



**Western Alliance  
Bank®**

Member FDIC

**Divisions:**

Alliance Association Bank

Alliance Bank of Arizona

Bank of Nevada

Bridge Bank

First Independent Bank

Torrey Pines Bank

**Subsidiaries:**

AmeriHome Mortgage

# **Deposit Account Agreement and Disclosure**

Effective October 2023





For purposes of this **Deposit Account Agreement and Disclosure**, the terms “you” and “yours” may refer to each and all of the deposit account owners and/or the authorized signers on such deposit accounts, as the context requires. Western Alliance Bank and its divisions, including Alliance Association Bank, Alliance Bank of Arizona, Bank of Nevada, Bridge Bank, First Independent Bank, and Torrey Pines Bank operate as a single financial institution and are collectively referred to as “**Bank**.” This Deposit Account Agreement and Disclosure, along with the applicable Schedule, signature card and other account opening documents, form the binding contract that governs your Accounts. Please be sure to read the Agreement carefully and keep a copy for your records.

This Agreement is applicable to new and existing Accounts and replaces all prior versions applicable to your Account, including any verbal or written statements or representations. All owners of and authorized signers on an Account(s), as well as individuals authorized to make withdrawals on those Account(s) and/or are designated by Account owners as online banking users for the Account(s) (in addition to any applicable online banking terms and conditions), agree to be bound by and are subject to the terms and conditions contained in this Agreement, as may be amended from time to time, when each signs or is identified on the applicable signature card/list, resolution, or other authoritative document acceptable to Bank, or uses the Account. You are responsible for ensuring that any authorized signer or user is familiar with this Agreement and understands their obligations thereunder.

Bank provides a copy of this Agreement to you when you open your Account(s). Bank may change this Agreement at any time, by adding, amending, or deleting existing terms and conditions. Bank generally sends advance notice of any adverse change, which may be included on the relevant Account statement or in a separate mailing. However, if a change does not adversely affect you or is made for security reasons, Bank may make the change at any time without advance or other notice. If you do not agree with the change, you may close your Account(s). However, if you continue to use your Account(s) and keep it open, you accept and agree to the change. You may request a copy of this Agreement at any time by contacting Client Care at the contact information provided below or print a copy of this Agreement by visiting <https://www.westernalliancebankcorporation.com/privacy-legal-home/terms-notice>.

Notwithstanding the titling of your Account(s) or whether you act in a fiduciary or similar capacity with respect to funds deposited with Bank, this Agreement and the deposit relationship do not create a fiduciary, quasi-fiduciary or special relationship between you and the Bank. The Bank only owes you a duty of ordinary care.

Please note there may be differences in hours of service, fees, products, and limitations within some services between the divisions of the Bank. The differences may be driven by local market conditions or risks associated with specific geographic markets.

This Agreement contains various capitalized or defined terms that have specific meanings. Some defined terms are defined within the section in which they are used. More frequently used defined terms may be found in the Glossary at the end of this Agreement.

# Deposit Account Agreement and Disclosure

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## IMPORTANT INFORMATION ABOUT COMMUNICATIONS FROM BANK

You may receive communications from Bank, such as statements, notices, letters, interest checks, or other types of correspondence, with the name of Western Alliance Bank or with the trade name of a Bank division. Either version of this branding on correspondence is accurate. Divisional trade names are used for the purpose of promoting the Bank's regional character and do not mean that deposits held by different divisions are separately insured. See the **FDIC Insurance** section below for additional information in deposit insurance.

## IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

### Identity Verification

Federal law requires all financial institutions to obtain, verify, and record information that identifies each person or business that opens an Account. What this means for you: When you open an Account, Bank will ask for your name, address, date of birth, taxpayer identification number ("**TIN**"), and other information that will allow Bank to identify you. Bank may also ask to see your driver's license, government-issued photo identification, or other identifying documents as may be deemed appropriate to verify your identity as the customer. This information may be required for all individuals who are deemed owners of the Account, acting as agent (e.g., as a control person) on behalf of the Account owner, named as beneficiary on the Account, or otherwise associated with the Account regardless of manner. Bank may require additional information when or after you open the Account to comply with "Know Your Customer" requirements and, as such, may restrict or close your Account if it is unable to obtain information in order to satisfy such requirements. Bank may require identifying information regarding the beneficial owners of Bank's legal entity customers. By opening an Account with Bank, you confirm that neither you nor any beneficial owner of any Account is covered by any sanctions programs administered or enforced by the OFAC. In the event the Account funds prior to Bank verifying the identifying information provided, Bank may restrict access to the funds in the Account until it has been able to verify your identity to its satisfaction. If Bank is not able to verify your identity to its satisfaction, Bank will not open your Account or it may close the Account, without any liability to you.

### Tax Information

In addition to using your TIN for identity verification purposes, Bank is required to report annually to you and the IRS the interest earned on your Account if it is equal to \$10 or more, subject to certain exceptions. When you open an Account, the Bank is required to obtain, and each U.S. citizen or resident alien must give Bank, a certified TIN and information regarding your **backup withholding** status. In some circumstances, federal law requires Bank to withhold and pay to the IRS a percentage of the interest that is earned on funds in your Accounts. This is known as backup withholding. Interest includes dividends and bonus payments made to you in conjunction with your Account. Bank will not have to withhold interest payments when you open your Account if you certify that: your TIN is correct; you are a U.S. citizen or other U.S. person (as defined on IRS Form W-9); you are not subject to backup withholding because (i) you are exempt from backup withholding (ii) have not been notified by the IRS that you are subject to backup withholding as a result of a failure to report

all interest or dividends, or (ii) the IRS has notified you that you are no longer subject to backup withholding; and (if applicable) the FACTA code(s) entered are correct. Bank may subsequently be required to begin backup withholding if the IRS informs Bank that you supplied an incorrect TIN or that you underreported your interest income.

## **FDIC INSURANCE**

The Bank is an insured depository institution under the Federal Deposit Insurance Corporation (“**FDIC**”). The divisions of Western Alliance Bank are not separately chartered or separate FDIC-insured banks; therefore, the FDIC insurance coverage extended to deposit clients of Bank is that of one insured bank.

Per the FDIC, all funds held in an account of an FDIC-insured institution are insured with coverage up to at least the Standard Maximum Deposit Insurance Amount (“**SMDIA**”) (which is currently \$250,000 per depositor, per ownership category at each FDIC-insured bank). The SMDIA is subject to change from time to time and you agree that it is your responsibility to independently determine the amount of FDIC insurance coverage available for your Accounts. For further information to determine specific insurance amounts for your Accounts, please go to the FDIC Electronic Deposit Insurance Estimator (“**EDIE**”) at this web address: [www.fdic.gov/edie](http://www.fdic.gov/edie).

## **ACCOUNT OWNERSHIP**

The classification of your Account as either a consumer or business account and the form of ownership for your Account is usually designated on the signature card or other account documentation you sign or accept when you open the Account. The type of Account ownership you choose may change how your funds are paid if you die, even if your will states otherwise. You should consult with your estate planning advisor or attorney about your choices. This Agreement will be binding on your personal representative, executors, administrators, and successors. Your Account is for your use only. It is not transferable and non-negotiable. You may not grant a security interest in, transfer, or assign your Account to anyone other than Bank without its written consent. If ownership is proposed to be transferred, Bank may require the Account be closed and a new Account opened in the name of the transferee or pledgee.

The following provisions describe the rules applicable to the various classifications and forms of ownership available. Only the provisions relating to the classification and form of ownership designated on the signature card or other account documentation apply to your Account. Consumer purpose accounts may not be used for business purposes.

### **Individual (Sole Owner) Account**

By opening an Account that is designated as an individual account on the signature card, you are considered by the Bank as the sole owner of the Account. You may designate another person(s) to write checks on the Account by adding them as an authorized signer or by granting them a limited power of attorney on a form acceptable to Bank without granting either individual any ownership interest in your account. Otherwise, you will be the only person authorized to use the Account.

### **Joint Account**

A consumer account opened by two or more persons is considered a “joint account.” Unless you designate otherwise on



the signature card, joint Account holders will be considered joint tenants with right of survivorship, where funds will immediately pass to the other joint Account holder upon the death of one of the Account holders.

Each joint Account holder, without the consent of any other Account holder, may, and hereby is authorized by every other joint Account holder, to make any transaction permitted under this Agreement, including without limitation:

1. To withdraw all or any part of the Account funds;
2. To pledge the Account funds as collateral to Bank for any obligation, whether that of one or more Account holders or of a third party;
3. To endorse and deposit checks and other items payable to any joint Account holder;
4. To give stop payment orders on any check or item, whether drawn by that Account holder or not;
5. To add additional owners to the Account; and
6. To close the Account, with the disbursement of Account proceeds as instructed by the joint Account holder.

For joint Accounts, each joint Account holder is authorized to act for the other Account holder(s) and Bank may accept orders and instructions regarding the Account from any joint Account holder. If Bank believes there to be a dispute between joint Account holders or Bank receives inconsistent instructions from the Account holders, Bank may suspend or close the Account, require a court order to act, and/or require all joint Account holders to agree in writing to any transaction concerning the Account.

Your obligations under this Agreement are joint and several. This means that each joint Account holder is fully and personally obligated under the terms of this Agreement, including liability for overdrafts and debit balances as set forth previously, irrespective of which joint Account holder benefited from the withdrawal. If you establish a joint Account with the signature of the other joint Account holder(s), you agree to hold Bank harmless for its reliance upon your designation of the other joint Account holder(s) listed in the Bank's records. Further, the Account is subject to the right of setoff as noted in the **Setoff and Security Interest** section of this Agreement.

### **Payable-on-Death Account**

For sole owner or joint Accounts, you may choose to make your Account payable on your death to one or more payable on death ("**POD**") beneficiaries, including through an informal or Totten trust. The applicable state law usually imposes requirements that must be met in order to create a POD account. You may be required to include certain words or letters in the Account title to create a POD account, such as: "payable on death," "POD," "in trust for," "ITF," "transfer on death", "TOD", or "Totten Trust". You are responsible for meeting any applicable state requirements for establishing a POD account; however, in the event those requirements are not met, Bank may treat the Account as if no POD beneficiary was named.

If you establish your Account as a POD account, the Account will remain payable to the Account holder(s) during his or her lifetime. The beneficiaries have no right to any funds in the Account during your lifetime. As the owner of the Account, you may withdraw money from the Account and, by written direction to Bank, change the beneficiary(ies) on the Account. Once Bank receives sufficient evidence of the death of the last Account holder, Bank will pay

the balance of the Account to the beneficiary or beneficiaries you designated. If there is more than one surviving beneficiary, the respective interest of each shall be deemed to be in equal shares, unless otherwise stated in Bank's Account records and as allowed by applicable state law. If there is no surviving beneficiary upon the death of the last trustee or Account holder, state law will determine ownership of the funds in the Account.

### **Business Account**

If the Account is not owned by a natural person(s) (*i.e.*, it is owned by a corporation, partnership, limited liability company, sole proprietorship, or unincorporated association), then the Account holder must provide Bank with evidence, to the Bank's satisfaction, of the authority of the individuals who sign the signature card to act on behalf of the Account holder. On any transactions involving the Account, Bank may act on the instructions of the person(s) authorized in the applicable corporate resolutions, banking agreement, or certificate of authority to act on behalf of the Account holder, including but not limited to authorized signers, authorized individuals, and online banking users. You agree to indemnify and hold Bank, its directors, officers, employees and agents harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorneys' fees, Bank may suffer or incur arising out of any action taken by any person with apparent authority to act on behalf of the Account holder or the Account(s). You agree to promptly notify Bank in writing of any changes in the person(s) authorized on behalf of or who make up the ownership of Account holder or on behalf of the Account(s). If Bank receives conflicting instructions or a dispute arises as to any authorization and/or ownership of the Account, you agree Bank may place a hold on the Account until such conflict or dispute is resolved to Bank's satisfaction and Bank will not be liable for dishonored items as a result of such hold.

### **Trust Account**

A trust account is an Account held in the name of a trust for the benefit of one or more beneficiaries according to a written trust agreement. The trustee(s) will supply Bank with a notarized certification or abstract of trust validating the existence of the trust and the authority of the trustee(s). Bank acts only as a depository bank to the trust funds and is under no obligation to act as a trustee, trust administrator, or to inquire as to the powers or duties of the trustee(s). The trustee(s) opening the Account, in their individual capacity and jointly and severally (individually), agree to indemnify and hold Bank, its directors, officers, employees and agents harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorneys' fees, each may suffer or incur arising out of any action or claim by any beneficiary or other trustee with respect to the authority or actions taken by the trustee(s) in handling or dealing with the Account.

### **Uniform Transfers to Minors Act ("UTMA") or Uniform Gifts to Minors Act ("UGMA") Account**

If you have established the Account as a custodian for a minor beneficiary under the applicable state's UTMA or UGMA, your rights and duties are governed by that state's laws and there are certain fiduciary and record-keeping responsibilities you must meet. For purposes of this section, "applicable state" means the state in which your Account is located as provided in the **Governing Law** section of this Agreement. If you establish an UTMA/UGMA Account, you agree to comply with all of the

applicable state requirements, such as using the funds for the benefit and interest of the minor named on the Account and/or, upon the minor reaching the applicable termination age or the minor's death, transferring the Account funds to the minor or the minor's estate, as appropriate. You will not be allowed to pledge the Account as collateral for any loan to you. Deposits in the Account will be held by Bank for the exclusive right and benefit of the minor. There may only be one custodian and one minor per UTMA/UGMA account. The custodian and/or any person opening the Account, in their individual capacity, agrees to indemnify and hold Bank harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorneys' fees, Bank may suffer or incur arising out of any action or claim by any beneficiary or other custodian with respect to the authority or actions taken by the custodian in handling or dealing with the Account.

### **Fiduciary or Agent Account**

With respect to all fiduciary or agency Accounts, including but not limited to estate accounts, guardianship accounts, representative payee accounts, conservatorship accounts, trust accounts, UTMA/UGMA accounts, Coogan accounts, or agent accounts, Bank reserves the right to require such documents and authorizations as it may deem necessary or appropriate to satisfy that the person(s) requesting or directing the withdrawal of funds held in the Account has the authority to withdraw such funds. This applies at the time of Account opening and at all times thereafter. Bank has no fiduciary duties to you as a trustee, executor, guardian, or conservator or to the beneficial owners of the Account.

You and any authorized individual on the Account agree to indemnify and hold Bank, its directors, officers, employees and agents harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorneys' fees, each may suffer or incur arising out of any action or claim by any beneficiary or third party with respect to the authority, actions, or inaction taken by the fiduciary, agent, or authorized individuals in handling or dealing with the Account.

### **Attorney Trust Account**

If you open an attorney trust Account, including an IOLTA or similar account, you authorize Bank to notify the appropriate state agency if the Account is overdrawn or checks are dishonored, if the applicable state requires notice of those events.

### **Government Agency/Municipality/Public Entity Account**

This type of Account is owned by a government, municipality, or public entity ("**Public Entity**"). For this type of Account, the Public Entity agrees to provide Bank with authorization document(s) (in a form acceptable to Bank) stating that Bank is designated as a depository for the funds of the Public Entity and such documentation shall state the individual(s) authorized to act on behalf of such entity and the extent of each's authority. Bank may rely upon such documentation until it receives written notice of a change and new authorization documents. Bank is not responsible for any transaction conducted by a previously authorized individual until Bank receives written notice that the authorized individual's authority has been revoked and Bank has had a reasonable opportunity to act on such notice. Unless specifically stated otherwise in the authorization document(s), Bank can rely on one authorization for all Accounts owned by the Public Entity. If required by law, Public Entity agrees to enter into

a collateral security agreement regarding this type of Account. Additional fees may apply.

## **GENERAL RULES GOVERNING DEPOSIT ACCOUNTS**

From time to time, Bank may offer, or you may open, a variety of Accounts. Each such Account is subject to the general terms and conditions and any specific terms and conditions relating to that type of account as set forth in this Agreement. If you open multiple Accounts, you may receive Schedule information for each Account, but this Agreement will govern all your Accounts.

### **Joint and Several Liability**

Each Account holder will be jointly and severally liable to Bank for debit balances in the Account, including without limitation overdrafts and Account charges. Each Account holder also jointly and severally promises to pay, upon demand, any and all debit balances, fees and charges, including reasonable attorneys' fees and costs and expenses of collection, including but not limited to those incurred at trial and on any appeal.

Each Account owner agrees to be jointly and severally liable for any Account shortage resulting from overdrafts, whether caused by that Account owner, another with access to the Account, or by the return of a previously credited transaction outside of the Account owner's control (*i.e.*, chargeback or returned item). This liability is due immediately and can be deducted directly from the Account balance when sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

### **Date Account Opened**

If you open an Account after business hours on a business day that Bank is open, Bank will consider the transaction made at the opening of the next Business Day for Account opening, effective date, and issue date purposes.

### **Fees and Charges**

Subject to applicable law, you agree to pay the Bank all applicable fees and charges described on the Schedule applicable to your Account or for other services performed by Bank in conjunction with your Account. You agree that Bank may periodically change the fees and charges associated with the Account(s) and you authorize Bank to charge your Account for such payment whether or not each charge results in an overdraft of your Account. Existing and future charges may be based upon the overall costs of providing Account services and may or may not be based upon the direct cost or expense associated with providing the particular service involved. The charges may be based on consideration of profit, competitive position, deterrence of misuse of Account privileges by customers, and the safety and soundness of Bank. Bank will notify you of the changes, to the extent required by law.

### **Credit Verification**

You authorize Bank to request and obtain one or more consumer and/or credit reports about any Account owner or authorized signer from one or more consumer or credit reporting agencies for the purposes of considering your application for the Account, reviewing, or collecting any Account opened for you, or for any other legitimate business purpose. You authorize Bank to disclose information about your Account to a credit reporting agency if your Account was closed because you have abused it.

## **Setoff and Security Interest**

If you ever owe the Bank money as a borrower, guarantor or otherwise, and it becomes due, Bank has the right under the law (called "setoff") and under this Agreement (by which you grant the Bank a security interest in your Account) to use the money from your Account to pay the debt, even if withdrawal results in an interest penalty or dishonor of checks. In the case of joint or partnership Accounts, each partner or Account owner agrees that Bank may use the money in the Account to satisfy any one of their individual obligations. Similarly, each partner or joint Account owner agrees that Bank may use the money in their individual Accounts to satisfy obligations in the joint Account or partnership Account. The security interest granted by this Agreement is consensual and is in addition to Bank's right of setoff. However, the setoff and security interest may not apply to your Account if (a) it is an IRA or a tax-deferred Keogh, (b) the debt is created by a consumer credit transaction under a credit card plan, or (c) the debtor's right of withdrawal arises only in a representative capacity. Some government payments (e.g., Social Security, Supplemental Security Income, Veterans and other federal or state benefits) may be protected from attachment, garnishment, levy, or other legal process under federal or state law. If such protections would otherwise apply to deductions the Bank makes for amounts you owe to the Bank, to the extent you may do so by contract, you waive these protections and agree that Bank may use these funds to pay fees, overdrafts and other amounts you owe Bank under this Agreement. This section does not limit or reduce the Bank's rights to charge or setoff funds in your Accounts for direct, indirect and acquired obligations you owe Bank.

## **DEPOSITS**

### **Deposit of Items**

You authorize Bank to accept transfers, checks, and other items for deposit to your Account if they are made payable to, or to the order of, any one or more of you, whether or not they are endorsed by you. You authorize Bank to supply missing endorsements, and you warrant all endorsements are genuine. All checks and other items deposited to your Account should be endorsed payable to the order of Bank for deposit only, followed by your signature and Account number. All endorsements must appear on the back of the check or other item within the first 1-1/2 inches from the left side of the item when looking at it from the front. Endorsements should be in black ink. While Bank may accept non-conforming endorsements, you will be responsible for any loss incurred by Bank due to the delay in processing or returning the item for payment. Bank is not bound by any conditional or restrictive endorsement on a check you cash or deposit, or any endorsement "without recourse." Bank may require verification of any endorsement through either an endorsement guarantee or personal identification.

### **Collection of Items**

In receiving items for deposit or collection, Bank acts as your collection agent and assumes no responsibility beyond the exercise of due care. All non-cash items (e.g., checks) credited to your Account are posted subject to final payment and receipt of proceeds by the Bank. Items and their proceeds may be handled in accordance with applicable Federal Reserve and clearinghouse rules. Upon receipt of final payment, the item becomes a collected item. If final payment is not received or if any item you have deposited or cashed is returned to Bank for any reason, Bank may, without notice to you, accept that return, pay the claiming

party and charge the item to your Account without regard to whether Bank or the other bank finally paid the item or returned the item in accordance with the applicable midnight deadline or any applicable clearinghouse rule. Bank may deduct from your Account(s) the amount of the returned item, any applicable returned item fee, any interest earned on that item, and any other fee Bank pays or incurs, even if doing so creates an overdraft in your Account. If the returned item is in a currency other than U.S. dollars, the amount returned may be different due to fluctuation of exchange rates. Bank may debit your Account for a returned item at any time on or after the day it is returned to Bank by ACH or other means or on the day Bank receives notice that the item is being returned, whichever is earlier.

If an item to be charged back is lost in the process of collection or unavailable for return, Bank may rely upon a photocopy of the item or upon any other generally accepted notification of return of the item, in charging you or any of your Accounts for the amount of the returned item. Bank reserves the right to refuse any item for deposit into your Account. Bank may also refuse a deposit after initially accepting it. Bank will not be liable to you for refusing a deposit, even if it causes outstanding items to be returned. Bank may deduct the amount from your Account at any time whether the physical item is returned to Bank or not, and whether Bank can return the item or a copy to you or not.

Bank may place a hold on or charge your Account for any check or other item deposited into your Account if a claim is made or Bank otherwise has reason to believe that the check or other item was altered, forged, unauthorized, has a missing signature, a missing or forged endorsement, or should not have been paid, or may not be paid, for any other reason. When the claim is finally resolved, Bank will either release the hold or deduct from your Account the amount of the item. Bank is not legally responsible if it takes or fails to take any action to recover payment of a returned deposit item.

Bank may refuse to accept a check for immediate credit you wish to negotiate either at the time of transaction or before Bank sends it for payment. Reasons for the possible refusal include, but are not limited to, items that have been previously dishonored are irregular in any respect, or are drawn in a foreign currency. At Bank's option, it may send the check for collection or return it to you without presenting it to the financial institution on which it is drawn. When sending a check for collection, it means Bank would not use normal check clearing procedures and must specially handle the item. If payment is received, Bank will credit your Account with the amount received once credit is received by the Bank. Payment of the amount received may include the collection fee deducted by the other financial institution. In some instances, the other financial institution may require their collection fee accompany the collection request. You agree Bank may pay the fee and charge your Account for the fee. These fees are in addition to the standard fee(s) that may be charged by Bank.

### **Direct Deposits (Preauthorized Credits)**

There may be a delay between the time a direct deposit or Preauthorized Credit is made and when it will be available for withdrawal. The Bank reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an Account below a required balance, or otherwise require the Bank to increase its required reserve on the Account (if applicable).

## **Return of Direct Deposits**

Bank may deduct the amount of an electronic payment, such as a direct deposit, that is reversed from your Account. If Bank is required to reimburse the Federal Government for all or any portion of any benefit payments deposited into your Account through a direct deposit plan for any reason (e.g., Social Security Administration payments), you agree that Bank may, without prior notice to you, deduct the amount returned to the Federal Government from the Account or from any other Account held by you at Bank, unless the deduction is prohibited by law. This right is in addition to any other rights the Bank has under this Agreement, including its right to setoff and its security interest in your Account.

## **Mobile or Remote Deposits**

Subject to any applicable Account limitations or restrictions, Bank may offer consumer or business mobile banking (“**Mobile Banking**”) or other Electronic Means by which to make a deposit, such as remote deposit capture services (business Accounts only) (“**RDC**”) that allow the deposit of an electronic image of the original paper check. You agree not to deposit the original paper check already deposited through Mobile Banking or RDC with the Bank or another depository bank. You agree to endorse all checks deposited using Mobile Banking with the words “for mobile deposit only at Western Alliance Bank” or as otherwise required by the applicable Mobile Banking agreement including but not limited to the Personal Mobile Banking Terms and Conditions and the Business Mobile Banking Terms and Conditions. Deposits made via RDC are subject to the rules, restrictions and guidelines periodically issued by Bank and may be found in the Treasury Management Services Agreement and supporting documents. *See **Funds Availability Policy Disclosure** section of this Agreement for additional requirements related to Mobile Banking and RDC deposits.*

## **Night Depository Facilities**

Night depository services are provided as a convenience to Bank customers at certain Bank locations. You agree Bank will not be required to carry insurance on the night depository or the contents of any night deposit bag or envelope deposited therein. Nor shall Bank be responsible for any disappearance, theft or loss of any bag or envelope or its contents or any part thereof before Bank issues a credit for the deposit.

You agree to pay any fees associated with the purchase or replacement of any night deposit bags or keys. You also agree to assume all responsibility for any use of the night deposit bag and keys by individuals acting on your behalf or pursuant to your authorization. You agree to call for each reusable locked bag deposited in the depository before the end of the first Business Day following the time of each deposit, and, if not called for within such time, Bank is hereby authorized to treat such bag as a safekeeping item subject to safekeeping rules. Disposable bags will be destroyed by Bank.

## **Substitute or Remotely Created Checks**

You will not deposit any item not containing the genuine signature of the drawer and the actual endorsement of the payee without Bank’s prior written consent. This restriction means you will not deposit, among other things, “remotely created checks” and “substitute checks,” as those terms are defined by law and regulation. If you deposit such items into your Account, you agree to reimburse Bank for losses, costs and expenses Bank may pay

or incur associated with such item. See **Substitute Checks and Your Rights** section of this Agreement for more details on your rights and obligations with respect to substitute checks.

## **Crediting of Deposits**

All transactions, including those for which Bank gives you a receipt, are subject to Bank's verification. It is your responsibility, and Bank has no obligation, to make sure the declared amount of your deposit is accurate. After Bank reviews your deposit, Bank may adjust your Account for any errors or discrepancies. If Bank discovers an error or discrepancy exists between the declared amount and the actual amount of funds, Bank is permitted to adjust (debit or credit) your Account and Bank may notify you if any adjustments are made. Bank endeavors to resolve errors and discrepancies to the penny; however, Bank is permitted to use the declared amount on the deposit slip as the correct amount to be deposited and to not adjust a discrepancy if it is less than Bank's standard adjustment amount.

If you fail to notify Bank during the applicable time frames specified below, the deposit amount shown on your statement will be considered correct. As such, if the actual amount was less than amount shown on your statement, the difference will become your property. If the actual amount was more than the amount shown on your statement, the difference will become the Bank's property. Bank may periodically change its standard adjustment amount without notice to you and to use different standard adjustment amounts based on account type.

Consumer Accounts only: You must notify Bank of an error or discrepancy within one year of Bank making your statement available to you.

Business Accounts only: You must notify Bank of an error or discrepancy within 30 days of Bank making your statement available to you.

See **Funds Availability Policy Disclosure** section of this Agreement for further information regarding availability of deposited funds.

## **WITHDRAWALS**

You may make withdrawals from your Account in any manner that is permitted by Bank for the type of Account you have opened. Withdrawals by mail will be posted to your Account as of the day the transaction is processed by Bank. The Bank may refuse to accept any check other than standard checks provided by Bank or approved by Bank in advance. Withdrawals and transfers from your Account may be restricted as provided in this Agreement, in the Schedule, or by applicable law and are subject to the **Funds Availability Policy Disclosure** section of this Agreement.

## **Payment Order of Items**

When processing checks drawn on your Account, the Bank's policy is to pay them in check number order. Lower numbered checks are paid first. Items without check numbers, such as electronic transactions, post first before checks presented are processed. The order in which items are paid is important if there is not enough money in your Account to pay all of the items that are presented. There is no policy that is favorable in every instance. If the smallest items are paid first, you may have fewer NSF or overdraft fees, but the largest, and perhaps more important items (such as rent or mortgage payments) might not be paid. However, if the largest items are paid first, your most



important items might be paid but it may increase the overdraft or NSF fees if funds are not available to pay all of the items. The Bank's policy attempts to attain a reasonable balance between minimizing additional cost to you and paying your more important items, given the assumption you desire to have checks paid in the order you wrote them.

If an item is presented without sufficient funds in your Account to pay it, Bank may, at its discretion, pay the item (creating or increasing an overdraft) or return the item for NSF. The Bank may charge fees for overdrafts and NSF and such fees are disclosed in the Schedule. Additionally, a merchant may present an item or payment multiple times if the amount of money in your Account is not sufficient at the time of presentment of the item or payment. An NSF fee may apply each time an item or payment is presented; regardless of the number of times the item or payment is presented. The Bank encourages you to make careful records and practice good Account management. This will help you to avoid creating items without sufficient funds and incurring the resulting fees.

### **Withdrawal Restrictions and Overdrafts**

Any signer on the Account, acting alone, has the authority to make withdrawals or transfers of all or any part of the Account balance at any time. Each Account owner (until Bank receives written notice to the contrary and Bank has had a reasonable opportunity to act on such written notice) authorizes each other person who signs or has authority to make withdrawals, as documented on the applicable signature card, to endorse any item payable to you or your order for deposit to the Account or any other transaction with Bank. Each Account owner also agrees to be jointly and severally liable for any Account shortage resulting from charges or overdrafts, whether caused by you or another with access to the Account. This liability is due immediately and can be deducted directly from the Account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

Bank does not have to allow you to make a withdrawal from your Account if you do not have sufficient available funds in the Account to cover the full amount of the withdrawal. Bank will post non-check debits in ascending dollar amount order and then post check withdrawals received on a single business day. Bank posts checks received on a single business day against your Account in check number order. Checks presented in person at one of Bank's branches will post in ascending check number order prior to checks clearing through nightly processing, which will also be processed in ascending check number order.

Bank may pay other withdrawals or debit items (such as charges) prior to paying any checks and the method of payment for the other withdrawals and debit items may be in any order and at its sole discretion. If there are insufficient available funds to cover some of the withdrawals or debits presented against your Account, such items will be handled in accordance with Bank's overdraft procedures and applicable law. Even if Bank chooses to pay one or more overdrafts, it is not obligated to cover any future overdrafts. Bank may determine the balance of your Account in connection with determining whether payment of an item will create an overdraft at any time between the time the Bank receives the item and the deadline for Bank to take action on the item. Bank is not required to determine your Account balance more than one (1) time during this period.

Fees may apply to overdrafts and, if applicable, will be posted in accordance with the terms outlined in the Schedule. A fee may be assessed on any item that will overdraw the available Account balance, regardless of whether Bank pays or dishonors (return) the item. If Bank pays the item, it may charge an NSF Item Paid Fee. If Bank returns the item, it may charge an NSF Item Return Fee. You agree, immediately upon notice from Bank, to deposit funds sufficient to cover any overdraft plus NSF fee, if required. Bank will not be liable for the dishonor of any item when the dishonor occurs because it set off a debit against your Account. Bank may also refuse to allow a withdrawal if there is a dispute about the Account (unless a court has ordered Bank to allow the withdrawal), the Account is garnished or attached, the Account has been pledged as collateral for a debt, the availability of the funds on deposit cannot be verified, any required documentation has not been presented, or you fail to repay an obligation to Bank on time.

### **Notice Requirements**

Federal regulations allow Bank to retain the right to require you to give at least seven (7) days' notice in writing prior to any intended withdrawal from a savings, negotiable order of withdrawal ("**NOW**"), personal interest-bearing checking or money market account. Although Bank usually pays withdrawals or checks without notice on these Accounts, doing so in no way serves as a waiver of this right.

### **Stale and Post-Dated Items**

Bank reserves the right to pay or dishonor a check more than six (6) months old without prior notice to you. You agree Bank is not responsible for any loss to you by doing so.

Bank also reserves the right to pay or dishonor a check dated in the future. You agree Bank is not responsible for any loss to you in doing so. You agree when you write a check, you will not date the check in the future. If you do, and the check is presented for payment before the date of the check, Bank may pay it or return it unpaid. You agree if Bank pays the check, the check will be posted to your Account on the date Bank pays the check, even though the posting date is prior to the date on the check. Bank will not honor a postdated check if Bank receives advance notice from you at such a time and in such a manner as to afford Bank reasonable opportunity to act. The notice must specify the date, amount, number of the check, and the name of the payee. Notices are effective for the time periods stated in the **Stop Payment Orders** section in this Agreement.

### **Automated Processing of Items**

You recognize that the Bank has adopted automated collection and payment processing, even for items deposited or negotiated in person, so it can process the greatest volume of items at the lowest possible cost to its customers. The automated procedures rely primarily on information encoded onto each item in magnetic ink. In recognition of this fact, you agree that in paying or taking an item for collection, the Bank may disregard all information on the item other than the drawer's signature, the identity of the drawee bank, the amount of the item, and any other information encoded onto the item in magnetic ink according to general banking standards, whether or not that information is consistent with other information on the item. You agree Bank is acting within reasonable banking standards by processing most checks and other items through automated processing systems. Bank will not honor nor is it bound by restrictions or other legends unless Bank

has expressly agreed in writing to do so. Examples of restrictive legends the Bank will not honor are “must be presented within 90 days”, “paid in full”, “two signatures required”, or “not valid for more than \$1,000.00”. Bank is not responsible for any losses, claims, damages, or expenses that result from your placement of these or other special instructions on your checks.

### **No Sight-Review of Drawer Signatures**

***Bank will not enforce multiple signature requirements on any Accounts, regardless of whether consumer or business, even if your signature card specifies that multiple signatures are required, or you have otherwise instructed the Bank to do so.***

Any multiple signature requirements are for your internal control purposes only. You agree that the Bank does not fail to exercise ordinary care in paying an item solely because its procedures do not provide for sight-review or provide for sight-review only for items above a threshold level, or on a sample basis, at the discretion of the Bank. The Bank reserves the right not to sight-review drawer signatures because it pays items on an automated basis to reduce costs for all customers.

### **Authorized Signatures**

The signature you affix on or provide in conjunction with the signature card is deemed your authorized signature. You authorize Bank to store and use signature card information in any reasonable form it deems necessary, including any digitized signature capture process. For the payment of funds and for other purposes relating to any Account you have with the Bank, the Bank is authorized to recognize your signature, but it will not be liable to you for refusing to honor your checks or other signed instructions if it believes in good faith that the signature appearing on such checks or instructions is not genuine.

You may authorize the use of a facsimile signature or other form of mechanically-produced signature (such as, but not limited to, stamp, desktop publishing, digitized, or computer software generated signatures) (collectively, “**Facsimile Signature**”) in conjunction with your Account(s) by so indicating on your signature card, executing a Facsimile Signature Agreement and delivering a sample of the Facsimile Signature to the Bank. If you have authorized the use of a Facsimile Signature device, the Bank may honor any check or other signed instruction that bears or appears to bear your Facsimile Signature even if it was made by an unauthorized person or with a counterfeit facsimile device. Therefore, you should maintain close control over your Facsimile Signature device and promptly review your statements and cancelled checks for unauthorized use of the device. You agree that a Facsimile Signature Bank has been authorized to honor cannot be considered a forgery or an unauthorized signature, but such Facsimile Signature shall be effective as your signature or endorsement. You further agree to indemnify and hold Bank harmless from and against any and all loss, costs, damage, liability, or exposure (including reasonable attorneys’ fees) Bank or you may suffer or incur as a result of the unlawful use, unauthorized use, or misuse by any person of any such Facsimile Signature or the device by which it is affixed.

### **Electronic Check Conversion**

You may authorize a merchant to use your check as a source of account information to initiate an electronic withdrawal from your Account. The merchant uses the check information, along with the transaction amount, to initiate an ACH debit transaction. The transaction is electronically transferred through the ACH system

and the funds will be debited directly from your Account and deposited automatically into the merchant's account at its bank. After the information is gathered from the check, the merchant should mark it void and return it to you. You should also receive a receipt documenting the transaction. This type of transaction generally results in funds being removed from your Account faster than a normal check transaction. A description of the transaction will appear on your periodic Account statement. Checks used in these types of transactions may not be returned or provided as an image with your periodic Account statement. This type of electronic funds transfer from a consumer Account is governed by the EFTA and its implementing regulations (See **Electronic Funds Transfer Agreement** section of this Agreement), and Article 4A of the Uniform Commercial Code.

### **Re-Presented Checks**

If a merchant electronically re-presents a check that was returned due to insufficient or uncollected funds, this transaction is not covered by the EFTA. Checks or images of checks involved in this type of transaction will not be included with your statement. You may authorize a merchant to electronically collect a fee associated with the re-presentation of a check. For consumer Accounts, if a merchant electronically collected a fee associated with the re-presentation of a check, the fee transaction is covered by the EFTA and subject to the **Electronic Funds Transfer Agreement** section of this Agreement. A description of the fee transaction will appear on your statement.

### **Withdrawal by Remotely Created Checks**

If you voluntarily give information about your Account (such as Bank's routing number and your Account number) to a party who is seeking to sell you goods or services, and you do not physically deliver a check to the party, any debit to your Account initiated by the third party to whom you gave the information is deemed authorized. You may not later change your mind and try to revoke your authorization or rescind payment by claiming the remotely created check was unauthorized. Bank is not required to credit your Account, and may charge against your Account, any remotely created checks for which the third party has proof of your authorization.

### **Check Cashing Restrictions**

If you issue a check drawn on the Bank and a non-customer of the Bank seeks to cash it at the Bank, Bank reserves the right to charge a service fee as a condition of cashing the check. In addition, if a non-customer presents a check drawn against one of your Accounts for payment at a Bank branch or location, Bank may require identification of that individual that meets its standards including possibly obtaining a thumbprint or fingerprint from the person. You agree that if the person refuses to comply with Bank's identification standards, Bank may dishonor the check and will have no liability to you for refusing to negotiate the check. Further, depending on the amount, Bank reserves the right, in order to protect your Account, to refuse to honor the check without confirmation from you as to its legitimacy.

The Bank will not exchange for cash or cash a check made payable to a business entity, such as a partnership, corporation, limited liability company, lodge or association, or any other form of ownership other than a natural person such as a trust. Checks payable to the above entities may only be accepted for deposit.

## **Limits on Savings and Money Market Account Transfers and Withdrawals**

The Bank may limit transfers and withdrawals from certain accounts, specifically savings and money market Accounts, and charge customers fees related to transfers and withdrawals in excess of the applied limit. You may be charged a fee if you make more than six (6) transfers and/or withdrawals, including preauthorized transfers, during any one (1) calendar month or statement cycle (or similar period) of at least four (4) weeks, to another of your Accounts with Bank or to a third party. A “preauthorized transfer” includes any arrangement by Bank to pay a third party from your Account upon written or oral instruction, including an order received via ACH, or any arrangement by Bank to pay a third party from your Account at a predetermined time or on a fixed schedule.

You may make unlimited withdrawals (payments directly to you or transfers of funds from your Account to any of your other deposit or loan Accounts with Bank), regardless of the manner in which such transfers and withdrawals are made.

If you have more than the allowable transfers or withdrawals in any one period, Bank may charge you excessive withdrawal fees.

## **Stop Payment Orders**

Subject to certain limitations, you may order Bank to stop payment on any check drawn on your Account that has not been paid or certified, whether drawn by you or any other Account holder. The stop payment request will be effective if Bank receives the order at such time and in such manner as to afford Bank a reasonable opportunity to act upon the order. A verbal stop payment order lapses after fourteen (14) calendar days unless it is confirmed in writing within that period; a written stop payment order is effective for six (6) months. A stop payment order may be renewed for additional six (6) month periods if renewed during the period in which the stop payment order is effective. Bank will require you to provide the date, the exact amount, and the number of the item, together with the name of the payee.

An ACH stop payment should identify the amount (or range if variable) of the debit, the originating party, and Company ID. One time stop payments will expire and are of no further effect after presentment of a single ACH debit against the Account. Generally, ACH stop payments are effective for six (6) months after the date of acceptance and will automatically expire unless renewed.

A confirmation notice will be sent to the address on file confirming the stop payment information provided to Bank. Should any information be incorrect, you must promptly notify Bank in writing. Bank will not be liable for failing to stop payment on any item for which you provided incorrect or inaccurate information. Bank’s acceptance of a stop payment order will not constitute a representation the item has not already been paid or that Bank has had a reasonable opportunity to act upon the order. You may not stop payment on an official, certified, cashier, or teller check issued by Bank, or request Bank to stop payment if Bank has otherwise become accountable for the item. In addition, you may not stop payment on checks governed by separate agreement, such as a check guaranty agreement. Further, you may not stop payment on an item after acceptance of the item by Bank. Refer to the Schedule for new/renewed stop payment order fees.

## **SPECIAL RULES FOR INTEREST-BEARING ACCOUNTS**

When you open an Account that pays interest, Bank will provide you the applicable Schedule(s) and such Schedule is hereby incorporated by reference into this Agreement. If there is a conflict between the Schedule and the Agreement, this Agreement shall control. If your Account earns interest, the following information applies:

### **Payment of Interest**

Bank will pay interest at the annual rate specified on the Schedule, which does not reflect compounding (“**Interest Rate**”). The TISA Disclosure applicable to consumer Accounts sets forth the frequency of interest payments, the frequency of any interest compounding and crediting, the interest accrual basis, the balance on which interest will be calculated, and any minimum balance requirements to earn interest.

### **Minimum Balance Requirements**

The TISA Disclosure may specify a minimum balance you are required to maintain in your Account. If the minimum balance is not maintained during a specified period, Bank may, at its option, elect to not pay interest on the subject Account and/or may charge a fee for that period. You should review any minimum balance requirements for your Account.

### **Interest Rate**

The initial Interest Rate is the current annual rate of interest Bank will pay on the specified balance in your Account. Bank may pay interest at different rates, depending on the amount deposited, the balance in the applicable Account and the type of depositor (e.g., individual, business, or non-profit organization). Bank has the right to change, at its sole discretion, the Interest Rates and fees described on the Schedule or any other term of this Agreement as provided herein.

### **Interest Compounding and Crediting**

The TISA Disclosure applicable to consumer Accounts will indicate the interest compounding and crediting frequency, if applicable, for your Account. Compounding generally means interest is being accrued on earned interest. Interest may be compounded more frequently than interest is credited to your Account. The interest that has been calculated, but not paid to the Account, is called accrued unpaid interest.

If you close your interest-bearing Account before interest has been credited to your Account on the regular interest payment date for the Account, you may forfeit accrued unpaid interest.

### **Balance Method**

On interest-bearing transaction Accounts, Bank uses the daily balance computation method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the Account each day. Interest begins to accrue no later than the business day Bank receives credit, which may be no sooner than the business day after the day you deposit non-cash items (e.g., checks). Refer to the TISA Disclosure applicable to your Account for details.

## **FUNDS AVAILABILITY POLICY DISCLOSURE**

### **Your Ability to Withdraw Funds**

The Bank’s policy is to make funds from your cash and check

deposits available to you on the first Business Day after the day Bank receives your deposit. Electronic direct deposits or Preauthorized Credits (defined herein) will be available on the day Bank receives the deposit. Once the funds are available, you can withdraw them in cash and Bank will use them to pay checks you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit on a business day Bank is open, Bank will consider that day to be the day of your deposit.

If you make a deposit with branch personnel on a business day Bank is open, Bank will consider that day to be the day of your deposit. Please check branch locations or the Bank's website for specific business hours.

Deposits not made to branch personnel (e.g., deposits made via Mobile Banking, the night depository, or a courier) may be subject to different cut-off times, disclosed as follows:

- Mobile or RDC Banking: You agree items deposited using Bank's consumer or business Mobile Banking or RDC are subject to this Funds Availability Policy. If you make a deposit using Mobile Banking or RDC before 5 p.m. Pacific Time on a day Bank is open, Bank will consider that day to be the day of your deposit. If you make a deposit using Mobile Banking or RDC after 5 p.m. Pacific Time on a day Bank is open or any time on a day Bank is not open, Bank will consider the deposit to be made on the next business day Bank is open.
- Night Depository: If you make a deposit at the night depository before 9 a.m. local time on a day Bank is open, Bank will consider that day to be the day of your deposit. If you make a deposit at the night depository after 9 a.m. local time on a day Bank is open or any time on a day Bank is not open, Bank will consider the deposit to be made on the next business day Bank is open.
- Courier/Armored Car: If applicable, refer to your courier or armored car agreement you received when contracting for these services, to determine the crediting timeline for your deposit.
- ACH Credit: If you open your Account(s) via Electronic Means, funds received by ACH transfer initiated from a linked account (which may be held at another bank or at Bank) to your Account will generally be available five (5) Business Days after you initiate the ACH transfer.

### **Longer Delays May Apply**

In some cases, Bank will not make all of the funds you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check you deposit, funds may not be available until the second business day after the day of your deposit. The first \$225 of your deposit, however, may be available on the first business day after the day of your deposit.

If Bank is not going to make all of the funds from your deposit available on the first business day after the day of your deposit, Bank will notify you at the time you make your deposit. Bank will also tell you when the funds will be available. If your deposit is not made directly to one of the Bank's employees, or if Bank decides to take this action after you have left the premises, Bank will mail you the notice the next business day after Bank receives your deposit. If you need the funds from a deposit right away, you should ask when the funds will be available.

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

- Bank believes a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your Account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

Bank will notify you if it delays your ability to withdraw funds for any of these reasons, and Bank 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.

### **Holds on Other Funds**

Check Cashing. If Bank cashes a check for you drawn on another bank, Bank may withhold the availability of a corresponding amount of funds already in your Account. Those funds will become available at the time the funds from the check Bank cashed would have been available if you had deposited it.

Other Account. If Bank accepts for deposit a check drawn on another bank, Bank may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds you have on deposit in another Account with Bank. In this case, the funds in the other Account would not be available for withdrawal until the time periods that are described elsewhere in this Agreement for the type of check you deposited.

### **Special Rules for New Accounts**

If you are a new customer, the following special rules will apply during the first thirty (30) days your Account is open:

- Funds from electronic direct deposits to your Account will be available on the day Bank receives the deposit.
- Funds from deposits of cash, wire transfer, and the first five thousand five hundred and twenty-five dollars (\$5,525) of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip).
- The excess over \$5,525 will be available on the ninth business day after the day of 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 \$5,525 will not be available until the second business day after the day of your deposit.
- Funds from deposits of checks drawn on Bank will be available on the first business day after the day of your deposit.

Funds from all other check deposits will be available no later than the ninth business day after the day of deposit.

### **TIME DEPOSITS (CERTIFICATES OF DEPOSIT)**

If your Account is a time deposit, also referred to as a "Certificate of Deposit," you agree to keep the funds on deposit until the maturity of your Certificate of Deposit. If your Certificate of Deposit has not matured, any withdrawal of all or part of the funds from your Account may result in an early withdrawal penalty as provided in your Certificate of Deposit Disclosures. Bank will consider requests for early withdrawal and, if granted, the penalty provided in the Certificate of Deposit Disclosures may apply.



## Penalty

In accordance with federal law, if you withdraw any amount within the first six (6) days after deposit to a Certificate of Deposit or within six (6) days of the most recent partial withdrawal, Bank is required to assess an early withdrawal penalty of at least seven (7) days' simple interest on the amount withdrawn. In addition, this penalty and any other early withdrawal penalty are calculated as a forfeiture of part of the accrued interest that has or would be earned on the Account. If your Account has not yet earned enough interest so the penalty can be deducted from earned interest, or if the interest already has been paid, the difference will be deducted from the principal amount of your Account. Bank will use the rate in effect for your Account at the time the withdrawal is made to calculate any penalties.

## Exceptions

Bank may let you withdraw money from your Account before the maturity date without an early withdrawal penalty:

1. Upon the death of any owner of the time deposit;
2. When any owner of the time deposit is determined legally incompetent by a court or other administrative body of competent jurisdiction;
3. When the Account is an Individual Retirement Account (“**IRA**”) and the money is paid within seven (7) days after the Account is opened;
4. When the Account is a Keogh Plan (“**Keogh**”) or 401(k) Plan, if you forfeit an amount equal to at least the simple interest earned on the withdrawn funds;
5. When the owner of the time deposit that is an IRA or Keogh attains the age 59-1/2 or becomes disabled; or
6. Within an applicable grace period (if any).

## POWERS OF ATTORNEY

You may decide to appoint someone to act for you as your agent or attorney-in-fact (“**Agent**”) via a power of attorney. Bank reserves the right of approval on all powers of attorney and unless prohibited by law, Bank may refuse, with or without cause, to honor any powers of attorney. Bank may require an affidavit from the Agent stating the power of attorney presented is a true copy of the power of attorney document and, to the best of the Agent's knowledge, the principal is alive and the relevant powers of the Agent have not been altered or terminated. The Agent has full authority with regard to the Account but does not have an ownership interest in the Account. Bank may also restrict the types and/or sizes of transactions your Agent can conduct.

## CHECKING SUB-ACCOUNTS

If you have a checking Account, your Account consists of a transaction sub-account and a savings sub-account. This structure is for internal accounting purposes only and will not affect your available balance, service charges, FDIC insurance, interest earnings, your periodic statement, or any other feature of your Account. Funds not routinely needed to pay debits may be periodically transferred to the savings sub-account. A transfer from the savings sub-account back to the transaction sub-account will fund items in excess of the balance in the transaction sub-account. The remainder of your balance will be maintained in the transaction sub-account. If interest is paid on your Account balance, the interest calculation will be the same for both the savings sub-account and the transaction sub-account. If interest is not paid on your account balance, the savings sub-account will be non-interest bearing.

## **PRECAUTIONS TO REDUCE THE RISK OF UNAUTHORIZED TRANSACTIONS**

There are actions that you can take to protect the security of your Account. Such measures include protecting the security of passwords, promptly reviewing bank statements for unauthorized activities, and immediately reporting suspicious activity to Bank. Bank makes certain Treasury Management products or services available (e.g., ACH and Check Payee Positive Pay) to you that are designed to detect and/or deter check and ACH fraud and reduce the likelihood that counterfeit, altered checks or any other unauthorized transactions, including ACH, will be paid. These products and services will not prevent fraud unless you implement them. You agree that if you fail to implement any of the products or services, or you fail to follow these and all other precautions reasonable for your particular circumstances, you will be precluded from asserting claims against Bank for paying unauthorized, altered, counterfeit or other fraudulent items that such product, service, or precaution was designed to detect or deter, and Bank will not be required to re-credit your Account or otherwise have any liability to pay such items.

Additionally, if your Account is for business purposes, you agree to pursue all rights you may have under the insurance coverage you maintain before making a claim against the Bank in connection with any transaction involving your Accounts. In any event, Bank will consider your claim only after it has been given an opportunity to review your insurance company's decision, and Bank's liability to you, if any, will be reduced by the amount your insurance company pays you.

Notwithstanding anything to the contrary, Bank may limit or restrict access to or freeze funds held in your Account to reduce risk to you or the Bank.

## **ELECTRONIC RECORDINGS**

Bank is authorized, but not obligated, to record electronically and retain telephone conversations between you (including any of your agents or representatives) and Bank. Accordingly, you agree that Bank may monitor and/or record your telephone and electronic communications in connection with your Account at any time, without further notice. The parties hereby agree that Bank may produce the telephonic or electronic recordings or computer records as evidence in any proceedings brought in connection with this Agreement and you hereby acknowledge the validity and enforceability of such telephonic or electronic recordings.

## **BANK LIABILITY**

You agree that if Bank does not properly complete a transaction according to this Agreement, Bank will not be liable in any event for losses or damages in excess of the amount of the transaction, and Bank will not be liable if circumstances beyond its control prevent the transaction, or the funds in your Account are or may be subject to legal process or other claim. Bank is not liable to you for any claim, cost, loss, or damage caused by an event that is beyond its reasonable control. In particular, Bank is not liable to you if circumstances beyond its reasonable control prevent or delay the Bank from performing its obligations for a service, including acting on a payment order, crediting a funds transfer to your Account, processing a transaction or crediting your Account.

Bank will not be liable for indirect, special, or consequential damages of any kind, regardless of the form of action.

If Bank fails to stop payment on an item, or pay an item bearing an unauthorized signature, forged signature, or forged endorsement or alteration, the Bank's liability, if any, will be limited to the face amount of the item.

In receiving items from you for withdrawal or deposit, Bank acts only as your agent. You are responsible for the condition of a check or item when you issue it. If a check or item is returned or payment is delayed as a result of any writing or marking you or a prior endorser placed on the front or back of the check or item, you will be responsible for any cost and liabilities associated with such return or delay. Bank reserves the right to refuse any item for deposit or to reverse credit for any deposited items or to charge your Account for items should they become lost in the collection process.

If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with Bank in the investigation of the loss, including providing Bank with an affidavit containing whatever reasonable information Bank requires concerning your Account, the transaction, and the circumstances surrounding the loss. You acknowledge Bank may notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. Bank will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless Bank has acted in bad faith, Bank will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you. You agree you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss.

The amount of any claim you have against the Bank in connection with your Account or any transaction with Bank, regardless of the form or type of action, may be reduced to the extent that your, your agents' or your employees' negligence or failure to exercise reasonable care contributed to the loss which is the basis of your claim and/or damages could not be avoided by Bank's use of ordinary care.

## **DORMANT ACCOUNTS**

If there has been no customer-initiated deposit or withdrawal activity in your Account for an extended period of time, Bank may transfer the Account to an inactive or dormant status. A demand deposit or checking account becomes inactive when no customer-initiated activity has occurred on the Account for a period of eleven (11) months and dormant when there has been no customer-initiated activity for a period of twelve (12) months. A savings account or certificate of deposit becomes inactive when there has been no customer-initiated activity for a period of twenty-three (23) months and dormant when there has been no customer-initiated activity for a period of twenty-four (24) months. Bank may assess fees in accordance with the Schedule for dormant Accounts.

If the Account remains inactive or dormant for a period of time determined by the laws of the state where the Account is located (see **Governing Law** section of this Agreement), and other requirements of applicable state law are met, Bank is required to report and remit the balance of the Account to the custody of the applicable state agency and Bank will thereafter have no liability to you for the balance remitted. To the extent permitted by law and this Agreement with you, Bank may assess a service charge

for maintaining the Account and providing unclaimed Account notices as provided in the Schedule. Bank reserves the right not to mail statements on Accounts which are dormant or on which previous statements have been returned undelivered. If you have not been receiving statements, disclosures, or tax notices on your Account, you should contact Bank to make sure it has your current address.

## **ACCOUNT STATEMENTS AND NOTICES**

### **Periodic Statements**

Bank will send a periodic Account statement for demand deposit or checking accounts and savings accounts to the current address listed on Bank's records. Bank will send only one Account statement or other notice for any Account, even if the Account has more than one owner. You agree that sending the Account statement or other notice to one owner qualifies as sending it to all owners, even if all owners do not have access to the mailing address of record for the Account.

In certain instances, Bank may offer a combined Account statement where a single statement reports activity for all accounts linked for the service; rather than separate statements for each linked Account. Accounts must contain identical ownership in order to be eligible to receive combined statements. Bank may restrict what types of accounts can be linked for a combined statement.

If you have chosen to receive your bank statements via Online Banking and you have enrolled with Bank to do so, Bank will send you an email informing you when your statement is available for review. *Please refer to **Electronic Communications** section below for more information regarding electronic bank statements and other electronic communications.*

You are responsible for promptly examining your statement each statement period and reporting any irregularities to Bank. The periodic statement will be considered correct for all purposes and Bank will not be liable for any payment made and charged to your Account unless you notify Bank in writing within certain time limits after the statement is made available to you.

Bank will not be liable for any unauthorized debit against your Account from any source, including but not limited to forged and altered checks, unless you notify Bank within thirty (30) calendar days after your statement is made available to you. Also, Bank will not be liable for any subsequent items paid, in good faith, containing an unauthorized signature or alteration by the same wrongdoer unless you notify Bank within thirty (30) calendar days after the statement and first altered or forged items were made available. Except for transactions covered by the EFTA, you must also report any other Account problem within sixty (60) calendar days after the statement is made available or lose your right to assert the problem against Bank. If the suspected Account problem involves a substitute check you receive, you may (under some circumstances) be entitled to make a claim for an expedited refund. Such a claim may be subject to different notification time frames.

Bank truncates your checks but may provide you with an image of your checks, pursuant to **Check Imaging** section of this Agreement, on the understanding that your original checks will not be returned to you with your statement. You agree Bank's retention of checks does not alter or waive your responsibility to examine your statements or change the time limits for notifying Bank of any errors.

## **Electronic Communications**

Bank generally provides Account notices, disclosures, and statements via U.S. postal service; however, you may request and/or consent to electronic delivery of Account notices, disclosures, and statements via Bank's website if you enroll in Personal Online Banking or Business Online Banking (collectively, "**Online Banking**") or if you open your Account(s) via Electronic Means. To implement this request, Bank must comply with the Electronic Signatures in Global and National Commerce Act ("**E-Sign Act**"), which requires you to affirmatively consent to the use of electronic records in this manner. Unless special circumstances exist (e.g., you open your Account(s) via Electronic Means), you may withdraw your consent with appropriate written notice without the imposition of any condition, consequence, or fee for such withdrawal of consent. There may be a fee assessed for paper-based periodic statements, please refer to the applicable Schedule for more information. You agree to notify the Bank immediately of any changes to your email address of record in order for the Bank to comply with your request to electronically communicate with you. You also agree Bank is not liable, due to your failure to notify Bank of changes, for any communication not received electronically by you as a result.

## **Notice of Amendments**

You agree the terms and conditions of this Agreement, including without limitation all fees and charges, may be amended by Bank from time to time. Bank will notify you of amendments as required by applicable law. Bank is not required to send you notice of Interest Rate and Annual Percentage Yield changes for variable rate Accounts. Your continued use of the Account evidences your agreement to any amendment. Notices will be sent to the most recent mailing address or email address, as applicable, shown on Bank's records for your Account. Only one notice will be given in the case of joint Account holders.

## **Account Changes**

Any Account holder or person authorized to sign on an Account is required to notify Bank in writing if any Account holder or other person authorized to sign on an Account dies or is declared incompetent by a court (see **Death or Incompetence** section of the Agreement). It is your responsibility to notify Bank of any change in your address or name. Bank is only required to honor items drawn on the listed Account name.

## **Effective Date of Notices**

Any written notice you give to Bank is effective when it is actually received by the Bank. Any written notice the Bank gives you is effective when it is deposited in the U.S. mail, postage prepaid, and address to you at the address reflected on Bank's records.

## **Legal Process**

All notices representing service of process on the Bank must be served in accordance with applicable state or federal law. The Bank accepts service of process through service on the Bank's (i) registered agent as evidenced on the applicable state's Secretary of State's website or (ii) Bank's Chief Legal Officer at Bank's corporate headquarters located at 1 East Washington Street, Suite 1400, Phoenix, AZ 85004. Any notice provided not in compliance with this section shall have no legal effect.

## **CHECK IMAGING**

Bank may provide you with an image of your canceled checks.

Check imaging is a process of capturing, indexing, storing, and retrieving electronic images of checks. Imaging systems replace the handling, distribution, and storage of checks with electronic images.

The images are retained by Bank for a period of seven (7) years from the date of the posting. By opening or using your Account, you agree to this procedure. You agree to allow an imaged document to serve as an original item for any and all purposes, including charging your Account or determining the validity of any signatures or otherwise.

Upon request by you, Bank will provide you, without charge, with legible copies of up to five (5) checks (front and back) from each Account statement per month. Additional copies of canceled checks are subject to the applicable service charges (see applicable Schedule). You can make a request for these copies by calling Bank at the applicable number provided in the **Important Bank Contact Information** section of this Agreement.

You agree if you arrange for the printing of your own checks, and the form, encoding, or format do not follow the Bank's check specification requirements and are not approved by Bank in advance, Bank will not be liable to you if the check image is less than legible.

You further agree to use only an ink color that reproduces clearly when imaged, for example dark blue or black, when filling in your checks. You agree Bank will not be liable to you if an imaged document reproduces improperly due to the fact you have used an ink color that does not reproduce clearly to fill in a check's payee, amount, maker's signature or other information.

## **WIRE AND ACH TRANSACTIONS**

### **Account and Name Matches**

With respect to wire transfers or other transfers of funds not governed by the EFTA, you agree to enter into and comply with the applicable wire transfer agreement and to comply with the applicable security procedures and this section. Receiving financial institutions (including Bank) are entitled to rely on any account or bank number you have provided even though that account or bank number may identify a party different from the person or entity you have described by name in any transfer order.

### **Provisional Payment**

Credit given by the Bank to you with respect to an ACH credit or wholesale (wire) funds transfer entry is provisional until Bank receives final settlement for such entry through a Federal Reserve Bank. If Bank does not receive final settlement, you are hereby notified and agree Bank is entitled to a refund of the amount credited to your Account in connection with such entry, and the party (the originator of the entry) making payment to you via such entry shall not be deemed to have paid you the amount of such entry.

### **Notice of Receipt**

Bank will notify you of the receipt of payments in the periodic Account statements Bank provides to you. You acknowledge Bank will not give next day notice to you of receipt of an ACH or wholesale (wire) funds transfer item.

### **International ACH Transactions**

Financial institutions are required by law to scrutinize or verify any international ACH transaction ("**IAT**") that they receive against the

Specially Designated Nationals (“**SDN**”) list of the OFAC. This action may, from time to time, cause Bank to temporarily suspend processing of an IAT and potentially affect the settlement and/or availability of such payments.

## **ACCOUNT CLOSURE**

### **Termination of Contract**

This Agreement between you and Bank, as it relates to the Accounts offered by Bank, can be terminated by either you or Bank at any time by a notice in writing. Either party may close your Account and effectively terminate this Agreement as to the Account at any time with or without cause. Bank will provide written notice to you in advance if Bank elects to terminate your Account relationship for any reason other than abuse of the Account relationship or to prevent a loss. You agree that advance written notice from Bank will be reasonable if it is mailed to your statement mailing address, or if you have consented to receive communications electronically or opened an account via Electronic Means, if emailed to the primary email address associated with your Account, immediately upon Account closure. You agree in instances of Account abuse or to prevent a loss, notice is reasonably given by Bank if mailed immediately upon Account closure. You may close any of your Accounts by notifying Bank in writing or in person at one of the Bank’s branch locations.

Such termination will not release you from any fees or other obligations incurred before the termination, those you incur in the process of closing out your Account, or for your liability on outstanding items. When an interest-bearing Account is closed, there may be accrued interest that has not been credited to the Account. In that case, Bank will NOT pay you the interest unless the parties have otherwise agreed.

### **Closure for Security Reasons**

Further, for security reasons, Bank may require you to close your Account and open a new Account if:

1. There is a change in authorized signers;
2. There has been a forgery or fraud reported or committed involving your Account;
3. Any Account checks are lost or stolen;
4. You have too many transfers from your Account; or
5. Any other provision of this Agreement with you is violated.

### **Bank Obligations Post Closing**

After an Account is closed, Bank has no obligation to accept deposits or pay any outstanding checks or charges. You agree to hold Bank harmless for refusing to honor any check drawn on a closed Account. In the event Bank closes your Account, Bank may mail you, at your statement mailing address, a Cashier’s Check for the applicable remaining Account balance. The termination of this Agreement and closing of an Account will not release you from any fees or other obligations incurred prior to the date upon which this Agreement is terminated and an Account closed, any fees assessed by Bank in the process of closing an Account, or any fees arising from your responsibility to maintain sufficient funds in an Account to cover any outstanding checks or other debit items.

## **DEATH OR INCOMPETENCE**

### **Notification**

You agree to notify Bank promptly upon the death or court-declared incompetency of any Account owner or authorized

signer on your Account. Until Bank is given written notice of such death or incompetence by you or a court, Bank may continue to honor checks, items, and instructions by those authorized on the Account. Bank may also freeze, refuse, or reverse deposits and transactions and/or return governmental benefit payments made to the Account holder if Bank becomes aware of the death or incompetence of an Account owner or authorized signer.

Upon notification to the Bank of the death or incompetence of a business owner, the business entity will provide documentation evidencing any change in the ownership or control of the entity following applicable legal formalities.

### **Account Information or Access**

On the death of the last surviving Account owner, the amount of the credit balance in your Account will be paid as permitted or required by law, federal and state regulations, and in accordance with Bank's security procedures. In the event of a death of an Account owner, Account information will be furnished upon request to the duly appointed estate administrator, trustee, or attorney. Bank may accept and comply with court orders, and take direction from court-appointed personal representatives, guardians, or conservators from states other than where your Account was opened or where the Account, property or records is held.

### **SYSTEMS AND SOFTWARE**

Bank shall not be responsible to you for any loss or damages suffered by you as a result of the failure of systems and software used by you to interface with Bank's systems or to initiate or process banking transactions whether such transactions are initiated or processed directly with Bank's systems or through a third-party service provider. You acknowledge you are solely responsible for the adequacy of systems and software utilized by you to process banking transactions and the ability of such systems and software to do so accurately.

### **IDENTITY THEFT**

Identity theft is on the rise across the United States. It is increasingly important you take steps to reduce the risk of becoming an identity theft victim. You should notify Bank immediately if you think you have been the victim of identity theft in order to mitigate your potential losses and protect your Account information. There are a number of useful online resources for consumers. For example, the Federal Trade Commission's website, [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft), is a one-stop national reference tool providing detailed information to help you deter, detect, and defend against identity theft. It will also help you address questions like:

- What are the steps I should take if I am a victim of identity theft?
- What is a fraud alert?
- What is a credit freeze?

To speak to a professional identity theft counselor, call 1-877-FTC-HELP (382-4357).

### **PRIVACY**

#### **Privacy Policy and Related Addenda**

The Bank believes your privacy is important. Bank will only disclose information to third parties about your Account(s) in accordance with the policies set forth in our **Privacy Policy**, which is incorporated by reference as it may be amended from time to



time. If you are a California resident, you may have additional rights under the California Consumer Privacy Act (“**CCPA**”) as described in the **Privacy Notice for California Residents**. You may request a copy of either by contacting Client Care at the phone number or email listed in the **Important Bank Contact Information** section of this Agreement or print a copy by visiting Bank’s website at [www.westernalliancebancorporation.com/privacy-legal-home/privacy-policy](http://www.westernalliancebancorporation.com/privacy-legal-home/privacy-policy).

### **Protected Health Information (as applicable)**

Except with prior notice, written approval by Bank, and a definitive written agreement between Bank and you, you shall ensure that you do not provide any protected health information (as that term is defined in the Health Insurance and Portability and Accountability Act (“**HIPAA**”)) to Bank and, in any event, that the providing of banking account services alone does not result in Bank being deemed a “business associate” under HIPAA or otherwise subject the Bank or its handling of such protected health information to compliance obligations under HIPAA or any other medical privacy laws, rules or regulations. You shall provide Bank with any necessary assistance as Bank may request should Bank’s provision of the Account(s) subject Bank to compliance obligations under HIPAA or related laws.

### **LEGAL ACTIONS AFFECTING YOUR ACCOUNT**

If you or your Account becomes involved in any legal proceedings, including but not limited to, subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant or similar order (collectively, “**Legal Action(s)**”), your use of the Account may be restricted. Bank shall be entitled to act upon any Legal Action served upon Bank which it reasonably believes to be binding, with no liability to you for doing so. If the Legal Action directs the Bank to release information about one or more, but not all, Account owners or signers or Accounts that are reported on a combined statement, Bank may release such information in accordance with the Legal Action.

If Bank is served with a Legal Action, Bank will comply accordingly with no liability to you. Or, in its discretion, Bank may freeze the assets in the Account and not allow any payments out of the Account until a final court determination regarding the Legal Action. Bank may do these things even if the Legal Action involves less than all owners of the Account. In these cases, Bank will not have any liability to you if there are insufficient funds to pay your items because Bank has withdrawn funds from your Account or in any way restricted access to your funds in accordance with the Legal Action. Any fees or expenses Bank may pay or incur in responding to a Legal Action (including, without limitation, attorneys’ fees, and Bank’s internal expenses) may be charged against 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 slightly reduced images 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 as 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 the Bank may be substitute checks. This section describes the rights you have

when you receive substitute checks from the Bank. The rights in this section do not apply to original checks or to electronic debits to your Account. However, you have rights under other laws with respect to those transactions.

### **What are your rights regarding substitute checks?**

In certain cases, federal law provides special procedures allowing you to request a refund for losses you suffer if a substitute check is posted to your Account (e.g., if you think the wrong amount was withdrawn from your Account or money was withdrawn from your Account more than once for the same check). The losses you may attempt to recover under these procedures may include the amount withdrawn from your Account and fees that were charged as a result of the withdrawal (e.g., NSF fees).

The amount of your refund under these procedures is limited to the amount of your loss or the amount of the substitute check, whichever is less. You are also 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 applicable laws. If you use these procedures, you may receive up to two thousand five hundred dollars (\$2,500) of your refund (plus interest if your Account earns interest) within ten (10) business days after the Bank receives your claim, and the remainder of your refund (plus interest if your Account earns interest) not later than forty-five (45) calendar days after the Banks receives your claim.

The Bank may reverse the refund (including any interest on the refund) if the Bank is able to demonstrate the substitute check was correctly posted to your Account.

### **How do I make a claim for a refund?**

If you believe you have suffered a loss relating to a substitute check you received and that was posted to your Account, please contact the Bank using the contact information provided in the **Important Bank Contact Information** section of this Agreement. You must contact the Bank within forty (40) calendar days of the date the Bank mailed or delivered (delivered by a means to which you agreed) the substitute check in question or the periodic Account statement showing the substitute check was posted to your Account, whichever is later. The Bank 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 (e.g., you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the following information to help Bank identify the substitute check: the check number, the name of the person to whom you wrote the check, the date the check was written, and the amount of the check.

### **FUNDS TRANSFER DISCLOSURES**

The following provisions are in addition to, and not in place of, any other agreements you have with Bank regarding funds transfers to and from your account. The terms used in this section are defined in Article 4A of the Uniform Commercial Code, as adopted by the state whose laws govern your Account. As used in these provisions, a funds transfer does not include a transaction made

using a Card. Examples of funds transfers covered by these provisions are ACH transactions and wire transfers (whether outgoing or incoming, foreign or domestic). Some consumer transfers referenced in this section may also be electronic fund transfers subject to EFTA and Regulation E as described below. If the transfer is governed by Regulation E Subpart A (*i.e.*, an EFT on consumer account), the provisions of the Electronic Funds Transfer Agreement section control in the event of conflict with this section.

### **Fund-Transfer System Rules**

Funds transfers to or from your account will be governed by funds-transfer system rule(s) of the applicable funds-transfer system through which the funds transfers are made including but not limited to Fedwire, ACH, the Clearing House Interbank Payments System (“CHIPS”), the Society for Worldwide Interbank Financial Telecommunication (“SWIFT”) or the Clearing House Real Time Payments (“RTP”), or other funds-transfer system utilized by Bank. Bank is under no obligation to honor, in whole or in part, any payment order or other instruction that could result in Bank violating applicable law, including, without limitation, requirements of OFAC and FinCEN.

### **Method of Transmission**

When acting upon your transfer instructions, Bank may use any means of transmission, funds-transfer system, clearing house, or intermediary bank that Bank reasonably selects.

### **Notice of Funds Transfers**

Bank will notify you of funds electronically debited from or credited to your Account through your Account statement covering the period in which the transaction occurred. Unless required by law, Bank is under no obligation to provide you with any additional notice or receipt.

### **Inconsistencies**

If a beneficiary of a payment order is identified by both name and account number, payment may be made by Bank and by any other financial institution based on the account number even if the name and the account number are not consistent or identify different parties. If an intermediary bank or a beneficiary’s bank is identified on a payment order by both name and account number, Bank and other financial institutions may rely on the account number even if the name and the account number are not consistent or identify different parties.

### **Erroneous Payment Orders**

You could lose funds if you provide incomplete or inaccurate information in your payment orders. Bank is under no obligation to detect errors you make in payment orders (*e.g.*, paying the wrong person or the wrong amount). Just because Bank detects an error once, Bank is not obligated to detect future errors. Bank will rely on the beneficiary account number and beneficiary bank identification number you provide with a payment order.

### **Duty to Report Unauthorized or Erroneous Transfers**

You’ll exercise ordinary care to determine whether a funds transfer to or from your Account was either not authorized or erroneous. Unless a different time period is noted in this Agreement, you must notify Bank of the facts within a reasonable time, not to exceed fourteen (14) days after (i) you have received your Account statement from Bank on which the funds transfer appears or (ii) you otherwise have notice of the funds transfer, whichever is

earlier. If you don't notify Bank within fourteen (14) days, you are precluded from asserting Bank is not entitled to retain payment for the funds transfer.

## **ACH Transactions**

These additional terms apply to payments to or from your Account that you transmit through an ACH:

- Your rights as to payments to or from your Account will be based on the laws governing your Account.
- When Bank credits your Account for an ACH payment, the payment is provisional until Bank receives final settlement through a Federal Reserve Bank or otherwise receives payment.
- If Bank does not receive final settlement or payment, Bank is entitled to a refund from you for the amount credited to your Account.
- Any Originating Depository Financial Institution (ODFI) may initiate, pursuant to ACH Operating Rules, ACH debit entries to your account for presentment or re-presentment of items you write or authorize.

## **Return of ACH Debit Entries**

**Consumer accounts only:** Under the Rules, Bank can seek the return of an unauthorized consumer ACH debit entry until midnight of the sixtieth (60th) calendar day following the Business Day Bank posted the ACH debit entry to your Account. To ensure Bank can meet this return deadline, you must notify Bank no later than fifteen (15) days after Bank sends or otherwise makes available to you the Account statement that reflects the unauthorized transaction. This right of return is in addition to your rights described in the Electronic Funds Transfer Agreement section of this Agreement.

**Business accounts only:** Under the Rules, Bank can seek the return of an unauthorized nonconsumer ACH debit entry until midnight of the Business Day following the Business Day Bank posted the ACH debit entry to your Account. To ensure the Bank can meet this return deadline, you must notify Bank no later than 3:00 p.m. Pacific Time on the Business Day following the Business Day the Bank posted the ACH debit entry to your Account. If you don't notify Bank in a timely manner of the unauthorized non-consumer ACH debit entry, Bank will not be able to return it without the cooperation and agreement of the originating bank and the originator of the debit entry. Any other effort to recover the funds must occur solely between you and the originator of the entry.

## **Liability for Transactions Not Governed by Regulation E**

For purchases and other transactions in consumer Accounts not governed by Regulation E, you're liable for all losses relating to unauthorized funds transfers that don't result solely from Bank's negligence or intentional misconduct, unless the laws governing your account require lesser liability.

## **Security Procedures**

You agree that Bank will follow a commercially reasonable security procedure to verify the authenticity of an instruction Bank receives to send a funds transfer from your Account. The security procedure may vary depending on whether Bank receives the instruction in person, in writing, by phone, or via online or mobile. If Bank offers, but you decline, an optional security procedure that is commercially reasonable, then you agree that the security procedure chosen to verify the payment order is commercially reasonable for your transaction. You agree to be bound by any

funds transfer request that Bank receives and verifies following a commercially reasonable security procedure, even if the payment order was not authorized by you. More details about the security procedures may be found in the applicable funds transfer agreement or Treasury Management Services Agreement.

**Consumer accounts only:** This provision applies to fund transfers governed by Article 4A of the Uniform Commercial Code and not electronic fund transfers governed by Regulation E, Subpart A (except for certain “instant payments” where both may apply). For more information about your rights and responsibilities related to electronic fund transfers as defined by Regulation E, please see the Funds Transfer Agreement section of this Agreement.

### **Rejecting a Funds Transfer Request**

Bank may reject a funds transfer request without any liability to you. Some examples may include, if you don't have enough available funds in your account for the funds transfer and applicable fees, if Bank is unable to verify a payment order or person requesting the funds transfer, or if Bank is unable to complete the request for any other reason. If required by law, Bank will notify you of its decision to reject the request.

## **ELECTRONIC FUNDS TRANSFER AGREEMENT**

This Electronic Funds Transfer Agreement disclosure is made in compliance with federal law regulating electronic funds transfer (“**EFT**”) services and only applies to EFTs that authorize Bank to debit or credit a *consumer* Account. A consumer account is established primarily for consumer, family, or household purposes. If your Account is used primarily for business purposes, the provisions explaining a consumer's liability for unauthorized transfers do not apply to you, although as a matter of practice the Bank generally follows the error resolution procedures described herein for business Accounts, despite not being required to do so and Bank may, in its discretion, change its practices regarding business Accounts at any time without notice. EFTs are generally defined under the EFTA as any transfer of funds that is initiated through an electronic terminal, telephone, computer, or magnetic tape for the purpose of ordering, instructing, or authorizing a financial institution to debit or credit a consumer's account. The following disclosures set forth your and our rights and responsibilities concerning EFTs.

In this section, the words “you” and “your” mean those who sign as signers or any authorized user(s). For purposes of these EFT disclosures, the Bank's business days are Monday through Friday. Holidays are not included.

### **Privacy of Your Electronic Transactions**

Regarding the privacy of your personal information on your Accounts to and/or from which EFTs are permitted, the Bank does not share or disclose your nonpublic personal information to any non-affiliated third parties other than for the permissible exceptions to process your transactions, maintain your Account(s), respond to court orders and legal investigations, or report Account information to the credit bureaus. Please refer to the Bank's Privacy Policy for additional details. In addition to the copy provided at Account opening, you may request a copy at any time by calling Client Care at the phone number in the **Important Bank Contact Information** section of this Agreement during normal business hours, or print from our website by accessing the following web address using any Internet-accessible device: [www.westernalliancebancorporation.com/privacy-legal-home/privacy-policy](http://www.westernalliancebancorporation.com/privacy-legal-home/privacy-policy).

## Currency Conversion Information

When you use your Card at a merchant that settles in a currency other than U.S. dollars, the charge will be converted into the U.S. dollar amount. The currency conversion rate used to determine the transaction amount in U.S. dollars is either:

- A rate selected by the applicable Card network from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate the Card Network itself receives; or
- The government-mandated rate in effect for the applicable central processing date.

In each instance, the rate will be plus or minus any adjustment determined by the Card issuer. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

## Debit and ATM Cards

You may use your Card and personal identification number (“**PIN**”) issued to you to pay for purchases from merchants who have agreed to accept the card at Point of Sale (“**POS**”) terminals within the networks identified on your Card and such other terminals as the Bank may designate from time to time. POS transactions will be deducted from your Primary Account. “Primary Account” means the Account you select as the main account for all Card transactions. POS transactions involving a refund will be credited to your Primary Account.

You may use the Card and PIN issued to you to initiate transactions within the networks identified on your Card and such other facilities as Bank may designate from time to time, such as ATMs. Unless you specify a different Account during ATM transactions, your Primary Account will be used for your transactions. Your Primary Account number and information may be obtained from the initial forms you completed when you requested your Card(s).

You may use your Card to:

- Withdraw cash from your checking and savings Accounts.
- Transfer funds between your checking and savings Accounts whenever you request.
- Pay for purchases at places that have agreed to accept Cards.
- Pay bills directly from your checking Account in the amounts and on the days you request.
- Obtain balance information on your deposit Accounts.

## Limitations on Frequency and Amount

- You may make as many ATM withdrawals per day within the total daily cash withdrawal limits established. (Per transaction fees may apply).
- To protect your Accounts, there are daily dollar limits for withdrawals, even if your available balance is higher than the daily dollar limit. Subject to available funds in your Account, the Bank has established the following limits:

**ATM and Debit Card** – You have a daily cash withdrawal limit of one thousand dollars (\$1,000) and a daily combined point of sale and debit card purchase limit of one thousand five hundred dollars (\$1,500) for a daily combined cash and purchase limit of two thousand five hundred dollars (\$2,500).

- The maximum amount you are able to withdraw from a particular ATM may also be set by the institution which owns the ATM and may be lower than the limits set by Bank.

- You may not stop payment on a Card transaction.
- Card may be revoked without notice to the cardholder or repossessed by Bank at any time and must be surrendered upon demand.
- Card transactions described in this section are included in the limitations described in **Limits on Savings and Money Market Transfers and Withdrawals** section of this Agreement.
- Financial institutions who have agreed to accept Cards at POS terminals are not required to make available a receipt for small-value transactions of fifteen dollars (\$15.00) or less.

### Foreign ATM Transaction Fees

When you use an ATM not owned by Bank (“Foreign ATM”), you may be charged a fee by the ATM operator (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer). The fees discussed below may be applicable at Foreign ATMs or on ATM transactions not processed through the MoneyPass® ATM system.

- There is no charge for ATM withdrawals when using MoneyPass® ATMs. Please visit [www.moneypass.com](http://www.moneypass.com) for a list of locations.
- Card transactions described in this section are included in the limitations described in **Limits on Savings and Money Market Transfers and Withdrawals** section of this Agreement.
- You are responsible for any Card network fees assessed for transactions conducted outside the U.S.

### Preauthorized Electronic Funds Transfers

You may arrange for Bank to complete the following preauthorized transfers to or from your deposit Accounts:

- Pay certain recurring bills from your checking or savings Account (“**Preauthorized Payments**”); and
- Accept direct deposit to your checking or savings Account (“**Preauthorized Credits**”).

Limitations on Frequency and Amount:

- There is no limit on the frequency or amount of Preauthorized Credits to your Accounts.
- Preauthorized Payments are subject to the limitations described in **Limits on Savings and Money Market Transfers and Withdrawals** section of this Agreement.

### Special Rules for Preauthorized Payments

Bank does not charge for any Preauthorized Payments on consumer Accounts but business Accounts may be charged related transaction fees.

If you have told the Bank in advance to make regular payments or Preauthorized Payments from your Account(s), you can stop any of these payments. Here’s how: Call or write to Bank at the telephone number or address set forth in the **Important Location and Contact Information** section of this Agreement, in time for Bank to receive your request three (3) Business Days or more before the Preauthorized Payment is scheduled to be made. If you call, the Bank may also require you to put your request in writing and get it to the Bank within fourteen (14) days after you call. Bank may charge you a fee (as described in the applicable Schedule) for each stop payment order you give.

If these Preauthorized Payments may vary in amount from the previous transfer under the same authorization or from the preauthorized amount, the person you are going to pay should provide you with the amount and date of the transfer at least

ten (10) days before the scheduled date of the transfer. You may, however, choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

If you order Bank to stop one of these Preauthorized Payments three (3) Business Days or more before the transfer is scheduled, and the Bank does not do so, it will be liable for your losses or damages.

### Special Rules for Preauthorized Credits

There may be a delay between the time a deposit is made and when it will be available for withdrawal. The Bank reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an Account below a required balance, or otherwise require the Bank to increase its required reserve on the Account (if applicable).

### **Other EFT Transactions**

You may access certain Account(s) you maintain with Bank by other EFT transaction types as described below:

Foreign Remittance Transfers: Foreign remittance transfer is defined broadly as all EFTs initiated by a consumer in the U.S., for personal, family or household purposes, sent to designated recipients located in foreign countries. Foreign remittance transfers in the amount of fifteen dollars (\$15.00) or less are exempt from the applicable rule. Bank only initiates foreign wire remittance transfer services for existing customers. A foreign wire remittance transfer submitted by a trust or business is excluded from the applicable regulations. At the time you initiate a foreign remittance transfer, you will be provided the required disclosures governing your rights and responsibilities and any fees associated with this service.

Electronic Check Conversion: You may authorize a merchant or other payee to make a one-time electronic payment from your checking Account using information from your check to pay for purchases or pay bills. Electronic check conversion is a payment process in which a merchant (after obtaining your authorization) uses your check to gather routing, Account, and check number information to initiate a one-time EFT. This type of EFT transaction involving a consumer account is covered by the EFTA. A description of the transaction will appear on your statement.

Re-presented Check Transactions and Fees: You may authorize a merchant to electronically collect a fee associated with the re-presentation of a check that is returned due to insufficient or unavailable funds. The resulting fee transaction if debited as an EFT from a consumer Account is covered by the EFTA. When a merchant re-presents a check electronically, that transaction is not covered by the EFTA. A description of the transaction will appear on your statement.

### **Consumer Cardholder Liability**

Tell Bank AT ONCE if you believe your Card, Card number, or PIN has been lost or stolen, or if you believe that an EFT has been made without your permission using information from your check. Telephoning is the best way to keep your possible losses down. You could lose all the money in your Account (plus your maximum overdraft line of credit). If you tell Bank within two (2) Business Days after you learn of the loss or theft of your Card, Card number, or PIN, you can lose no more than fifty dollars (\$50.00) if someone used your Card or PIN without your permission.



If you do NOT tell Bank within two (2) Business Days after you learn of the loss or theft of your Card, Card number, or PIN, and the Bank can prove it could have stopped someone from using your Card, Card number or PIN without your permission if you had told the Bank, you could lose as much as five hundred dollars (\$500.00).

Also, if your statement shows transfers you did not make, including those made by Card, code, or other means, tell the Bank at once. If you do not tell the Bank within sixty (60) days after the statement was mailed or made available (in the case of electronic statements) to you, you may not get back any money lost after the sixty (60) days if the Bank can prove it could have stopped someone from taking the money if you had told the Bank in time. If a good reason (such as a long trip or a hospital stay) kept you from telling the Bank, Bank will extend the time periods.

If you believe your Card, Card number, or PIN has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission, contact the Bank immediately using the contact information provided in the **Important Bank Contact Information** section of this Agreement.

You should also call or write the Bank if you believe a transaction has been made using information from your checks without your permission.

### **Business Cardholder Liability**

Business Account holders are solely responsible for maintaining the security of its Card, Card numbers and PINs and their use by you and your employees and other agents. You shall be liable for the acts of your employees and agents related to your Card(s). If you provide another person with the means to perform transactions related to your Accounts using your Card, Card number and/or PIN, any resulting transactions will be treated as if they were performed and authorized by you. If you believe that an erroneous or unauthorized transaction has occurred using your Card(s), Card(s) number or PIN, or if a Card has been lost or stolen, or if you want to cancel Card issued to you or your authorized signer, you must immediately telephone Bank at the number provided in the **Important Bank Contact Information** section of this Agreement.

A Business Account holder generally will not be liable for Card transactions it did not make or authorize, provided that, such transactions occurred before the end of the 60-day period described herein. If your Account statement shows Card transactions that you did not make or authorize, tell the Bank at once. If you do not notify the Bank within sixty (60) days after the statement was mailed or made available (in the case of electronic statements) to you, you will be liable for any additional unauthorized Card transactions that occurred after the 60-day period and before you provided notice to the Bank if the Bank can prove it could have stopped those Card transactions had you promptly notified Bank). If do not notify the Bank within the sixty (60) days, you may not get back any money lost after the sixty (60) days if the Bank can prove Bank could have stopped someone from taking the money if you had told the Bank in time.

### **Bank Liability**

If the Bank does not complete a transfer to or from your Account on time or in the correct amount according Bank's agreement with you, the Bank will be liable for your losses or damages. However, there are some exceptions. The Bank will NOT be liable for instance:

- If, through no fault of the Bank's, you do not have enough money in your Account to make the transfer.
- If the money in your Account is subject to legal process or other claim restricting such transfer.
- If the transfer would go over the credit limit on your overdraft line.
- If the ATM where you are making the transfer does not have enough cash.
- If the terminal was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond the Bank's control (such as fire or flood) prevent the transaction, despite reasonable precautions that the Bank has taken.
- There may be other exceptions stated in the agreement with you.

## Documentation

**Periodic Statement:** For all Accounts to or from which EFTs can be made, the Bank will send a periodic statement for each monthly statement cycle in which an EFT has occurred and at least quarterly if no EFT has occurred, such as the case on savings Accounts.

**Terminal Receipt:** You can get a receipt at the time you make any transfer to or from your Account using an ATM or a POS terminal unless the POS transaction is for fifteen dollars (\$15.00) or less.

## Other Provisions

**Stop Payments on ATM, POS, or Debit Card Transactions:** You may not place a stop payment order on any Card transaction.

**Personal Identification Number ("PIN"):** The PIN issued to you is for your security purposes. The numbers are confidential and should not be disclosed to third parties or recorded on the Card. You are responsible for safekeeping your PIN(s). You agree not to disclose or otherwise make your PIN available to anyone not authorized to sign on your Account(s).

**Notices:** All notices to you will be effective when the Bank has mailed them to your last known address on our records or made them available to you in the case of electronic notices unless a different effective date is stated in the notice. Notices from you will be effective when received by the Bank at the telephone number or the address specified in **Important Bank Contact Information** section of this Agreement. The Bank reserves the right to change the terms and conditions upon which EFT service is offered. The Bank will mail (or make available to you) notice to you at least twenty-one (21) days before the effective date of any change, or as required by applicable law. Use of this service is subject to existing regulations governing your Account and any future changes to those regulations.

**Termination of ATM or POS:** You agree that the Bank may terminate your use of the Card or POS services, if:

1. You or any authorized user of your Card or PIN, breach this Agreement or any other agreement with the Bank;
2. The Bank has reason to believe there has been an unauthorized use of your Card or PIN; or
3. The Bank notifies you, or any other party to your Account, it has canceled or will cancel this Agreement.
4. You or any other party to your Account can terminate this Agreement by notifying Bank in writing.

Termination of service will be effective the first Business Day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

## **In Case of Errors or Questions About Your Electronic Funds Transfers**

Telephone, write or email Bank as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on your statement or receipt. The Bank must hear from you no later than sixty (60) days after it sends or makes available to you the FIRST statement on which the problem or error appeared. See **Important Bank Contact Information** section of this Agreement for applicable contacts.

When you contact the Bank, you will be required to provide the following information:

- Your name and Account number (if any);
- Describe the error or the transfer you are unsure about, why you believe it is an error, or why you need more information; and
- The dollar amount of the suspected error.

If you notify the Bank verbally, it may require that you send information about the suspected error or your question in writing within ten (10) Business Days.

The Bank will determine whether an error occurred within ten (10) Business Days after it hears from you and will correct any error promptly. If Bank needs more time, however, it may take up to forty-five (45) days to investigate your concern or questions. If Bank decides to do this, it will credit your Account within ten (10) Business Days for the amount you think is in error, so you will have the use of the money during the time it takes Bank to complete its investigation. If Bank asks you to put your concern or question in writing and it does not receive it within ten (10) Business Days, it may not credit your Account.

For errors involving new Accounts, POS, or foreign-initiated transactions, Bank may take up to ninety (90) days to investigate your concern or question. For new Accounts, Bank may take up to twenty (20) Business Days to credit your Account for the amount you think is in error.

Bank will tell you the results within three (3) Business Days after completing its investigation. If Bank determines there was no error, the Bank will send you a written explanation. In addition, the Bank may reverse any provisional credit previously provided to you. You may ask for copies of the documents that Bank used in its investigation.

If a notice of error involves unauthorized use of your Card with the Visa® logo when it is used for a POS debit transaction, Bank will provide provisional credit within five (5) Business Days after you notify Bank. Bank may withhold providing this accelerated provisional credit, to the extent allowed under applicable law, if the circumstances or Account history warrants such delay.

## **LAWS, RULES, AND REGULATIONS**

### **Governing Law**

This Agreement, all Accounts and services provided to you, and any dispute relating to those Accounts and services are governed by federal law and the laws of the State of Arizona, except

when the law of the state where your Account is located is not superseded by federal law. Your Account is considered located in the following state:

- If you opened your Account in person, the U.S. state where you opened the Account;
- If you opened your Account by mail, internet, or other remote means and you resided in a U.S. state where Bank had a branch office at that time, the state where you resided; or
- If you opened your Account by mail, internet, or other remote means and you did not reside in a U.S. state where Bank had branch offices at that time, Arizona.

## **Network Rules**

In addition, transactions on your Account are also subject to applicable clearinghouse and Federal Reserve Bank rules and regulations. You understand Bank must comply with these laws, regulations, and rules. You agree if there is any inconsistency between the terms of this Agreement and any applicable law, regulation, or rule, the terms of this Agreement will prevail to the extent any such law, regulation, or rule may be modified by agreement between you and Bank.

## **Laws Applicable Based on Account Purpose**

The Bank's obligations pursuant to law, regulation, or policy applicable only to consumer Accounts shall not apply to business or commercial Accounts. Activity in consumer Accounts is expected to be for consumer purposes only. Business or commercial activity should not be conducted in consumer Accounts.

## **Unlawful Internet Gambling Enforcement Act ("UIGEA")**

You agree to comply with all applicable laws and regulations, both state and federal, in the usage of your Account. You agree not to use any Account in any illegal activity, including but not limited to Internet gambling. You are prohibited from processing transactions through your Account that are unlawful under the UIGEA. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling. You agree that if anyone asks Bank to process a transaction it reasonably believes is restricted under UIGEA, Bank may block or refuse any transaction that may violate this provision and take any other action Bank deems to be reasonable under the UIGEA and this Agreement.

## **RESOLVING DISPUTES**

For the purposes of this section, a "party" refers to either you or Bank and "parties" refers to both you and Bank. Further, the parties will resolve disputes over the telephone or within the branch office where you opened your Account. The parties agree that upon the election of either party, unresolved disputes will be resolved by binding arbitration, and not through litigation in any court. Claims in arbitration will proceed on an individual basis, on behalf of the named parties only.

You have the right to opt out of this agreement to arbitrate if you notify Bank in writing within sixty (60) days of opening your Account. If you want to opt out, contact your relationship officer. Otherwise, this agreement to arbitrate will apply without limitation, regardless of whether i) your Account is closed, ii) you pay Bank in full any outstanding debt you owe, or iii) you file for bankruptcy.

In the event you opt out of arbitration, you irrevocably waive all right to, and will not seek, trial by jury in any action, proceeding, or counterclaim, of whatever type or nature, arising out of this Agreement. Any claim in connection with the Accounts subject to or governed by this Agreement must be brought against the Bank within two (2) years of the occurrence of the cause of action, except as prohibited by applicable law.

1. YOU HAVE A RIGHT TO OPT OUT OF THIS AGREEMENT TO ARBITRATE, AS DISCUSSED ABOVE. UNLESS YOU OPT OUT OF ARBITRATION, THE PARTIES ARE WAIVING THE RIGHT TO HAVE THE DISPUTE HEARD BEFORE A JUDGE OR JURY, OR OTHERWISE TO BE DECIDED BY A COURT OR GOVERNMENT TRIBUNAL.
2. THE PARTIES ALSO WAIVE ANY ABILITY TO ARBITRATE OR LITIGATE IN COURT ANY CLAIM OR DISPUTE AS A CLASS ACTION, EITHER AS A MEMBER OF A CLASS OR AS A REPRESENTATIVE OF THAT CLASS IN COURT OR IN ARBITRATION.
3. ARBITRATION IS FINAL AND BINDING ON THE PARTIES INVOLVED AND SUBJECT TO ONLY A VERY LIMITED REVIEW BY A COURT.
4. IN ARBITRATION, THE PARTIES ARE WAIVING THEIR RIGHT TO LITIGATE IN COURT, INCLUDING THEIR RIGHT TO A JURY TRIAL.
5. DISCOVERY IN ARBITRATION IS MORE LIMITED THAN DISCOVERY IN COURT.
6. ARBITRATORS ARE NOT REQUIRED TO INCLUDE FACTUAL FINDINGS OR LEGAL REASONING IN THEIR AWARDS. THE RIGHT TO APPEAL OR TO SEEK MODIFICATION OF ARBITRATORS' RULINGS IS VERY LIMITED.
7. A PANEL OF ARBITRATORS MIGHT INCLUDE AN ARBITRATOR WHO IS OR WAS AFFILIATED WITH THE BANKING INDUSTRY.
8. ARBITRATION WILL APPLY TO ALL DISPUTES BETWEEN THE PARTIES, NOT JUST THOSE CONCERNING THIS AGREEMENT.
9. IF YOU HAVE ANY QUESTIONS ABOUT ARBITRATION, CONSULT YOUR ATTORNEY OR THE AMERICAN ARBITRATION ASSOCIATION.

You agree that proper jurisdiction and venue for any arbitration or litigation regarding your Account will be in the county of Bank's banking office where your Account is located under the **Governing Law** section of this Agreement. In the event of any controversy, dispute, or claim between you and Bank (including its employees, agents, or assigns) arising from any agreement, provision, or procedure relating to any Account you have with Bank under this Agreement, any such controversies or claims will, at the election of either party, be settled by arbitration in accordance with the Federal Arbitration Act.

- A. Arbitration proceedings will be administered by the American Arbitration Association and will be subject to its commercial rules of arbitration.
- B. For purposes of the application of the statute of limitations, the filing of arbitration pursuant to this paragraph is the equivalent of the filing of a lawsuit, and any claim or controversy which may be arbitrated under this paragraph is subject to any applicable statute of limitations. The arbitrators will have the authority to decide whether any such claim or controversy is barred by the statute of limitations, and if so, to dismiss the arbitration on that basis.

- C. If there is a dispute as to whether an issue is subject to arbitration, the arbitrators will have authority to resolve any such dispute.
- D. The decision that results from an arbitration proceeding may be submitted to an authorized court of law in an effort to confirm, modify, vacate or enforce an award.
- E. This provision does not limit either your right to:
  - 1. Exercise self-help remedies, such as setoff or
  - 2. Act in a court of law, before, during or after the arbitration proceeding to obtain: i) a provisional or interim remedy, and/or; ii) additional or supplementary remedies.
- F. The pursuit of, or a successful action for provisional, interim, additional, or supplementary remedies, or the filing of a court action, does not constitute a waiver of either your right or Bank's right to submit the controversy or claim to arbitration if the other party contests the lawsuit.

Judgment upon an arbitration award may be entered in a court having jurisdiction subject to the following limitation: the arbitration award is binding upon the parties only if the amount does not exceed four million dollars (\$4,000,000). If the award exceeds that limit, either party may commence legal action for a court trial de novo. Such legal action must be filed within thirty (30) days following the date of the arbitration award; if such legal action is not filed within that time period, the amount shall be binding. The arbitrator(s), or a court of law, as the case may be, shall award to the prevailing party in recovery of all costs and fees (including reasonable attorneys' fees and costs, arbitration administration or court fees and costs, and arbitrator's fees).

## **MISCELLANEOUS PROVISIONS**

### **Call Monitoring**

The Bank may monitor, record, and retain communications between its representatives and you for reasonable business purposes, including security and quality assurance, without further notice to anyone. Monitored and recorded communications include telephone conversations, electronic messages, electronic records, or other data transmissions. By communicating with Bank personnel through these or other channels, you are consenting to such monitoring and recording. The Bank will not remind you that it may be monitoring or recording a call at the outset of the call unless required by law to do so. You consent and agree in advance to these terms and conditions.

### **Bank Actions**

Bank reserves the right to convert your Account to another deposit account type (by giving you any required notice) if you use the Account inappropriately or fail to meet the Account's requirements, Bank determines an Account is inappropriate for you based on your usage, or Bank discontinues offering the type of Account you have.

If you ask the Bank to follow instructions it believes might expose Bank to any claim, liability, or damages, Bank may refuse to follow your instructions or may require a bond or other protection, including your agreement to indemnify Bank and related parties. In the event of any adverse or conflicting claims or demands being made in connection with your Account, or in the event the Bank in good faith is in doubt as to what action it should take regarding your Account, Bank may (A) place a hold on funds in your Account until such time as the Bank receives an appropriate court order or other assurance reasonably satisfactory to it as to the disposition of funds in the Account, and/or (B) commence

an interpleader action or other appropriate action in a court of competent jurisdiction to determine the respective rights and obligations of the parties with respect to such funds and your Account. Upon placing such a hold or commencing such an action, Bank will be relieved of any liability with respect to such funds and your Account.

### **Reimbursement of Bank Costs**

You agree to be liable to the Bank, to the extent permitted by law, for any loss, costs, or expenses (including attorneys' fees) that the Bank may incur as a result of any dispute, legal proceeding, or other action involving your Account. You authorize the Bank to deduct any such loss, costs, or expenses from your Account without prior notice to you or any obligation to bill you separately. This obligation includes disputes between you and the Bank involving your Account and situations where the Bank becomes involved in disputes between you and an authorized signer, a joint owner, or a third party claiming an interest in your Account. It also includes situations where any action taken on your Account by you, an authorized signer, a joint owner, or a third party causes the Bank to seek the advice of an attorney, whether or not the Bank actually becomes involved in a dispute.

Any action by the Bank for reimbursement from you for any losses, costs or expenses may also be made against your estate, heirs, and legal representatives, who shall be liable for any claims made against and expenses incurred by the Bank.

### **Waiver of Rights by Bank**

You agree that Bank may waive, in its sole discretion, any fee, charge, term, or condition set forth in this Agreement or Schedule at the time the Account is opened or subsequent thereto, on a one-time basis or for any period or duration, without changing the terms of this Agreement or your obligation to be bound by this Agreement, and Bank is not obligated to provide similar waivers in the future or waive its rights to enforce the terms of this Agreement.

### **Severability**

If a court finds any provision of this Agreement to be invalid or unenforceable, such finding shall not make the rest of this Agreement invalid or unenforceable. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

### **Attorneys' Fees**

In the event either party brings a legal action to enforce this Agreement or collect amounts owing as a result of any Account transaction, the prevailing party shall be entitled to reasonable attorneys' fees and costs, including fees on any appeal, subject to any limits under applicable law.

## Important Bank Contact Information

Please see below for important Bank contact information. For a complete listing of the Bank's branch locations, visit the Bank's website at [www.westernalliancebancorporation.com](http://www.westernalliancebancorporation.com).

**Primary Contact Number** (e.g., general inquiries, account records, check images, reporting authorized EFTs or errors, or request privacy notice):

Client Care (888) 995-2265

### Primary Mailing Address:

Western Alliance Bank  
Attention: Client Care  
1 East Washington St, Suite 1400  
Phoenix, AZ 85004

### Credit Cards:

24-hour Customer Support (866) 839-3409

Report a Lost or Stolen Credit Card (866) 604-0381

### ATM/Debit Cards:

ATM/Debit Card Activation & Change PIN (866) 392-9952

Report a Lost or Stolen ATM/Debit Card (800) 236-2442

### Service of Legal Process:

Western Alliance Bank  
Attention: General Counsel  
One E. Washington St., Suite 1400  
Phoenix, AZ 85004



## GLOSSARY

Unless otherwise defined herein, capitalized terms shall have the following meanings:

**ACH** means automated clearinghouse.

**Accounts** means your deposit accounts held at Bank.

**Agreement** means, collectively, this document, the signature card or account agreement, certificate of deposit receipt (as applicable), the applicable rate and fee schedules (which includes the Rate Chart and Schedule of Fees and Charges, and, if applicable, the TISA Disclosure collectively referred to as, "**Schedule(s)**"), the Privacy Policy (see **Privacy** section for more information).

**Business Day** means Monday through Friday, excluding Saturday, Sunday or any bank or legal holiday.

**Card** means a Bank-issued debit or ATM card.

**EFTA** means the Electronic Funds Transfer Act.

**Electronic Means** means through a Bank-approved Internet web site or mobile application.

**FinCEN** means the Financial Crimes Enforcement Network.

**IRS** means Internal Revenue Service.

**TISA Disclosure** means the Truth in Savings Account Disclosure as applicable to your Account(s).

**NSF** means non-sufficient or insufficient funds.

**OFAC** means the Office of Foreign Assets Control of the U.S. Department of Treasury.

**Rules** means, collectively and as applicable, the NACHA Operating Rules and Guidelines and any local ACH association rules or guidelines.

