

CONSUMER ONLINE BANKING AGREEMENT

This Consumer Online Banking Agreement, along with the enrollment form (the “Form”) (altogether the “Agreement”) sets forth the terms of the Online Banking Services that CalPrivate Bank (“us” or the “Bank”) makes available to its customers (“you”) through the Bank’s online banking system (the “System”). The System can be used to access only the accounts that you have designated for access by the System in your Form, or as subsequently requested by you and approved by us. By clicking “accept” or applying for any service described herein (a “Service” or “System Service”), you agree to be bound by these terms. Your use of any Service will be additional evidence of your agreement to these terms.

Please read this Agreement carefully and keep a copy for your records. If you have any questions or do not understand any terms of the Agreement, please ask us for more information or clarification.

1. Definitions. The words “account” or “accounts” mean your deposit and loan accounts at the Bank. The words “password” or “passwords” mean password(s) relating to the System assigned to or by you. As used herein, the term “password” includes Touch ID, Face ID, and any other biometric authentication, if such biometric authentication is enabled for the System or any Service. The term “funds transfers” means electronic transaction services that the Bank may from time to time make available to you through the System, including, among other things, Automated Clearing House (“ACH”) transactions, wire transfers, ATM withdrawals, preauthorized transactions, point of sale transactions, bill payments, and transfers to and from the accounts using the System. The term “payment order” has the definition set forth in the Uniform Commercial Code, as enacted and amended in the State of California. The term “instruction” means a payment or transfer instruction, including a payment order, a request for a funds transfer, and a request to cancel or amend a funds transfer or payment order, and any other request or instruction submitted to the Bank through the System. The terms “Service” or “System Service” mean the services provided pursuant to this Agreement. The term “business day” means Monday through Friday, excluding holidays or any day that all of the Bank’s branches are closed. Additional definitions used in this Agreement are set forth above and below.

2. Other Agreements. Your use of any System Service may also be affected by the agreements between you and the Bank for your deposit and other types of accounts. This Agreement does not change the agreements you already have with us. You should review those agreements for any applicable fees, for limitations on the number of transactions you can make, and for any other restrictions that might impact your use of an account with the System Services. Please refer to the Bank’s Electronic Funds Transfer Disclosures for additional information regarding electronic fund transfers to and from your accounts. Furthermore, the accounts will be governed by the agreements, if any, for each additional service used by you after execution of this Agreement and by all State and Federal

laws and regulations. We may, from time to time, offer and introduce new services available through the System. By using these services when they become available, you agree to be bound by the rules, which will be communicated to you, concerning these services.

3. Access. To use the System, you must have at least one account at the Bank, access to internet service, and an email address. These terms and conditions also apply if you are provided access to the System through a downloadable app for use on a mobile device or mobile telephone. Once we have received all required documentation, and have verified the designated account information, we will send you, by secure email, confirmation of acceptance of enrollment, along with your assigned log-in ID and temporary password, if you are approved. You may add or delete any of the designated accounts from the System by making a request to the Bank. The Bank undertakes no obligation to monitor transactions effected by you through the System to determine that such transactions are made and authorized by you. You agree that you may be required to execute certain other documents or agreements in order to effect one or several types of funds transfers utilizing the System and you agree to execute the same as necessary.

4. System Services. Depending upon the Services selected by you and authorized by the Bank, you can use the System to check the balance of accounts, view account histories, transfer funds between accounts, make stop payment requests, view checks, deposit checks, and pay bills. You acknowledge that not all of the Services described herein will be made available to you. The availability of the System Services is subject to rules of operation set from time to time by the Bank, including posting, balance, and account activity. The Bank has the right to offer the Services, or associated equipment or software, through an affiliate or unrelated third party. The Bank’s ability to provide certain of the Services is dependent upon its ability to obtain or provide access to third party vendors and networks. In addition to and not in limitation of any right of the Bank to cancel your access to the Services, in the event any third party service provider is unavailable or the Bank determines, in its discretion, that it cannot continue providing any third party network access, the Bank may discontinue the related service or may provide the service through an alternate third party, and the Bank will have no liability for the unavailability of access. The Bank will not be responsible for any Services received from third party vendors. In order to provide the Services through an affiliate or third party, Bank is authorized to disclose information about accounts and the Services to the affiliate or third party who provides the service. You agree to familiarize yourself with all user guides, operational rules and policies established from time to time by the Bank regarding the System Services, and further agree that you will comply with such rules and policies when utilizing the System. Without limiting the foregoing, you acknowledge and agree that there may be delays in the posting of off-System transactional activity on the System from certain

accounts, and you shall familiarize yourself with the Bank's procedures for updating account information as shown on the System.

5. Hours of Access. You may use the System 7 days a week, 24 hours a day, although some or all System Services may not be available during non-business hours or as a result of emergency or scheduled System maintenance. The Bank shall provide commercially reasonable notice to you on the System website of any non-emergency extended periods of non-availability for the System or the System Services. The Bank's normal business hours of operation at its branch locations are 9:00 a.m. to 5:00 p.m., Pacific Time.

6. Security and Security Procedures. For security purposes, you will be required to change the temporary password provided by the Bank upon your initial login to the System. You acknowledge and agree that: (a) the Bank shall have no access to your password; (b) you shall be solely responsible to determine what password will be used by you; and (c) the identification of such password selected by you shall not be communicated to the Bank. You agree that the Bank shall be authorized to effect the System Services upon receipt and verification by the System of your password, and that the Bank is authorized to act on instructions received upon receipt and verification by the System of your password. You agree that any transactions processed with your log-in ID and password are deemed to have been authorized by you.

You are solely responsible for the confidentiality and security of your password and shall safeguard against unauthorized transmission of instructions to the Bank and you agree to change your password regularly. The Bank will not be liable for any transaction ordered by any person to whom you have granted access regardless of the purpose for which you granted the access or for any information about your account revealed in reliance upon your log-in ID and password. Upon three unsuccessful attempts to use a password, your access to the System will be disabled, and further access to the System shall be permitted only upon compliance with established procedures by the Bank, including the issuance of a new password.

You acknowledge the importance of your role in preventing misuse of the accounts through the System and agree to promptly examine all account statements for accuracy immediately upon receipt. You agree to protect the confidentiality of your account(s) and account number(s), and personal identification information. (You acknowledge that certain personal identification information by itself, or together with information related to the accounts, may allow unauthorized access to such accounts.) While data transferred via the System is encrypted in an effort to provide transmission security, you acknowledge that the internet is inherently unsecure and that all data transfers, including the System Services, occur openly on the internet and potentially can be monitored and read by others. The Bank specifically does not warrant that data transfers utilizing the System, or email transmitted to and from the Bank, will not be monitored or read by others; we cannot and do not warrant that account information and data transfers using the System Services will not be monitored and read by others, or that use of the System Services on the internet will be secure. You accept the risks

that the internet may not be secure and that others may use malware, spyware and viruses to manipulate your use of the System Services on the internet. The following guidelines should assist you in ensuring that your accounts and account information remain secure:

- Do not leave your account information out in an open area or on your computer screen accessible by others.
- Do not send your log-in ID or password or privileged account information over any e-mail system.
- Do not leave your computer unattended while you are connected to the System.
- Do not enter your log-in ID or password into the System when there are others nearby who could observe you doing so.
- Log out of the System and close your browser completely after each session and/or clear cache and history.

If Touch ID, Face ID, or any other biometric authentication is enabled for the System or any Service, fingerprints or any other biometric identifying information stored on your device (such as an iPhone) can be used to log on to the System. To prevent unintended access, you should only enable biometric authentication if you are the only person who can access your device using biometric authentication. You must not allow anyone else's fingerprints or other biometric identifying information to access your mobile device and, if you do, you will be responsible for any money withdrawn or transferred from your accounts by someone using such a device. You agree that your mobile device will be locked if it is left unattended and that you will download mobile security software updates when available.

You agree to change your password on a regular basis, but no less frequently than every 180 days. You agree to change your temporary password promptly after given access to the Services for the first time and whenever anyone who has had access to your password is no longer authorized to use the Services. The Bank may require you to change your password at any time. The Bank may deny access to the Services without prior notice if the Bank is unable to confirm (to its satisfaction) any person's authority to access the Services or if the Bank believes such action is necessary for security reasons.

Each time you make a funds transfer or payment with a Service, you warrant that the Bank's security procedures are commercially reasonable considering your wishes expressed to the Bank, your circumstances known to the Bank (including the size, type, and frequency of payment orders you normally issue to the Bank), any alternative security procedures offered to you, and security procedures in general use by customers and banks similarly situated. You agree the security procedures provide an appropriate level of security for the instructions you contemplate issuing. You expressly represent that you have not withheld any information or circumstances from the Bank which would indicate that different security procedures are appropriate for this Agreement.

You agree to be bound by any funds transfer or payment order the Bank receives through the Services, even if the order is not authorized by you, if it includes your password or is otherwise processed by the Bank in accordance with its security procedures. If a funds transfer or payment order received by the Bank was in fact transmitted or authorized by you, you are

bound by such instruction whether or not the Bank complied with the security procedure with respect to that instruction, whether or not an error in the instruction would have been detected if Bank had complied with such procedure.

FAILURE TO PROTECT PASSWORDS AND ANY OTHER SECURITY ITEMS MAY ALLOW AN UNAUTHORIZED PARTY ACCESS TO YOUR ACCOUNTS AND ACCOUNT INFORMATION AND ENABLE THAT PARTY TO CONDUCT TRANSACTIONS ON YOUR ACCOUNT. YOU ASSUME THE RISK OF UNAUTHORIZED USE OF PASSWORDS AND ANY OTHER SECURITY ITEMS.

7. Your Computer and Software. You are responsible for the installation, maintenance and operation of your computer and your browser software. You are required to keep your virus protection, malware and other standard system protection current. You assume all risk of error, failure, or non-performance, including the risk that you do not operate your computer or your software properly. We assume no responsibility for the defects or incompatibility of any computers or software that you use in connection with the Services, even if we had previously approved their use. We are not responsible for any errors or failures from any malfunction of your computer or your software. We have no liability to you for any damage or other loss, direct or consequential, which you may suffer or incur by reason of your use of your computer or your software. **WE MAKE NO WARRANTY TO YOU REGARDING YOUR COMPUTER OR YOUR SOFTWARE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

8. Fees and Charges. You agree to pay the fees and charges for the use of System Services as set forth on any schedule relating to this Agreement. These fees and charges may be changed by the Bank by notifying you of the changes. Other fees, as set forth in any other agreement you have with us, may also apply. Contact your Customer Service Representative for more information. You agree that all such fees and charges will be deducted at statement cycle from your checking account designated as the first checking account on your Form (the "Primary Checking Account"). If you close your Primary Checking Account, the Bank may deduct all fees and charges from any other account (whether or not such account is designated in the Form for use with the System) until you designate another account as your Primary Checking Account. You agree to pay any additional charges for services you request that are not covered by this Agreement. You acknowledge that you shall be separately responsible for telephone and internet service fees and data processing charges payable to third parties incurred by you in connection with your use of the System.

9. Accounts. You may list certain accounts that you wish to access with the Services. You will need to designate certain accounts for specific purposes in connection with some of the Services. If you link more than one checking account to the Bank's Bill Pay Services, for example, you will need to specify the account from which the transfers should be made.

10. Joint Accounts. If you designate an account that requires more than one signature for the withdrawal or transfer of

funds, you agree that we may act upon any Service instruction that is accompanied by the password for that account and the Service in question. Note: This may mean that the Bank will act upon the instruction of only ONE person even though the signature card for the account in question requires two or more signatures on checks. As long as an instruction is accompanied by the designated password, the transaction will be deemed authorized by you.

11. Errors and Questions about Electronic Funds Transfers. Telephone us at (619) 437-1000, or write us at CalPrivate Bank, 9404 Genesee Avenue, Suite 100, La Jolla, CA 92037 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a funds transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

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

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. If a notice of error involves an electronic fund transfer that occurred within thirty (30) days after the first deposit to the account was made, the error involves a new account. For errors involving new accounts, point of sale debit card transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

12. Internal Transfer Service. Transfers between your deposit accounts with us are subject to the terms of your deposit agreement. Loan payments for loans at the Bank are subject to the terms of your loan agreements. You may instruct the System to make transfers between designated accounts at any time on any day, but they must be made by the Internal Transfer Cut-Off set forth in Section 24 on a business day in order to be included in the current end of day processing.

Transfer funds among Customer's Online Accounts: You can transfer funds between any checking and savings account that you have successfully enrolled in Online Banking Services. All transfers submitted, **after the Internal Transfer Cut-Off**

set forth in Section 24. are effective the following business day. The maximum amount you can transfer is equal to the available balance in the designated account. If the account does not have sufficient funds to complete a transfer on the date(s) you have told the Bank to transfer funds from the designated account, the transfer may not be completed. However, if the Bank does make the transfer as an accommodation to you, you will be responsible for any overdraft that is created.

NOTE: Because regulations require the Bank to limit pre-authorized transfers from certain savings accounts, including Money Market accounts, the following limitations apply:

If the designated account is a savings or money market account, federal law requires that an account holder may make up to six transfers or withdrawals by means of a preauthorized, automatic, or telephonic transfer to another account of yours or to a third party or by check, debit card, or similar order to a third party during any calendar month (or statement cycle of at least four weeks). You may make unlimited transactions in person at a teller window, by messenger, by mail, or at an ATM. If you exceed the transaction limits on an account, it may be closed and/or converted to a checking account by federal regulation. A "preauthorized transfer" includes any arrangement to pay a third party from the designated account upon written or oral instruction (including an order received through an automated clearing house (ACH)) or any arrangement to pay a third party from the designated account at a predetermined time or on a fixed schedule.

13. Online Bill Payment Service. This Service allows you to make payments to others (the "Bill Pay Service"). You may use the Bill Pay Service, iPay, to direct the Bank to make payments from designated account(s) to a payee. As used in this Section 13, the term "payee" is any individual, business, or merchant you designate as the recipient of a payment, including financial institutions. If you are enrolled in the Bill Pay Service, the terms and conditions of this Section 13 form part of this Agreement.

a. **How to Set Up Payees and Payments.** By completing a bill pay enrollment form, you may add a new payment (fixed or recurring) to a payee only if the payee is listed as an authorized payee at iPay. Most other additions, deletions, or changes can be made in writing or by using the Bill Pay Service. If you want to add a new payee, use the "Pay a bill/person" menu. A newly added payee may not be available until it has been verified and accepted by the Bank. Each new payee accepted by the Bank will be assigned a payee code; however, we reserve the right to refuse the addition of a payee for any reason.

You may pay almost anyone but there are several restrictions: 1) the payee/merchant must be located in the United States; 2) payments may not be remitted to tax authorities or government and collection agencies; 3) payments may not be remitted to Security/Investment companies such as Ameritrade for stock purchases or trade taxing authorities and 4) payments may not be directed to Court directed payees such as alimony, child support, or other legal debts. We will not be responsible if a bill payment cannot be made due to incomplete, incorrect, or outdated information provided by you regarding a payee or if the payment is rejected or reversed for cause (see below) or if

attempt to pay a payee that is not on your "Authorized Payee List."

b. **The Bill Paying Process.**

(i) **Single Payments.** Any payment(s) will be processed on the business day that you designate as the payment's process date, provided the payment is submitted prior to the Bill Pay Cut-Off set forth in Section 24. A single payment submitted after the cut-off time on the designated process date will be processed on the following business day. If you designate a non-business day as the payment's process date, the payment will be processed on the first business day following the designated process date. We reserve the right to change the cut-off time as necessary and to provide notice to you of the change.

(ii) **Recurring Payments.** When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a process date is calculated for the next occurrence of the payment. If the calculated process date is a non-business day, it is adjusted based upon the following rules: If the recurring payment's "Pay Before" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date; If the recurring payment's "Pay After" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing date. **NOTE:** If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in a particular month, then the last calendar day of that month is used as the calculated process date.

Electronic payments will occur in 2-4 days. For payments made by check, depending on where the payee resides, to reach the payee you must allow at least 4-8 days, prior to the due date as delivery will depend on US Mail. Any bill payment can be changed or canceled, provided you access the Bill Pay Service prior to the cut-off time on the business day prior to the business day the bill payment is going to be initiated.

c. **Rejection or Reversal of Payments.** You agree to have available and collected funds on deposit in the account you designate in amounts sufficient to pay for all bill payments requested, as well as any other payment obligations you have to the Bank. The Bank reserves the right to, without liability, reject or reverse a bill payment if you fail to comply with this requirement. If you do not have sufficient funds in the account and we have not exercised our right to reverse or reject a bill payment, you agree to pay for such payment obligations on demand. You further agree that we, at our option, may charge any of the accounts with the Bank to cover such obligations and resulting fees such as an overdraft fee.

d. **Liability; Limitation of Liability.** You are liable for all transactions you or your authorized representatives make even if that person exceeds his or her authority. You will be responsible for any bill payment request containing errors or a duplicate request. In addition to, and not limitation of, the Limitation of Liability provided in Section 25 below and limitations elsewhere in this Agreement we are not responsible for a bill payment that is not made if you did not properly

follow the instructions for making such a bill payment. We are not liable for any failure to make a bill payment if you fail to promptly notify us after you learn that you did not receive credit from a payee for a bill payment. We are not responsible for your acts or omissions, or those of any other authorized person including, without limitation, any related transmission or communication. No such party shall be deemed to be the Bank's agent. We will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Bill Pay Service. We are not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond the our reasonable control.

14. Mobile Remote Deposit Capture Service. The Mobile Remote Deposit Capture Service ("mRDC Service") allows you to remotely deposit paper checks into an eligible account by creating an Electronic Deposit through the Bank's Mobile Banking Application, which is processed like a paper check. If you have enrolled in the mRDC Service, the terms and conditions of this Section 14 form part of this Agreement.

a. Additional Definitions. Additional definitions applicable to this Section 14 are as follows:

- "Check Image" means an electronic image of an original paper draft (check), payable on demand, and drawn on (or payable through) an office of a United States bank.
- "Capture Device" means the mobile device (camera), software, or web-based applications used by you to prepare a Check Image, create an Electronic Deposit, and access the mRDC Service.
- "Electronic Deposit" means the package of information (including the Check Image, dollar amount information, deposit account information, etc.) that is transmitted to the Bank allowing for the deposit, processing, and collection of the item.
- "MICR Data" means information from the Magnetic Ink Character Recognition stylized printing on the bottom of checks comprising of routing, transit, account, and check serial numbers.
- "Mobile Banking Application" means: 1) the Bank's downloadable mobile application ("app") for use on a mobile device or mobile smart telephone which enables transmission to the Bank of the Check Image; and/or 2) the link provided by the Bank on its website which enables transmission to the Bank of the Check Image.
- "Substitute Check" means a paper reproduction of a check that satisfies the requirements and definition of "substitute check" set forth in Regulation CC.

b. Account Eligibility and Limitations. Use of the mRDC Service is subject to approval. The following minimum requirements (which may be waived by Bank in its sole discretion) apply: (i) you must have a relationship with the Bank for greater than 90 days; (ii) account owner must be at least 18 years of age; (iii) account(s) must be and remain in good standing and have no restrictions; and (iv) you must have no overdrafts or non-sufficient funds violations in the past 3 statement cycles.

c. Your Responsibility. With respect to each Electronic Deposit that you transmit to the Bank, you indemnify and hold Bank, its affiliates and other service providers and each of

Bank's and their respective officers, directors, employees and agents harmless from and against any and all claims, demands, damages, losses, liabilities, penalties and expenses (including, without limitation, reasonable attorney fees and court costs at trial or on appeal) arising directly or indirectly: (i) from your failure to follow the eligibility or endorsement standards outlined in this Agreement; (ii) from your breach of any check presentment representation or warranty; (iii) as a result of any of your acts or omissions in the capturing, creation, or transmission of the Electronic Deposit; (iv) from any duplicate, fraudulent, or unauthorized presentment of an Electronic Deposit; (v) for any loss caused by Bank's acceptance of the Electronic Deposit in lieu of the original paper check; or (vi) from any other act or omission arising out of Bank's action or inaction taken pursuant to any request by you or pursuant to this Agreement.

If you believe you may have deposited a check more than once, call the Bank immediately.

d. Security Procedures. You must comply with all security procedures for the mRDC Service that are established by the Bank or set forth in any written user requirements communicated to you. You are solely responsible for: (i) maintaining your own internal security procedures for maintaining, marking, destroying paper items deposited using the mRDC Service; (ii) Safeguarding the security and confidentiality of any information obtained from your deposited checks that may be printed from, stored on, or transferred from, the Capture Device; and (iii) Preventing errors or unauthorized access to the Capture Device. You agree that the purpose of the security procedures set forth in this Agreement, including this Section 14.d., is to verify the authenticity of instructions transmitted to Bank in your name and not to detect an error in the transmission or content of any instruction, and that no security procedure for the detection of such errors has been agreed upon by the Bank and you, and that the Bank will undertake no such effort. You agree that the Bank shall be authorized to effect the mRDC Service upon receipt and verification by the System of your password(s), and that the Bank is authorized to act on instructions received upon receipt and verification by the System of your password(s). The Bank assumes no responsibility for ascertaining the genuineness or authenticity of instructions sent via the System.

e. Bank's Responsibility; Limitation of Liability. In addition to, and not limitation of, the Limitation of Liability provided in Section 25 below and limitations elsewhere in this Agreement, the Bank is not liable for system failures or temporary service disruptions that cause the mRDC Service to be unavailable. If the mRDC Service is unavailable, you are responsible for carrying out your business through alternative channels. Further, the Bank is not liable for any inaccurate or incomplete information with respect to transactions which have not been completely processed or posted using the mRDC Service. Furthermore, the Bank is not liable to you for a failure to process an Electronic Deposit, or any error that results in processing or collecting an Electronic Deposit: (i) for which you have not provided Bank with full and correct MICR Data and dollar amount from the original paper check; (ii) for which you have not provided an accurate and legible

image of the original paper check, (iii) for which you have failed to comply with formatting standards or other guidelines required by Bank; or (iv) that would violate this Agreement or any other agreement between you and the Bank.

f. Determination of Items Eligible for the mRDC Service. You may only create a Check Image of items made payable to you individually or to you alternatively with another person or persons (John Doe or Jane Doe); jointly payable items (John Doe and Jane Doe) may not be deposited using the mRDC Service unless both parties have endorsed the item (see additional endorsement standards below). Without limiting the preceding sentence, the Bank reserves the right to reject any deposit for any reason and the following items are specifically not eligible for deposit using the mRDC Service:

- U.S. Treasury Checks;
- Checks, including travelers checks, that are drawn on banks located outside of the United States;
- Money orders and postal money orders;
- Credit card checks;
- Checks payable in a medium other than U.S. dollars;
- Non-cash items (as defined under Section 229.2(u) of Federal Reserve's Regulation CC);
- Promissory notes and similar obligations, such as savings bonds;
- Third party checks;
- Pre-existing substitute checks;
- Checks that have been previously returned as unpaid or uncollected;
- Checks greater than 180 days old;
- Checks which are drawn on a deposit account of yours at Bank or any other financial institution, or a deposit account of any business entity of which you are a principal, officer or authorized signer (unless prior approval is granted by Bank in writing);
- Checks that contain erasures or checks that have been altered; and
- Any other class of checks or drafts as identified by the Bank to you from time to time.

g. Creating an Electronic Deposit.

(i) The check must be properly endorsed and deposited into an account of one of the payees.

(ii) You are responsible for creating an accurate Check Image and inputting the correct dollar amount of the check into the Capture Device. In creating the Check Image, you must ensure that the MICR Data, check number, and name of the maker of the check are commercially printed on the check. Any defects such as tears or alterations may prevent the Capture Device from creating an accurate Check Image, causing the Electronic Deposit to be rejected. If you receive error messages indicating that the Electronic Deposit has been rejected, then the check must be physically deposited at your local bank branch or ATM.

(iii) You are responsible for the inspection of all Check Images to ensure the legibility of the Check Image including without limitation the dollar amount, the signature of the person who made the check, and for ensuring that any and all information on the paper check is accurately captured and legible in the resulting Check Image.

If any information is not accurately captured and legible, you may cancel the scan/photograph and rescan/re-photograph the physical check. Any physical check that continues to yield an illegible Check Image after repeated scanning/photographing attempts must be physically deposited at your local branch.

(iv) You acknowledge that the Capture Device may not capture all security features (e.g., watermarks) contained in or on the original paper checks, and you must manually examine the paper item to determine authenticity prior to creating a Check Image or submitting an Electronic Deposit. You agree to assume any and all losses resulting from claims based on security features that do not survive the image process.

h. Submitting an Electronic Deposit. Performance of the mRDC Service may be affected by external factors such as communication network latency. An Electronic Deposit is not considered "received" by Bank for deposit until the entire Electronic Deposit transmission is received by Bank and accepted at the location where the Bank or its designated agents post the credit to the account. You shall remain liable for, and Bank shall not be accountable to you for, Electronic Items not received by the Bank.

i. Deposit Limits. You are limited in the amount that you may deposit at any given time using the mRDC Service. The following deposit limits may apply to each account:

- Per Item Limit – Limits the value of each item that you deposit and applies to each separate item that you deposit.
- Daily Limit – Limits the total combined value of all items deposited in a single business day and/or the number of items deposited in a single business day. Deposits made after the daily cut-off time or on a non-business day (as explained in the "Funds Availability" section below) will apply to the daily limit of the next business day.
- Rolling 30 Day Limit – Limits the total combined value of all items deposited in a rolling 30 day period. For the purposes of deposit limits a "rolling 30 day period" is defined as 30 consecutive business days.

The deposit limits vary depending on many factors including your deposit history and the length of your relationship with the Bank. Deposit limits are subject to change as the Bank continually evaluates these factors. .

j. Funds Availability. This policy only applies to deposits made using the mRDC Service; deposits made at a branch location remain subject to the funds availability policy outlined in the most current version of your applicable deposit account agreement. Bank is not liable for transactions you initiate before the funds are available for your use. Until you receive confirmation that the funds are made available, you may not withdraw the funds in cash and the Bank may not use the funds to pay items that you have written or honor other withdrawals you request. If the Bank pays items that you have written or honors other withdrawals before funds are available to you, the Bank may charge a fee for this. The mRDC Service is available 24/7/365, but the funds availability of the approved deposit is subject to the following processing cut-off times:

(i) Deposits submitted and deemed received before the Mobile Deposit Cut-Off set forth in Section 24 on a

business day – generally, the total daily deposits will be available on the same day.

(ii) Deposits submitted and deemed received after the Mobile Deposit Cut-Off set forth in Section 24 on a business day (or items deposited on a non-business day) – these deposits will not be processed until the next available business day, which will be considered the recorded day of the deposit. Generally, the Bank will make the total daily deposits available on the next available business day.

In certain circumstances, and at the Bank’s discretion, the balance of the deposit may be delayed for a longer period under any of the following circumstances: (i) the Bank believes a check you deposit will not be paid; (ii) you deposit checks totaling more than \$5,000 on any one day; (iii) you have overdrawn your account repeatedly in the past six months; or (iv) there is an emergency, such as the failure of computer or communications equipment.

The Bank will notify you if it delays your ability to withdraw funds for any of these reasons, and the Bank will tell you when the funds will be available. In general, funds delayed for the above reasons will be available no later than the seventh business day after the recorded day of your deposit.

Even after the item has “cleared” and the Bank has made funds available to you, and you have withdrawn the funds, you are still responsible for items you deposit that are returned to the Bank unpaid and for any other problems involving the deposit.

k. Returned or Rejected Items. If a check that is deposited using the mRDC Service is returned to the Bank for any reason (such as non-sufficient funds), you agree that the Bank may charge the account for any and all fees associated with the returned item. You will not be charged the returned item fee for rejected items. Items that are rejected for deposit using Mobile Remote Deposit Service may be re-presented for deposit at a physical branch of the Bank.

l. Collection of an Electronic Deposit. Electronic Deposits are processed similarly to traditional deposits; the mRDC Service does not process Electronic Deposits through ACH conversion. The Bank will determine the manner in which it will seek to collect an Electronic Deposit and the Bank reserves the right to process an Electronic Deposit by any of the following methods:

- Present or transfer the Check Image to the paying bank, a Federal Reserve Bank, image share/exchange network, or other collecting bank;
- Create a Substitute Check from the Check Image and collect the Substitute Check; or,
- Request that you provide to the Bank the original paper check from which the Check Image was created and then collect the original paper check.

The Bank may, in its sole discretion, reject, repair, alter, amend, re-format or convert the Check Image or MICR Data submitted in an Electronic Deposit in accordance with general check collection practices and industry presentment standards, but the Bank has no obligation to do so. If the Bank requires that you comply with certain formatting standards or other guidelines when submitting Electronic Deposits and you decline to implement, or comply with, such standards or guidelines, you acknowledge that the Bank is not liable for

any error or loss that results from the Bank’s processing of such Electronic Deposit or any delays caused from the Bank’s re-formatting or conversion of the Electronic Deposit prior to processing. The Bank will have no liability to you or any other person in the event that your deposited check is processed as, or converted by the Bank to, a Check Image or Substitute Check.

m. Marking, Retaining, and Destroying Original Paper Checks. To mitigate the risk of potential fraud or the presentment of duplicate items, you agree to clearly mark on the original paper check that the item has been deposited electronically. Items should be marked after they are deposited using the mRDC Service so long as no rejection notice was received. You must destroy the original paper check in accordance with this Agreement and employ commercially reasonable methods to securely store the original paper check until destruction. You agree to securely store all deposited checks in a location away from daily processing activities. To help ensure that checks are not electronically processed more than once or physically deposited at the Bank after being electronically deposited, you will establish procedures to ensure that only authorized persons have access to these checks. You agree to retain all checks for at least seven (7) days after the deposit is made in case a check is returned and you need to collect on the check by re-depositing the original item. You agree to destroy all deposited checks no later than fourteen (14) days after deposit. Cross-cut shredding is strongly recommended for check destruction. At Bank’s request, you must provide the original paper check to the Bank if the original paper check has not been destroyed by you and the Bank needs the original paper check to process a payment or resolve a dispute arising from an Electronic Deposit. In the event the Bank, in its sole discretion, determines that it requires the original paper check for re-presentment in order to collect a returned Check Image or Substitute Check, you are responsible for providing to the Bank the original paper check, or if the original paper check has been destroyed, for obtaining a replacement check.

n. Representations and Warranties by You. With respect to each Electronic Deposit that you transmit to the Bank, you are deemed to make any representation or warranty that would have applied had you deposited the original paper check. In addition, you are deemed to make to Bank any representation or warranty that the Bank makes, under applicable law, clearinghouse rule, Federal Reserve Operating Circular, bi-lateral agreement or otherwise, to any person (including without limitation a collecting Bank, a Federal Reserve Bank, a Receiving Depository Financial Institution, a paying bank, a returning bank, the drawee, the drawer, any endorser, or any other transferee) when the Bank transfers, presents, or originates the Electronic Deposit, or a Substitute Check created from that Check Image. These representations and warranties include but are not limited to, that: (a) the transmissions contain accurate images of the front and back of the original checks; (b) the transmissions contain all necessary endorsements; and (c) no depository bank, drawee, drawer, or endorser will be asked to make a payment based on an item that it has already paid.

o. Additional Limitations of the mRDC Service. The mRDC Service is only available for use within the United States. The Bank reserves the right to periodically audit your eligibility for the mRDC Service, security, and information technology processes, and to require you to implement reasonable and necessary controls. Once a Check Image has been received for deposit, the Bank is not able to delete or remove the item from the collection process and it becomes subject to the funds availability policy described herein.

15. Stop Payment Service. You may stop payment on a check by providing us with timely, complete and accurate information on the number of the account in question and the item number. It is recommended that you provide as much additional information as possible regarding the check, including the date of the item; the payee information; and the EXACT amount of the item (dollars and cents). Stop payment requests are valid for Six Months (180 days) from the date the order is accepted. At expiration, an order may be renewed for an additional six months at your request. If any information is incomplete or incorrect, we will not be responsible for failing to stop payment on the item. Stop Payments must be received by the Stop Payment Cut-Off set forth in Section 24 on a business day in order to be included in the current end of day processing, and stop payment fees post the same day if the Stop Payment request is received before the Stop Payment Cut-Off set forth in Section 24 on a business day. Stop Payment requests become effective when the Bank confirms their receipt and has verified that the item has not been paid, which is generally within two business days of when the Stop Payment request was made through the Service. A Stop Payment request made through the System will not be effective as to checks presented at the Bank unless the Stop Payment request was made prior to the Stop Payment Cut-Off set forth in Section 24 on the prior business day. From time to time, the on-line System may be inoperable. If that occurs, your request can be communicated to the Bank by telephone or in writing.

You understand that there may be claims or demands made against the Bank as a result of your stop payment request. If any claim or demand of whatever nature is made against the Bank with respect to the stop payment order and/or the item itself, you agree to indemnify and defend the Bank and to reimburse the Bank for any such claims or demands, and for reasonable costs, expenses, or attorneys' fees that the Bank may incur in defending itself against any such claims or demands. You understand that the Bank will use all reasonable efforts to comply with a stop payment order. However, you understand fully that unless the item number is correctly entered on the stop payment order, the Bank assumes no responsibility for stopping payment and is not liable to you if a stop payment cannot be accomplished. Stop-payment requests made through the System may only be used for paper checks written from an account, and not for electronic or ACH debit transactions. All stop payment orders originated through the System are subject to applicable law and the Bank's usual rules and fees for such orders.

16. Preauthorized Funds Transfers; Amending/Canceling a Transaction.

a. Pre-authorized Electronic Funds Transfers. Pre-authorized electronic fund transfers include payments or deposits you have authorized to be made to your checking or savings account at least once every 60 days by your employer, Social Security Administration, other governmental agencies, or by some specific company or individual. Pre-authorized electronic fund transfers also include regular payments you have authorized us to make from your checking or savings account to cover insurance premiums, utility bills, rent or house payments, or other recurring obligations. For example, you may use the Bill Pay Service to authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearinghouse (ACH) or other payments network. The following provisions are applicable to deposit or payment transactions you have pre-authorized us to complete for you:

- **Stop Payment Rights.** If you have told us in advance to make regular electronic fund transfers out of your account(s), you can stop any of these payments. Here's how: Call (619) 437-1000, or write us at CalPrivate Bank, 9404 Genesee Avenue, Suite 100, La Jolla, CA 92037 in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. We will not charge you for stop payment orders on these payments.
- **Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.
- **Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

b. Amending/Canceling a Transaction. You can use the System to cancel or change one-time or recurring transfers or loan payments you have previously scheduled through the System. Scheduled transfers or loan payments may be canceled or changed up to the Internal Transfer Cut-Off set forth in Section 24 on the business day prior to the scheduled transfer or payment date. You may also amend or cancel a recurring preauthorized electronic funds transfer from your account by notifying us orally or in writing at least three business days before the scheduled date of the transfer at the telephone number and address set forth above.

Once we have begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted. We may not have a reasonable opportunity to act on any stop payment request after a funds transfer or payment order has been processed. If you desire to stop any transfer or payment that has already been processed, you must follow the stop payment procedure set forth above.

You understand that there may be claims or demands made against the Bank as a result of your stop payment request. If any claim or demand of whatever nature is made against the Bank with respect to the stop payment order and/or the item itself, you agree to indemnify and defend the Bank and to reimburse the Bank for any such claims or demands, and for reasonable costs, expenses or attorney's fees that the Bank may incur in defending itself against any such claims or demands. You understand that the Bank will use all reasonable efforts to comply with a stop payment order. However, you understand fully that unless the item number, the date of the item, and the amount of the item are correctly entered on the stop payment order, the Bank assumes no responsibility for stopping payment and is not liable to you if a stop payment cannot be accomplished. Except as set forth herein, or applicable law provides otherwise, you do not have a right to cancel or amend a payment order or funds transfer instruction once we have received it.

17. Our Rejection of Transactions. We may refuse any funds transfer, or payment order, or instruction without cause or prior notice. All specific examples of our right to refuse described in this Agreement are by way of illustration and not by way of limitation of the right set forth in this Section 17.

18. Notice of Returned Payments or Transfers. We may notify you electronically, in writing, by telephone, or otherwise if any funds transfer is rejected or returned for any reason. We will not be obligated to credit your account with any interest, unless the return is caused by our failure to properly execute your instruction.

19. Unauthorized Transactions. We may process any instruction (including an amendment or cancellation instruction) that we believe is transmitted or authorized by you if we act in compliance with the security procedures you and the Bank have agreed upon for the Service. The instructions will be deemed effective as if made by you, and you will be obligated to pay the Bank in the amount of such transactions, even though they are not transmitted or authorized by you. We may elect to verify the authenticity or content of any instruction by placing a call to any authorized signer on an account or any other person designated by you for that purpose but we are not required to do so. If we are unable to verify an instruction to our satisfaction, or if we believe in good faith that such instruction violates a federal, state, or local law, regulation, or court instruction, then we may reject the instruction.

20. Your Liability for Unauthorized Transfers. If you permit other persons to send instructions and initiate payments or transfers from your account, or use your password, you are responsible for any transactions they authorize from your accounts.

Tell us AT ONCE if you believe your password has been lost, stolen, or compromised, or if you believe that an electronic funds transfer has been made without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) business days after you learn of the loss or theft of your password, you can lose no more than \$50.00 if someone

used your password without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your password, and we can prove that we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, including those made by password or other such means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If you believe that your password has been lost, stolen, or compromised, or that someone has transferred or may transfer money from your account without your permission, call (619) 437-1000, or write us at CalPrivate Bank, 9404 Genesee Avenue, Suite 100, La Jolla, CA 92037. You should also call the number or write this address if you believe a transfer has been made using the information from your check without your permission.

21. Transaction Limits and Safeguards. You agree not to exceed the transaction limits we may establish from time to time for your account.

22. Limitations on Frequency and Amount. For security purposes, there are limits on the frequency and amount of funds transfers you may make using the System or certain Services.

23. E-Mail.

a. Use of Email. You must not use the CalPrivate Bank Online email function for communication that is time sensitive, such as placing stop payment orders, making fund transfers, reporting lost or stolen debit or credit cards or checks, or reporting an error on an account. If you send the Bank a message using email, the Bank will receive it by the following business day. You agree that we may take a reasonable period of time to act on any message.

b. Email Not Secure. Email transmissions are not secure. We recommend that you not send the Bank or ask for sensitive information via any general or public email system.

c. Response by Email. You agree that the Bank may respond to you by email with regard to any non-confidential matter related to CalPrivate Bank Online services or secure email for sensitive data. Any such message we send to you shall be considered received within three days of the date sent, regardless of whether you check email messages within that time frame.

24. Cut-Off Hours. A number of Services are subject to processing cut-off hours. All times are Pacific Time:

Bill Pay	1:00 PM
Mobile Deposit	5:00 PM
Internal Transfers	6:30 PM
Stop Payments	6:30 PM

25. Limitation of Liability; Our Liability for Failure to Complete Transfers or Payments. We will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement. If we do not complete a funds transfer to or from your account on time or in the correct amount according to our agreement

with you, we will be liable for your losses or damages. However, there are some exceptions. We shall incur no liability if we are unable to complete any instructions, payment orders or funds transfers initiated by you because: 1. you have failed to provide the correct password; 2. the System is not working properly and you knew or had been advised by the Service about the malfunction before you executed the transaction; 3. the payment cannot be made due to incomplete, incorrect, or outdated information provided by you regarding a payee or if you attempt to pay a payee that is not on your authorized payee list; 4. if the estimate of time to allow delivery to the payee is inaccurate; 5. due to delays in mail delivery or because the payee or a third party financial institution mishandles or delays processing a payment or transfer; 6. due to changes of payee address or account number; 7. due to the failure of any payee to correctly apply the payment in a timely manner; 8. you default under any agreement with us, or if you terminate this Agreement; 9. through no fault of ours, you do not have sufficient available funds in your account; 10. if the transfer would go over the credit limit on your overdraft line or other limitations set by us; 11. a legal order directs us to prohibit withdrawals from your account(s); 12. your account has been closed or frozen; 13. you, or anyone you allow, commits any fraud or violates any law or regulation; 14. the equipment, phone lines, or computer systems were not working properly or were temporarily unavailable; 15. you have not properly followed the instructions for operating the Service; 16. circumstances beyond our control (such as fire or flood) prevent the transaction despite reasonable precautions that we have taken; and 17. due to any other circumstances beyond our reasonable control. We are responsible only for exercising ordinary care in making payments you authorize. The list of examples set out in this Section is meant to illustrate circumstances under which we would not be liable for failing to make a funds transfer or payment and is not intended to list all of the circumstances where we would not be liable. There may also be other exceptions to our liability, as stated in your deposit or other agreements with us.

26. Indemnification. Except as set forth herein or as otherwise required by law, you agree to indemnify, defend and hold the Bank, its parent company, affiliates and subsidiaries, and each of their respective directors, officers, employees and agents, harmless from and against any claim, damage, loss, liability and cost (including, without limitation, attorneys' fees) of any kind which results directly or indirectly, in whole or in part, from: (a) our actions or omissions, if they are in accordance with your instructions or the terms of this Agreement; (b) the actions or omissions of you or your agents or representatives; or (c) any breach of the agreements, representations, or warranties by you contained in this Agreement.

27. Arbitration. At your or our request, any claim or controversy that arises out of or relates to this Agreement or the Services will be submitted to arbitration in San Diego County, California in accordance with the Consumer Arbitration Rules of the American Arbitration Association. Any arbitrator chosen to preside over the dispute must be a member of the California State Bar either actively engaged in

the practice of law or a retired member of the California state or federal judiciary, and, unless otherwise agreed in writing, must have expertise in the process of deciding disputes in the deposit account and/or internet banking services context. Any party who fails to submit to binding arbitration following a lawful demand of the opposing party shall bear all costs and expenses, including reasonable attorney fees, incurred by the opposing party in compelling arbitration.

28. Statements. Information on transfers to or from your accounts will be reflected in your periodic statements. You may elect through the System to receive balance, deposit or limited transaction alerts.

29. Termination. You may cancel one or all of the System Services at any time by providing the Bank with written notice or by sending an email through CalPrivate Bank Online email function. Except as specifically provided herein, your access to the System, or the requested Service, will be disabled within three business days of our receipt of your instructions to cancel the Services. You agree, however, that you shall remain responsible for all outstanding fees and charges incurred prior to the date of cancellation, as well as all funds transfers, payment orders, instructions, and System Services effected by you, and any other obligation that arises prior to the effective date of the termination, as well as any fixed payment made by us on your behalf before we have a reasonable opportunity to act on your termination notice.

We may terminate or limit access to the System or the System Services for any of the following reasons: (a) without prior notice, if you have insufficient funds in any one of its accounts accessible by the System (System Services may be reinstated, in our sole discretion, upon three business days' notice); (b) without prior notice if the confidentiality of your password is compromised; (c) without prior notice, if we believe that an unauthorized transaction has taken or may take place involving any of the accounts or the Services; (d) without prior notice if you do not contact us to designate a new Primary Checking Account immediately after you close your Primary Checking Account; (e) without prior notice if you become insolvent or the subject of a bankruptcy proceeding; (f) without prior notice in the event of a material breach by you of this Agreement; and (g) upon reasonable notice, for any other reason or for no reason in our sole discretion. Additionally, we reserve the right to cancel the Services immediately if there is no log-in to the Services for more than six (6) consecutive months.

30. Disclosure of Account Information. We will disclose information to third parties about your account or the funds transfers you make: 1) to complete transfers as necessary; 2) to verify the existence and condition of your account upon the request of a third party, such as a credit bureau or merchant; 3) to comply with government agency or court orders; or 4) if you give us your written permission.

31. Notices. Unless this Agreement provides otherwise (i.e. that notice must be in writing), you may communicate with the Bank in any one of the following ways:

Email: treasurymanagement@calprivate.bank

Telephone: 619-437-1000

Facsimile: 858-875-9005

In Person or Postal Mail:

CalPrivate Bank
9404 Genesee Avenue, Suite 100
La Jolla, CA 92037

The addresses noted above may be changed by the Bank by notifying you of the changed address. A notice that must be provided in writing shall be delivered in person or by express carrier, sent by facsimile, or sent by United States registered or certified mail and is deemed given when received. You agree that any notice or other type of communication provided pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the System website or by email and shall be deemed given when sent or posted. You agree to notify the Bank immediately of any change in your email address.

32. Consent to Receive Electronic Notices; E-statements. By using the System or any Service, and/or agreeing to this E-Sign Consent, you consent to and agree that:

a. Any notice, record or other type of information that is provided to you in connection with the System or your use of the Services, such as Electronic Fund Transfer disclosures, other account disclosures, change-in-terms notices, privacy disclosures for consumers, fee schedules, transaction notices and alerts, account status notices, service messages, and any other type of notice (each a "Customer Notice"), may be sent to you electronically. A Customer Notice may be provided as a separate electronic document or may be included in an electronic account statement. An electronic Customer Notice sent to any account owner shall be deemed sent to, and received by, all account owners on the day we send it. We reserve the right to send a Customer Notice in paper format by postal mail.

b. You will promptly report to us any change to your contact information, including email address, name, physical address, mailing address (if different), and telephone numbers. You may update this information by contacting us at (619) 437-1000, or writing us at CalPrivate Bank, 9404 Genesee Avenue, Suite 100, La Jolla, CA 92037. Changes to certain contact information can be initiated in the Service.

c. We will not be obligated to provide any Customer Notice to you in paper form unless you specifically request us to do so. You may obtain paper copies of certain Customer Notices by downloading and/or printing them from the System. You may request a paper copy of a Customer Notice by contacting us at (619) 437-1000, or writing us at CalPrivate Bank, 9404 Genesee Avenue, Suite 100, La Jolla, CA 92037. Unless set forth in your deposit account agreement, you will not be charged a fee for paper copies.

d. You may withdraw this consent to receive electronic delivery of Customer Notices by contacting us at the address or telephone number in Section 31 of this Agreement. However, withdrawing your consent means you may no longer be able to access the System or the Services.

e. In order to receive Customer Notices online you must maintain computer hardware and software of sufficient capability to be able to access and retain them electronically. The hardware and software you need is as follows: 1) internet access; 2) a computer and internet browser that can support

128-bit encryption; 3) Adobe® Acrobat Reader® (The most recent version may be downloaded free of charge from <http://www.adobe.com>); 4) access to a printer or storage medium such as a hard drive so that you can download and/or print Customer Notices for your records; and 5) a current, valid, external e-mail address. We may revise these hardware and software requirements. If there is a material chance that the changes may impact your ability to access Customer Notices, we will notify you of these changes in advance.

33. Miscellaneous Terms.

a. Agents. You will not allow others to provide instructions to us on your behalf without our prior written consent. You will be solely responsible for the acts and omissions of such agents. You agree to indemnify, defend and hold us harmless from any actions, claims, proceedings, damages, losses and costs which you or we incur as a result of their actions or omissions.

b. Assignment. You may not assign this Agreement, nor assign any right or delegate any obligation under this Agreement, without prior written consent from the Bank and any purported assignment in violation of this section shall be void. The Bank may assign this Agreement either in part or in whole at any time and with or without notice to you and may assign its rights and delegate its duties under this Agreement to a company affiliated with it or to a third party. This Agreement is binding upon your heirs and permitted successor and assigns and the Bank's successors and assigns.

c. Amendments. We may amend (add to, delete, or change) the terms of this Agreement, the Service fees, cut-off times, and our operating procedures by providing you with prior written notice or prior electronic notice by email or through a notice on the System and the amendment is effective upon such date specified in the notice, or if no such date is specified, on the twenty-first day after mailing, emailing or posting. Mailed and emailed notices may be mailed or sent to you electronically at the statement, email, or mailing address shown for you in our records. We may amend the security procedures without prior notice if immediate changes are required for security reasons or the changes do not have a material effect on your use of the Services. Further, the Bank's own internal policies and procedures may be changed without notice to you. Continued use of the System or any Service after receipt of notice of any amendment to this Agreement pursuant to this Section 33.c. shall constitute acceptance by you of the amendment

d. California Law. This Agreement will be governed by and construed in accordance with the laws of the United States when applicable and with the laws of the State of California, without reference to California's conflict of law provisions.

e. Compliance with Laws. You agree to comply with all applicable U.S. federal and state laws, regulations and rulings, including sanction laws administered by the Office of Foreign Assets Control, and other requirements relating to anti-money laundering, including but not limited to, the federal Bank Secrecy Act, the USA PATRIOT Act and any regulations of the U.S. Treasury Department to implement such Acts, as amended from time to time. By way of example, and not in limitation of the foregoing, you agree not to initiate any payment order or instruction that would violate the

economic sanctions administered by the U.S. Treasury's Office of Foreign Assets Control.

f. Entire Agreement. This Agreement supplements (and supersedes only where inconsistent) the terms of the deposit agreements, disclosures, and other documents in effect from time to time governing the accounts. Except as expressly set forth herein, this Agreement (along with any service fee schedule) constitutes the entire agreement between you and the Bank with respect to the Services.

g. Headings. Headings to sections of this Agreement, any addenda or any exhibit are included for ease of reference and shall not be deemed to create rights, remedies, claims, or defenses arising under this Agreement

h. Monitoring of Communications. You agree on behalf of yourself and your agents or representatives that we may monitor and record your telephone and electronic communications in connection with the System Services at any time, without further notice to you or any party to the communication.

i. No Third Party Beneficiaries Except for Service Vendors. With the exception of vendors of Bank which provide equipment, software, or other products and services in connection with the Services described in this Agreement, this Agreement is made for the exclusive benefit of you and the Bank and no third party has any rights under this Agreement. You agree that such vendors are third-party beneficiaries of the Agreement and as such are entitled to rely on, and avail themselves of, the provisions of the Agreement as if they were the Bank, including, without limitation, the limitations on liability and the indemnities described in the Agreement.

j. No Third Party Use. Unless you have our prior written consent, you may not use the System to process transactions for third parties or permit others to initiate Service transactions on your behalf.

k. Sufficient Funds; Overdrafts; Offset. When you transmit a funds transfer, or payment order or instruction to the Bank, you represent and warrant that you have sufficient funds in your account for that purpose and authorize the Bank to charge the designated account for the amount indicated. You shall at all times maintain sufficient available funds in your account to pay the amount indicated and the fees, and other amounts that you are obligated to pay the Bank under this Agreement. If the designated account does not have sufficient available funds, the Bank may reject the transaction. The Bank's allowance of any overdraft will not obligate the Bank to honor future overdrafts at a later time, and the Bank may refuse to do so without cause or prior notice. The Bank may charge a fee for each payment order or funds transfer request presented against insufficient available funds. The Bank may, without prior notice or demand, obtain payment of any amount due and payable to it under this Agreement by debiting your designated account. If there are insufficient funds available in your designated account, you agree that the Bank may debit any account maintained by you with the Bank or that the Bank may set off against any amount it owes to you, in order to obtain payment of your obligations and you shall pay any amounts due immediately upon demand.

l. Security Interest. You grant us a security interest in your accounts to secure the repayment of any overdraft or other obligation that you incur under this Agreement.

m. Validity. If any provision of this Agreement is found to be void or invalid, the remainder of this Agreement will remain in full force and effect.

n. Waivers / Overdrafts. Any waiver by us must be in writing to be effective. Our waiver of any right will not be deemed a waiver of other rights or of the same right at another time. Our practice of allowing overdrafts will not obligate us to continue the practice at a later date. We may discontinue permitting overdrafts at any time and without prior notice. A waiver by the Bank or you of any term or provision shall not be construed as a waiver of such term or provision at any other time, or of any term or provision. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. No course of dealing between us and you will constitute a modification of this Agreement, including but not limited to the security procedures set forth herein, or constitute an agreement between us and you regardless of whatever practices and procedures we and you may use.

o. Severability. In the event that any provision of this Agreement shall be determined to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law. In the event performance of the services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which Bank is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Bank shall incur no liability to you as a result of such violation or amendment.

p. Survival. Whether or not explicitly stated herein, all provisions of this Agreement that by their nature are intended to survive termination of this Agreement (including but not limited to the arbitration provision, limitations of liability, indemnification provisions, disclaimers, and the grant of a security interest) shall survive termination of this Agreement.

Consumer Online Banking Fee Schedule

Presently, there is no charge to access the System or to conduct electronic funds transfers using the System. The fees and charges set forth in your account agreement(s) and disclosures continue to govern fees chargeable to you by the Bank, including when you use the Services. Such account-related fees and charges include but are not limited to stop payment fees and NSF fees.