



CALIFORNIA BANK OF COMMERCE

CUSTOMER AGREEMENTS AND DISCLOSURES

TABLE OF CONTENTS

Deposit Account Change In Terms.....	pg. 2
Fee Schedule Changes.....	pg. 5
Deposit Account Agreement – Terms and Conditions.....	pg. 8
Electronic Funds Transfer Disclosure.....	pg. 14
Business Access Card Disclosure and Agreement.....	pg. 19
Funds Availability Policy Disclosure.....	pg. 23
Check 21 Substitute Check Policy Disclosure.....	pg. 25
Truth in Savings Disclosures.....	pg. 26
Privacy Disclosure.....	pg. 43
Schedule of Fees.....	pg. 45

The disclosures below, along with any other documents we give you pertaining to your account(s) is a contract that establishes rules which govern your account(s) with us. Please read this document carefully. If you continue to maintain your account with us, you agree to these rules. We encourage you to ask any questions regarding these terms and conditions.

In advance of our system conversion beginning on September 20, 2024, we have detailed the changes to our account terms, by product type. These changes are effective beginning September 23, 2024.

Deposit Account Change in Terms and Conditions

We strongly encourage you to closely review the details of the Truth in Savings Act (TISA) disclosures, the Bank’s Privacy policies, and the Schedule of Fees & Charges for Business Clients and Consumer Clients, (dated August 1, 2024). These documents contain important changes to the terms of your account(s).

Current Deposit Product Name	New Deposit Product Name	Account Change in Terms
Consumer Products		
Personal Non-Interest Checking	Personal Checking	\$8.00 Monthly Maintenance Fee will be charged if the daily balance in the account falls below \$1,500.00 any day of the month or if the monthly average balance falls below \$3,000.00.
Founder Checking	VIP Checking	\$20.00 Monthly Maintenance Fee will be charged if the daily balance in the account falls below \$2,500 any day of the month or the monthly average balance falls below \$5,000. You must maintain a minimum daily balance of \$1,000.00 to receive the annual percentage yield (APY).
Private Client Checking	VIP Checking	You must maintain a minimum daily balance of \$1,000.00 to receive the annual percentage yield (APY).
NOW Personal Interest	VIP Checking	\$20.00 Monthly Maintenance Fee will be charged if the daily balance in the account falls below \$2,500 any day of the month or the monthly average balance falls below \$5,000. You must maintain a minimum daily balance of \$1,000.00 to receive the annual percentage yield (APY).
Personal Money Market, Personal Relationship MM, Private Client Money Market	Personal Premium Money Market	You must maintain a minimum daily balance of \$1,000.00 to receive the annual percentage yield (APY). \$10.00 Excess Transaction fee will be charged for each item over the allotted six authorized transactions per calendar month or statement cycle of at least 4 weeks.
Personal Premium Savings, Personal Savings	Personal Savings	You must maintain a minimum daily balance of \$500.00 to obtain the annual percentage yield (APY). \$10.00 Excess Transaction fee will be imposed for each item over the allotted six authorized transactions per calendar month or statement cycle of at least 4 weeks.

Current Deposit Product Name	New Deposit Product Name	Account Change in Terms
Consumer Products (Continued)		
Youth Savings	Personal Savings	<p>You must maintain a minimum daily balance of \$500.00 to obtain the annual percentage yield (APY).</p> <p>\$10.00 Excess Transaction fee will be imposed for each item over the allotted six authorized transactions per calendar month or statement cycle of at least 4 weeks.</p>
Business Products		
Analyzed Business, Analyzed Fiduciary Checking	Analyzed Business Checking	No adverse changes.
Interest Analysis Checking	Analyzed Business Checking	The Analyzed Business Checking Account is not an interest-bearing account.
Business Interest Checking	Business Interest Checking	<p>\$15.00 Monthly Maintenance Fee will be imposed if the daily balance falls below \$5,000.00 any day of the month or the monthly average balance falls below \$10,000.00.</p> <p>Your Business Interest Checking has transaction limitations that were not previously assessed. Excess transaction fees are assessed if cash deposited exceeds \$7,500.00. The excess cash activity fee is \$0.0016 per \$1.00 in excess of the cash deposited.</p> <p>You must maintain a minimum daily balance of \$5,000.00 to obtain the annual percentage yield (APY).</p>
Non-Profit Checking	Business Interest Checking	<p>The minimum balance requirement to avoid the monthly maintenance fee of the Business Interest Checking product does not apply to Non-Profit Checking accounts.</p> <p>You must maintain a minimum daily balance of \$5,000.00 to obtain the annual percentage yield (APY).</p>
Fiduciary Checking	Business Checking	The minimum balance requirement to avoid the monthly maintenance fee of the Business Checking product will be waived through 12/31/2024.
Insured MM	Business Checking	<p>The minimum balance requirement to avoid the monthly maintenance fee of the Business Checking product will be waived through 12/31/2024.</p> <p>The Insured MM Account is being changed to a non-interest bearing account.</p>
Dental Medical Professional DDA	Dental Medical Professional Checking	\$15.00 Monthly Maintenance Fee will be imposed if the daily balance falls below \$5,000.00 any day of the month or the monthly average balance falls below \$15,000.00.

Current Deposit Product Name	New Deposit Product Name	Account Change in Terms
Business Products (Continued)		
Enterprise Checking	Enterprise Checking	\$50.00 Monthly Maintenance Fee will be imposed if the accounts falls below \$50,000.00 any day of the month or the monthly average balance falls below \$50,000.00.
Enterprise Plus Checking	Enterprise Plus Checking	\$100.00 Monthly Maintenance Fee will be imposed if the accounts falls below \$100,000.00 any day of the month or the monthly average balance falls below \$100,000.00.
IOLTA	IOLTA	No changes.
Business Client MMA	Business Premium OneRate Money Market	\$10.00 Excess Transaction fee will be imposed for each item over the allotted six authorized transactions per calendar month or statement cycle of at least 4 weeks. You were not assessed a fee on your Business Client MM Account.
Business Money Market, Business Relationship MMA, zEscrow Money Market	Business Premium Money Market	You must maintain a minimum daily balance of at least \$1,000.00 in the account each day to obtain the disclosed annual percentage yield (APY). \$10.00 Excess Transaction fee will be imposed for each item over the allotted six authorized transactions per calendar month or statement cycle of at least 4 weeks. You were not assessed a fee on your Business Client MM Account.
Business Premium Savings, Business Savings	Business Statement Savings	You must maintain a minimum daily balance of at least \$5,000.00 in the account each day to obtain the disclosed annual percentage yield (APY). \$10.00 Excess Transaction fee will be imposed for each item over the allotted six authorized transactions per calendar month or statement cycle of at least 4 weeks. You were not assessed a fee on your Business Client MM Account.
Escrow Retention Savings	Escrow Retention Savings	\$10.00 Excess Transaction fee will be imposed for each item over the allotted six authorized transactions per calendar month or statement cycle of at least 4 weeks.
Business Savings	Business Savings	You must maintain a minimum daily balance of \$500.00 to obtain the APY. \$10.00 Excess Transaction fee will be imposed for each item over the allotted six authorized transactions per calendar month or statement cycle of at least 4 weeks.

The following changes to your current terms and conditions govern all deposit accounts, and will be effective as of September 23, 2024:

INTEREST – Interest Rate will be compounded monthly and credited to the account monthly. If you close your account before interest is credited, you will not receive the accrued interest.

TIME DEPOSITS. Time deposits that are not renewed are not paid interest during the 10-calendar day grace period.

PROCESSING ORDER. All credit transactions are processed first. Debits or withdrawals, from your account will be processed in order as follows: checks negotiated in the branches during

the day, electronic items such as ATM and debit card transactions and pre-authorized transactions, and then all other checks. ATM and debit card transactions will post based on time stamp and preauthorized transactions based on smallest to largest amount. Checks will post in serial or sequence number order from smallest to largest regardless of the dollar amount of the check.

The processing order of these items is important because if there is not enough money in the account to pay for the items in the order they are processed in accordance with the processing order, there may be an overdraft on your account which may result in overdraft or non-sufficient funds fees or an increase in the amount of these fees.

FEES CHANGES:

The Schedule of Fees & Charges for Business Clients and Consumer Clients are included within the Disclosure Booklet; however, for your convenience, the following table illustrates the various fee changes which will go into effect for your account(s) on September 23, 2024:

California Bank of Commerce Schedule of Fees & Charges for BUSINESS CLIENTS Effective September 23, 2024		
Fee Name	Current Fee	New Merged Bank Fee
Bill Payment Service Basic Bill Payment Service	No charge	No monthly service fee charged
Cashier's Check Fee	No fee for one check per day, \$7.00 for each additional check	\$10.00 per check
Check Images on CD-ROM	No charge	\$35.00 per month per account
Collection Items Outgoing Collection Fee Incoming Collection Fee	No charge No charge	Per quote \$25.00 per item
Debit Card Services Card Replacement Card Rush Delivery Non California Bank of Commerce ATM Withdrawal	\$5.00 per request No charge No surcharge assessed by our bank; however, a surcharge may be assessed by ATM operator	\$5.00 per request \$40.00 per request No surcharge assessed by our bank; however, a surcharge may be assessed by ATM operator
Excess Transaction Fee	No charge	\$10.00 per item over allotted number allowed (Refer to Truth in Savings disclosures for transaction limitations on Money Market and Savings products)
Foreign Check Deposited	No charge	\$7.50 per check
Legal Process Fee	\$50.00	\$100.00
Research & Reconciliation Research Fee Photocopies – checks, statement, or other document	\$50.00 per hour \$2.50 per item	\$25.00 per hour \$1.50 per page
Statement with Cancelled Check Image Fee (paper statement) Cancelled Check Image Fee (Paper Statement) Cancelled Check Image Fee (Electronic Statement)	No charge No charge	\$5.00 per month per account No charge

California Bank of Commerce Schedule of Fees & Charges for BUSINESS CLIENTS (Continued)
Effective September 23, 2024

Fee Name	Current Fee	New Merged Bank Fee
Stop Payment Service		
Online Stop Payment Fee (Applies to checks only)	\$12.00	\$10.00 per stop
Stop Payment Fee (Placed through Branch)	\$12.00	\$30.00 per stop
ACH Stop Payment Fee	\$12.00	\$30.00 per stop
Wire Processing Service		
Incoming Wire Fee	No charge	\$15.00 per wire
Outgoing Wire Fee	\$20.00	\$30.00 per wire
Outgoing Int'l FX Wire Fee	\$30.00	\$35.00 per wire
Outgoing Int'l USD Wire Fee	\$30.00	\$40.00 per wire
Outgoing Wire Fee – Online	\$20.00	\$10.00 per wire
Outgoing Int'l USD Wire Fee – Online	\$30.00	\$20.00 per wire
Outgoing Int'l FX Wire Fee – Online	\$30.00	\$35.00 per wire
Online Banking Wire Transfer Module Fee	No charge	\$10.00 per month
ATM Fees	Fees are reimbursed up to a maximum of \$25/mo.	No fee reimbursement
NSF Returned Item Fee – item is returned unpaid	\$25 per item	\$34.00 per item
Overdraft Paid Item Fee – item is paid, account is overdrawn (OD)	\$25.00 per item	\$34.00 per item
UNA Paid Item Fee – item is paid	\$25.00 per item	\$34.00 per item
UNA Returned Item Fee – item is returned unpaid	\$25.00 per item	\$34.00 per item
Maximum Daily NSF / OD / UNA Fees	\$100 per day	\$170 per day
Low Overdraft Balance Item – NSF or UNA	No Charge	No Charge
What is considered a Low Overdraft Balance Item?	\$10.00	Any NSF or UNA item that causes the account to become overdrawn by \$30.00 or less.

California Bank of Commerce Schedule of Fees & Charges for CONSUMER CLIENTS
Effective September 23, 2024

Fee Name	Current Fee	New Merged Bank Fee
Bill Payment Service		
Basic Bill Payment Service	No charge	No monthly service fee charged
Cashier's Check Fee	One check per day free, \$7.00 for each add'l check	\$10.00 per check
Check printing	Varies by style of checks	Charges vary by style and quantity ordered. VIP Checking account clients receive one free order of 80 Corporate image checks per year
Collection Items		
Outgoing Collection Fee	No charge	Per quote
Incoming Collection Fee	No charge	\$25.00 per item
Debit Card Services		
Card Replacement	\$5.00 per request	\$5.00 per request
Card Rush Delivery	No charge	\$40.00 per request
Non California Bank of Commerce ATM Withdrawal	No surcharge assessed by our bank; however, a surcharge may be assessed by the ATM Operator	No surcharge assessed by our bank; however, a surcharge may be assessed by the ATM Operator
ATM Fees	Fees are reimbursed up to a maximum of \$25/mo.	Fees are reimbursed up to a maximum of \$25/mo. for VIP Checking accounts.

California Bank of Commerce Schedule of Fees & Charges for CONSUMER CLIENTS (Continued)		
Effective September 23, 2024		
Fee Name	Current Fee	New Merged Bank Fee
Excess Transaction Fee	No charge	\$10.00 per item over allotted number allowed (Refer to Truth in Savings disclosures for transaction limitations on Money Market and Savings products)
Foreign Check Deposited	No charge	\$7.50 per check
Legal Process Fee	\$50.00	\$100.00
Research & Reconciliation Research Fee Photocopies – checks, statement, or other document	\$50.00 per hour \$2.50 per item	\$25.00 per hour \$1.50 per page
Statement with Cancelled Check Image Fee (paper statement) Cancelled Check Image Fee (Paper Statement) Cancelled Check Image Fee (Electronic Statement)	No charge No charge	\$2.50 per month per account No charge
Stop Payment Service Online Stop Payment Fee (Applies to checks only) Stop Payment Fee (Placed through Branch) ACH Stop Payment Fee	\$12.00 \$12.00 \$12.00	\$10.00 per stop \$30.00 per stop \$30.00 per stop
Wire Processing Service Incoming Wire Fee Outgoing Wire Fee Outgoing Int'l FX Wire Fee Outgoing Int'l USD Wire Fee	No charge \$20.00 \$30.00 \$30.00	\$15.00 per wire \$30.00 per wire \$35.00 per wire \$40.00 per wire
NSF Returned Item Fee – item is returned unpaid	No charge	\$34.00 per item
Overdraft Paid Item Fee – item is paid, account is overdrawn (OD)	No charge	\$34.00 per item
UNA Returned Item Fee – item is returned unpaid	No charge	\$34.00 per item
UNA Paid Item Fee – item is paid	No charge	\$34.00 per item
Maximum Daily NSF / OD / UNA Fees	No charge	\$170 per day
Low Overdraft Balance Item – NSF or UNA	No Charge	No Charge
What is considered a Low Overdraft Balance Item?	\$10	Any NSF or UNA item that causes the account to become overdrawn by \$30.00 or less.

DEPOSIT ACCOUNT AGREEMENT

DEFINITIONS. Throughout this Agreement, these terms have the following meaning:

- "You," "your," and "account owner" refer to the Customer named on the account.
- "We," "our," and "us" refer to the Bank, California Bank of Commerce, N.A.
- "Item" or "items," as defined by Article 4 of the Uniform Commercial Code (UCC), means an instrument or a promise or order to pay money handled by a financial institution for collection or payment. The term includes a check but does not include a payment order governed by Article 4A of the UCC or a credit or debit card slip.
- "Debit transactions," "debit," or "debits" refer to funds that are taken out of your account. Common types of debits may include checks that you have written, ACH payments, wire transfers, PIN-based debit card transactions, and signature-based debit card transactions.
- "Credit transactions," "credit," or "credits" refer to deposits of funds into your account. Common types of credits include cash deposits, direct deposits, check deposits, and ACH and wire transfers made payable to you. Credits are generally added to your account and are made available to you in accordance with our funds availability schedule.

GENERAL AGREEMENT. You understand that the following Account Agreement ("Agreement") governs your Checking account with us, along with any other documents applicable to your account, including any account opening Disclosures that have been provided to you, which are incorporated by reference. You understand that your account is also governed by applicable law. The information found in any account opening Disclosures may change from time to time in our sole discretion. If the fees, charges, minimum balance requirements, or other items change in a manner that would adversely affect you, we will provide you with written notice prior to the change. By providing a written or electronic signature on the Account Information document or other agreement to open your account, or by using any of our deposit account services, you and any identified account owners agree to the terms contained in this Account Agreement.

YOUR CHOICE OF ACCOUNT. You have instructed us as to the title and type of the account that you have chosen. You acknowledge that it is your sole responsibility to determine the full legal effect of opening and maintaining the type of account you have chosen. We have not set forth all laws that may impact your chosen account. You must determine whether the account you select is appropriate for your current and future needs. Except as required by law, we assume no legal responsibility to inform you as to the effect of your account choice on your legal interests.

BUSINESS ACCOUNTS. Business accounts are those established by any partnership, corporation, association or other entity operated on a for-profit basis; all corporations and associations operated on a not-for-profit-basis; and any individual who intends to use the account for carrying on a trade or business. We reserve the right to require separate written authorization, in a form acceptable to us, telling us who is authorized to act on your behalf. We are authorized to follow the directions of a person designated as having authority to act on the entity's behalf until we receive written notice that the authority has been terminated and have had a reasonable time to act upon that notice.

ADDITIONAL DOCUMENTS TO OPEN ACCOUNT. You agree to supply us with a copy of any chartering document, Operating Agreement, or related documents requested by us.

ESCROW, TRUST, FIDUCIARY AND CUSTODIAL ACCOUNTS. When your account is set up as an escrow account, trust account, fiduciary account or custodial account, it is your sole responsibility to determine the legal effects of opening and maintaining an account of this nature. We have no obligation to act as trustee or to inquire into your powers or responsibilities over this account. We reserve the right to require the documentation necessary under applicable law to establish, maintain, manage, and close this account. There may be additional terms and conditions that apply to this account that are governed by a separate agreement.

TRANSFERS AND ASSIGNMENTS. We may assign or transfer any or all of our interest in this account. You cannot assign or transfer any interest in your account unless we agree in writing.

RESTRICTIVE LEGENDS. We are not required to honor any restrictive legend on checks you write unless we have agreed to the restriction in writing signed by an officer of the Bank. Examples of restrictive legends are "two signatures required", "must be presented within 90 days" or "not valid for more than \$1,000.00."

STALE OR POSTDATED CHECKS. We reserve the right to pay or dishonor a check more than six (6) months old without prior notice to you. You agree not to postdate any check drawn on the account. If you do, and the check is presented for payment before the date of the check, we may pay it or return it unpaid. We are not liable for paying any stale or postdated check. Any damages you incur that we may be liable for are limited to actual damages not to exceed the amount of the check.

PREAUTHORIZED CHECKS OR DRAFTS. You should guard information about your account (such as your routing number and your account number) as carefully as you would guard blank checks. If you voluntarily give such information about your account to a party which is seeking to sell you goods or services, without physically delivering a check to that party, any debit to or withdrawal from your account it initiates will be deemed authorized by you.

VERIFYING FUNDS AVAILABILITY FOR CHECK. You authorize us to release funds availability information about your account to individuals or merchants who represent to us that they have received a check from you.

CHECK SAFEKEEPING. If you utilize a check safekeeping system or any other system offered by us for the retention of your checks, you understand that the canceled checks will be retained by us and destroyed after a reasonable time period or as required by law. Any request for a copy of any check may be subject to a fee, as indicated in the Fee Schedule or Disclosures and as allowed by law. If for any reason we cannot provide you with a copy of a check, our liability will be limited to the lesser of the face amount of the check or the actual damages sustained by you.

YOUR RESPONSIBILITY FOR BACK OF CHECK. All negotiable paper ("checks") presented for deposit must be in a format that can be processed and we may refuse to accept any check that does not meet this requirement. All endorsements on the reverse side of any check deposited into your account must be placed on the left side of the check when looking at it from the front, and the endorsements must be placed so as not to go beyond an area located 1-½ inches from the left edge of the check when looking at it from the front. It is your responsibility to ensure that these requirements are met and you are responsible for any loss incurred by us for failure of an endorsement to meet this requirement.

ELECTRONIC CHECKS AND ELECTRONICALLY-CREATED ITEMS. Pursuant to Regulation CC, electronic checks may be treated the same as paper checks for check collection and processing purposes. See the Substitute Checks section for more information.

Electronically-created items ("ECI") are check-like items created in electronic form that never existed in paper form. For example, you set up automatic bill payments with us to pay your utility bill. From your account information, we create an ECI that is sent to your utility company for payment. An ECI cannot be used to create a substitute check since it never existed in paper form.

SUBSTITUTE CHECKS. To make check processing faster, federal law permits financial institutions to replace original checks with "substitute checks." These substitute checks are similar in size to the original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check. Some or all of the checks that you receive back from us may be substitute checks. An electronic check can be used to create a substitute check since the electronic image and electronic information was derived from its paper form.

REMOTE DEPOSIT CAPTURE. Remote deposit capture ("RDC") allow you to make deposits to your account from remote locations by electronically transmitting digital images of your original paper checks, which are drawn on or payable through United States financial institutions in United States dollars to us. We may then use the digital image to create an electronic check or substitute check for collection. If you use our RDC services, if applicable, we may require you to endorse the back of the paper check to indicate that it has been remotely deposited. For example, "for mobile deposit only" or "for mobile deposit at California Bank of Commerce only."

REMOTELY CREATED CHECKS. A remotely created check, as defined in Regulation CC, means a check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn. By having a deposit account with us, you certify that all remotely created checks deposited to your account(s) will be expressly and verifiably authorized by the payer. And we reserve the rights to refuse for deposit any such remotely created check if we have any reason to believe that the check is fraudulent in any manner and to obtain from you the payer's express, verifiable authorization for any such check.

WITHDRAWALS. Deposits will be available for withdrawal consistent with the terms of the Disclosures. Withdrawals may be subject to a service charge.

DEPOSITS. Deposits may be made in person, by mail, or in another form and manner as agreed by us in our sole discretion. We are not responsible for transactions mailed until we actually receive and record them. We may in our sole discretion refuse to accept particular instruments as a deposit to your account. Cash deposits are credited to your account according to this Agreement. Other items you deposit are handled by us according to our usual collection practices. If an item you deposit is returned unpaid, we will debit your account for the item. You are liable to us for the amount of any check you deposit to your account that is returned unpaid and all costs and expenses related to the collection of all or part of such amount from you. Funds deposited to your account, excluding any Time Deposit accounts, are available in accordance with the Disclosures.

COLLECTION OF DEPOSITED ITEMS. In receiving items for deposit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. All items are credited subject to final settlement in cash or credits. We shall have the right to forward items to correspondents including all Federal Reserve Banks, and we shall not be liable for default or neglect of said correspondents for loss in transit, nor shall any correspondent be liable except for its own negligence. You specifically authorize us or our correspondents to utilize Federal Reserve Banks to handle such items in accordance with provisions of Regulation J (12 CFR Part 210), as revised or amended from time to time by the Federal Reserve Board. In the event we are subject to local clearinghouse rules, you specifically authorize us to handle such items in accordance with the rules and regulations of the clearinghouse.

If we permit you to withdraw funds from your account before final settlement has been made for any deposited item, and final settlement is not made, we have the right to charge your account or obtain a refund from you. In addition, we may charge back any deposited item at any time before final settlement for whatever reason. We shall not be liable for any damages resulting from the exercise of these rights. Except as may be attributable to our lack of good faith or failure to exercise ordinary care, we will not be liable for dishonor resulting from any reversal of credit, return of deposited items or for any damages resulting from any of those actions.

UNLAWFUL INTERNET GAMBLING. Restricted transactions are prohibited from being processed through your account with us as required by the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG. A restricted transaction is a transaction or transmittal involving any credit, funds, instrument, or proceeds in connection with the participation of another person in unlawful Internet gambling. You will notify us if your business practices regarding Internet gambling change in the future.

STATEMENTS. We will provide you with a periodic statement showing the account activity. The last address you supply us in writing will be deemed the proper address for mailing this statement to you. The account holder who receives this statement is the agent for his/her co-account holder(s) for purposes of receiving the statement and items. You must exercise reasonable care in reviewing your statement and reasonable promptness in notifying us of any discrepancies, such as alterations or forged or unauthorized signatures, even if by the same wrongdoer. Reasonable promptness will not exist if you fail to notify us within 30 days after we mail or otherwise make the statement available to you. If you fail to notify us of any discrepancies, with reasonable promptness, your right to assert such discrepancies will be barred or limited to the extent permitted by law.

Additionally, you agree that we will not be liable for discrepancies reported to us after one year after we mail or otherwise make the statement or items available to you, even if we failed to exercise ordinary care. However, if the discrepancy is the result of an electronic fund transfer, the provisions of the Disclosures will control its resolution. If you do not receive a statement from us because you have failed to claim it or have supplied us with an incorrect address, we may stop sending your statements until you specifically make written request that we resume sending your statements and you supply us with a proper address.

ELECTRONIC STATEMENTS AND NOTICES. You may have the option to have statements and notices regarding this account provided to you in an electronic form, including to a designated e-mail address, through an online banking portal, or other electronic method, upon your authorization. The authorization may be withdrawn at any time to return to a mailed paper form by providing written notice to us at the address provided. The fees for receiving in either form, and for receiving paper copies, are described in your account opening documents.

ACH AND WIRE TRANSFERS. This Agreement is subject to Article 4A of the Uniform Commercial Code - funds Transfers as adopted in the state of California. If you send or receive a wire Transfer, you agree that Fedwire® Funds Service may be used. Federal Reserve Board Regulation J is the law that covers transactions made over Fedwire® Funds Service. When you originate a funds transfer for which Fedwire® Funds Service is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named.

If you are a party to an Automated Clearing House ("ACH") entry, you agree that we may transmit an entry through the ACH, and you agree to be bound by the National Automated Clearing House Association ("Nacha") Operating Rules and Guidelines, the rules of any local ACH, and the rules of any other systems through which the entry is made.

PROVISIONAL PAYMENT. Credit we give you is provisional until we receive final settlement for that entry. If we do not receive final settlement, you agree that we are entitled to a refund of the amount credited to you in connection with the entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

INTERNATIONAL ACH TRANSACTIONS. If your transaction originates from a financial agency that is outside of the territorial jurisdiction of the United States, it may be subject to additional review for compliance with the rules of the Office of Foreign Assets Control (OFAC). If additional review is required, the International ACH transaction will not be available to you until it passes final verification.

NOTICE OF RECEIPT. We will not provide you with notice of our receipt of the order, unless we are so requested by the transfer originator in the order. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

CHOICE OF LAW. We may accept on your behalf payments to your account which have been transmitted, that are not subject to the Electronic Fund Transfer Act, and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state where we are located.

STOP PAYMENTS.

STOP PAYMENT ON CHECKS. You may stop payment on a check drawn against your account by a record or written order or other confirmation as allowed by us, provided that we receive the Stop Payment Order in a time and manner that gives us a reasonable opportunity to act on it. The Stop Payment Order must describe the check or account with reasonable certainty. Oral requests for a Stop Payment Order are binding on us for 14 calendar days only and must be confirmed by you in a record or writing within that period. If the record or written confirmation is not received as specified, we will no longer be bound by your request. Upon receipt of confirmation in a record or writing, a Stop Payment Order on a check remains in effect for six months or until we receive a record or writing revoking the Stop Payment Order, whichever occurs first. If the check on which a Stop Payment Order has been placed has not cleared or been returned to you by the payee, you may renew the Stop Payment Order for an additional six months by providing a request to us in a record or writing within the time period the Stop Payment Order is in effect. You understand that we may accept the Stop Payment Order request from any of the authorized signers of the account regardless of who signed the check.

We have a daily cutoff time by which we must receive any knowledge, notice, Stop Payment Order set-off or legal process affecting our right or duty to pay a check. That cutoff time is one hour after the opening of your branch's banking day, following the banking day on which your branch received the check.

STOP PAYMENT ON ACH DEBITS. A Stop Payment Order may be placed on either a one-time debit transfer or on a multiple debit entry transfer. If you request a Stop Payment Order on an Electronic Check Conversion or other one-time debit transfer, we must receive the request, orally or in a record or writing, in a period of time that provides us a reasonable opportunity to act on it prior to acting on the debit entry, otherwise the Stop Payment Order shall be of no effect. If you requested a stop payment on a multiple debit entry transfer, we must receive the Stop Payment Order, orally or in a record or writing, at least three business days before a scheduled multiple debit entry. Oral stop payment orders are binding on us for 14 calendar days only and must be confirmed by you in a record or writing within that period. A Stop Payment Order on an ACH debit remains in effect until the earlier of 1) your withdrawal of the Stop Payment Order, 2) the return of the debit entry, or 3) six months from the date of the Stop Payment Order, unless you renew the Stop Payment Order. You may renew the Stop Payment Order for an additional six months to prevent the transfer from being paid by providing a request to us within the time period the Stop Payment Order is in effect. When a stop is placed on a multiple debit entry transfer, we may require your confirmation

in a record or writing stating that you have canceled your authorization for the transfer with the payee (a Stop Payment Order does not revoke authorization).

The Stop Payment Order shall be governed by the provision of the Uniform Commercial Code 4A in effect in the state in which we are located, Nacha Operating Rules, and any applicable state law.

You may be charged a fee every time you request a Stop Payment Order, and for each Stop Payment Order renewal you make. A release of the Stop Payment Order may be made by the person who initiated the stop payment request or any of the authorized signers on the account. Our acceptance of a stop payment request does not constitute a representation by us that the item has not already been paid or that we have had a reasonable opportunity to act on the request.

DEATH OR INCOMPETENCY. Neither the death nor the legal adjudication of incompetence of any individual authorized to act on your behalf revokes our authority to accept, pay, or collect items until we know of the fact of death or of an adjudication of incompetence and have a reasonable opportunity to act on it. To the extent permitted by law, even with knowledge, we may for 10 days after the date of death, pay checks drawn on or before the date of death unless ordered to stop payment by a person claiming an interest in the account.

NON-SUFFICIENT FUNDS AND OVERDRAFTS - AVAILABLE BALANCE.

HOW WE DECIDE TO PAY AN ITEM OR DEBIT. We use an available balance method to determine if there are sufficient funds in your account to pay an item or debit transaction. The available balance reflects deposits and transactions that have been posted to your account, such as checks you have written, and transactions that have been authorized but not yet posted to your account, including deposit holds and holds on debit card transactions that have been authorized but not yet posted (i.e., preauthorization holds). These pending transactions and holds reduce your available balance. For example, you have \$100 in your account and a pending transaction of \$30. Your available balance is \$70 because the pending \$30 transaction reduces your available account balance.

HOW WE ASSESS FEES. If there are insufficient funds to pay a debit transaction or item based on your available balance, we may either: 1) return the debit or item or 2) pay the debit or item at our discretion. We may charge you fees if we return the debit or item or pay the debit or item on your behalf.

RETURN ITEM FOR NON-SUFFICIENT FUNDS. If we do not pay the debit transaction or item on your behalf and return the debit or item, we may charge you non-sufficient funds fees. Pursuant to Nacha Operating Rules and Guidelines and other applicable laws, a debit or item may be presented for payment more than one time. We may charge you non-sufficient funds fees for each resubmission of a debit or re-presentation of an item, which means you may incur multiple non-sufficient funds fees if a debit or item is returned more than one time. For example, you write a check from your account with us. The check is returned for non-sufficient funds, and we may charge you non-sufficient funds fees. The same check is then re-presented to us for payment, and the check is returned again for non-sufficient funds. We may charge you non-sufficient funds fees the second time the check is presented for payment and returned for non-sufficient funds.

OVERDRAFTS. If we pay the debit transaction or item on your behalf, you will be responsible for the overdrawn balance, and we may charge you overdraft fees. As discussed above, subsequent pending transactions and holds impact your available balance, which may cause your account to become overdrawn and subject to overdraft fees. For example, you have \$100 in your account. You use your debit card at a gas station and a preauthorization hold of \$60 is placed on your account because the amount of the transaction is not known at the time of authorization even though your gas was only \$50. The authorization hold reduces your available account balance to \$40. You then spend \$50 on groceries. If we pay this debit on your behalf, you will be responsible for paying the overdrawn balance, and we may charge you overdraft fees.

SIGNATURES. Your signature on the Account Information document is your authorized signature. You authorize us, at any time, to charge you for all checks, drafts, orders, or other items for the payment of money, that are drawn on us regardless of by whom or by what means (including facsimile signature(s)) your signature may have been affixed so long as the signature resembles the signature specimen in our files. For withdrawal and other purposes relating to any account you have with us, we are authorized to recognize your signature; and we will not be liable to you for refusing to honor signed instruments or instructions if we believe in good faith that one or more of the signatures appearing on the instrument or instructions is not genuine.

If your items are signed using any facsimile signature or non-manual form of signature, you acknowledge that it is solely for your benefit and convenience. You agree that no facsimile signature you have authorized us to honor may be considered a forgery or an unauthorized signature, and that every authorized facsimile signature shall be effective as the signatory's own original, manual signature. You accept sole responsibility for maintaining security over any device affixing the signature as such signature will be effective regardless of whether the person affixing it was authorized to do so. Your authorization notwithstanding, we are not obligated to accept or pay any items bearing facsimile signatures.

Further, most checks, and other items are processed automatically, i.e., without individual review of each item. Therefore, unless we agree in a separate writing, in our sole discretion, upon your request and due to unique circumstances to conduct individual review of each item, you agree that we are acting within common and reasonable banking practices by automatically processing checks, and other items, i.e., without individual review of each check, or item. You agree to indemnify, defend, and hold us harmless from and against all loss, costs, damage, liability, and other injury (including reasonable attorney fees) that you or we may suffer or incur as a result of this practice.

FEES, SERVICE CHARGES AND BALANCE REQUIREMENTS. You agree to pay us and are responsible for any fees, charges or balance/deposit requirements as provided in the Fee Schedule or Disclosures provided to you at the time you opened the account. Fees, charges and balance requirements may change from time to time. We also reserve the right to impose a service charge for cashing

checks drawn on your account if the person cashing the check is not a customer of this Bank.

SET-OFFS AND SECURITY INTEREST. If you ever owe us money as a borrower, guarantor, or otherwise, and it becomes due, we have the right under the law (called "set-off") and under this Agreement (by which you grant us a security interest in your deposit account and any other accounts held by you) to use your account funds to pay the debt, where permitted by law. The security interest granted by this Agreement is consensual and is in addition to our right of set-off.

CLAIMS. In response to any garnishment, attachment, restraining order, injunction, levy, citation to discover assets, judgment, reclamation, other order of court or other legal process ("Claim(s)"), we have the right to place a hold on, remove from your account(s) and/or remit to the designated third-party(ies) any amount on deposit in your account as set forth in and required by such Claim(s). In addition, we may charge against your account(s) any fee authorized by law in connection with the Claim(s) or as otherwise set forth in the Fee Schedule.

DORMANT/INACTIVE ACCOUNTS. You understand that if no activity occurs in your account within the time period specified by state law and if you had no other active relationship with us during the previous three years, you may be charged the fee specified in the Disclosures, or otherwise provided to you, and your account balance may be escheated (that is, transferred to the state) in accordance with state law. You agree that we are relieved of all responsibility if your account balance is escheated (that is, turned over to the state) in accordance with state law.

ATTORNEYS' FEES AND EXPENSES. You agree to be liable to us for any loss, costs or expenses, including reasonable attorneys' fees to the extent permitted by law, that we incur as a result of any dispute involving your account, and you authorize us to deduct any such loss, costs or expense from your account without prior notice to you. This obligation includes disputes between yourself and us involving the account and situations where we become involved in disputes between you and an authorized signer, another joint owner, or a third party claiming an interest in the account. It also includes situations where you, an authorized signer, another joint owner, or a third party takes action with respect to the account that causes us, in good faith, to seek the advice of counsel, whether or not we actually become involved in a dispute.

LEGAL PROCESS AGAINST ACCOUNT. You agree to be responsible for, to reimburse us, and/or have your account charged for any expenses or reasonable attorney fees we incur due to an attachment, garnishment, levy or subpoena of records of your account. Any garnishment or other levy against your account is subject to our right of set-off and security interest. We may restrict the use of your account if it is involved in any legal proceeding.

CLOSING ACCOUNT. We may close the account at any time, with or without cause, after sending you notice as required by the law. At our discretion, we have the authority to pay an otherwise properly payable check, which is presented after the closing of your account. Such a termination will not release you from any fees or other obligations incurred before the termination. We will send a check for the balance in our possession to which you are entitled.

OUR WAIVER OF RIGHTS. You understand and agree that no delay or failure on our part to exercise any right, remedy, power or privilege available to us under this Agreement shall affect or preclude our future exercise of that right, remedy, power or privilege.

YOUR WAIVER OF NOTICE. By signing the Account Information form, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your deposit account to the extent permitted by law. For example, if a check that you deposited is dishonored and returned to us, we are not required to notify you of the dishonor.

NOTICE. You are responsible for notifying us of any change to the name, type or address of your entity or other information affecting your account. Notices must be in a form and manner acceptable to us with enough information to allow us to identify the account. Notice sent by you to us is not effective until we have received it and have had a reasonable opportunity to act upon it. Written notice sent by us to you is effective when mailed to the last address supplied.

CERTIFIED BENEFICIAL OWNER INFORMATION. You are responsible for notifying us of any changes to the certified beneficial ownership information of the legal entity customer that was provided to us. Notice should be made to us as soon as practical upon a change to the beneficial ownership information in a form and manner acceptable to us.

TELEPHONE AND ELECTRONIC COMMUNICATION. You agree that we may call or send text messages to you at the telephone numbers that you provide to us, including a cell phone number, which may result in charges to you, for informational purposes regarding your account(s) with us. These calls and text messages may be made from an automatic telephone dialing system (i.e., an autodialer) or from an artificial or prerecorded voice message system. Additionally, you agree that we may send electronic communication to you at the email addresses you provide to us. You may contact us at any time if you no longer want to receive these communications from us. You also agree that we may monitor and record telephone and electronic communications that affect your account(s) with us to the extent permitted by law. We need not provide further notice to you or receive additional approval.

ONLINE OR MOBILE SERVICES. If you open an account or obtain a product or service from us using our online or mobile services, we may record your personal information from a scan or a copy of your driver's license or other personal identification card, or we may receive an image or make a copy of your driver's license or other personal identification card. We may store or retain this information to the extent permitted by law.

AMENDMENTS AND ALTERATIONS. Except as prohibited by law, we may amend this Agreement by adding, removing, or changing terms at any time. We will notify you of amendments as required by applicable law. Your continued use of the account evidences your agreement to any amendments. Notices will be sent to the most recent address shown on the account records.

EFFECTIVE APPLICABLE LAWS AND REGULATIONS. You understand that this Agreement is governed by the laws of California, except to the extent that federal law is controlling. Changes in these laws and regulations may modify the terms and conditions of your account(s). We do not have to notify you of these changes, unless required to do so by law. If any of the terms of

this Agreement come into conflict with the applicable law and are declared to be invalid or unenforceable, those terms will be nullified to the extent that they are inconsistent with the law and the applicable law will govern. However, this shall not affect the validity of the remaining provisions.

For purposes of this disclosure and agreement the terms "we", "us" and "our" refer to California Bank of Commerce, N.A. The terms "you" and "your" refer to the recipient of this disclosure and agreement.

The Electronic Fund Transfer Act and Regulation E require institutions to provide certain information to customers regarding electronic fund transfers (EFTs). This disclosure applies to any EFT service you receive from us related to an account established primarily for personal, family or household purposes. Examples of EFT services include direct deposits to your account, automatic regular payments made from your account to a third party and one-time electronic payments from your account using information from your check to pay for purchases or to pay bills. This disclosure also applies to the use of your Debit Card (hereinafter referred to collectively as "Debit Card") at automated teller machines (ATMs) and any networks described below.

TERMS AND CONDITIONS. The following provisions govern the use of EFT services through accounts held by California Bank of Commerce, N.A. which are established primarily for personal, family or household purposes. If you use any EFT services provided, you agree to be bound by the applicable terms and conditions listed below. Please read this document carefully and retain it for future reference.

DEFINITION OF BUSINESS DAY. Business days are Monday through Friday excluding holidays.

ELECTRONIC FUND TRANSFER SERVICES PROVIDED

DEBIT CARD SERVICES. The services available through use of your Debit Card are described below.

DEBIT CARD SERVICES:

- You may withdraw cash from your checking account(s), savings account(s), and money market account(s).
- You may make deposits into your checking account(s), savings account(s), and money market account(s).
- You may transfer funds between your checking and savings accounts, checking and money market accounts, and savings and money market accounts.
- You may make balance inquiries on your checking account(s), savings account(s), and money market account(s).
- You may use your card at any merchant that accepts Mastercard® Debit Cards for the purchase of goods and services.

ATM SERVICES.

NETWORK. Your ability to perform the transactions or access the accounts set forth above depends on the location and type of ATM you are using and the network through which the transaction is being performed. A specific ATM or network may not perform or permit all of the above transactions.

Besides being able to use your Debit Card at our ATM terminals, you may access your accounts through the following network(s): NYCE, Plus, Cirrus, Star NE.

ATM FEES. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

POINT OF SALE TRANSACTIONS. Listed below is the card you may use to purchase goods and services from merchants that have arranged to accept your card as a means of payment (these merchants are referred to as "Participating Merchants"). Some Participating Merchants may permit you to receive cash back as part of your purchase. Purchases made with your card, including any purchase where you receive cash, are referred to as "Point of Sale" transactions and will cause your "designated account" to be debited for the amount of the purchase. We have the right to return any check or other item drawn against your account to ensure there are funds available to pay for any Point-of-Sale transaction. We may, but do not have to, allow transactions which exceed your available account balance or, if applicable, your available overdraft protection. If we do, you agree to pay an amount equal to the overdrawn balance plus any overdraft fees.

The following card and the corresponding designated account(s) may be used for Point-of-Sale transactions:

- Debit Card: checking account.

Your Debit Card may also be used to obtain cash from your designated account(s) at participating financial institutions when so authorized under the terms of your Account Agreement.

AUTHORIZATION HOLDS. An authorization hold is a temporary hold that is placed on your account for certain Debit Card transactions. The amount of the temporary hold may be more than the actual amount of the transaction, so your available account balance will temporarily be reduced by the amount of the temporary hold. If the authorization hold or the processing of subsequent transactions causes your account to have insufficient funds to pay the transaction, we may charge you non-sufficient funds fees if we return the item or overdraft fees if we pay the item on your behalf.

CURRENCY CONVERSION - Mastercard®. If you perform transactions with your card with the Mastercard® logo in a currency other than US dollars, Mastercard International Inc. will convert the charge into a US dollar amount. At Mastercard International they use a currency conversion procedure, which is disclosed to institutions that issue Mastercard®. Currently the currency conversion rate used by Mastercard International to determine the transaction amount in US dollars for such transactions is based on rates observed in the wholesale market or government-mandated rates, where applicable. The currency conversion rate used by Mastercard International is generally the rate of the applicable currency on the date that the transaction occurred. However, in limited situations, particularly where transactions are submitted to Mastercard International for processing are delayed, the currency conversion rate used may be the rate of the applicable currency on the date that the transaction is processed.

IMPORTANT ADDITIONAL FEE NOTICE. Mastercard® charges us a Currency Conversion Fee of .20% of the transaction amount for performing currency conversions and a Cross-Border Fee of .90% of the transaction on all cross-border transactions (even those with no currency conversion). Therefore, you will be charged 1.10% of the dollar amount on all cross-border transactions - i.e., transactions processed through the "Global Clearing Management System" or the "Mastercard Debit Switch" when the country of the merchant or machine is different than your country as cardholder. Be aware that when making online purchases you may not know that the merchant is located in a different country.

ELECTRONIC CHECK CONVERSION. If your account is a checking account, you may authorize a merchant or other payee to make a one-time electronic payment from this account using information from your check to pay for purchases or to pay bills.

LIMITATIONS ON TRANSACTIONS

TRANSACTION LIMITATIONS – DEBIT CARD.

CASH WITHDRAWAL LIMITATIONS. You may withdraw up to \$700.00 through use of ATMs in any one day.

There is a daily limit for all ATM withdrawal transactions. For security reasons, specific dollar limits are disclosed at the time the Debit Card is issued. California Bank of Commerce, N.A. reserves the right to change dollar amount limits at any time upon prior notification.

POINT OF SALE LIMITATIONS. You may buy up to \$2,500.00 worth of goods or services in any one day through use of our Point of Sale service.

OTHER LIMITATIONS.

- The terms of your account(s) may limit the number of withdrawals you may make each month. Restrictions disclosed at the time you opened your account(s) or sent to you subsequently will also apply to your electronic withdrawals and electronic payments unless specified otherwise.
- We reserve the right to impose limitations for security purposes at any time.

LIMITS ON TRANSFERS FROM CERTAIN ACCOUNTS. We may limit the number of checks, telephone transfers, online transfers, and preauthorized electronic transfers to an account you have with us and to third parties (including Point of Sale transactions) from money market and savings type accounts. You may be limited to six (6) such transactions from each savings or money market account you have per statement period for purposes of making a payment to a third party or by use of a telephone, computer, or wireless handheld device. Please refer to the Account Agreement for more information regarding transaction limitations.

NOTICE OF RIGHTS AND RESPONSIBILITIES

The use of any electronic fund transfer services described in this document creates certain rights and responsibilities regarding these services as described below.

RIGHT TO RECEIVE DOCUMENTATION OF YOUR TRANSFERS.

TRANSACTION RECEIPTS. Depending on the location of an ATM, you may not be given the option to receive a

receipt if your transaction is \$15.00 or less. Upon completing a transaction of more than \$15.00, you will receive a printed receipt documenting the transaction (unless you choose not to get a paper receipt). These receipts (or the transaction number given in place of the paper receipt) should be retained to verify that a transaction was performed. A receipt will be provided for any transaction of more than \$15.00 made with your Debit Card at a Participating Merchant. If the transaction is \$15.00 or less, the Participating Merchant is not required to provide a receipt.

PERIODIC STATEMENTS. If your account is subject to receiving a monthly statement, all EFT transactions will be reported on it. If your account is subject to receiving a statement less frequently than monthly, then you will continue to receive your statement on that cycle, unless there are EFT transactions, in which case you will receive a monthly statement. In any case you will receive your statement at least quarterly.

USING YOUR CARD AND PERSONAL IDENTIFICATION NUMBER ("PIN"). In order to assist us in maintaining the security of your account and the terminals, the Debit Card remains our property and may be revoked or canceled at any time without giving you prior notice. You agree not to use your Debit Card for a transaction that would cause your account balance to go below zero, or to access an account that is no longer available or lacks sufficient funds to complete the transaction, including any available line of credit. We will not be required to complete any such transaction, but if we do, we may, at our sole discretion, charge or credit the transaction to another account; you agree to pay us the amount of the improper withdrawal or transfer upon request.

Certain transactions involving your Debit Card require the use of your PIN. Your PIN is used to identify you as an authorized user. Because the PIN is used for identification purposes, you agree to notify California Bank of Commerce, N.A. immediately if your Debit Card is lost or if the secrecy of your PIN is compromised. You also agree not to reveal your PIN to any person not authorized by you to use your Debit Card or to write your PIN on your Debit Card or on any other item kept with your Debit Card. We have the right to refuse a transaction on your account when your Debit Card or PIN has been reported lost or stolen or when we reasonably believe there is unusual activity on your account.

The security of your account depends upon your maintaining possession of your Debit Card and the secrecy of your PIN. You may change your PIN if you feel that the secrecy of your PIN has been compromised. You may change your PIN via the telephone.

YOUR RESPONSIBILITY TO NOTIFY US OF LOSS OR THEFT. If you believe your Debit Card or PIN has been lost or stolen,

call us at: (844) 265-7622

or

write to: California Bank of Commerce, N.A.
Attn: Central Operations
12265 El Camino Real, Suite 210
San Diego, CA 92130

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

CONSUMER LIABILITY. Tell us AT ONCE if you believe your Debit Card or PIN has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit, if applicable). If you tell us within two (2) business days after you learn of the loss or theft of your Debit Card or PIN, you can lose no more than fifty dollars (\$50) if someone used your Debit Card or PIN without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Debit Card or PIN and we can prove we could have stopped someone from using your Debit Card or PIN without your permission if you had given us notice, you can lose as much as five hundred dollars (\$500).

CONSUMER LIABILITY FOR UNAUTHORIZED TRANSACTIONS INVOLVING DEBIT CARD. The limitations on your liability for unauthorized transactions described above generally apply to all electronic fund transfers. However, different limitations apply to certain transactions involving your card with the Mastercard® branded card.

If you promptly notify us about an unauthorized transaction involving your card and the unauthorized transaction took place on your Mastercard® branded card, including any PIN-based ATM or POS transactions, zero liability will be imposed on you for the unauthorized transaction. In order to qualify for the zero-liability protection, you must have exercised reasonable care in safeguarding your card from the risk of loss or theft and, upon becoming aware of such loss or theft, promptly reported the loss or theft to us.

ILLEGAL USE OF DEBIT CARD. You agree not to use your Debit Card for any illegal transactions, including internet gambling and similar activities.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS. In case of errors or questions about your electronic fund transfers,

call us at: (844) 265-7622

or

write to: California Bank of Commerce, N.A.
Attn: Central Operations
12265 El Camino Real, Suite 210
San Diego, CA 92130

or

email us at: centralservices@bankcbc.com

or

use the current information on your most recent account statement.

Notification should be made as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact California Bank of Commerce, N.A. no later than 60 days after we sent you the first statement on which the problem or error appears. You must be prepared to provide the following information:

- Your name and account number.
- A description of the error or transaction you are unsure about along with an explanation as to why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.

If you provide oral notice, you will be required to send in your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days (twenty (20) business days for new accounts) 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 (ninety (90) days for new accounts and foreign initiated or Point of Sale transfers) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty (20) business days for new accounts) for the amount which you think is in error, so that you will have the use of the money during the time it takes 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. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30) days after the first deposit to the account is made, including those for foreign initiated or Point of Sale transactions.

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.

LIABILITY FOR FAILURE TO COMPLETE TRANSACTION. If we do not complete a 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 as provided by law. However, there are some exceptions. We will NOT be liable, for instance:

- If through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would result in your exceeding the credit limit on your line of credit, if you have one.
- If the electronic terminal was not working properly and you knew about the breakdown before you started the transfer.
- If circumstances beyond our control (such as fire or flood, computer or machine breakdown, or failure or interruption of communications facilities) prevent the transfer, despite reasonable precautions we have taken.
- If we have terminated our Agreement with you.
- When your Debit Card has been reported lost or stolen or we have reason to believe that something is wrong with a transaction.
- If we receive inaccurate or incomplete information needed to complete a transaction.
- If the funds in the account are subject to legal action preventing a transfer to or from your account.
- If the electronic terminal does not have enough cash to complete the transaction.

There may be other exceptions provided by applicable law.

CHARGES FOR TRANSFERS OR THE RIGHT TO MAKE TRANSFERS.

Fee Schedule. The Fee Schedule referred to above is being provided separately and is incorporated into this document by reference. Additional copies of the schedule may be obtained from California Bank of Commerce, N.A, upon request.

DISCLOSURE OF ACCOUNT INFORMATION. You agree that merchant authorization messages transmitted in connection with Point-of-Sale transactions are permissible disclosures of account information, and you further agree to release California Bank of Commerce, N.A. and hold it harmless from any liability arising out of the transmission of these messages. We will disclose information to third parties about your account or electronic fund transfers made to your account:

1. Where necessary to complete a transfer or to investigate and resolve errors involving the transfer(s); or
2. In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant; or
3. In order to comply with government agency or court orders; or
4. If you give us your permission in a record or writing.

AMENDING OR TERMINATING THE AGREEMENT. We may change or amend any of the terms and conditions of the Agreement and those portions of the applicable Fee Schedule which relate to EFT services, at any time upon at least 21 days written notice to you prior to the effective date of the change or amendment. Your failure to timely furnish notice as set forth in the written notice shall be deemed to be your acceptance of such change or amendment. If you do not agree to abide by a change or amendment, you must notify California Bank of Commerce, N.A. of the fact prior to the effective date of the change or amendment and cancel this Agreement. California Bank of Commerce, N.A. may cancel this Agreement at any time, without giving you prior notice. If you or California Bank of Commerce, N.A. cancels this Agreement at any time, you shall surrender any card and you may no longer use any of California Bank of Commerce, N.A.'s EFT services other than automated clearing house transfer services.

SAFETY PRECAUTIONS FOR ATM TERMINAL USAGE. Please keep in mind the following basic safety tips whenever you use an ATM:

- Have your Debit Card ready to use when you reach the ATM. Have all of your forms ready before you get to the machine. Keep some extra forms (envelopes) at home for this purpose.
- If you are new to ATM usage, use machines close to or inside a financial institution until you become comfortable and can conduct your usage quickly.
- If using an ATM in an isolated area, take someone else with you if possible. Have them watch from the car as you conduct your transaction.
- Do not use ATMs at night unless the area and machine are well-lighted. If the lights are out, go to a different location.
- If someone else is using the machine you want to use, stand back or stay in your car until the machine is free. Watch out for suspicious people lurking around ATMs, especially during the times that few people are around.
- When using the machine, stand so you block anyone else's view from behind.
- If anything suspicious occurs when you are using a machine, cancel what you are doing and leave immediately. If going to your car, lock your doors.
- Do not stand at the ATM counting cash. Check that you received the right amount later in a secure place and reconcile it to your receipt then.
- Keep your receipts and verify transactions on your account statement. Report errors immediately. Do not leave receipts at an ATM location.

DEFINITIONS. The terms “we,” “us” and “our” refer to the Bank, CALIFORNIA BANK OF COMMERCE, N.A. For purposes of this disclosure and agreement, the terms “you” and “your” refer to the Authorized Signer, whether one or more, who are acting in his or her legal authority on behalf of the business, and the term “Cardholder” refers to all individuals authorized by Authorized Signer under this agreement to receive and use an access card. The terms “cards” or “card” refer to the access card(s) issued under this agreement, whether used for business purpose point-of-sale (“POS”) purchases or automated teller machine (“ATM”) transactions. The term “Agreement” refers to this Business Access Card Disclosure and Agreement.

AGREEMENT. Business access cards are issued based upon the contract terms and conditions of this Agreement and other important disclosures, such as the Agreement and Disclosures provided for the accounts indicated.

APPLICABLE LAW. The access cards issued under this Agreement are for business purposes only and are governed by the laws of this state and by federal laws and regulations. The cards may not be used for personal purposes and are not covered under the consumer protection of the Electronic Fund Transfer Act and Regulation E. If any part of this Agreement becomes unenforceable, it will not affect our right and ability to enforce any part of this Agreement.

CARD ISSUANCE. Each approved Cardholder receives a card and a personal identification number (“PIN”) to transact activity, within the specified authorization limits that you have authorized for the Cardholder. You understand that the cards remain our property and may be taken back by us at any time. You understand that we reserve the right to impose limitations for security purposes at any time.

CARD USAGE. You agree that cards should not be used for a transaction that would cause your account balance to go below zero, or to access an account that is no longer available or that lacks sufficient funds to complete the transaction. Additionally, you agree the cards should not be used for a transaction that would exceed your account balance plus the available credit on any credit line attached to your account if a line of credit is indicated. You understand that we are not required to complete any such transactions, but if we do, we may at our sole discretion, charge or credit the transaction to another account, and you agree to pay us the amount of the improper withdrawal or transfer upon request.

NETWORK CARD USAGE. You understand that the ability of the Cardholder to perform the transactions or access the accounts as authorized can vary as networks may not perform or permit all of the authorized transactions, for example, deposits and transfers may not be able to be transacted at ATMs located out of state. Besides being able to use the cards at our proprietary ATMs, when provided, Cardholder may access your accounts through the following networks: NYCE, PLUS, STAR, and CIRRUS. When Cardholder uses an ATM not owned by us (non-proprietary), you may be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if Cardholder does not complete a fund transfer.

ILLEGAL USAGE. You agree that Cardholder must not use the card for any illegal transactions, including internet gambling and similar activities.

POS TRANSACTIONS/DESIGNATED ACCOUNT. You understand that a Cardholder may use the card to purchase goods and services, when so authorized, from merchants (“Participating Merchants”) that have arranged to accept the card as a means of payment. POS transactions will cause your “designated account” to be debited for the amount of the purchase. In the event that this account is closed by you for any reason, you will notify us of a replacement designated account. In addition, a debit card may be used, when authorized, at any Participating Merchant that accepts MasterCard® debit cards for the purchase of goods and services. Cards may also be used to obtain cash from your designated account at participating financial institutions, when so authorized. You agree to prohibit Cardholder from requesting cash back as part of any purchase at a Participating Merchant.

Each time a Cardholder uses his or her card, the amount of the transaction will be debited from your designated account. You understand we have the right to return any check or other item drawn against your account to ensure there are sufficient funds available to pay for the card transactions. We may, but do not have to, allow transactions

which exceed your available account balance or available overdraft protection when overdraft protection is indicated. If we do, you agree to pay the overdraft. You also agree to pay overdraft charges in effect from time to time for each transaction which causes your available account balance or available overdraft protection, when overdraft protection is indicated, to be exceeded.

AUTHORIZATION HOLDS. An authorization hold is a temporary hold that is placed on your account for certain debit card transactions. The amount of the temporary hold may be more than the actual amount of the transaction, so your available account balance will temporarily be reduced by the amount of the temporary hold. If the authorization hold or the processing of subsequent transactions causes your account to have insufficient funds to pay the transaction, we may charge you non-sufficient funds fees if we return the item or overdraft fees if we pay the item on your behalf.

CURRENCY CONVERSION. If you perform transactions with your card in a currency other than US dollars, MasterCard International Inc. will convert the charge into a US dollar amount. At MasterCard International, they use a currency conversion procedure which is disclosed to institutions that issue MasterCard. Currently the currency conversions rate used by MasterCard International to determine the transaction amount in US dollars for such transactions is generally either a government mandated rate or wholesale rate, determined by MasterCard International for the processing cycle in which the transaction is processed, increased by an adjustment factor established from time to time by MasterCard International. The currency conversion rate used by MasterCard International on the processing date may differ from the rate that would have been used on the purchase date or the cardholder statement posting date.

IMPORTANT ADDITIONAL FEE NOTICE: For International transactions MasterCard® charges us a Currency Conversion Fee of 0.20% of the transaction amount for performing currency conversions and a Cross-Border Fee of 0.90% of the transaction on all cross-border transactions (even those with no currency conversion). Therefore, you will be charged 1.10% of the dollar amount on all cross-border transactions – i.e., transactions processed through the “Global Clearing Management System” or the “MasterCard Debit Switch” when the country of the merchant or machine is different than your country, as cardholder.

DOCUMENTATION. Upon completing a transaction at an ATM, Cardholder will receive a printed receipt documenting the transaction (unless Cardholder chooses not to get a paper receipt, or the transaction is less than \$15.00). These receipts (or the transaction number given in place of the paper receipt) should be provided to you by the Cardholder and retained by you to verify that a transaction was performed. Cardholder will receive a receipt at the time he or she performs any transaction using the card at a Participating Merchant. If the transaction is \$15.00 or less, the Participating Merchant is not required to provide a receipt.

LIABILITY. You agree to instruct Cardholder that the card issued may not be used for personal purposes. You understand that you are responsible for the transactions completed by the Cardholder whether or not the transactions are in furtherance of the business. Further, you understand that you remain responsible for the transactions of Cardholder unless and until you provide notice to us of the revocation of Cardholder’s authority and card, in a manner required by us, and we are given a reasonable time period to act upon it. Misuse of the access cards and the accounts may cause the cards to be taken back by us and the accounts to be closed, and you will remain liable for the payment of any overdraft balance and fees due to the transactions. Tell us at once if you believe your card or PIN has been lost or stolen.

LIABILITY FOR CARD DEBIT CARD TRANSACTIONS. When authorized, our liability for POS PIN-less transactions and procedures for transaction inquiries are as follows: You shall be liable for all transactions performed using the access device regardless of whether the person conducting the transaction was authorized to do so or whether the person conducting the transaction exceeded the authority which he or she had been given. Bank shall have no liability for honoring any transaction initiated by any person using the access device. If a transaction performed using the access device shall create an overdraft in your account, you agree that you are liable for the payment of the overdraft amount and any fees or charges attendant thereto. You understand that any person in possession of the access device you have selected may withdraw funds from your account(s) and perform the other transactions described herein. You understand that you should keep the access device(s) in a secure place and provide it only to persons authorized to use it. Further, you understand that each transaction originated by means of the access device is NOT a CONSUMER transaction, as defined in Electronic Fund Transfer Act and in Regulation E and is not governed by or entitles to the protection of federal law and regulation.

LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS. If we do not complete a transaction 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 as provided by law. You understand that there are exceptions allowed by applicable law for which we will not be liable, such as but not limited to:

- If through no fault of ours, you do not have sufficient funds in your account to complete the transaction;
- If the transaction would result in your exceeding the credit limit on your line of credit, when one is indicated;
- If the ATM was not working properly and Cardholder knew about the breakdown before starting the transaction;
- If circumstances beyond our control (such as fire or flood, computer or machine breakdown, or failure or interruption of communications facilities) prevent the transaction, despite the reasonable precautions we have taken;
- If we have terminated our Agreement with you;
- When the card has been reported lost or stolen or we have reason to believe that something is wrong with transaction;
- If we receive inaccurate or incomplete information needed to complete a transaction;
- If the funds in your account are subject to legal action preventing a transaction to or from your account; and
- If the ATM does not have enough cash to complete the transaction.

SECURITY PROCEDURES. You agree to ensure that reasonable measures are used to maintain the security of the card and PIN, such as not revealing the PIN to any person, or writing the PIN on the card or on any item kept with the card. You understand a card cannot be transferred to another person. You agree to inform us immediately of any lost or stolen access card, any compromised PIN, any change to or revocation of the access authority of Cardholder, and of any discovered unauthorized activity. Our contact information for such notification is:

Written Notification:	California Bank of Commerce, N.A.
Address Notification:	12265 El Camino Real Ste 210, San Diego, CA 92130
Phone Notification:	(844) 265-7622

You understand that we may require a written confirmation of an oral notification, and that we have the right to refuse a transaction on your account when a card or PIN has been reported lost or stolen, or when you reasonable believe that is unusual activity on your account.

DISPUTED TRANSACTIONS. In case of a suspected error or for a question about card transactions, you agree to contact us as soon as possible, not later than 60 days after a periodic statement has been mailed or made available to you, to obtain further information regarding the transaction or to request an investigation. You understand that you need to provide us with the following: 1. Your name and account number of the activity in question; 2. A description of the activity, including the dollar amount, and 3. An explanation of the reason you are questioning the activity or requesting either additional information or an investigation. If you contact us with an oral request, we may require that you send in a written confirmation of the request within 10 business days. Our contact information for such notification is:

Written Notification:	California Bank of Commerce, N.A.
Address Notification:	12265 El Camino Real Ste 210, San Diego, CA 92130
Phone Notification:	(844) 265-7622

DISCLOSURE OF ACCOUNT INFORMATION. You agree that merchant authorization messages transmitted in connection with POS transactions are permissible disclosures of account information, and you further agree to release us and hold us harmless from any liability arising out of the transmission of these messages. You understand that we will disclose information to third parties about your account: 1. when necessary to complete a transfer or to investigate and resolve errors involving transactions; or 2. in order to verify the existence and condition of your account for a third party such as a credit bureau or merchant; or 3. in order to comply with government agency or court orders; or 4. with your consent.

EXPENSES. You agree to be liable to us for any loss, costs, or expenses that we incur as a result of any dispute involving your accounts, including reasonable attorney's fees, to the extent permitted by law, and you authorize us to deduct such a loss, costs, or expenses from my account without prior notice to you.

FEES AND CHARGES. We will hold you responsible for the applicable fees indicated on the provided Fee Schedule. Please refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A fee schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

AMENDMENT, TERMINATION AND NOTIFICATION. You agree that this Agreement may be amended by us from time to time. We will notify you of amendments as required by applicable law or institution policy. Notices will be sent to the most current address shown on your account records. The continued use of the cards by the authorized Cardholders will be deemed as evidence of your agreement to any amendments. You may terminate this Agreement at any time by providing written notice to us. We may terminate this Agreement at any time by providing written notice to you.

BUSINESS DAYS. Our business days are Monday – Friday 9:00AM – 5:00PM PST.

NOTICE OF ATM SAFETY PRECAUTIONS. SAFETY PRECAUTIONS FOR ATM TERMINAL USAGE. Please keep in mind the following basic safety tips whenever you use an ATM:

- Have your MasterCard Debit Card ready to use when you reach the ATM. Have all your forms ready before you get to the machine. Keep extra forms (envelopes) at home for this purpose.
- If you are new to ATM usage, use machines close to or inside a financial institution until you become comfortable and can conduct your usage quickly.
- If using an ATM in an isolated area, take someone else with you if possible. Have them watch from the car as you conduct your transaction.
- Do not use ATMs at night unless the area and machine are well-lighted. If the lights are out, go to a different location.
- If someone else is using the machine you want to use, stand back, or stay in your car until the machine is free. Watch out for suspicious people lurking around ATMs, especially during the times that few people are around.
- When using the machine, stand so you block anyone else's view from behind.
- If anything suspicious occurs when you are using a machine, cancel what you are doing and leave immediately. If going to your car, lock your doors.
- Do not stand at the ATM counting cash. Check that you received the right amount later in a secure place and reconcile it to your receipt then.
- Keep your receipts and verify transactions on your account statement. Report errors immediately. Do not leave receipts at an ATM location.

ADDITIONAL PROVISIONS. Your account is also governed by the terms and conditions of other applicable agreements between you and California Bank of Commerce, N.A.

PURPOSE OF THIS DISCLOSURE. Our general policy is to allow you to withdraw funds deposited in an account on the first Business Day after the day of deposit. Funds from electronic direct deposits will be available on the day we receive the deposit. In some cases, we may delay your ability to withdraw funds beyond the first Business Day after the day of deposit. Our complete policy is summarized below.

For purposes of this disclosure, the terms "you"/"your" refer to the customer and the terms "our"/"we"/"us" refer to California Bank of Commerce. The term "account" includes any demand deposit, negotiable order of withdrawal account, savings deposit, money market account or other non-time deposit account.

DETERMINING THE AVAILABILITY OF YOUR DEPOSIT. The length of the delay varies depending on the type of deposit and is explained below. When we delay your ability to withdraw funds from a deposit, you may not withdraw the funds in cash, and we will not pay checks you have written on your account by using these funds. Even after we have made funds available to you and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

When we delay your ability to withdraw funds, the length of the delay is counted in Business Days from the day of your deposit. The term "Business Day" means any day other than a Saturday, Sunday or federally declared legal holiday, and the term "Banking Day" means that part of any Business Day on which we are open to the public for carrying on substantially all of our banking functions.

If you make a deposit before the close of business 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 close of business or on a day that we are not open, we will consider the deposit made on the next Business Day we are open.

AVAILABILITY SCHEDULE. 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 the funds are available, you can withdraw them in cash and we will use them to pay checks that you have written.

LONGER DELAYS MAY APPLY. In some cases, we will not make all of the funds that you deposit by check available to you according to the previously stated availability schedule. 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 \$225.00 of your deposits, however, may be available on the first Business Day after the day of deposit.

If we are not going to make all of the funds from your deposit available to you according to the previously stated availability schedule, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

Funds you deposit by check may be delayed for a longer period under the following circumstances:

- (a) if we believe a check you deposit will not be paid;
- (b) if you deposit checks totaling more than \$5,525 on any one day;
- (c) if you redeposit a check that has been returned unpaid;
- (d) if you have overdrawn your account repeatedly in the last six months; or
- (e) if an emergency condition arises that would not enable us to make the funds available to you, such as the 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. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

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 U.S. Treasury checks, U.S. Postal Service

money orders, 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 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 deposit.

On Us Checks and Other Check Deposits. Funds from checks drawn on us will be available on the first Business Day after the day of deposit and funds from all other check deposits will be available on the ninth Business Day after the day of deposit.

FOREIGN CHECKS. Checks drawn on financial institutions outside of the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds from deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institutions upon which they are drawn.

DEPOSITS AT AUTOMATED TELLER MACHINES. If you make a deposit at an automated teller machine (ATM) that is owned and operated by us before 2:30 pm PST on a Business Day that we are open, we will consider the deposit made that day. However, if you make a deposit at an ATM that is owned and operated by us after 2:30 pm PST or on a day that we are not open, we will consider the deposit made on the next Business Day we are open. We only allow deposits to be made at ATMs that we own or operate. All ATMs that we own or operate are identified as our machines.

IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Substitute Checks and Your Rights

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

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

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

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

If you use this procedure, you may receive up to \$2,500.00 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

HOW DO I MAKE A CLAIM FOR A REFUND? If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us by:

Phone at: (844) 265-7622 or
Mail at: 12265 El Camino Real, Suite 210, San Diego, CA 92130
Email at: centralservices@bankcbc.com

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

Your claim must include:

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

An expedited recredit claim must be submitted in writing. When a claim has been submitted orally, we must receive that written claim within 10 business days of the oral claim.

ANALYZED BUSINESS CHECKING

MINIMUM BALANCE REQUIREMENTS. You must deposit \$500.00 to open this account.

PROCESSING ORDER. All credit transactions are processed first. Debits or withdrawals, from your account will be processed in order as follows: checks negotiated in the branches during the day, electronic items such as ATM and debit card transactions and pre-authorized transactions, and then all other checks. ATM and debit card transactions will post based on time stamp and preauthorized transactions based on smallest to largest amount. Checks will post in serial or sequence number order from smallest to largest regardless of the dollar amount of the check.

The processing order of these items is important because if there is not enough money in the account to pay for the items in the order they are processed in accordance with the processing order, there may be an overdraft on your account which may result in overdraft or non-sufficient fund fees or an increase in the amount of these fees.

TRANSACTION LIMITATIONS. No transaction limitations apply to this account.

ADDITIONAL INFORMATION REGARDING YOUR ACCOUNT. All applicable service and cash management charges may be offset by the earnings credit. The credit is determined by the average collected balance multiplied by the Earnings Credit Rate (ECR). The current ECR is 0.65%. The ECR is subject to change at any time subject to the bank's discretion without any prior notice.

Any Earnings Credit in excess of fees calculated will be listed on the Excess/Deficit Balance line of the Account Analysis statement as a positive amount for the month. A month is generally a 30 or 31 day time-period. Any excess earnings credits for the month are not transferrable to subsequent months.

Any analysis charge calculated in excess of the Earnings Credit will be listed on the Excess/Deficit Balance line of the Account Analysis statement as a negative amount for the month. A month is generally a 30 or 31 day time-period.

An Account Analysis statement detailing the account and cash management activity subject to service charges will be made available via online banking.

FEES AND CHARGES. Please refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

BUSINESS CHECKING

MINIMUM BALANCE REQUIREMENTS. You must deposit \$100.00 to open this account.

A monthly maintenance fee of \$15.00 will be imposed every month if the daily balance in the account falls below \$5,000.00 any day of the month, or the monthly average balance falls below \$10,000.00.

PROCESSING ORDER. All credit transactions are processed first. Debits or withdrawals, from your account will be processed in order as follows: checks negotiated in the branches during the day, electronic items such as ATM and debit card transactions and pre-authorized transactions, and then all other checks. ATM and debit card transactions will post based on time stamp and preauthorized transactions based on smallest to largest amount. Checks will post in serial or sequence number order from smallest to largest regardless of the dollar amount of the check.

The processing order of these items is important because if there is not enough money in the account to pay for the items in the order they are processed in accordance with the processing order, there may be an overdraft on your account which may result in overdraft or non-sufficient funds fees or an increase in the amount of these fees.

TRANSACTION LIMITATIONS. Monthly transaction limits apply to this account. Excess transaction fees are imposed when processed items exceed 250 and/or cash deposited exceeds \$7,500.00. Excess item fee is \$0.45 per excess item presented. Excess cash activity fee is \$0.0016 per \$1.00 in excess cash deposited. Items processed consist of deposits, checks deposited, checks paid, ACH debits and ACH credits.

FEES AND CHARGES. Please refer to the separate fee schedule provided to you with this disclosure for information about fees and charges associated with this account. A fee schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

BUSINESS INTEREST CHECKING

RATE INFORMATION. The interest rate on your account is 0.010% with an annual percentage yield of 0.01%. 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 every day.

Limitations on Rate Changes. There are no maximum or minimum interest rate limits for this account.

COMPOUNDING AND CREDITING. Interest will be compounded monthly and will be credited to the account monthly. If you close your account before interest is credited, you will not receive the accrued interest.

MINIMUM BALANCE REQUIREMENTS. You must deposit \$100.00 to open this account. A monthly maintenance fee of \$15.00 will be imposed every month if the daily balance in the account falls below \$5,000.00 any day of the month, or the monthly average balance falls below \$10,000.00.

You must maintain a minimum daily balance of \$5,000.00 in the account each day to obtain the disclosed annual percentage yield. You will earn interest for every day during the period that your account equals or exceeds the minimum daily balance requirement.

PROCESSING ORDER. All credit transactions are processed first. Debits or withdrawals, from your account will be processed in order as follows: checks negotiated in the branches during the day, electronic items such as ATM and debit card transactions and pre-authorized transactions, and then all other checks. ATM and debit card transactions will post based on time stamp and preauthorized transactions based on smallest to largest amount. Checks will post in serial or sequence number order from smallest to largest regardless of the dollar amount of the check.

The processing order of these items is important because if there is not enough money in the account to pay for the items in the order they are processed in accordance with the processing order, there may be an overdraft on your account which may result in overdraft or non-sufficient funds fees or an increase in the amount of these fees.

BALANCE COMPUTATION METHOD. We use the daily balance method to calculate 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 on the business day you deposit noncash items (for example, checks).

TRANSACTION LIMITATIONS. Monthly transaction limits apply to this account. Excess transaction fees are imposed when processed items exceed 250 and/or cash deposited exceeds \$7,500.00. Excess item fee is \$0.45 per excess item presented. Excess cash activity fee is \$0.0016 per \$1.00 in excess cash deposited. Items processed consist of deposits, checks deposited, checks paid, ACH debits and ACH credits.

FEES AND CHARGES. Please refer to the separate fee schedule provided to you with this disclosure for information about fees and charges associated with this account. A fee schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

CURRENT RATE INFORMATION. The rate(s) and annual percentage yield(s) disclosed above were offered within the most recent seven calendar days and were accurate as of 08/01/2024. To obtain the current rate(s) and annual percentage yield information, please call (844) 265-7622.

DENTAL MEDICAL PROFESSIONAL CHECKING

MINIMUM BALANCE REQUIREMENTS. You must deposit \$100.00 to open this account.

A monthly maintenance fee of \$15.00 will be imposed every month if the monthly average balance falls below \$15,000.00.

PROCESSING ORDER. All credit transactions are processed first. Debits or withdrawals, from your account will be processed in order as follows: checks negotiated in the branches during the day, electronic items such as ATM and debit card transactions and pre-authorized transactions, and then all other checks. ATM and debit card transactions will post based on time stamp and preauthorized transactions based on smallest to largest amount. Checks will post in serial or sequence number order from smallest to largest regardless of the dollar amount of the check.

The processing order of these items is important because if there is not enough money in the account to pay for the items in the order they are processed in accordance with the processing order, there may be an overdraft on your account which may result in overdraft or non-sufficient funds fees or an increase in the amount of these fees.

TRANSACTION LIMITATIONS. Monthly transaction limits apply to this account. Excess transaction fees are imposed when processed items exceed 200 and/or cash deposited exceeds \$5,000.00. Excess item fee is \$0.20 per excess item presented. Excess cash activity fee is \$1.25 per \$1,000.00 in excess cash deposited. Items processed consist of deposits, checks deposited, checks paid, ACH debits and ACH credits.

FEES AND CHARGES. Please refer to the separate fee schedule provided to you with this disclosure for information about fees and charges associated with this account. A fee schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

ENTERPRISE CHECKING

MINIMUM BALANCE REQUIREMENTS. You must deposit \$100.00 to open this account.

A monthly maintenance fee of \$50.00 will be imposed every month if the monthly average balance falls below \$50,000.00.

PROCESSING ORDER. All credit transactions are processed first. Debits or withdrawals, from your account will be processed in order as follows: checks negotiated in the branches during the day, electronic items such as ATM and debit card transactions and pre-authorized transactions, and then all other checks. ATM and debit card transactions will post based on time stamp and preauthorized transactions based on smallest to largest amount. Checks will post in serial or sequence number order from smallest to largest regardless of the dollar amount of the check.

The processing order of these items is important because if there is not enough money in the account to pay for the items in the order they are processed in accordance with the processing order, there may be an overdraft on your account which may result in overdraft or non-sufficient funds fees or an increase in the amount of these fees.

TRANSACTION LIMITATIONS. Monthly transaction limits apply to this account. Excess transaction fees are imposed when processed items exceed 400. Excess item fee is \$0.50 per excess item presented. Items processed consist of deposits, checks deposited, checks paid, ACH debits and ACH credits. Cash activity fee is \$1.25 per \$1,000.00 in cash deposited.

FEES AND CHARGES. Please refer to the separate fee schedule provided to you with this disclosure for information about fees and charges associated with this account. A fee schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

ENTERPRISE PLUS CHECKING

MINIMUM BALANCE REQUIREMENTS. You must deposit \$100.00 to open this account.

A monthly maintenance fee of \$100.00 will be imposed every month if the monthly average balance falls below \$100,000.00.

PROCESSING ORDER. All credit transactions are processed first. Debits or withdrawals, from your account will be processed in order as follows: checks negotiated in the branches during the day, electronic items such as ATM and debit card transactions and pre-authorized transactions, and then all other checks. ATM and debit card transactions will post based on time stamp and preauthorized transactions based on smallest to largest amount. Checks will post in serial or sequence number order from smallest to largest regardless of the dollar amount of the check.

The processing order of these items is important because if there is not enough money in the account to pay for the items in the order they are processed in accordance with the processing order, there may be an overdraft on your account which may result in overdraft or non-sufficient funds fees or an increase in the amount of these fees.

TRANSACTION LIMITATIONS. Monthly transaction limits apply to this account. Excess transaction fees are imposed when processed items exceed 600. Excess item fee is \$0.50 per excess item presented. Items processed consist of deposits, checks deposited, checks paid, ACH debits and ACH credits. Cash activity fee is \$1.25 per \$1,000.00 in cash deposited.

FEES AND CHARGES. Please refer to the separate fee schedule provided to you with this disclosure for information about fees and charges associated with this account. A fee schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

IOLTA ATTORNEY CLIENT TRUST

ELIGIBILITY REQUIREMENTS. You must maintain your general and/or operating account with California Bank of Commerce, N.A.

RATE INFORMATION. If your daily balance is equal to or greater than \$1.00 the interest rate on your account is 0.150% with an annual percentage yield of 0.15%.

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 every day.

Limitations on Rate Changes. There are no maximum or minimum interest rate limits for this account.

COMPOUNDING AND CREDITING. Interest will be compounded monthly and will be credited to the account monthly. If you close your account before interest is credited, you will not receive the accrued interest.

MINIMUM BALANCE REQUIREMENTS. You must deposit \$100.00 to open this account. You must maintain a minimum daily balance of \$1.00 in the account each day to obtain the disclosed annual percentage yield. You will earn interest for every day during the period that your account equals or exceeds the minimum daily balance requirement.

PROCESSING ORDER. All credit transactions are processed first. Debits or withdrawals from your account will be processed in order as follows: checks negotiated in the branches during the day, electronic items such as ATM and debit card transactions and pre-authorized transactions, and then all other checks. ATM and debit card transactions will post based on time stamp and preauthorized transactions based on smallest to largest amount. Checks will post in serial or sequence number order from smallest to largest regardless of the dollar amount of the check.

The processing order of these items is important because if there is not enough money in the account to pay for the items in the order they are processed in accordance with the processing order, there may be an overdraft on your account which may result in overdraft or non-sufficient funds fees or an increase in the amount of these fees.

BALANCE COMPUTATION METHOD. We use the daily balance method to calculate 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 on the business day you deposit noncash items (for example, checks).

TRANSACTION LIMITATIONS. No transaction limitations apply to this account.

ADDITIONAL INFORMATION REGARDING YOUR ACCOUNT. After interest is credited to the account, interest will then be automatically transferred to the State Bar of California Legal Services Trust Fund Program.

FEES AND CHARGES. Please refer to the separate fee schedule provided to you with this disclosure for information about fees and charges associated with this account. A fee schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

CURRENT RATE INFORMATION. The rate(s) and annual percentage yield(s) disclosed above were offered within the most recent seven calendar days and were accurate as of 08/01/2024. To obtain the current rate(s) and annual percentage yield information, please call (844) 265-7622.

PERSONAL CHECKING

MINIMUM BALANCE REQUIREMENTS. You must deposit \$100.00 to open this account.

A monthly maintenance fee of \$8.00 will be imposed every month if the daily balance in the account falls below \$1,500.00 any day of the month, or the monthly average balance falls below \$3,000.00.

PROCESSING ORDER. All credit transactions are processed first. Debits or withdrawals, from your account will be processed in order as follows: checks negotiated in the branches during the day, electronic items such as ATM and debit card transactions and pre-authorized transactions, and then all other checks. ATM and debit card transactions will post based on time stamp and preauthorized transactions based on smallest to largest amount. Checks will post in serial or sequence number order from smallest to largest regardless of the dollar amount of the check.

The processing order of these items is important because if there is not enough money in the account to pay for the items in the order they are processed in accordance with the processing order, there may be an overdraft on your account which may result in overdraft or non-sufficient funds fees or an increase in the amount of these fees.

TRANSACTION LIMITATIONS. No transaction limitations apply to this account.

FEES AND CHARGES. Please refer to the separate fee schedule provided to you with this disclosure for information about fees and charges associated with this account. A fee schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

TRUTH IN SAVINGS DISCLOSURE**VIP CHECKING**

TIERED VARIABLE RATE INFORMATION. If your daily balance is equal to or greater than \$0.01 but less than \$1,000.00, the interest rate paid on the entire balance in your account will be 0.000%, with an annual percentage yield of 0.00%.

If your daily balance is equal to or greater than \$1,000.00 but less than \$25,000.00, the interest rate paid on the entire balance in your account will be 0.010%, with an annual percentage yield of 0.01%.

If your daily balance is equal to or greater than \$25,000.00 but less than \$100,000.00, the interest rate paid on the entire balance in your account will be 0.020%, with an annual percentage yield of 0.02%.

If your daily balance is equal to or greater than \$100,000.00 but less than \$500,000.00, the interest rate paid on the entire balance in your account will be 0.030%, with an annual percentage yield of 0.03%.

If your daily balance is equal to or greater than \$500,000.00, the interest rate paid on the entire balance in your account will be 0.050%, with an annual percentage yield of 0.05%.

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 every day.

Limitations on Rate Changes. There are no maximum or minimum interest rate limits for this account.

COMPOUNDING AND CREDITING. Interest will be compounded monthly and will be credited to the account monthly. If you close your account before interest is credited, you will not receive the accrued interest.

MINIMUM BALANCE REQUIREMENTS. You must deposit \$100.00 to open this account. A monthly maintenance fee of \$20.00 will be imposed every month if the daily balance in the account falls below \$2,500.00 any day of the month, or the monthly average balance falls below \$5,000.00.

You must maintain a minimum daily balance of \$1,000.00 in the account each day to obtain the disclosed annual percentage yield. You will earn interest for every day during the period that your account equals or exceeds the minimum daily balance requirement.

PROCESSING ORDER. All credit transactions are processed first. Debits or withdrawals, from your account will be processed in order as follows: checks negotiated in the branches during the day, electronic items such as ATM and debit card transactions and pre-authorized transactions, and then all other checks. ATM and debit card transactions will post based on time stamp and preauthorized transactions based on smallest to largest amount. Checks will post in serial or sequence number order from smallest to largest regardless of the dollar amount of the check.

The processing order of these items is important because if there is not enough money in the account to pay for the items in the order they are processed in accordance with the processing order, there may be an overdraft on your account which may result in overdraft or non-sufficient funds fees or an increase in the amount of these fees.

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

ACCUAL OF INTEREST ON NONCASH DEPOSITS. Interest begins to accrue on the business day you deposit noncash items (for example, checks).

TRANSACTION LIMITATIONS. No transaction limitations apply to this account.

ADDITIONAL INFORMATION REGARDING YOUR ACCOUNT. Withdrawal surcharges at non-California Bank of Commerce ATM's will be reimbursed with a maximum of \$25.00 per statement period. VIP clients qualify for one free order of 80 Corporate image checks per year.

FEES AND CHARGES. Please refer to the separate fee schedule provided to you with this disclosure for information about fees and charges associated with this account. A fee schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

CURRENT RATE INFORMATION. The rate(s) and annual percentage yield(s) disclosed above were offered within the most recent seven calendar days and were accurate as of 08/01/2024. To obtain the current rate(s) and annual percentage yield information, please call (844) 265-7622.

PREMIUM MONEY MARKET
***BUSINESS or PERSONAL**

TIERED VARIABLE RATE INFORMATION. If your daily balance is equal to or greater than \$0.01 but less than \$1,000.00, the interest rate paid on the entire balance in your account will be 0.000%, with an annual percentage yield of 0.00%.

If your daily balance is equal to or greater than \$1,000.00 but less than \$25,000.00, the interest rate paid on the entire balance in your account will be 0.030%, with an annual percentage yield of 0.03%.

If your daily balance is equal to or greater than \$25,000.00 but less than \$100,000.00, the interest rate paid on the entire balance in your account will be 0.150%, with an annual percentage yield of 0.15%.

If your daily balance is equal to or greater than \$100,000.00 but less than \$250,000.00, the interest rate paid on the entire balance in your account will be 0.670%, with an annual percentage yield of 0.67%.

If your daily balance is equal to or greater than \$250,000.00 but less than \$500,000.00, the interest rate paid on the entire balance in your account will be 0.720%, with an annual percentage yield of 0.72%.

If your daily balance is equal to or greater than \$500,000.00 but less than \$1,000,000.00, the interest rate paid on the entire balance in your account will be 0.970%, with an annual percentage yield of 0.97%.

If your daily balance is equal to or greater than \$1,000,000.00, the interest rate paid on the entire balance in your account will be 1.190%, with an annual percentage yield of 1.20%.

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 every day.

Limitations on Rate Changes. There are no maximum or minimum interest rate limits for this account.

COMPOUNDING AND CREDITING. Interest will be compounded monthly and will be credited to the account monthly. If you close your account before interest is credited, you will not receive the accrued interest.

MINIMUM BALANCE REQUIREMENTS. You must deposit \$1,000.00 to open this account.

A monthly maintenance fee of \$10.00 will be imposed every month if the daily balance in the account falls below \$2,500.00 any day of the month, or the monthly average balance falls below \$5,000.00.

PROCESSING ORDER. All credit transactions are processed first. Debits or withdrawals, from your account will be processed in order as follows: checks negotiated in the branches during the day, electronic items such as ATM and debit card transactions and pre-authorized transactions, and then all other checks. ATM and debit card transactions will post based on time stamp and preauthorized transactions based on smallest to largest amount. Checks will post in serial or sequence number order from smallest to largest regardless of the dollar amount of the check.

The processing order of these items is important because if there is not enough money in the account to pay for the items in the order they are processed in accordance with the processing order, there may be an overdraft on your account which may result in overdraft or non-sufficient funds fees or an increase in the amount of these fees.

BALANCE COMPUTATION METHOD. We use the daily balance method to calculate 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 on the business day you deposit noncash items (for example, checks).

TRANSACTION LIMITATIONS. You are limited to six transactions from each money market and/or savings type account(s) you have each calendar month or statement cycle of at least four weeks for purposes of making a payment to a third party or by use of a telephone or computer. These transactions include checks, telephone transfers, online transfers, and preauthorized electronic transfers to third parties (including Point of Sale transactions) from money market and savings type accounts.

A \$10.00 Excess Transaction fee will be imposed for each item over the allotted six authorized transactions per calendar month or statement cycle of at least four weeks.

Withdrawals made in person in the branch or ATM are unlimited.

FEES AND CHARGES. Please refer to the separate fee schedule provided to you with this disclosure for information about fees and charges associated with this account. A fee schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

CURRENT RATE INFORMATION. The rate(s) and annual percentage yield(s) disclosed above were offered within the most recent seven calendar days and were accurate as of 08/01/2024. To obtain the current rate(s) and annual percentage yield information, please call (844) 265-7622.

TRUTH IN SAVINGS DISCLOSURE**ONE RATE PREMIUM MONEY MARKET**
***BUSINESS or PERSONAL**

TIERED VARIABLE RATE INFORMATION. If your daily balance is equal to or greater than \$0.01 but less than \$1,000.00, the interest rate paid on the entire balance in your account will be 0.000%, with an annual percentage yield of 0.00%.

If your daily balance is greater than \$1,000.00 the interest rate on the entire balance in your account will be 0.020%, with an annual percentage yield of 0.02%.

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 every day.

Limitations on Rate Changes. There are no maximum or minimum interest rate limits for this account.

COMPOUNDING AND CREDITING. Interest will be compounded monthly and will be credited to the account monthly. If you close your account before interest is credited, you will not receive the accrued interest.

MINIMUM BALANCE REQUIREMENTS. You must deposit \$100.00 to open this account.

A monthly maintenance fee of \$10.00 will be imposed every month if the daily balance in the account falls below \$2,500.00 any day of the month, or the monthly average balance falls below \$5,000.00.

You must maintain a minimum daily balance of \$1,000.00 in the account each day to obtain the disclosed annual percentage yield. You will earn interest for every day during the period that your account equals or exceeds the minimum daily balance requirement.

PROCESSING ORDER. All credit transactions are processed first. Debits or withdrawals, from your account will be processed in order as follows: checks negotiated in the branches during the day, electronic items such as ATM and debit card transactions and pre-authorized transactions, and then all other checks. ATM and debit card transactions will post based on time stamp and preauthorized transactions based on smallest to largest amount. Checks will post in serial or sequence number order from smallest to largest regardless of the dollar amount of the check.

The processing order of these items is important because if there is not enough money in the account to pay for the items in the order they are processed in accordance with the processing order, there may be an overdraft on your account which may result in overdraft or non-sufficient funds fees or an increase in the amount of these fees.

BALANCE COMPUTATION METHOD. We use the daily balance method to calculate 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 on the business day you deposit noncash items (for example, checks).

TRANSACTION LIMITATIONS. You are limited to six transactions from each money market and/or savings type account(s) you have each calendar month or statement cycle of at least four weeks for purposes of making a payment to a third party or by use of a telephone or computer. These transactions include checks, telephone transfers, online transfers, and preauthorized electronic transfers to third parties (including Point of Sale transactions) from money market and savings type accounts.

A \$10.00 Excess Transaction fee will be imposed for each item over the allotted six authorized transactions per calendar month or statement cycle of at least four weeks.

Withdrawals made in person in the branch or ATM are unlimited.

FEES AND CHARGES. Please refer to the separate fee schedule provided to you with this disclosure for information about fees and charges associated with this account. A fee schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

CURRENT RATE INFORMATION. The rate(s) and annual percentage yield(s) disclosed above were offered within the most recent seven calendar days and were accurate as of 08/01/2024. To obtain the current rate(s) and annual percentage yield information, please call (844) 265-7622.

ESCROW RETENTION SAVINGS

RATE INFORMATION. The interest rate listed in each tier will be paid on the entire balance in your account.

Tier	Daily Balance Range	Interest Rate	Annual Percentage Yield (APY)
1	Below \$200,000.00	1.000%	1.00%
2	Equal to or greater than \$200,000.00 but less than \$1,000,000.00	2.000%	2.02%
3	Equal to or greater than \$1,000,000.00 but less than \$3,000,000.00	3.000%	3.04%
4	Equal to or greater than \$3,000,000.00	3.500%	3.56%

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 every day.

Limitations on Rate Changes. There are no maximum or minimum interest rate limits for this account.

COMPOUNDING AND CREDITING. Interest will be compounded monthly and will be credited to the account monthly. If you close your account before interest is credited, you will not receive the accrued interest.

MINIMUM BALANCE REQUIREMENTS. You must deposit \$1,000.00 to open this account.

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

ACCRUAL ON NONCASH DEPOSITS. Interest begins to accrue on the business day you deposit noncash items (for example, checks).

TRANSACTION LIMITATIONS. You are limited to six transaction from each money market and/or savings type account(s) you have each calendar month or statement cycle of at least four weeks for purposes of making a payment to a third party or by use of a telephone or computer. These transactions included checks, telephone transfers, online transfers, and preauthorized electronic transfers to third parties (including Point of Sale transactions) from money market and savings type accounts.

A \$10.00 Excess Transaction fee will be imposed for each item over the allotted six authorized transactions per calendar month or statement cycle of at least 4 weeks.

Withdrawals made in person in the branch or ATM are unlimited.

ADDITIONAL INFORMATION REGARDING YOUR ACCOUNT. Your statement will be generated on a monthly basis.

PROCESSING ORDER. All credit transactions are processed first. Debits or withdrawals from your account will be processed in order they are received.

CURRENT RATE INFORMATION. The rate(s) and annual percentage yield(s) disclosed above were offered within the most recent seven calendar days, and were accurate as of 07/19/2024. To obtain the current rate(s) and annual percentage yield information, please call (844)265-7622.

FEES AND CHARGES. Please refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

TRUTH IN SAVINGS DISCLOSURE**SAVINGS**
***BUSINESS or PERSONAL**

RATE INFORMATION. If your daily balance is equal to or greater than \$0.01 but less than \$500.00, the interest rate paid on the entire balance in your account will be 0.000%, with an annual percentage yield of 0.00%.

If your daily balance is equal to or greater than \$500.00, the interest rate paid on the entire balance in your account will be 0.010%, with an annual percentage yield of 0.01%.

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 every day.

Limitations on Rate Changes. There are no maximum or minimum interest rate limits for this account.

COMPOUNDING AND CREDITING. Interest will be compounded monthly and will be credited to the account monthly. If you close your account before interest is credited, you will not receive the accrued interest.

MINIMUM BALANCE REQUIREMENTS. You must deposit \$100.00 to open this account.

A monthly maintenance fee of \$5.00 will be imposed every month if the daily balance on any day of the month falls below \$500.00.

You must maintain a minimum daily balance of \$500.00 in the account each day to obtain the disclosed annual percentage yield. You will earn interest for every day during the period that your account equals or exceeds the minimum daily balance requirement.

PROCESSING ORDER. All credit transactions are processed first. Debits or withdrawals from your account will be processed in the order they are received.

BALANCE COMPUTATION METHOD. We use the daily balance method to calculate 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 on the business day you deposit noncash items (for example, checks).

TRANSACTION LIMITATIONS. You are limited to six transactions from each money market and/or savings type account(s) you have each calendar month or statement cycle of at least four weeks for purposes of making a payment to a third party or by use of a telephone or computer. These transactions include checks, telephone transfers, online transfers, and preauthorized electronic transfers to third parties (including Point of Sale transactions) from money market and savings type accounts.

A \$10.00 Excess Transaction fee will be imposed for each item over the allotted six authorized transactions per calendar month or statement cycle of at least four weeks.

Withdrawals made in person in the branch or ATM are unlimited.

ADDITIONAL INFORMATION REGARDING YOUR ACCOUNT. Your statement will be generated on a quarterly basis unless an electronic transaction is posted to your account during the calendar month at which point a statement will be generated for that month.

FEES AND CHARGES. Please refer to the separate fee schedule provided to you with this disclosure for information about fees and charges associated with this account. A fee schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

CURRENT RATE INFORMATION. The rate(s) and annual percentage yield(s) disclosed above were offered within the most recent seven calendar days and were accurate as of 08/01/2024. To obtain the current rate(s) and annual percentage yield information, please call (844) 265-7622.



TRUTH IN SAVINGS DISCLOSURE

CERTIFICATE OF DEPOSIT LESS THAN \$100,000

RATE INFORMATION. The interest rate and annual percentage yield on your account will be determined on date Certificate of Deposit is opened. You will be paid this rate until maturity.

TERM OF ACCOUNT. Certificates of Deposit can be opened for terms between 90 days and 60 months.

MATURITY DATE. Your account will mature on the final date of your established term.

COMPOUNDING AND CREDITING. Interest will be compounded monthly and will be credited to the account monthly. The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings. If interest is credited to another account this may reduce earnings and may negate the effect of interest compounding. If you close your account before interest is credited, you will receive the accrued interest.

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

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

ACCUAL OF INTEREST ON NONCASH DEPOSITS. Interest begins to accrue on the business day you deposit noncash items (for example, checks).

TRANSACTION LIMITATIONS. You may not make deposits into your account or withdrawals from your account until the maturity date. Any withdrawals made prior to the maturity date are subject to early withdrawal penalties.

EARLY WITHDRAWAL PENALTY. We will impose a penalty if you withdraw any principal before the maturity date. The penalty imposed will be equal to 90 days interest for CD's with terms of 3 months to 11 months and 180 days interest for CD's with terms of 12 months or greater. If there is not sufficient accrued or capitalized interest to cover the calculated penalty amount, any remaining portion of the penalty will be deducted from the principal balance in the account.

RENEWAL POLICY. Your account will automatically renew on the stated maturity date of its term. Such renewal will be for a time period equal or similar to the original term and subject to those terms and conditions. Interest for that renewal term will be paid at the interest rate then in effect at this financial institution for similar accounts. You will have a grace period of 10 calendar days after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty. The account will not accrue interest during the grace period. If your account is renewed, then interest will accrue from the maturity date using the new interest rate in effect.

In the event of a non-renewable account interest will not be paid after maturity.

CURRENT RATE INFORMATION. To obtain the current rate(s) and annual percentage yield information, please call (844) 265-7622.

TRUTH IN SAVINGS DISCLOSURE



CERTIFICATE OF DEPOSIT \$100,000 OR GREATER

RATE INFORMATION. The interest rate and annual percentage yield on your account will be determined on date Certificate of Deposit is opened. You will be paid this rate until maturity.

TERM OF ACCOUNT. Certificates of Deposit can be opened for terms between 90 days and 60 months.

MATURITY DATE. Your account will mature on the final date of your established term.

COMPOUNDING AND CREDITING. Interest will be compounded monthly and will be credited to the account monthly. The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings. If interest is credited to another account this may reduce earnings and may negate the effect of interest compounding. If you close your account before interest is credited, you will receive the accrued interest.

MINIMUM BALANCE REQUIREMENTS. You must deposit \$100,000 to open this account.

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

ACCUAL OF INTEREST ON NONCASH DEPOSITS. Interest begins to accrue on the business day you deposit noncash items (for example, checks).

TRANSACTION LIMITATIONS. You may not make deposits into your account or withdrawals from your account until the maturity date. Any withdrawals made prior to the maturity date are subject to early withdrawal penalties.

EARLY WITHDRAWAL PENALTY. We will impose a penalty if you withdraw any principal before the maturity date. The penalty imposed will be equal to 90 days interest for CD's with terms of 3 months to 11 months and 180 days interest for CD's with terms of 12 months or greater. If there is not sufficient accrued or capitalized interest to cover the calculated penalty amount, any remaining portion of the penalty will be deducted from the principal balance in the account.

RENEWAL POLICY. Your account will automatically renew on the stated maturity date of its term. Such renewal will be for a time period equal or similar to the original term and subject to those terms and conditions. Interest for that renewal term will be paid at the interest rate then in effect at this financial institution for similar accounts. You will have a grace period of 10 calendar days after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty. The account will not accrue interest during the grace period. If your account is renewed, then interest will accrue from the maturity date using the new interest rate in effect.

In the event of a non-renewable account interest will not be paid after maturity.

CURRENT RATE INFORMATION. To obtain the current rate(s) and annual percentage yield information, please call (844) 265-7622.

FACTS

WHAT DOES CALIFORNIA BANK OF COMMERCE, N.A. DO WITH YOUR PERSONAL INFORMATION?

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and account balance(s)
- Credit history and transaction history
- Overdraft history and income

When you are *no longer* our customer, we continue to share your information as described in this notice.

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons **California Bank of Commerce** chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does California Bank of Commerce share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	No	We don't share
For non-affiliates to market to you	No	We don't share

Questions?

Call 844-265-7622 or go to: <https://www.californiabankofcommerce.com/>

Who we are

Who is providing this notice?

California Bank of Commerce, N.A.

What we do

How does California Bank of Commerce protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does California Bank of Commerce collect my personal information?

We collect your personal information, for example, when you

- open an account or show your driver's license
- give us your contact information or apply for a loan
- make deposit(s) or withdrawal(s) from your account(s)

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes—information about your creditworthiness
- affiliates from using your information to market to you
- sharing for non-affiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and non-financial companies.

- ***Our affiliates include our parent company California BanCorp.***

Non-affiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- ***California Bank of Commerce does not share with non-affiliates so they can market to you.***

Joint marketing

A formal agreement between non-affiliated financial companies that together market financial products or services to you.

- ***California Bank of Commerce doesn't jointly market.***

Other important information

In compliance with Division 1.4. California Financial Information Privacy Act, California Bank of Commerce does not share your information with other companies unless stated or allowed by law. Please also refer to our Privacy page <https://www.californiabankofcommerce.com/> for your rights under the California Consumer Privacy Act (CCPA).

CALIFORNIA BANK OF COMMERCE SCHEDULE OF FEES & CHARGES FOR BUSINESSES

Effective August 1, 2024

Bill Payment Service Bill Payment Service	No monthly service fee charged
Cashier's Check Fee	\$10.00 per check
Check Images on CD-ROM	\$35.00 per month per account
Collection Items Outgoing Collection Fee Incoming Collection Fee	Per quote \$25.00 per item
Debit Card Services Card Replacement Card Rush Delivery Non-California Bank of Commerce ATM withdrawal	\$5.00 per request \$40.00 per request No surcharge assessed by California Bank of Commerce, a surcharge may be assessed by the operator of the ATM
Excess Transaction Fee	\$10.00 per item over allotted number allowed Refer to Truth in Savings disclosures for transaction limitations on Money Market and Savings products
Foreign Check Deposited	\$7.50 per check
Legal Process Fee	\$100.00
Night Drop Service Annual Service Fee Deposit Bags	This service is not available at all locations \$35.00 At cost
Research & Reconciliation Research Fee Photocopies – Check, Statement, or other document	\$25.00 per hour \$1.50 per page
Statement with Cancelled Check Images Cancelled Check Image Fee (Paper Statement) Cancelled Check Image Fee (Electronic Statement)	\$5.00 per month per account No Charge
Stop Payment Service Online Stop Payment Fee (<i>Applies to Checks only</i>) Stop Payment Fee (<i>Placed through Branch</i>) ACH Stop Payment Fee	\$10.00 per stop \$30.00 per stop \$30.00 per stop
Wire Processing Service Incoming Wire Fee Outgoing Wire Fee Outgoing Int'l FX Wire Fee Outgoing Int'l USD Wire Fee Outgoing Wire Fee - Online Outgoing Int'l USD Wire Fee - Online Outgoing Int'l FX Wire Fee – Online Online Banking Wire Transfer Module Fee	\$15.00 per wire \$30.00 per wire \$35.00 per wire \$40.00 per wire \$10.00 per wire \$20.00 per wire \$35.00 per wire \$10.00 per month

**NON-SUFFICIENT FUNDS (NSF), UNAVAILABLE FUNDS (UNA) & OVERDRAFT (OD)
FEES & POLICY**

NSF Returned Item Fee – item is returned unpaid	\$34.00 per item
Overdraft Paid Item Fee – item is paid, account over drafted (OD)	\$34.00 per item
UNA Returned Item Fee – item is returned unpaid	\$34.00 per item
UNA Paid Item Fee – item is paid	\$34.00 per item
Maximum Daily NSF/OD/UNA Fees	\$170.00 per day
Low Overdraft Balance Item – NSF or UNA	No Charge
What is considered a Low Overdraft Balance Item?	Any NSF or UNA item that causes the account to become overdrawn by \$30.00 or less.
Item Processing Order	Checks negotiated in the branches during the day will be processed first. All other checks will be paid in the order of smallest to largest serial/check number regardless of the dollar amount of the check. All other items will be paid in the order of which they are presented to the bank.

CALIFORNIA BANK OF COMMERCE SCHEDULE OF FEES & CHARGES FOR CONSUMERS
Effective August 1, 2024

Bill Payment Service Retail Bill Payment	Offered at no charge
Cashier's Check Fee	\$10.00 per check
Check Printing	Charges vary by style and quantity ordered VIP clients qualify for one free order of 150 Corporate Image checks per year
Collection Items Outgoing Collection Fee Incoming Collection Fee	Per quote \$25.00 per item
Debit Card Services Card Replacement Fee Card Rush Delivery Fee Non-California Bank of Commerce ATM withdrawal	\$5.00 per request \$40.00 per request No surcharge assessed by California Bank of Commerce; a surcharge may be assessed by the operator of the ATM.
Excess Transaction Fee	\$10.00 per item over allotted number allowed Refer to Truth in Savings disclosures for transaction limitations on Money Market and Savings products
Foreign Check Deposited	\$7.50 per check
Legal Process Fee	\$100.00
Night Drop Service Annual Service Fee Deposit Bags	This service is not available at all locations \$35.00 At cost
Research & Reconciliation Research Fee Photocopies – Check, Statement, or other document	\$25.00 per hour \$1.50 per page
Statement with Cancelled Check Images Cancelled Check Image Fee (Paper Statement) Cancelled Check Image Fee (Electronic Statement)	\$2.50 per month per account No Charge
Stop Payment Service Online Stop Payment Fee (<i>Applies to Checks only</i>) Stop Payment Fee (<i>Placed through Branch</i>) ACH Stop Payment Fee	\$10.00 per stop \$30.00 per stop \$30.00 per stop
Wire Processing Service Incoming Wire Fee Outgoing Wire Fee Outgoing Int'l FX Wire Fee Outgoing Int'l USD Wire Fee	\$15.00 per wire \$30.00 per wire \$35.00 per wire \$40.00 per wire

**NON-SUFFICIENT FUNDS (NSF), UNAVAILABLE FUNDS (UNA) & OVERDRAFT (OD)
FEES & POLICY**

NSF Returned Item Fee – item is returned unpaid	\$34.00 per item
Overdraft Paid Item Fee – item is paid, and account is over drafted (OD)	\$34.00 per item
UNA Returned Item Fee – item is returned unpaid	\$34.00 per item
UNA Paid Item Fee – item is paid	\$34.00 per item
Maximum Daily NSF/OD/UNA Fees	\$170.00 per day
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