS AND CONDITIONS

These Safe Deposit Box Terms and Conditions, along with the Safe Deposit Box Agreement Card (“Safe Deposit Box Agreement”), govern our rights and your responsibilities with respect to the Safe Deposit Box you have rented from Tri Counties Bank (the “Bank,” “our” or “we”). **Please read the entire Agreement and seek clarification, if necessary, from a Bank representative prior to signing.**

DEFINITIONS

- (1) **The Agreement** means the Safe Deposit Box Terms and Conditions, the Safe Deposit Box Agreement, the Safe Deposit Box Fee Schedule (“Fee Schedule”), any related account deposit documents including, but not limited to, applicable entity documents and signature cards as required by the Bank for its deposit products and the Business or Consumer Deposit Account Agreement and Disclosures. In the event of a conflict between the safe deposit box terms and conditions and the Business or Consumer Deposit Account Agreement and Disclosures, the safe deposit box terms and conditions will control.
- (2) **The Safe Deposit Box (or “Box”)** means the safe deposit box operated by the Bank. The term “Box” does not include the contents of the Box.
- (3) **Renter (“you”)** means the individual, corporation or other legal entity renting the Box from the Bank. The term “Renter” includes the renter, any co-renter, any authorized signer, or any duly appointed legal representative of the renter, co-renter or authorized signer.

Term of Agreement. The initial term, and each renewal term will be one year. At the end of the initial term or any renewal term, this Agreement will automatically renew without notice each year, provided that the Renter has not breached any provision of the Agreement, including but not limited to the Renter’s obligation to pay Box rental fees.

Fees. You agree to pay the applicable Box rental fee, as described in the then-current Fee Schedule, no later than the annual renewal date.

Failure to Pay Rent. Subject to and without limiting the termination provisions set forth below, if you fail to pay any rent or other fees when due, or you fail or refuse to observe the terms of this Agreement, we may: (1) deduct rental fees and other charges from any account(s) you have with us; or (2) mail notice to you (at the last address you provided to us), and after sixty (60) days, open the Box, remove its contents, and hold them subject to a lien for unpaid rent, charges for forced opening and maintaining custody of the contents and related charges, including our reasonable attorney's fees. We may sell, dispose, transfer, assign, or deliver the contents in the Box as provided by law (including but not limited to the Unclaimed Property Law) and apply any proceeds to pay the lien.

You declare that any sale, disposal, transfer, assignment, delivery of the contents in the Box and any other act related to the above by the Bank by virtue of the Agreement on your behalf will be good, valid and effectual to all intents and purposes as if the same had been duly effected by yourself. The authority and the powers conferred in this paragraph will be and remain irrevocable for a period expiring on the termination of the hire of the Box and upon your surrender and return of all the keys to the Bank.

Termination. Notwithstanding the Bank's right of termination (below), this Agreement will automatically terminate without notice to you if: (1) you fail to pay, annually and in advance, the rental fee in effect at the time, pursuant to the Fee Schedule; (2) fail to observe the terms of the Agreement, including but not limited to, maintaining a savings or checking account in good standing with the Bank at all times.

Renter Termination. You may terminate this Agreement at any time by emptying the Box, returning the keys in good condition, paying any sums you owe and signing the Bank's surrender agreement. If you terminate the Agreement before expiration of the then-current term, you will forfeit any unused rent.

Bank Termination. Without limiting any other provision of this Agreement, the Bank may terminate this Agreement at any time by giving you at least thirty (30) days prior written notice. In that event, you will, by the date specified in the notice, empty the Box, return the keys, and pay any sums you owe the Bank. If you fail to empty the Box by the date specified in the notice, you agree that the Bank may, at your expense and without liability to the Bank, force open the Box and sell, dispose, transfer, assign, or deliver the contents in the Box in any manner it chooses. If the Bank terminates the Agreement before expiration of a term, except because of your failure to comply with the terms of this Agreement, the Bank will refund any unused rent upon request. You agree to surrender the Box in the same condition as when rented. You also agree to promptly reimburse the Bank for the cost of any repairs or replacement if necessary to place the Box in such condition at the time of termination, ordinary wear and tear accepted, based on the Bank's reasonable estimate.

Access. Without limiting any other provision of the Agreement, the Bank may also refuse access to the Box if the rental fee is in arrears or if any sum of money is owing to the Bank under the Agreement.

Keys. Once you have signed the Agreement and paid the first year's rent, we will issue you two keys. You agree not to make duplicate keys. For your protection, the Bank does not make or keep duplicate keys.

Lost or stolen keys will incur a substantial charge for forcible entry and re-keying of the lock. You agree, on demand, to reimburse the Bank for all expenses and damages we incur by reason of your failure to surrender the key(s) on termination of this Agreement. You agree to notify the Bank immediately if a key is lost or stolen.

For your protection, please do not identify the box number on the key itself.

Change of Address. You agree to notify the Bank in writing of any change of address, including your email address (if provided), or change of name, which will be effective after we have had a reasonable time to react. We may also change the mailing address of record we have for you if we receive an address change notice from the U.S. Postal Service. If there is more than one renter, each co-renter is responsible for submitting their own signed change of address request. The Bank is only required to attempt to communicate with you using the address you have provided to the Bank. If you fail to notify us of a change of address, an undeliverable statement fee may be assessed (see Business Fee Schedule

or Consumer Fee Schedule for details). If Bank documents are returned indicating an incorrect address, and we are not notified of the new address after 90 days, you authorize us, at our discretion, to block access to the Box until we can verify your correct address.

Access by Renter. You agree to comply with the Bank's entry procedures. The Bank requires that you sign an entry form and provide evidence satisfactory to the Bank of your identity. The Bank may, but is not required to, compare the signature on the entry form with your signature on the Safe Deposit Box Agreement on file. The Bank may deny or delay access if these or other reasonable entry procedures are not followed, or if, in the Bank's judgment, the signatures do not match, your identity is not established to the Bank's satisfaction, or the Bank reasonably suspects that the person seeking access does not possess the authority to obtain such access.

Access may also be refused if: (1) we reasonably believe that Box or vault access jeopardizes our security, or the security of our customers; (2) if in our sole discretion, we have been provided information that there are conflicting claims to the Box contents; (3) we are required to deny access by law (e.g., court order); or (4) rental payment has not been paid as agreed. The Bank will not be bound to inquire or be regarded as having any knowledge or notice, actual, implied or constructive, as to whether any of the contents of the Box are owned by the Renter(s) (whether singly, jointly, in common or otherwise).

Co-Renters or Authorized Signers. Any person signing the Agreement (renter, co-renter, authorized signer, or duly appointed representative) may have access to the Box. This means that the Bank will not restrict access to the Box to an authorized signer, even if you request such a restriction to access. If there is more than one renter, any co-renter or their legal representative may be given access to the Box and will be entitled to remove the contents. Additionally, when a Box is rented by two or more persons jointly, in the case of the death of one renter, any one of the surviving renters will be permitted to open the Box and take possession of the contents of the Box.

The Bank is not required to give notice of entry to anyone. The Bank will not be liable for any act or omission of a co-renter and will not be liable for any loss that may arise from the use by any person of a forged authorization or the unauthorized access to the Box.

Where the Renter comprises more than one person or is an entity or company consisting of more than one partner/director, all the terms of this Agreement will be deemed to be made by and binding on them jointly and severally.

Access by Others. The Bank, without notice or liability to you or further inquiry on our part, and in our sole discretion may: (1) allow access to others by relying and acting upon any court order, authorization, or certification which we believe to be genuine, properly executed and enforceable; or (2) deny or restrict access to the Box as required by law or this Agreement. The Bank at its sole discretion may refuse any person access to a Box if the Bank believes that the person seeking access does not possess the authority to obtain such access.

Authorized Persons of Legal Entities. If the Renter is a corporation or other legal entity, only the person(s) authorized by a resolution passed by the Board of Directors to have access to the Box (of which a certified copy of the resolution must be delivered to the Bank) will have access to the Box. Any such person may gain control of the contents of the Box and may remove the contents. Where the Renter is a corporation or other legal entity, the Renter agrees to fully indemnify the Bank against any unauthorized or wrongful act of the person(s) authorized by a resolution to act on behalf of the Company.

Hours and Areas of Access. You may access the Box during our normal business hours each business day subject to such policies prescribed by the Bank and except when access is prevented in accordance with the Agreement or for reason(s) beyond the control of the Bank. We are not responsible for any losses caused by any limitations to the access of your Box.

Upon removal of the Box from its Vault, the Bank may require you to take the Box to a designated area for you to inspect, add or remove contents. However, private viewing areas may not be available. As such, whether or not a room is available, you assume all risk of loss as soon as the Box is removed from its vault, and until the Box is returned to

the vault. You may not enter the vault area unless a Bank employee accompanies you. The Bank may refuse to allow anyone other than you and its employees or agents to be in that area at the same time. Unless otherwise agreed, you may only remain in the vault area for the time it takes to reach the Box, open the door, remove or return the Box, and leave. You may not remove the Box from the Bank's premises.

For your protection, please do not identify the box number on the key itself.

Dormancy of Box. If there has been no activity in your Box, either by payment of fees due or by access to the Box, for an extended period of time, usually one year, we may transfer the box to an inactive status. If the box remains inactive for an additional year, we may transfer it to a dormant status. If the box remains inactive or dormant for a total period of three years and other requirements of state law are met, we are required by law to report and remit the contents of the Box to the custody of the applicable state agency, and we thereafter have no liability to you for the contents remitted. To the extent permitted by law and our Agreement with you, we may assess a fee to you for providing the Notice of Escheat while the box was in a dormant status. The Bank remits contents of the box(es) to the State of California or other states in accordance with applicable escheat laws. California Unclaimed Property Laws require notification to lessee prior to escheating contents held in a safe deposit box. You may reclaim any funds the Bank has remitted by contacting the State Controller's Office in Sacramento at 1-800-992-4697 or at www.sco.ca.gov, or other appropriate authorities, and you must produce evidence of ownership. If items are not claimed by the state or the owner, they will be disposed of by the Bank, in its sole discretion and as permitted by law.

Powers of Attorney. Any power of attorney purporting to give your consent to gain access to the Box must be in writing, signed by you, and in a form acceptable to us. We may rely on any power of attorney presented for access to the Box without duty of further inquiry, so long as the power of attorney is in the proper form and the Bank does not have actual notice of its revocation. We may, in our sole discretion, refuse to honor multiple or inconsistent powers of attorney.

Death or Incompetence of Renter. You agree to notify the Bank in writing of the death or incompetence of any person who has a right of access to the Box. In the event of the death of the Renter, a personal representative(s) will be entitled to have access to the Box and remove all the contents on production of the proper Court Order and/or Letters of Administration. After this, the rental will be automatically terminated.

The Agreement, in its entirety, will survive the death of the Renter and will be binding on the personal representative(s) of the deceased Renter.

Prohibited Contents. You may not place the following in your Box: firearms; ammunition; liquids; explosives; anything the Bank believes may be of a dangerous or offensive nature; materials or substances that cause, or could reasonably cause in the future, danger, damage or defacement to the Box or to the Bank's facilities, employees or customers in any way; anything the possession of which the Bank believes is prohibited by applicable law or regulation; any material which causes, or may reasonably be expected to cause odor, fumes or nuisance, whether or not harmful or noxious. If the Bank has reasonable cause to believe you have violated this provision, the Bank may force open the Box (at your expense), and inspect, remove and destroy or otherwise store or dispose of, all or any part of the contents and terminate this Agreement.

Limitation of Liability. The Bank's only obligation under this Agreement shall be to allow authorized persons to and prevent unauthorized persons from entering the Box in accordance with this Agreement. The Bank meets its duty of care with respect to your Box by exercising ordinary care in providing its safe deposit box services. "Ordinary care" requires only that the Bank follow standards that do not unreasonably vary from the general standards followed by similarly situated banks. The Bank's policies and procedures are solely for its use and do not establish a higher standard of care for the Bank than is otherwise established by applicable law or regulation. A mere clerical error, or an honest mistake, will not be considered a failure of the Bank to perform any of its obligations.

The Bank will not be deemed, for any reason, to know what the contents of the Box are or who owns the contents. The Bank will not be deemed to have possession of nor a duty to care for the contents while they remain in the Box.

The Bank has no liability for damages or losses to you or any other person for, and you assume the entire risk of loss resulting from, the Bank's delays in performing or failure to perform its obligations as set forth in this Agreement, and the destruction of or damage to the contents of the Box, whether such loss is direct or indirect, proximate or remote, or in whole or part caused by, contributed to, or aggravated as a result of:

- Fire; explosion; intense heat; smoke; and water (including fire suppression systems); nuclear reaction, radiation, or contamination; building collapse or similar perils resulting from acts of nature, terrorism or war, or the intentional destructive acts of persons other than the Bank's officers, employees or agents;
- The failure of electrical, mechanical, plumbing, waste, or structural systems; or
- Events beyond the Bank's reasonable control including, without limitation, those caused by you, your agents or local representatives, or by other persons, including, without limitation, strikes or other labor disputes; civil unrest or disorder, civil war, insurrection, rebellion, revolution and actions taken by governmental authorities in hindering, combating or defending against such occurrences; burglary, robbery, failure of communications or computer systems, natural or man-made disasters, terrorist acts or action or inaction of government authorities.

If a loss results from the negligent or willful misconduct of the Bank's directors, officers, employees or agents, the Bank's total liability will be limited to the minimum amount allowed by applicable statute or administrative rule in California. In the absence of such a statute or rule, the Bank's total liability will be the lesser of your actual loss or \$100.00. However, if you use the Box to store the following items, you assume the entire risk of loss or damage to those items:

- Currency and coin, including that of the United States or other nations, whether or not legal tender now or in the past;
- Antiques, antiquities, jewelry, works of art, crafts and collectibles;
- Securities or instruments payable to bearer;
- Precious metals and gemstones;
- Machine-readable media, including audio, video and computer storage materials;
- Wills, Trusts, or other codicils; and
- Certificates of Birth or other legal or important documents.

You agree that the Bank will not be liable to you or any third party for any incidental, consequential or punitive damages.

Contents Not Insured. The contents of your Box are not insured against loss by the Bank. This Agreement does not create a bailment between the Bank and you.

Handling of a key or box by a bank employee is an accommodation to you and is provided at your risk.

Notices to the Bank. Any notice to the Bank must be provided in writing and delivered to the branch where the Box is maintained.

Notices to Renter. Our notices to you may be given to you or your legal representative in person or by mail addressed to the last known address as shown on our records.

The Bank may, at its option, remove the Box and its contents to a new location under such safeguards as it deems proper.

Change in Terms. At any time, the Bank may vary, add, delete, revise or change (collectively, "Revise") the terms of this Agreement without notice. Such Revisions will apply on the effective date specified by the Bank. The continued retention or use of the Box after the effective date of any Revisions will be deemed to constitute your acceptance of such Revisions without reservation. If you do not accept the Revisions, you must terminate the hire of the Box pursuant to the procedures set out above. All the provisions relating to termination will apply.

TREASURY MANAGEMENT FEE SCHEDULE

Online Banking Services

| | |
|-----------------------------------|-------------------|
| Trico Treasury Center Access..... | \$18.00 per month |
| BAI2 Reporting..... | \$10.00 per month |

Payment and Disbursement Services

ACH Services

| | |
|-------------------------------------|------------------------|
| ACH Credit Origination Module | \$25.00 per month |
| ACH Debit Origination Module..... | \$25.00 per month |
| Each additional account..... | \$5.00 per month |
| ACH Returned Item | \$5.00 each |
| ACH per Item..... | \$0.17 per transaction |
| Same Day ACH per Item..... | \$0.95 per transaction |

Wire Services

| | |
|--|-------------------|
| Wire Origination Module | \$10.00 per month |
| Each additional account..... | \$5.00 per month |
| Outgoing Online Domestic Wire | \$12.50 each |
| Outgoing Online International Wire | \$25.00 each |
| Incoming Wire | \$15.00 each |
| Wire Amendment | \$20.00 each |
| Wire Tracer..... | \$25.00 each |

Collection and Deposit Services

Cash Vault Services

| | |
|-------------------------|-------------|
| Deposit Adjustment..... | \$6.00 each |
| Change Orders..... | \$5.00 each |

Coin Services

| | |
|--|-------------------|
| Coin Bag Deposits-Standard..... | \$3.00 each |
| Coin Bag Deposits-Non Standard..... | \$5.00 each |
| Coin Furnished-Rolls..... | \$0.15 each |
| Coin Furnished-Box..... | \$5.50 each |
| Smart Safe Maintenance | \$50.00 per month |
| Smart Safe Daily Provisional Credit..... | \$0.50 each |

Remote Deposit

| | |
|------------------------------------|-------------------------|
| Remote Deposit Capture (RDC) | \$25.00 per month |
| Each additional account..... | \$5.00 per month |
| RDC Scanner lease | \$25.00 per month |
| RDC per Item | \$0.05 per item (check) |

Lockbox

Custom remittance solutions are quoted based on individual requirements.

Fraud Protection Services

| | |
|--|-------------------|
| Traditional Positive Pay (per account) | \$50.00 per month |
| Payee Positive Pay (per account)..... | \$60.00 per month |
| ACH Positive Pay (per account)..... | \$20.00 per month |
| Positive Pay Paid Item | \$0.05 per item |
| Positive Pay Returned Item..... | \$12.50 per item |

Account Reconciliation Services

| | |
|---|-------------------|
| Full Account Reconciliation (per account) | \$50.00 per month |
| Partial Account Reconciliation (per account)..... | \$40.00 per month |
| EDI Reporting..... | \$15.00 per month |

Secure File Transfer Services

| | |
|---|--------------------|
| Implementation..... | \$250.00 |
| Monthly Service | \$100.00 per month |
| Files sent to Bank (ACH, Wire, X9, etc.)..... | \$10.00 per file |
| BAI2 Information Reporting | \$25.00 per month |

Sweep Accounts

| | |
|---|-------------------|
| Zero Balance Account (master acct)..... | \$35.00 per month |
| Zero Balance Account (subsidiary acct)..... | \$15.00 per month |

BUSINESS FEE SCHEDULE

| | |
|---|--|
| ATM Owner/Operator | \$50.00/month |
| ATM Transactions | |
| Tri Counties Bank and MoneyPass® ATMs..... | no charge |
| Balance Inquiry at any other ATM..... | \$2.00 each |
| Cash withdrawals at any other ATM..... | \$2.00 each |
| <i>(Other institutions may charge an additional fee for ATM use.)</i> | |
| Account Closures | |
| Within first 90 days of account opening..... | \$10.00 |
| Cashier's Checks | \$8.00 each |
| Replacement..... | \$25.00 |
| Photocopy..... | \$5.00 |
| Chargeback for Returned or Uncollectable Deposit Item | \$10.00 each |
| Checks | |
| Check images printed by bank..... | \$2.00 each |
| Check cashing for non-customers..... | \$5.00 per check |
| Preprinted check orders..... | varies depending on style and quantity ordered |
| Temporary checks after account opening..... | \$1.00 each |
| Coin Bag Handling at Branch | \$7.00 per bag |
| Collections, for Paper Checks Drawn on or Paid Through Another Institution | |
| Domestic..... | \$15.00 plus actual shipping charges |
| International..... | \$30.00 plus actual shipping charges |
| Bond coupon redemption..... | \$15.00 plus actual shipping charges |
| Debit Card | |
| Standard Delivery of Permanent Debit Card..... | no charge |
| Expedited Delivery of Permanent Debit Card..... | \$50.00 per card |
| Deposit Account Control Agreement Setup | \$200.00 each |
| Documentary Collections | \$100.00 each |
| Dormant Account Escheatment | no charge |
| Foreign Currency Exchange | |
| <i>(Exchange rates quoted upon request.)</i> | |
| Sold to Customer..... | \$5.00 |
| Purchased from Customer..... | \$10.00 |
| Legal Document Review for Power of Attorney not on Bank Form | no charge |
| Legal Processes (Attachments, Levies, Garnishments, etc.) | \$100.00 per item |
| Loan Payment via Phone or Requested of Banker | \$10.00 |
| <i>(Non-recurring payments from an account at another institution)</i> | |
| Medallion Signature Guarantee | \$50.00 each |
| Night Deposits | |
| Zipper/Lock Bag Annual..... | \$25.00 per bag |
| Disposable Bags Annual..... | no charge |
| Depository Replacement Key..... | \$5.00 |
| Online/Mobile Services | |
| Trico Business Express..... | no charge |
| Trico Treasury Center..... | see Treasury Management Fee Schedule |

Business Bill Pay (accessed through Trico Business Express)..... no charge
 Trico Business Mobile Banking App no charge

Overdrafts

Overdraft transfer from a linked deposit account\$10.00 per transfer
 Advance from Automatic Cash Reserve..... \$5.00 per transfer
 Overdraft items paid or returned (Non-Sufficient Funds)
 (NSF/OD, Uncollected Funds-UCF) \$34.00 each
 Maximum daily overdraft fee (4 items paid or returned) \$136.00
*You will be charged an overdraft fee for any item paid if your account's
 daily ending balance is overdrawn by more than \$5.00.*

Research Requests \$60.00 per hour (½ hour minimum)

Statements

Reprints handled by Banker..... \$5.00 each
 Reprints through online banking (eStatements) no charge
 Undeliverable statement \$5.00 each

Stop Payments

Check or Cashier's Check..... \$34.00 each
 If amount or check number is missing \$37.00 each

Sweeps

Automatic Sweep to Credit Facility \$300 per month
 Target Balance Transfer or Sweep..... \$0.50 each

Treasury Management Services for Small Businesses

For additional services, consult the Treasury Management Fee Schedule

ACH \$25 per month; includes 50 transactions per month;
 \$0.25 per transaction thereafter
 Remote Deposit Capture..... \$35 per month; includes scanner & 100 checks per month;
 \$0.25 per check thereafter
 Wire Transfer.....\$10 per month; \$12.50 per domestic wire

Verification of Deposit or Balance..... \$10.00

Wire Transfers

Incoming..... \$15.00
 Originated in branch
 Outgoing Domestic..... \$30.00
 Outgoing International \$35.00
 Email notice of wire transfer..... no charge
 Wire Amendment \$20.00
 Wire Tracer \$25.00

We would like to hear from you.

Speak with a Banker 1-800-922-8742
(Hablamos Español)

24-Hour Automated Telephone Banking
Call Toll Free 1-844-TCB-24HR
(1-844-822-2447)

Treasury Management Support 1-877-895-7580
Monday–Friday: 8am–5pm

Locations throughout California
Visit TriCountiesBank.com/locations to find a location near you.



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