
Deposit Account Agreement

Effective Date: June 28, 2024



FREMONT
BANK



TERMS and CONDITIONS ADDENDUM

The following reflects changes to your Deposit Account Agreement; all other terms and conditions will remain the same.

Change in Terms

Funds Availability

Effective July 01, 2025

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. In some cases, depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. Effective July 1, 2025 the amount of your deposit that will be available for withdrawal on the first business day is increasing from \$225 to \$275 and the amount on exception holds for large deposits and new accounts, not subject to next day availability, will increase from \$5,525 to \$6,725. In addition, the threshold for determining a repeat overdraft increases from \$5,525 to \$6,725.

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Our Agreement with You

Welcome to Fremont Bank. **This booklet, your signature card, Privacy Notice, Account Terms and Conditions, Schedule of Fees and Charges, and the other documents we provide to you** when you open your account (collectively, this “Agreement”), represent our agreement with you and contain important information about your account. Please read them carefully. By signing our signature card, requesting an account, or maintaining an account, you acknowledge that you have reviewed, understand and agree to be governed by each, as amended by us from time to time. NOTE: IF A DISPUTE ARISES BETWEEN US, THIS AGREEMENT MAY REQUIRE THE DISPUTE TO BE RESOLVED THROUGH JUDICIAL REFERENCE, RATHER THAN BY JURY TRIAL. PLEASE CAREFULLY READ THE “DISPUTE RESOLUTION” PROVISION AS DESCRIBED IN THIS DISCLOSURE.

In this Agreement, the words “you” and “your” refer to the owner(s) and authorized signer(s) of an account; “we,” “us,” “our,” and “Bank” refer to Fremont Bank. Our “business days” are Monday through Friday, excluding federal holidays. Unless otherwise specified, any times indicated are Pacific Time. “Item” means any order, instruction or authorization to withdraw or pay funds or money from or to an account, and may include transactions presented as a check, ACH debit and/or credit, funds transfer, teller cashed withdrawal, ATM withdrawal or transfer, Card purchase, fee, charge, or other transaction that adds to or subtracts from your account.

Our Relationship with You

Unless otherwise expressly agreed in writing, our relationship with you shall be that of debtor and creditor. No fiduciary, quasi-fiduciary, or other special relationship exists between you and us.

Any internal policies or procedures that we may maintain in excess of reasonable commercial standards and general banking usage are solely for our own benefit and shall not impose a higher standard of care than otherwise would apply in their absence. There are no third party beneficiaries to this Agreement. If you open a business account, you agree not to use it primarily for personal, family or household purposes.

Important Information About Opening A New Account

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

What this means for you: When you open an account, we will ask for your name, physical address, date of birth, and other information that will allow us to identify you. We may also ask for your driver's license or other identifying documents.

Ownership of Accounts

This section describes some of the ways that title can be held to an account. You must clearly indicate on your signature card or application the exact way you want your account to be owned and held. You may designate another person to write checks on the account by granting him/her a power of attorney on a form acceptable to us. You may wish to consult with an attorney and/or tax advisor before deciding which form of ownership is best for you. We may rely solely on our account records to determine the ownership of your account.

Individual Accounts

If you open an account in your name alone (one person), you have complete ownership interest in the account.

Joint Accounts

If your account is a joint account, each joint owner may withdraw, by any means we make available, any or all of the funds on deposit, close the account or stop payment on any check drawn on the account. Each joint owner guarantees the signatures of the other joint owner(s) and authorizes the other(s) to endorse checks for deposit if they are payable to any of the joint owners. Each joint owner expressly agrees that we may enforce liability for overdrafts in the joint account against any joint owner individually, regardless of whether the owner participates in the transaction or benefits from its proceeds. Notice provided by us to any one joint owner is effective as notice to all joint owners.

Joint Tenancy Accounts

If you open an account with others in “joint tenancy,” each owner will have an equal ownership interest in the account during his or her lifetime. If one joint tenant dies, ownership of the account will automatically pass to the surviving joint tenant(s). Unless you designate a particular form of vesting on your signature card or application, we will assume that personal accounts opened by two or more natural persons are intended to be joint tenancy accounts with right of survivorship.

Tenants In Common Accounts

If your account is opened with others as “tenants in common,” each owner will have some interest in the account, but not necessarily an equal interest. When an owner dies, his or her share does not pass automatically to the surviving owner(s). Instead, it goes to the estate or other legal successor of the deceased owner. Upon the death of any owner, we may continue to follow the instructions of any surviving owner or the personal representative of the deceased owner. If there is any uncertainty or a dispute over the account or its funds, however, we may freeze funds in the account until the surviving owner(s) and the heir(s) or legal representative of the deceased owner agree on the account’s disposition.

Accounts with a Named Beneficiary

(Informal Trust, Totten Trust, In Trust For, As Trustee For, or Pay(able)-on-Death Accounts)

If you open an account “in trust” or “as trustee” for someone else (e.g., your child) and there is no trust document, the account will pass to the beneficiary upon the

death of the last surviving account owner. If there is more than one beneficiary, each will receive an equal share of the funds unless you have given us other specific written instructions. During your lifetime, you may exercise full control over the account and may make deposits to and withdrawals from the account. The death of the beneficiary, prior to your death, revokes any rights the deceased beneficiary has in the account. You can arrange to change the beneficiary during your lifetime by contacting us. Tax information is reported to the Internal Revenue Service using the tax identification number of an individual owner or trustee of the account.

Formal Trust Accounts

If you establish an account in connection with a written trust, you certify and declare under penalty of perjury under the laws of the State of California that: (a) you are the only current trustee(s) of the trust; (b) you are authorized to enter into this and other agreements with us in connection with the trust; (c) no other person's authorization or court order is required for the actions you take and/or the instructions you give in connection with the account; (d) the correct name of the trust is reflected on the signature card or application for the account; and (e) the trust has not been revoked, modified, or amended in any manner which would cause these representations to be incorrect. You agree to provide us with reasonable advance notice of any amendments made to the trust, any change in trustees or beneficiaries, and any other event which might affect any right, duty or authorization of any person (including us) with respect to the trust account.

We will not be required to know, understand, interpret, or enforce the terms of any trust document which may be provided to us. We may require you to sign a separate trust certification form to open or maintain an account.

California Uniform Transfers to Minors Act Accounts

(CUTMA) Accounts

This account may be opened only by a person named as custodian of money transferred to a minor. The account is controlled by the custodian, but is owned by the minor. Each CUTMA account may be opened for only one minor, and only one person may be named as the custodian. However, successor custodians can be named. The account must contain words such as: (Name of Custodian) as custodian for (Name of Minor) under the California Uniform Transfers to Minors Act ("CUTMA").

The custodian is responsible for the account and must deliver the account balance to the minor or the minor's estate upon the earlier of the minor reaching the age of 18 years, or an age stated on the signature card or application, but in no event later than 25 years of age. To specify a delayed time for delivery by the custodian of the account balance, the account title should contain words such as: (Name of Custodian) as custodian for (Name of Minor) until age (Age of Delivery to Minor) under the California Uniform Transfers to Minors Act ("CUTMA").

Please consult your legal advisor to determine what delayed time for delivery by the custodian of the account balance is allowable under current state law.

Tax information is reported to the Internal Revenue Service using the tax identification number of the minor. These accounts are not eligible for ATM or Debit Mastercard® access or online banking services.

Coogan Trust Accounts for Minor's Services

California Law requires that at least 15% of an unemancipated minor's earnings from contracts for specified services (such as acting) be placed in a blocked trust account until the minor reaches the age of 18. Before opening the account, we may require a certified copy of the court order, a completed Trustee Statement, and/or the agency agreement.

Fiduciary and Agency Accounts

Accounts may be opened under court authorization by executors, administrators, guardians, or conservators; by trustees under written trust agreements; under operation of law (e.g., Real Estate Broker, Attorney Client, Insurance, and Travel Agent Trust Accounts); or by agents under agency agreements or powers of attorney. Prior to opening the account, we may require a certified copy of the court order, Certification of the Trust Agreement or the agency agreement.

Business Accounts

Although most of our accounts are available to businesses (e.g., sole proprietors, corporations, partnerships, and limited liability companies), some accounts and services are available only to consumers and certain not-for-profit companies. Other accounts may be inappropriate for companies with a high transaction volume and related cash management services. If you are a business, you agree to provide us with documentation regarding your legal status, your use of a fictitious business name, evidence that your business remains in good standing, and current financial statements upon request.

If we request documents and they are not provided to us within a reasonable time, we reserve the right to close your account(s) or engage an independent search firm to obtain the documents. If we engage a search firm, we may charge your primary business account for an investigation fee plus all fees paid by us to the search firm. Upon your request, we will provide copies of all documents obtained after payment has been made.

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

Attorney-Client Trust Accounts

(Interest on Lawyers Trust, "IOLTA")

Attorneys may establish unsegregated client trust accounts, as required by law, for the purpose of receiving and disbursing client funds that are nominal in amount or on deposit for a short time. Interest on these "IOLTA" accounts is paid to the California State Bar.

Deposits

We may accept items payable to any of you for deposit to your account from any source without questioning the authority of the person making the deposit. We also may give cash back to any authorized account signer(s) or agent(s) in connection with items payable to any one or more of you, regardless of whether the items have been endorsed by the payee.

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

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

Any item that we cash or accept for deposit is subject to later verification and final payment. We may deduct funds from your account if an item is lost, stolen or destroyed in the collection process, if it is returned to us unpaid, or if it was improperly paid, even if you have already used the funds. We may require you to obtain a replacement of the original item if an item is lost, stolen, or destroyed in the collection process. All deposits, including cash deposits, are subject to later verification.

If you make a deposit or payment that is not accompanied by instructions indicating how or where it is to be credited, we may apply it at our discretion to any loan or deposit account you maintain with us.

If you make a deposit or payment to us by mail, we will not provide a written receipt of such funds automatically. Should you wish to confirm the deposit or payment, we recommend you do so by calling our Customer Service Center telephone number to verify.

Please be advised that deposit receipts do not necessarily indicate the correct balance in the account or the amount being deposited.

Funds Availability

Your Ability to Withdraw Funds

Your “account balance” is the net sum of all items credited (e.g., deposits) to your account and all items debited (e.g., cash withdrawals, checks, debit card transactions, fees) from your account. We update your account balance at the end of each banking day.

Your “available balance” or “available account balance” is the amount in your account that we will use to determine whether we will authorize or pay a new debit transaction. “Available balance” can be, and often is, less than your “account balance.” As described below, we temporarily reduce available balance when checks drawn on other banks are deposited in your account, when we authorize debit card transactions, and when other transactions are presented against your account, such as Automated Clearing House (ACH) transfers, checks written by you, and cash withdrawals.

We generally will make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits and incoming wire transfers will generally be available on the day we receive the deposit. Once funds are available, you can withdraw the funds in cash and we will use the funds to pay transactions you have initiated, including, for example, checks, ACH transfers, and debit card transactions.

If you make a deposit before the close of business on a business day that we are open (or before 7:00 p.m. for deposits made at an automated teller machine, or before 8:30 a.m. for deposits made at a night depository), we will consider that day to be the day we receive your deposit. However, if you make a deposit after these hours or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Longer Delays May Apply

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

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

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

- ◆ We believe a check you deposit will not be paid.
- ◆ You deposit checks totaling more than \$5,525 on any one day.
- ◆ You redeposit a check that has been returned unpaid.

- ◆ You have overdrawn your account repeatedly in the last six months.
- ◆ There is an emergency, such as failure of communications or computer equipment.

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

Special Rules for New Accounts

If you are a new customer, the following special rules may apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will generally be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will generally 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. The excess over \$5,525 will generally be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 may not be available until the second business day after the day of your deposit.

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

Holds on Other Funds

Check Cashing

If we cash a check for you that is drawn on another bank, we may reduce the available balance in your account by the amount of the cashed check. The available balance in your account will be increased by the amount of the cashed check at the time funds from the check we cashed would have been available if you had deposited it.

Other Account

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but reduce the available balance in another account you maintain with us. The funds in the other account would then not be available for withdrawal until the time periods that are described in this disclosure for the type of check that you deposited.

Withdrawals

Authorized Signers

Your signature card or other account opening record identifies who is authorized to make withdrawals, write checks, transfer funds, stop payments, obtain ancillary services (e.g., electronic fund transfer service or wire transfers), and otherwise give us instructions regarding your account. Although your card may indicate that more than one signature is required on checks and for the withdrawal or transfer of funds, that notation is principally for your own purposes. **We have no duty to enforce multiple signature requirements. As such, we assume no duty to confirm that**

two or more (or any combination) of authorized signers have approved any transaction. Unless we enter into a separate written agreement to the contrary, we may act upon the instructions of any one authorized signer. Although we may attempt on occasion to enforce the multiple signature requirement shown on your card (e.g., by refusing to permit a transaction by less than the stated number of authorized signers), we may cease doing so at any time and without prior notice to you. If we agree in writing to enforce a multiple signature requirement for check withdrawals, you agree to order checks that bear a legend above the signature lines that two signatures (or more, if applicable) are required.

We may pay any check which bears a signature or endorsement (including a facsimile signature) resembling an authorized signature on file with us.

We may honor checks drawn against your account by any authorized signer, even if the checks are made payable to them, to cash, or for deposit to their personal accounts. We have no duty to investigate or question withdrawals or the application of funds. You agree that signatures by your authorized agents (e.g., persons acting under a power of attorney) are valid, even if the principal/agent relationship is not indicated on the check or instruction.

Requirements

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

You agree to notify us if you will be using facsimile signatures for your accounts. We will not be liable to you for refusing to honor checks or other written instructions if we believe, in good faith, that any signature on such checks or instructions is not authorized, or if you have materially altered your signature without expressly notifying us.

Order of Payments

This section describes, generally, how we post transactions to determine the account balance of your account. “Transactions” include all deposits or credits to, withdrawals from, and fees assessed with respect to your account. This process may change from time to time, without prior notice to you. Our order of posting depends on a number of factors, including when a transaction occurs, whether it has already been approved by us or has become final, the type of transaction in question, the dollar amount of the transaction in relation to other transactions of a similar type, system availability, and potential risk of loss to us, among other variables. Typically, deposits are posted before debits. After deposits are posted, we generally post previously authorized transactions other than debit card transactions (e.g., checks cashed at the Bank), then, in dollar amount order, low to high, we post one-time debit card purchases, then recurring debit card purchases, ATM withdrawals and transfers, then wires, transfers, Bank fees, and then ACH debits. We generally post checks presented to us for payment after previously authorized transactions. Such checks are posted at the end of the banking day on which they were presented in order of check number (low-to-high). We always reserve the right to post transactions that are payable to us first. At times, it is impossible or impracticable

to post items in the order described above. In that event, we will post the item to your account in a manner we believe to be fair to you and to Fremont Bank.

Please note: When we authorize ATM and debit card transactions and determine that there are sufficient funds in your account to cover the transaction without overdrawing the account, we make the authorization determination by considering the available balance in the account at the time of the authorization request. However, we determine whether a transaction exceeds the account balance, and thus creates or increases an overdraft and permits assessment of an NSF or Overdraft fee, when the transaction is posted to the account at the end of a banking day. Because other types of transactions not already reflected in the account's available balance may be posted before the authorized ATM or debit card transaction, authorized ATM and debit card transactions can create or increase overdrafts, and can result in NSF or Overdraft fee assessments. As such, to avoid NSF or overdraft fees and the possibility of a rejected transaction, you should take steps to ensure that your account has sufficient funds to cover all of your outstanding transactions and our fees.

Exception items: When your account rejects one or more transactions, either due to a non-active account status, such as dormancy or manually controlled, or because such transactions exceed any overdraft protection or overdraft limit you may have, we may at our sole discretion post such items first, in dollar amount order, low to high, inclusive of all item types.

Limitations

We may refuse or limit withdrawals from any office which is not your branch of account. We may (but are not obligated to) require suitable identification and/or presentation of account ownership records for any withdrawal or account closure. At our discretion, we may require all of your signatures for the withdrawal of funds and/or the closing of an account.

Money market and savings accounts are subject to penalties for early withdrawal (See the "Account Limitations" Section of this Agreement). We may refuse to honor any withdrawal or order if the available balance on the account is insufficient to cover the request or order, or if there is a dispute or question as to the ownership of account funds.

We may impose a charge on non-customers who cash your check at one of our offices. We also may require non-customers to present suitable identification, including valid photo identification and a fingerprint or thumbprint, in connection with the cashing of your checks at one of our offices.

Advance Notice

As required by federal law, we reserve the right to require 7 days written advance notice of an intended transfer or withdrawal of funds from any savings account, money market deposit account, or interest-bearing checking account. We currently do not exercise this right and have not exercised it in the past.

Electronic Presentment/Posting

We may charge your account on the day that a check or other transaction is presented (or returned) to us directly or electronically for payment. We may charge your account or place a hold on funds at an earlier time if we receive notice that a check or other item deposited to your account is being returned, or if we receive

notice that your check or electronic payment (e.g., at a point-of-sale) is being processed for collection.

Please note: Some merchants may obtain authorizations in advance for point-of-sale transactions in an amount greater than the final transaction amount. You agree that we may reduce your available balance of your account in the amount requested to be authorized, even if that amount exceeds the actual amount of the transaction. This could affect the balance available to cover other transactions.

Account Limitations

Account Conversion

We may convert your account to another type of account when we consider it appropriate to do so. Reasons we may convert your account include, but are not limited to, excessive activity in a non-analyzed business account or use of your personal account as a business account. If we convert your account, we will send you information about your new account type.

Deposits

We may refuse to accept a deposit or an addition to an account, limit its size, or return all or part of it to you. We reserve the right to limit the amount of funds that may be maintained in an account.

- ◆ Cash deposits or payments not received from an account owner/signer on a consumer account, loan, or credit card cannot be accepted.
- ◆ Cash deposits to a business account or a cash loan payment not received from an owner/signer or employee transacting on behalf of a business client cannot be accepted. An exception may apply for volunteers of a non-profit or religious organization with an established account and deposit routine.
- ◆ Cash exchanges not received from an account owner/signer or employee transacting on behalf of a business client cannot be accepted.
- ◆ Mutilated and/or unfit currency or coin with substances on the surface cannot be accepted.

Cash Withdrawals

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

Restricted Transactions

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

In accordance with the requirements of the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG, this notice is to inform you that restricted transactions are prohibited from being processed through your account or account relationship with our institution. Restricted transactions are transactions in

which a person accepts credit, funds, instruments or other proceeds from another person in connection with unlawful internet gambling.

Time Deposits

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

Fees

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

Monthly service charges are earned the first day of the statement period and posted to the account on the last day of the statement period or the date the account is closed. Service charges are not prorated for partial months.

Certain fees may change without specific notice to you. Account owners must promptly pay the fees and charges associated with their accounts and services, and owners of any type of joint account are jointly and severally liable for such fees. We may deduct account fees automatically from your accounts.

For current rate information, or general accounts and services information, please request a rate sheet and information from one of our branches; or obtain rate and account information from our Customer Service Center at (510) 723- 5778 or (800) 359- BANK (2265) between the hours of 8:00 a.m. and 7:00 p.m., Monday through Friday (except federal holidays) and Saturdays from 9:00 a.m. to 2:00 p.m. Interest rates and annual percentage yields are subject to change from time to time in our sole discretion.

Electronic Banking

The following terms apply to electronic fund transfers governed by the Electronic Funds Transfer Act (e.g., consumer Automated Teller Machine “ATM”, Point-of-Sale “POS” and Automated Clearinghouse “ACH” transactions). This section also applies to ATM and debit cards issued for business and other non-personal accounts. Any authorized signer on an account may apply for electronic fund transfer services on behalf of all authorized signers. Once an electronic fund transfer service is established, any authorized signer on your account may act alone in conducting electronic fund transactions, regardless of the number of required signers indicated on the account’s signature card.

Electronic Check Conversion

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

Automated Teller Machine (“ATM”) Card/Debit Card

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

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

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

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

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

Transaction Holds

When you use your Card to pay for goods or services, certain merchants may ask us to authorize the transaction in advance and may estimate its final value. When we authorize the transaction, we reduce the available balance on your account by the amount of the authorization. Until the transaction finally settles or we determine that it is unlikely to be processed, the available balance on the account will remain reduced by the amount of the authorization. We will only charge your account balance for the final amount of the transaction, however, and we will restore the authorization deduction to the available balance when the transaction settles.

Card and PIN Security

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

Refunds on Purchases

Cash refunds will not be made to you for purchases made with your Debit Card. If a merchant gives you a credit for merchandise returns or adjustments, it may do

so by processing a credit adjustment, which we will apply as a credit to the account from which the original funds were debited.

Foreign Transactions

If you conduct a transaction in a currency other than U.S. dollars, the merchant, network or card association that processes the transaction may convert any related debit or credit into U.S. dollars in accordance with its then current policies. Mastercard® currently uses a conversion rate that is either: (a) selected from a range of rates available in the wholesale currency markets on or one day before its central or transaction processing date (note: this rate may be different from the rate the association itself receives), or (b) the government-mandated rate. The conversion rate may be different from the rate in effect on the date of your transaction and the date it is posted to your account. We may impose a charge equal to 3% of the transaction amount (including credits and reversals) for each transaction that you conduct outside the United States or in a foreign currency.

Telephone Banking Service

You can use our telephone banking service by calling (800) 359-BANK (2265) to transfer funds between your designated accounts with us, to obtain account information, and to pay your loan with us from your deposit account.

We will provide you with a PIN to access the telephone banking service and provide us with instructions. You agree not to disclose your PIN to others and to safeguard its confidentiality.

Transfers

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

Account Information

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

Cutoff Hour

We will act upon instructions received before 7:00 p.m. on any business day. If we receive a transfer or payment instruction after the cutoff hour or on a non-business day, it may not be processed until the next business day.

Preauthorized/Automatic Transfers

Pre-authorized electronic fund transfers may be made to your account from a third party (e.g., Social Security, a pension fund or your employer) or from your account to a third party (e.g., recurring mortgage or insurance payments via ACH). Pre-authorized transfers do not include: (a) transactions initiated by check, draft or similar paper instrument; (b) transfers to or from business or other non-personal accounts; (c) individual transfers we initiate under an agreement with you, but without your specific request (e.g., automatic savings and automatic loan payments to us from your account); or (d) transfers initiated by telephone. Please note: If federal recurring or other electronic payments are made into your account,

the payments may be affected by a change in account status or transfer (e.g., to another office). If you plan to transfer your account or change its status, please speak with us in advance about the impact the change may have on your electronic fund transfer services.

Mastercard® Automated Billing Updater

Mastercard® requires all financial institutions that offer credit and debit cards to participate in the Mastercard® Automated Billing Updater service (the “ABU Service”). The ABU Service is a secure service that automatically provides updated debit card information to participating merchants with whom you have recurring payments set up. Examples of these participating merchants include subscription services or utility companies.

The ABU Service allows participating merchants to receive your updated card information when you receive a new card for any reason—for example when your card number or expiration date changes. Not all merchants participate, and we reserve the right not to supply updated card information to participating merchants. To avoid late payments and penalties you should always check with your merchant to ensure your card information is updated and accurate.

You may opt-out of the ABU Service by notifying us by phone at (800) 359-BANK (2265) during our normal business hours. Should you choose to opt-out, you will be responsible for providing your new card information to participating merchants.

Limitations

Card limits may vary based on your choice of checking account. Unless otherwise disclosed to you, generally, you may withdraw a total of \$500 per day from ATMs. You may use your Debit Card to purchase generally up to \$1,500 per day in goods or services at point-of-sale terminals. For security reasons, there may be times when we further limit these amounts. Different limitations may apply at terminals that are not owned and operated by us. You may not use your Card or account for any unlawful purpose or to conduct internet gambling transactions.

Record of Your Transactions

Receipts

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

Preauthorized Credits

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at (510) 723-5778 or (800) 359-BANK (2265) (from out of the local area) to find out whether the deposit has been made.

Account Statements

Except for certificates of deposit, you will get a monthly account statement unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

Varying Preauthorized Transfers

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

Our Liability for Failing to Make Transfers

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

- ◆ Through no fault of ours, you do not have enough available funds in your account to make the transfer;
- ◆ Circumstances beyond our control (such as fire, flood, water damage, power failure, strike, labor dispute, computer breakdown, telephone line disruption, pandemic, epidemic or natural disaster) or a rolling blackout prevent or delay the transfer despite reasonable precautions taken by us;
- ◆ The system, ATM or POS terminal was not functioning properly and you knew about the problem when you started the transaction;
- ◆ The funds in your account are subject to legal process, an uncollected funds hold or are otherwise not available for withdrawal;
- ◆ The information supplied by you or a third party is incorrect, incomplete, ambiguous or untimely;
- ◆ We have reason to believe the transaction may not be authorized by you; or
- ◆ The transaction cannot be completed because your Card is damaged.

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

Your Liability for Unauthorized Electronic Fund Transfers

Tell us AT ONCE if you believe your Card or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission. The best way to minimize your possible losses is to call us on the telephone. You could lose all the money in your account. If you tell us within two business days after you learn of the loss or theft of your Card or PIN, you can lose no more than \$50 if someone used your Card or PIN without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your Card or PIN, and we can prove we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500.

Note: Under the Mastercard® Rules, you will not be liable for the \$50 or \$500 amounts described above for transactions conducted with a Debit Mastercard®, provided you exercised reasonable care in safeguarding your Card from risk of loss or theft and notify us promptly upon becoming aware of such loss or theft. Also, if you are a California resident, you will not be liable for the \$500 amount described above.

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

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend relevant notice periods.

Interactive Text Alerts

By giving us your mobile phone number, you consent to receive text messages related to your accounts. We may send interactive text alerts when unusual activity is detected on your card. You can reply to these text messages to confirm fraud or confirm no fraud on the transaction(s) provided in the text message.

Text alerts will be sent through U.S. carriers only and do not include international service. We do not charge for interactive text alerts, but you are responsible for all charges and fees associated with text messaging imposed by your mobile carrier service.

You understand and agree that text alerts may include personal or confidential information about you, such as your account activity or the status of your account. We shall not be responsible for the confidentiality, privacy, or data security of any information sent to you through text alerts.

You agree to indemnify, defend, and hold us harmless from any third party claims, liability, damages, or costs arising from your use of text alerts or from you providing us with a mobile phone number that is not your own.

You agree that we will not be liable for failed, delayed, or misdirected delivery of any information sent through the text alert service, any errors in such information, any action you may or may not take in reliance on the information, or any disclosure of account information to third parties resulting from your use of the text alert service.

You may opt-out of this free protection service at any time by replying STOP to any alerts from your mobile device. If you opt out of Interactive Text Alerts, you will continue to be notified by phone at the primary contact number we have on file.

Business and Other Non-personal Accounts

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

You are liable for all unauthorized transactions made with your Card or the PIN associated with your Card that occur before the time you notify us to cancel your Card, that an unauthorized transaction has taken place, or that your Card or PIN

has been lost or stolen. There is one exception to this liability: Under the Mastercard® Rules, you will not be liable for unauthorized transactions conducted with a Debit Mastercard® issued under a “small business” program, provided you exercised reasonable care in safeguarding your Card from risk of loss or theft and notify us promptly upon becoming aware of such loss or theft. This exception does not apply to Cards issued for a commercial purpose (other than a “small business” program) or to an entity other than a natural person. It is important that you review your statements closely, however. If your statement shows transactions you did not make, contact us immediately. If you fail to notify us of unauthorized transactions within 60 days after the first statement or report showing unauthorized activity was sent or made available to you, you will be liable for unauthorized transactions that occur after the 60-day period.

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

How to Stop Preauthorized Transfers From Your Account

If you have told us in advance to make regular payments out of your account, you can stop any of these payments by writing to us at Fremont Bank, PO Box 5101, Fremont, CA 94537-5101 Attn: Customer Service Center MS 2580-4, or by calling us at (510) 723-5778 or (800) 359-BANK (2265) (from out of the local area).

On a consumer account we must receive your request either verbally or in writing at least three business days before the scheduled date of any debit entry. We may at our discretion honor such a stop payment order received within such three business day period. We shall have no liability or responsibility to any originator, originating depository financial institution, or other person having any interest in such entry for honoring a stop payment.

Regarding any debit entry initiated or to be initiated to a non-consumer account we must receive your request at such time and in such a manner as to allow us a reasonable opportunity to act upon the stop payment prior to acting on the debit entry. We will accept a verbal stop payment order for a period of 14 days unless the order is confirmed in writing within that 14 day period. A written stop payment order regarding any debit entry initiated or to be initiated to a non-consumer account will remain in effect until the earliest of: (a) the withdrawal of the stop payment order by you; (b) the return of the debit entry; or, (c) six months from the date of the stop payment order, unless it is renewed in writing.

If you call, we may require you to put your request in writing and to provide us with a copy of your notice to the payee, revoking the payee’s authority to originate debits to your account, within 14 days after you call. If we do not receive the written confirmation within 14 days, we may honor subsequent debits to your account. For individual payments, your request should specify the exact amount (dollars and cents) of the transfer you want to stop, the date of the transfer, and the identity of the payee. Unless you tell us that all future transfers to a specific recipient are to be stopped, we may treat your stop payment order as a request concerning the one transfer only. If you order us to stop one of these payments at least three business days before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

Lost or Stolen Card/Pin or Unauthorized Transaction

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

In Case of Errors or Questions About Your Electronic Transfers

Call us at the number or write us at the address described above as soon as you can if you think your statement or receipt is wrong or if you need more information about an electronic transaction. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. When you contact us, be prepared to:

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

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

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

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

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

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

Fees

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

Business Days

Our business days are Monday through Friday, excluding federal holidays.

Release of Account Information

We may release information regarding your account and the transactions you perform. (See “Privacy” below).

Fraud Monitoring

We use fraud monitoring tools to help detect unusual activity and may contact you if we detect potentially fraudulent transactions. If we cannot reach you, we may block further Card usage until you confirm your account activity. You can also contact us at (800) 359-BANK (2265) if you have any problems using your Card. **NOTE:** To minimize any disruptions with your Card, we recommend that you notify us prior to travelling outside the country or if there are any changes in your contact information. When you give us your cell phone number, we have your permission to contact you at that number about all of your accounts. Your consent allows us and companies working on our behalf to service your accounts to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for account service calls.

Dispute Resolution

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

Nothing in this Agreement limits or prevents either party from exercising any lawful self-help remedies, such as set off, exercising any right or remedy as a secured party against any collateral pursuant to the terms of a security agreement or otherwise, or from complying with legal process involving accounts or other property. Further, nothing in this Agreement limits or prevents any party from filing a lawsuit in court to obtain provisional or ancillary remedies such as attachment, replevin or writ of possession, injunctive relief, the appointment of a receiver, or to interplead funds in the event of a dispute. Venue for any action brought in accordance with this provision shall be in State of California, except that any action for provisional or ancillary remedies may also be brought in the state where the defendant resides or the collateral or other assets are located.

Additional Terms and Conditions

Adjustments

We may make adjustments to your account whenever a correction or change is required. Adjustments might occur, for example, if deposits are recorded or keyed in the wrong amount or items you deposit are returned unpaid. We may elect, at our discretion, not to make an adjustment to your account to correct an error which you or a third party (*e.g.*, another financial institution) cause if the adjustment is less than \$5.00 or our cost to make the adjustment is greater than the amount in question.

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

Amendments/Changes in Account Terms

We may change, add to, delete or modify the terms of our agreement with you at any time by mailing, delivering, or making available, a notice, a statement message or an amended agreement to you at the last address or e-mail address on file for you, your account, or the service in question. Unless otherwise required by law, we may amend the agreement without prior notice (*e.g.*, by posting the information in our offices or otherwise making it available to you), and your continued use of your accounts signifies your agreement to such amendments.

We may substitute similar services or discontinue currently offered services for certain accounts by giving you prior notice. We do not have to notify you, however, of any changes which are beneficial to you (*e.g.*, a reduction or waiver of any fees or the addition of services) or if a change is required for security reasons.

California Law

To the extent this Agreement is subject to the laws of any state, it will be subject to the law of the State of California, without regard to its conflict of law provisions. Your accounts and services also will be subject to applicable clearinghouse, Federal Reserve Bank, funds-transfer system, image exchange and correspondent bank rules ("Rules"). You agree that we do not have to notify you of a change in the Rules, except to the extent required by law. If there is any inconsistency between the terms of this Agreement and the Rules, the terms of this Agreement shall supersede the Rules, unless otherwise provided in the Rules.

Currency Transaction Reporting

Federal law requires all financial institutions to report certain currency transactions. We are required to obtain certain information about the individual presenting the transaction, as well as the organization or individual for whom the transaction is being conducted. We must also obtain information in connection with purchases of monetary instruments for cash. You may not structure your transactions intentionally to avoid our collection of information and filing of a report.

Changes in Account Ownership, Address and Authorized Signers

You agree to notify us immediately in writing of any change in your name, address, email address, business capacity (*e.g.*, sole proprietorship to corporation),

ownership, or the authorized signers on your account. We may require a new signature card or other documentation before any change in ownership or authorized signer(s) becomes effective.

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

Checks

Check prices vary according to the types of checks you select. You can obtain information on the current price of checks by contacting your office of account. Check charges may vary from time to time without specific notice to you.

You are responsible for verifying the accuracy of all information shown on your checks and deposit tickets. If you discover an error, please notify us immediately. We are not liable for losses resulting from incorrectly printed checks or deposit tickets.

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

If you arrange for the printing of your own checks, the form, encoding, and format of the checks must follow our check specification requirements and be approved by us in advance. We reserve the right to refuse checks printed by outside vendors you have selected should the printed checks fail to meet our specification requirements for processing.

Checks Bearing Notations

Although we are not obligated to, we may pay or accept checks and other items bearing restrictions or notations (e.g., "Void after 6 months," "Void over \$50.00," "Payment in Full," "Two Signatures Required," and the like), whether on the front or back, in any form or format. If you cash or deposit an item or write a check with such a notation, you agree that it applies only between you and the payee or maker. The notation will have no effect on us, and you agree to accept responsibility for payment of the item.

Check Images

We do not return your paid checks to you. Images of the checks may be sent or made available to you each month with your account statement. Your original checks may be destroyed shortly after we process the checks, but we will maintain a record of the checks for several years. You can obtain copies of your checks by sending us a written request with the following information: your name, account number, check number, the amount of the check, and (if known) the date the check was paid. There is no charge for the first two items per statement that we copy for you. After that, we will charge your account a fee for each copy (including the front

and back of the check). We will not be responsible for any indirect, special or consequential damages under any circumstances for our inability to provide copies of checks. Our liability, if any, will not exceed the face amount of the check in question, and you must provide us with reasonable proof of any loss.

Check Processing Cutoff Hour

If we receive an item for payment on a weekend, a federal holiday or after 2:00 p.m. on a business day, we may treat it as if we had received it on the next business day. Our processing cutoff hour with respect to any knowledge, notice, stop payment or postdated check order, or legal process received by us involving a check is one hour after the opening of the business day following the business day on which we receive the check. The cutoff hour with respect to setoffs exercised by us is midnight of the business day following the business day we receive a check, or such later time by which we must return the check. The cutoff hour determines our obligation under state law to pay or return certain checks that have been received (but not finally paid) by us on the previous business day.

Check Signature Verification

We may process certain checks mechanically, based on the information encoded on the items. This means that we may not visually examine each of your checks to determine if they are properly completed and endorsed, and we assume no duty to identify and/or return duplicate checks, checks with duplicate serial numbers, misencoded items, or checks lacking an encoded serial number. Although we may examine checks from time to time, you agree that reasonable commercial standards do not require us to do so.

Checks Lost or Stolen

You agree to safeguard your blank and cancelled checks, and to take reasonable steps to prevent their unauthorized use. If you are a business, you should store them under dual control in a secure, locked location that is accessible only to authorized personnel.

If your checks are lost or stolen, you agree to notify us immediately. For security reasons, we reserve the right to close your account and transfer the balance to a new account. If we do so, all checks written, but not yet paid, may be returned to payees as “Account Closed,” “Reported Lost or Stolen” or “Refer to Maker.” You will be responsible for issuing any replacement checks.

Compliance

You agree to comply with applicable law (including, without limitation, the economic sanctions administered by the U.S. Treasury’s Office of Foreign Assets Control). You may not use your account or services to process Internet gambling transactions or conduct any activity that would violate applicable law. If we are uncertain regarding the legality of any transaction, we may refuse the transaction or freeze the amount in question while we investigate the matter. You agree to indemnify, defend and hold us harmless from every action, proceeding, claim, loss, cost and expense (including attorney’s fees) suffered or incurred by us due to any U.S. or foreign government entity seizing, freezing or otherwise asserting or causing us to assert control over any account or funds in an account of yours (or ours) when purportedly caused by or arising out of your action or inaction. This will apply regardless of whether such action is ultimately determined to be authorized

under the laws of the U.S. or its territories, or of any foreign jurisdiction. We are not required to inquire or determine the authority of any action taken by U.S. or foreign government entity prior to acceding to any legal process initiated by it.

Conflicting Demands/Disputes

If there is any uncertainty regarding the ownership of an account or its funds, there are conflicting demands over its ownership or control, we are unable to determine any person's authority to give instructions, we are requested by Adult Protective Services or any similar state or local agency to freeze the account or reject a transaction due to the suspected financial abuse of an elder or dependent adult, or we believe a transaction may be fraudulent or may violate any law, we may, at our sole discretion: (1) freeze the account and refuse transactions until we receive written proof (in form and substance satisfactory to us) of each person's right and authority over the account and its funds; (2) refuse transactions and return checks, marked "Refer to Maker" (or similar language); (3) require the signatures of all authorized signers for the withdrawal of funds, the closing of an account, or any change in the account regardless of the number of authorized signers on the account; (4) request instructions from a court of competent jurisdiction at your expense regarding the account or transactions; and/or (5) continue to honor checks and other instructions given to us by the persons who appear as authorized signers according to our records. The existence of the rights set forth above shall not impose an obligation on us to assert such rights or to deny a transaction. In no event will we be liable for any delay or refusal to follow instructions which occurs as a result of a dispute over the ownership or control of your account.

Consent For Us to Contact You

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

Consent to Gather Information

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

Cutoff Hours

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

Death or Adjudication of Incompetence

You agree to notify us immediately of the death or court declared incompetence of any owner, authorized signer, or designated beneficiary on your account. You agree that we may disregard any notice of incompetence unless the person in question has been declared incompetent by a court of appropriate jurisdiction, and we receive written notice and instructions from the court regarding the account. We may also freeze the account, offset the account, refuse and/or reverse deposits and transactions (e.g., governmental or retirement benefit payments payable to the

deceased) if an owner dies or is adjudicated incompetent. If we are obligated to return funds removed from the account following the death or incompetence of any owner, the other owners agree to reimburse us for the amount.

Neither the death nor adjudication of incompetence of an account owner or authorized signer revokes our authority to accept, pay, or collect items until we know of the fact of death or adjudication of incompetence and have had a reasonable opportunity to act on it. However, even with this knowledge, we may, for ten (10) days after the date of death, pay checks drawn on or before the date of death unless ordered to stop payment by a person claiming an interest in the account. We may require you to submit the stop payment request at the branch of account on the Bank's form.

Deposit Insurance

Funds in deposit accounts with us are insured by the Federal Deposit Insurance Corporation (the "FDIC") to the fullest extent authorized by law. For further information regarding insurance of accounts, you may write to the FDIC at 550 17th Street, N.W., Washington, D.C. 20429, visit their website at www.fdic.gov, or telephone the FDIC's toll-free consumer hotline at (800) 934-3342.

Dormant Accounts

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

We may transfer (escheat) your property to the appropriate state if no activity occurs in the account and you fail to communicate with us regarding your account within the time period specified by state law. We may consider an account inactive or dormant even if you maintain another active account with us. We may impose a fee for sending a dormant account notice to you prior to transferring the funds to the state. If funds are transferred to the state, you may file a claim with the state to recover the funds.

Endorsement Standards

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

Facsimile Signatures

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

actions, claims, losses, damages, liabilities and expenses (including attorney's fees) arising directly or indirectly from the misuse or the unlawful or unauthorized use or copying of facsimile signatures (whether affixed manually, by stamp, mechanically, electronically or otherwise).

Fax Instructions/Voice Mail/E-Mail

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

Full Satisfaction Checks

Any payments made in full satisfaction of any dispute you have about amounts you owe us under this or any other agreement must be mailed or delivered to:

Fremont Bank, Hayward Operations
Attn: Security Officer
25151 Clawiter Rd.
Hayward, CA 94545

with a description (on a separate page) of the dispute, the account number in question, and a statement that the payment is being tendered in settlement of the dispute.

Sending any other payments to this address may delay the crediting of your payment.

Financial Statement

You agree to provide us with a current financial statement upon request.

Force Majeure

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

Indemnification

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

Legal Process

We may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant, or other legal process which we believe (correctly or otherwise) to be valid. We may honor a legal process which is served by mail or facsimile transmission, or at any one of our offices, even if the law requires personal delivery at each office where you maintain an account. Unless restricted to a specific account, we may use funds in any account on which you are

an owner, in any order, at our option. We will not pay interest on any funds we hold or set aside in response to legal process. We may notify you of such process by telephone, electronically, or in writing. A fee for processing may be assessed (See Appendix A: Account Terms and Conditions, Schedule of Fees and Charges). NOTE: If we are not fully reimbursed for our record research, photocopying, and handling costs by the party which served the process, we may charge such costs to your account in addition to the minimum legal process fee, even if later quashed or abandoned.

You agree to indemnify, defend, and hold us harmless from all actions, claims, liabilities, losses, costs, and damages associated with our compliance with any process that we believe to be valid. This includes instances where we may remit funds demanded under an alias (where identification is verified) if we believe the debt is owed to the judgment creditor or levying party. Accounts opened with trust or fiduciary designations (e.g., “XYZ, Inc. Client Trust Account”) may be subject to levies and other legal process against your property unless our records clearly reflect the existence of an express written trust or court order.

Limitation on Time to Bring Action

Unless otherwise required by law, an action or proceeding by you to enforce an obligation, duty or right arising under this Agreement or by law with respect to your account or any account service must be commenced within one year after the day the cause of action accrues.

Night Depository

(not available in all locations)

If you use our night depository service, you agree to use only single use bags provided by us (for a fee) or a sealed envelope. Business customers may also be assessed fees for this service (See Analysis Activity Charges in Appendix A: Account Terms and Conditions, Schedule of Fees and Charges). If you are issued a key to the night depository, you will not give night depository keys to others and will immediately notify us if a key is lost or stolen. You will lock the night depository after using it. No presumption shall arise that a bag or its contents have been removed without authorization from the depository simply because you claim something is missing. We will not be responsible for any loss caused by fire, flood, earthquake, acts of God, vandalism, burglary, or water damage. In no event will we be responsible for consequential damages or lost profits. You agree that our liability for night depository service is that of a bailee of the bags and envelopes. We are a bailee until the contents are opened and we verify and credit the contents to your account(s) or until you have signed a receipt for and accepted custody of the contents.

Night depositories are provided for your convenience. Please be very cautious when you are using any night depository. Be alert to your surroundings and avoid using a night depository with anyone or anything suspicious in the vicinity. Have your deposit ready and promptly leave the area. Vary the time and route you use to avoid establishing a pattern. Make sure your deposit passes all the way into the unit so it cannot be removed from the outside. If possible, have someone you trust accompany you. If you must use the night deposit after dark, make certain the area is well lighted and that no one is lingering in the darkness. If you see anything that should worry you around the night depository, PLEASE, DO NOT USE IT.

Immediately report all crimes or attempted crimes to local law enforcement officials. We cannot guarantee your safety at a night depository. We are not required to maintain guards or cameras at night depositories.

Not Sufficient Funds (NSF)

If, at the time we post a transaction to your account, your account balance does not equal or exceed the amount of a check or other transaction (*e.g.*, in-person withdrawal, automatic payment, or other electronic transaction), we may return the check or reject the transaction without payment for “not sufficient funds” (NSF). In that event, we have the right to charge you an NSF fee as set forth in Appendix A: Account Terms and Conditions, Schedule of Fees and Charges.

You should be aware that the bank or other institution to which we return the check or other transaction item may present the item to us for payment a second or subsequent time. If, at the time of second or subsequent presentment, your account balance does not equal or exceed the amount of the check or other transaction item, we may again return the check or reject the transaction without payment for “not sufficient funds”, and assess a separate NSF fee. Alternatively, we may pay the check or other transaction item, putting your account into overdraft, and assessing an overdraft (OD) fee as set forth in Appendix A: Account Terms and Conditions, Schedule of Fees and Charges. We will not charge an NSF fee for ACH debits that are presented by the merchant with “RETRY PYMT” in the ACH records description, nor will we charge an NSF fee for a check when we determine it was previously returned NSF and was charged an NSF fee.

Overdrafts

If, at the time we post the transaction to your account, your account balance does not equal or exceed the amount of a check or other transaction (*e.g.*, in-person withdrawal, automatic payment, or other electronic transaction), we may elect, in our sole discretion, to create or to increase an overdraft by paying the check or permitting the transaction and charging you an overdraft (OD) fee as set forth in Appendix A: Account Terms and Conditions, Schedule of Fees and Charges. Your account is in “overdraft” if your account balance is less than zero. In some cases (*e.g.*, deposits received after our processing cutoff hour), the deposit may not be deemed received until the next business day. We also may impose a fee for overdrafts created by fees or by reduction of your account balance by the amount of a deposited item that was dishonored, or returned unpaid, by the institution on which the item was drawn. See Appendix A: Account Terms and Conditions, Schedule of Fees and Charges for further information.

We do not impose an overdraft fee for consumer ATM transactions or everyday (that is, non-recurring) debit card transactions unless you have “opted-in” for overdraft coverage of consumer ATM and everyday debit card transactions. See “Consumer ATM and Debit Card Opt-in” below.

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

Each account owner is jointly and severally responsible for paying any overdrafts created by any authorized signer(s) or party to the account, regardless of whether the owner participates in the transaction or benefits from its proceeds.

Consumer ATM and Debit Card “Opt-in”

We offer overdraft coverage for consumer ATM and everyday (that is, non-recurring) debit card transactions; however, federal regulations require that if you wish these transactions to be eligible for overdraft coverage, you must specifically “opt-in” to the service. If you wish to take advantage of this opportunity, ask a service representative for a “What You Need to Know About Overdrafts and Overdraft Fees” form. Once you have opted-in, you may choose at any time not to participate in this service by notifying one of our service representatives, who will explain what this means and the potential consequences for you.

Overdraft Protection Plans

We offer linked accounts to help you avoid the inconvenience and expense of overdraft and returned items.

Linked Account

With this service you must designate a linked account that you will use to cover overdrafts on your primary account. Once enrolled, if there is an overdraft on your primary account and you have available funds in your linked account, funds will automatically be transferred from your linked account to your primary account. The linked account may be a savings or money market account, or another checking account. Personal checking accounts may only be linked to personal accounts, and business checking accounts may only be linked to business accounts. Any person who is an owner of both the checking account and the linked account may request the service without the consent of other owners. The service will become effective within a reasonable time after we have approved your request.

When there are sufficient funds in the linked account, each transfer will be in an amount equal to the overdraft plus the related transfer fees. When there are not sufficient funds in the linked account to cover the entire amount required in the primary account to cover the presented item(s), the entire balance of the linked account will be transferred, reducing the amount of the overdraft, but not clearing it. When this happens, your primary account is subject to a transfer fee and non-sufficient funds fee(s), and the presented item(s) may be returned for non-sufficient funds.

Transfers will appear on the periodic statements for each account. We will subtract the transfer fee from your primary account on the day funds are transferred. The fee amount is disclosed in Appendix A: Account Terms and Conditions, Schedule of Fees and Charges. Please see the Account Linked Overdraft Protection agreement for other terms relating to this service.

Overdraft Privilege

If (a) your account has been open for at least thirty (30) days, (b) you continue to make deposits consistent with your past practices and deposit at least \$400 in your account within each thirty (30) day period, (c) you are not in default on any loan obligation to us, and (d) your account is not the subject of any legal or administrative order or levy, such as bankruptcy or a tax lien, we will consider, without obligation on our part, approving items presented for payment so long as the overdraft, following payment, will be less than or equal to your assigned

Overdraft Protection Limit. We reserve the right to require you to pay your outstanding overdraft (negative) balance, including our fees, immediately.

Overdraft Privilege is a discretionary service, which means we are not obligated to pay any item presented for payment if the account does not contain sufficient available funds. Any payment of items drawn against non-sufficient funds does not obligate us to pay an additional or subsequent items which are drawn against non-sufficient funds. We are not obligated to provide prior written notice of a decision to pay or refuse to pay any such items.

This discretionary service will generally be limited to an \$800 overdraft (negative) balance for eligible consumer checking account types; or a \$1,500 overdraft (negative) balance for eligible business checking account types. Our normal fees and charges including, without limitation, our non-sufficient funds (NSF) or overdraft (OD) fees as set forth in Appendix A: Account Terms and Conditions, Schedule of Fees and Charges, will be charged for each presentment for payment of an item initiated from your checking account that does not have sufficient available funds. We will charge our normal NSF/OD fee whether we approve an overdraft item for payment or return it unpaid. However, we will not charge an NSF fee for ACH debits that are presented by the merchant with “RETRY PYMT” in the ACH records description, nor will we charge an NSF/OD fee for a check when we determine it was previously returned NSF and was charged an NSF fee. Additionally, accounts overdrawn ten (10) or more consecutive business days will be charged a continuous Daily Overdraft (OD) Charge as set forth in Appendix A: Account Terms and Conditions, Schedule of Fees and Charges. The charge will begin on the tenth consecutive business day that the account balance is below zero and continues until the account is returned to a positive balance.

Subject to Appendix A: Account Terms and Conditions, Schedule of Fees and Charges, all fees, including but not limited to NSF/OD fees, will be included in and count against your assigned Overdraft Privilege Limit generally \$800 or \$1,500. There is a maximum daily NSF/OD fee, whether we pay or return an overdraft item for consumers; however there is no maximum daily NSF/OD fee, whether we pay or return an overdraft item for Business accounts per day. There is no limit on the total fees we can charge you for overdrawing your account (See Appendix A: Account Terms and Conditions, Schedule of Fees and Charges). Whether items, the posting of which would create or increase an overdraft (“an overdraft item”), will be paid is discretionary and we reserve the right not to pay. For example, we typically do not pay an overdraft item if your account is not eligible as described above, or you are not making regular deposits, or we determine in our sole discretion that you have too many overdraft items. **We may refuse to pay an overdraft item for you at any time, even though your account is eligible and even though we may have previously paid overdraft items for you.** You will be notified by mail of any non-sufficient funds items paid or returned that you may have; however, we have no obligation to notify you before we pay or return any item. The amount of any overdrafts including our fees that you owe us shall be due and payable immediately. If there is an overdraft item paid by us on an account with more than one (1) owner on the signature card, each owner, and agent if applicable, drawing/presenting the item creating the overdraft, shall be jointly and severally liable for such overdrafts including our fees.

Ineligible Accounts and Limitations: The Overdraft Privilege service is only available for eligible checking accounts as defined above. Savings accounts, money market accounts, public funds, certain charitable organization accounts, trust accounts and minor accounts (not of legal age) are *not eligible* for this service. We may, in our sole option and discretion, limit the number of your accounts eligible for **Overdraft Privilege** to one account per household and/or one account per taxpayer identification number.

Transactions that May Cause or Create Overdrafts Using Your Overdraft Privilege Limit: Transactions initiated for payment against your checking account may be paid by us using your assigned **Overdraft Privilege Limit**, including our fees. Our NSF/OD fee may be imposed for paying, or not paying, overdraft items of any type, including checks; in-person (teller) withdrawals; ATM withdrawals; or payments by other electronic means such as automatic payments.

Debit Card Transactions: We generally will not authorize ATM withdrawals and everyday debit card transactions (point-of-sale) on consumer accounts if your available balance is insufficient to pay the transaction or if you have notified us not to pay debit card overdrafts or if you have not provided us with your affirmative consent (Opt-In) to pay debit card overdrafts. If you have not Opted-In to this service and want us to pay overdrafts for ATM and everyday debit card transactions, call us at 1-877-743-2582, visit your nearest branch or visit our website.

Authorize Positive, Settle Negative: If we authorize a debit card transaction on a positive balance (“Good Funds”) and the transaction subsequently settles on a negative balance (“APSN”), we will not charge a per-item Overdraft fee; however, accounts overdrawn ten (10) or more consecutive business days will be charged a continuous Daily Overdraft (OD) Charge as set forth in Appendix A: Account Terms and Conditions, Schedule of Fees and Charges. The charge will begin on the tenth consecutive business day that the account balance is below zero and continues until the account is returned to a positive balance.

You May Always Opt-Out: You may choose at any time to not participate in Overdraft Privilege, or revoke your consent (“Opt-Out”) to have ATM withdrawals and everyday debit card transactions considered for payment by notifying one of our Service Representatives who will explain what this Opt-Out means, and the potential consequences, for you. **If You Need Help:** Overdraft items should not be used to pay ordinary or routine expenses and you should not rely on the Overdraft Privilege as a means to cover these expenses. **If at any time you feel you need help with your financial obligations** please contact one of our Service Representatives at (800) 359-BANK (2265).

ALWAYS A DISCRETIONARY SERVICE: Our Overdraft Privilege service does not constitute an actual or implied agreement between you and us. Nor does it constitute an actual or implied obligation of or by us. **Our Overdraft Privilege service represents a purely discretionary courtesy that we may provide to you from time to time and that we may withdraw or withhold at any time without prior notice, reason or cause.**

Payment of Photocopies

Checks and other items are sometimes lost during processing or while in transit. You agree that we may charge photocopies of items to your account without prior

approval if they appear to be drawn on your account and are accompanied by a representation from another financial institution that the original item has been lost or destroyed. We shall not be liable to you if the original items are thereafter presented and paid against your account, unless a stop payment order is in effect for the check.

Notification

If you need to notify us of anything regarding your account(s), you may do so by contacting a branch personally, writing to us, or by calling us. This includes, but is not limited to, stop payment requests, account inquiries, reporting of lost or stolen items, and dispute notification.

Unless otherwise provided in this Agreement, you must mail or deliver all notices to us in writing at the branch(es) where you maintain your account(s) or at such other address(es) as we designate. Notices sent elsewhere may be delayed or may not reach the correct office.

When using e-mail, please be cautious. We may not immediately receive e-mail that you send. You should not rely on e-mail if you need to communicate with us immediately. If you need to contact us (for example, if someone has stolen your PIN), use the procedure described above in the section entitled “Lost or Stolen Card/PIN or Unauthorized Transaction.”

Other Agreements

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

Postdated Checks

We strongly discourage the postdating of checks (dating a check later than the calendar date you write it).

Unless you provide your branch of account with a written postdated check notice that describes a postdated check with reasonable certainty, we may pay the check (at our discretion) before the date stated on the check). Your notice must include the exact amount (dollars and cents), account number, check number, date of check and the name of payee. If you provide us with a postdated check notice in a time and in a manner which affords us a reasonable opportunity to act on it, we will not pay the item and may return it (marked “payment stopped”, “postdated” or otherwise) if it is presented to us before the check date indicated in the order (up to 180 days from the date of the notice). After 180 days the notice is no longer effective and must be renewed. We may impose a fee for each notice.

If we re-credit your account after paying a postdated check over a valid and timely postdated check notice, you agree to transfer to us all of your related rights against the payee or other holder of the check, and to assist us in any legal action we take against that person.

Power-of-Attorney

If you wish to appoint an attorney-in-fact, we may require written approval (in a form and content acceptable to us) from each owner of the account. Please let us

know in advance if you anticipate using a power of attorney. Upon request, we may provide you with a power of attorney form for use with your account. We generally will accept a Uniform Statutory Form Power of Attorney which complies with California law. We may require reconfirmation to accept other forms of powers of attorney, however, with or without cause.

Your power-of-attorney will continue in effect until you advise us in writing (at your branch of account) that it is revoked or is otherwise no longer effective. You agree that we may act on the instructions of your attorney-in-fact whether or not the attorney-in-fact relationship is noted in the instruction (e.g., on any check signed by the attorney-in-fact). We may refuse to accept or act upon a power-of-attorney which was executed by you more than two years previously.

A power-of-attorney acceptable to us, which is given by one owner of a joint account, will be effective unless another owner of the account objects or provides conflicting instructions. If this is the case, we may exercise our right to freeze the account in question until resolution.

We may require verification from a licensed physician indicating that you are/were capable of executing the Power of Attorney. This existence of this right shall not be deemed to create any duty to demand such verification.

Privacy

We may release information about you, your deposit and loan accounts and the transactions you perform to third parties: where it is necessary or helpful in verifying or completing a transaction; to disclose the existence, history, and condition of your account to consumer reporting agencies; when you give us your consent; to our affiliates; to comply with the law or a court or governmental order; to local, state and federal authorities if we believe a crime may have been committed involving your account; as permitted by law; and, if you are a business, in response to trade inquiries. Late payments, missed payments, and other defaults on your account may be reflected on your credit report. Please see our Privacy notice for additional details.

Presentation of Certificate

We may waive or require the presentation of certificates for withdrawals or other transactions involving accounts.

Protecting Your Account

Your duty of reasonable care in protecting your account includes an obligation to maintain your unused checks, account documentation, and any PIN in a safe and secure area.

We may not be liable to you if you negligently fail to protect your checks, and as a result, funds are paid from your account improperly. You should always promptly and carefully examine account statements when you receive them. If you are a business, you agree that you will not entrust the writing of checks and the reconciliation and review of account statements to the same person without your frequent monitoring. You are responsible for reviewing the statement yourself to look for improper or unauthorized signatures on items, missing signatures, alterations, forged endorsements, overpayments, unauthorized transactions of any sort or other irregularities. You must report irregularities, including unauthorized

signatures and alteration to us, or we will assume that all transactions are accurate and your statement is correct.

You agree not to disclose your PIN to any other person and maintain the habit of changing your PIN from time to time to prevent access to your account. Our employees will never ask you for your PIN, and we will not send unsolicited emails to you that request personal information.

You understand and agree to take precautions to have preordered (blank) checks received by you in a secure manner and to maintain and store your checks where they are not accessible to unauthorized persons. You agree to destroy any surplus check stock that you do not intend to use. Make sure that when writing checks, your numbers are readable and that they begin as far to the left side of the line as possible so additional numbers cannot be easily inserted. Sign your checks clearly, as illegible signatures are easily forged. We may not be liable to you if you negligently write your check, and as a result, funds are paid improperly from your account.

We reserve the right to deny a claim for monetary loss due to forged, altered, or unauthorized checks or transactions if you fail to follow these precautions. If you feel there is an error in your statement or that a withdrawal on your statement was for an incorrect account or was unauthorized, please contact us immediately. Different rules apply to certain electronic transactions.

Remotely Created Checks and Demand Drafts

If you provide your account number to a third party in order to charge your account by means of one or more remotely created checks or demand drafts (*i.e.*, items which do not bear your actual signature, but purport to be drawn with your authorization), you authorize us to pay such items, even though they do not contain your signature and may exceed the amount you authorized to be charged. This provision shall not obligate us to honor such items. We may refuse to honor such items without cause or prior notice, even if we have honored similar items previously.

You may not deposit remotely created checks or demand drafts to an account with us without our prior written consent. Upon our request, you agree to provide us with evidence of your authorization to create and/or deposit such items. You also agree to indemnify, defend and hold us harmless from every loss, expense cost (including attorney's fees), claim and liability related to or arising from such items, including (without limitation) claims that they were not authorized by the persons on whose accounts the items were drawn.

If you deposit such items with us, you agree that we may withhold a portion of the proceeds of such items or other funds in your account, in a reserve account, in an amount that we reasonably believe may be needed to cover future chargebacks, returned items, and/or claims that such items were unauthorized. You grant us a security interest in the reserve account. Unless we agree otherwise in writing with you, reserve funds shall not bear interest. Our right to charge your account for returned items will not be limited by the balance or existence of any reserve. Our rights with respect to the reserve, as well as the security interest granted to us, shall survive the termination of this Agreement. We may discontinue accepting remotely created checks at any time without cause or prior notice.

Returned Items/Transactions

If we are notified that an item you cashed or deposited is being returned unpaid by the institution on which it is drawn, we may attempt to re-clear the item, place a hold on the funds in question (see “Funds Availability”), or charge your account for the amount of the item (and any interest earned on it), regardless of whether the return or notice of non-payment is proper or timely. This also applies to checks drawn on us which are not paid for any reason, and to checks and other transactions that are returned or charged back to us in accordance with any law, regulation or rule (including a fund transfer system or clearinghouse rule). We may assess a fee for each returned item (See Appendix A: Account Terms and Conditions, Schedule of Fees and Charges) and notify you of the return orally, electronically, or in writing.

If we receive an affidavit or a declaration under penalty of perjury stating that an endorsement on an item deposited to your account is forged, that the item contains an alteration, or that there has been a breach of warranty in connection with any item or transaction, we may charge the item or transaction back against your account or place a hold on the funds pending an investigation, without prior notice to you. (Please see section titled “Unauthorized Check Transactions” for more details).

Any credit we may give you with respect to an automated clearinghouse entry is provisional until we receive final settlement for the entry. If we do not receive final settlement, you understand and agree that we may charge your account for the amount, and that the party making payment to you (*i.e.*, the originator of the transfer) shall not be deemed to have paid you the amount of the transfer.

If we are required to reimburse the United States government for all or any portion of any benefit payments deposited through a direct deposit plan into your account for any reason, you agree that we may, without prior notice to you, deduct the amount returned to the United States government from your account or any other account(s) you have with us. This right is in addition to any other rights we have under this Agreement, including our right of setoff. If there are insufficient funds available to repay the amounts claimed by the United States government, any joint account owner and the estate of any deceased account owner will remain liable for the amounts reimbursed by us.

Security Interest

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

Right of Setoff

We may charge or setoff funds in your account for any direct, indirect and/or acquired obligations which any owner of an account owes us, to the fullest extent permitted by law and regardless of the source of the funds in the account. This provision does not apply to IRA or tax-qualified retirement accounts or as otherwise prohibited by law.

Safe Deposit Box Rental

Rental of a Safe Deposit Box is contingent upon maintenance of a checking or savings account relationship in good standing with sufficient balance to pay annual fee. Payment will be automatically deducted from your designated account annually. If your designated account does not have sufficient funds, or if the account is closed, we may charge any account in which you are a signer at our own discretion.

Rental and Fees

The rent for your Safe Deposit Box is annual and must be paid in advance. Current rental rates are shown in Appendix A: Account Terms and Conditions, Schedule of Fees and Charges. Your rental will be renewed annually unless you give us written notice that you will no longer use the box, or if we terminate the rental agreement by returning or offering to return to you the rent for the unexpired term of the rental.

If your rent is unpaid, we may deny you access until your rent is paid. If your rent remains unpaid for six months, we may, after following certain notification procedures, force your box open and may retain and ultimately sell the contents in accordance with applicable provisions of the California Financial Code. You agree that we continue to have a lien on all contents of the box for any rent or other amount that you may owe us.

A deposit is required for your keys which is payable in advance. The deposit for your keys will be placed in a noninterest- bearing account and will be returned to you when you surrender your box and return both of your keys.

Your box may not be sublet or your rental transferred to another person.

Unclaimed Property

We may be required to turn over Safe Deposit Box contents, or the proceeds from the sale of such property, to the state of your last known address for the period specified by state law after the:

- ◆ Expiration of the rental period,
- ◆ Termination of any rental agreement, or
- ◆ Your box remains in a delinquent payment status.

Notices

Any notices to you relative to your Safe Deposit Box must be in writing and personally delivered or sent to you addressed to your last known address, as shown on our records. Notices to you will be effective when delivered or sent to you, whichever is earlier. You agree to promptly give written notice to us of any changes of address. Notices from you will be effective at such time as we have had a reasonable time to act upon the notice after it is received. Unlike deposit accounts, we will not hold for pickup any Safe Deposit Box information or notices.

Access to Your Safe Deposit Box

If you rent your box as an individual renter, only you will have access privileges, unless you have granted another individual a Power of Attorney to access the box.

If you rent your box as co-renters, we will follow the instructions for access to the box on the signature card. If the designated number of you is not present, we will not allow you entry.

You shall have access to the box during our normal business hours, subject to satisfying our requirements as to identification. However, access may be refused whenever we reasonably determine that access to the box or vault jeopardizes the security thereof, such as during an emergency. We may also deny access to the box if, in our sole discretion, we believe that there are conflicting claims to the contents therein or if it is so compelled by legal process or by law. If we are forbidden to allow access to your box due to a legal order, the box may be closed to any access until the legal action is resolved or the order is withdrawn.

Procedures for Admission to Box

The following procedures must be observed for admission to your box:

- ◆ An attendant must accompany you into the vault.
- ◆ An attendant must lock and unlock your Safe Deposit Box.
- ◆ You must open your container and examine its contents in the area provided for this purpose.
- ◆ You must remove and replace your container yourself. We will assist you when asked, but we assume no liability if we assist.

Deposit Box

Your Safe Deposit Box is guarded by two locks, both of which must be unlocked before the box can be opened. One can be opened only by you, the other by our attendant.

We take no responsibility for any property placed in the box. You understand that while we take all reasonable and customary steps to assure that unauthorized access to the box does not occur and the contents of the box are not damaged, you agree we shall not be responsible for any damage to or loss of any of the contents of the box occasioned by circumstances beyond our control, such as fire, flood, robbery or other unauthorized access, so long as we have taken reasonable and customary steps to prevent such loss. You shall insure the contents of the box in the amount you deem appropriate.

Lost Keys

You will receive 2 (two) keys for the box and must pay us a key deposit as set forth in Appendix A: Account Terms and Conditions, Schedule of Fees and Charges. You agree that we will not return the key deposit until you return all keys to us. If a key is lost, you shall immediately return any other key for the box and we will assign you a new box or install a new lock on your existing box. You agree to reimburse us for any expenses it incurs in reissuing keys and in forcing entry into the box if all keys are lost. You understand that, for your protection, we do not keep duplicate keys.

Other Important Information

We will use reasonable care to prevent any unauthorized person from gaining admission to your box, but we have no further responsibility to you concerning its contents. You agree not to place in the box any material or substance, such as guns or other weapons, liquids or chemicals, etc., which could cause damage to the box, any other box in the vault or the vault itself. Our relationship with you is that of landlord and tenant, not bailor and bailee.

Safe Deposit Boxes and their contents are not FDIC insured, and placing cash in your box is discouraged.

You agree that we will not be liable to you if any unauthorized person opens your box, as long as we have used ordinary care in preventing such an occurrence. It shall not be presumed that an unauthorized person opened your box simply because you claim something is missing. You agree that, in the event of any loss or damage to your box or its contents, we will not be liable to you for: (a) any consequential, special or incidental damages; (b) any loss or damages caused, directly or indirectly, in whole or in part, by your negligence or failure to abide by these terms; or (c) any loss resulting from an accident, fire, flood, water damage (including damage from fire suppression systems), mold, tarnish, rust, insects, burglary, civil unrest, war, acts of God, or any cause which is beyond our reasonable control. If we are liable to you for any loss or damage, we may (a) pay you the face value or fair market value of the items (valued as of the date of the loss), or (b) replace the items. NOTWITHSTANDING ANY TERMS OF THIS AGREEMENT TO THE CONTRARY, YOU AGREE THAT OUR LIABILITY FOR ANY LOSS OR DAMAGE TO YOUR BOX OR ITS CONTENTS, HOWEVER OCCURRING, SHALL NOT EXCEED \$5,000. IF YOU WANT TO INSURE WHAT YOU KEEP IN THE BOX, YOU SHOULD CONTACT AN INSURANCE COMPANY. We do not insure the contents of your box. We assume no responsibility to others with respect to any property that you may store for them in your box.

In Case of Death

We should be notified in writing of the death of anyone who has access to your box. After receiving written notice of death, we will release the contents of your box as follows:

- ◆ If your box is rented by you alone, or as a co-renter with another person or persons requiring multiple signatures for access, the contents will be released to your executor, administrator, or legal representative or to one of your heirs who has followed the applicable law for probate of a decedent's estate, and to the surviving co-renter(s) (if applicable).
- ◆ If your box is rented with another person or persons, the contents will be released to the surviving co-renter(s), your executor, administrator, or legal representative or to one of your heirs who has followed the necessary probate steps.

Note: If the box is rented to a corporation or association, access by surviving signers will not be limited by reason of the death of one of the signers.

Power of Attorney

You may grant a Power of Attorney to another person to access the box. The written appointment of your Attorney-in-Fact may be made on the form we provide. Any other form of Power of Attorney must comply with the requirements of California law and is subject to review by us before access to your box will be permitted. We recommend that your Attorney-in-Fact be introduced by you in person at the Branch office where your box is maintained.

If a personal introduction to your Attorney-in-Fact is not possible, we will ask you to submit signed, written instructions directing us to allow safe deposit box access to your Attorney-in-Fact, along with certain information about that person. However, we are under no obligation to question the validity of your signature or the instructions, or the accuracy of the information provided, and we cannot be held responsible for any adverse consequences for following your instructions in good

faith. We have the right to require your Attorney-in-Fact to provide satisfactory identification.

Cancellation of Rental Agreement

We reserve the right to cancel your rental at any time by sending written notice to the address you have given us and by refunding the rent for any unexpired portion of the rental term. If we cancel your rental agreement or your rent is overdue for six months or more, we may open the box forcibly not less than 30 days after we notify you in writing of our intention to do so. This written notice may be given to you in person or sent to the address you have provided. If this happens, we will open your box only in the presence of two bank employees. We will hold the contents in custody until you pay the overdue rent, plus the cost of opening the box and storing the contents. If you do not call for the contents of the box, we will dispose of them as the law allows or requires. If you cancel the rental, you may forfeit the unearned portion of the rent.

Severability

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

Signature Cards

The signatures on the signature card may be used from time to time to verify the signatures on items drawn on the account. We will not be liable to you for refusing to honor checks or other written instructions if we believe, in good faith, that any signature on such checks or instructions is not genuine or authorized, or if you have materially altered your signature without expressly notifying us.

Signature Guarantee

(Not available in all locations)

Our Securities Transfer Agents Medallion Program (STAMP) Signature Guarantee service is available for securities transactions by appointment from 9:00 a.m. to 5:00 p.m. on our business days to all mortgage loan customers and to deposit account customers who have maintained their account satisfactorily for six months. To schedule an appointment, contact the customer service department at the branch where your account is held.

Stale-Dated Checks

You agree that we may pay or reject a check which is presented to us for payment more than six months after its date (a “stale-dated” check), even if the presentation occurs after the expiration of a stop payment request. We normally do not examine the date on checks presented for payment. You agree that we are not required to identify stale-dated checks or to seek your permission to pay them.

Statement Period

The dates of each statement period will be set forth on each account statement, which provides you a record of all transactions posted during that statement period. Statement periods may be of varying length, including monthly, quarterly, semi-annual, or annual. A statement cycle may be shorter than one month if it is the first cycle after combining statements, opening a new account, or after a change to our statement cycle schedule.

Statements, Notices, and Checks

If we provide you with a notice or statement, electronically or otherwise, you must promptly and carefully review it to determine if any errors or problems exist. You agree to notify us immediately of any error, discrepancy or unauthorized transaction you discover on any statement, notice or check. If you fail to do so, you may become responsible for the losses resulting from such failure. A statement will be considered correct and check images genuine if you have not reported errors or omissions within 30 (thirty) days. All deposits and credits are subject to final payment. **If you are a business, you agree not to entrust the writing of checks and the reconciliation and review of your account statements and notices to the same person without frequent monitoring. We may deny a claim for monetary loss due to forged, altered or unauthorized checks if you fail to follow these procedures.**

Statements and notices are normally sent to the last statement address listed with us for your account. If you ask us to hold statements and notices for you, we may mail them to you or destroy them if they are not picked up within 60 days. Notify us promptly if you do not receive your statement by the date you normally would expect to receive it.

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

We may, at our discretion, automatically combine statements on like-ownership accounts.

When we inform you of changes affecting your rights and obligations, we generally do so by delivering or otherwise making a notice available to you. In some cases we may post a notice of change in our branches or on our website. We may mail the notice to you at the last address we show for your account, or if we provide it to you electronically if we have agreed on that method. We may also provide a notice as a message on your account statement or as an insert to your statement.

Stop Payment Orders

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

We may assess a per-check/transaction charge for each stop payment order (See Appendix A: Account Terms and Conditions, Schedule of Fees and Charges). Stop

payment orders are valid for one-hundred eighty days (180 days). After that time, the check may be paid and charged to your account unless you renew the stop payment order for an additional fee. **See How to Stop Preauthorized Transfers from Your Account for specific requirements for such items.**

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

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

Online Bill Payment (Checks Only)

To stop payment of online bills via check, you must contact Customer Service at (800) 359-BANK (2265). We can only stop payment for an online bill payment that is in the form of a check when the check has not cleared your account. We must have a reasonable opportunity to act on any stop payment request after the payment has been processed. Although we will make every effort to accommodate your request, we will have no liability for failing to do so. We may assess a fee for each stop-payment order you give (See Appendix A: Account Terms and Conditions, Schedule of Fees and Charges).

Subaccounting

For each checking account, we may establish a master account and two subaccounts. All information that is made available to you about your account will be at the master account level. The subaccounts are comprised of a savings subaccount and a checking subaccount. On the first day of each month, we will allocate funds between the two subaccounts, as we deem appropriate. Items received by us that are drawn against your master account will be presented for payment against the checking subaccount. Funds will be transferred from the savings subaccount to cover items presented against the checking subaccount as may be needed. On the sixth transfer from the savings subaccount during a statement period all of the funds on deposit in the savings subaccount will be transferred to the checking subaccount for the remainder of the statement period. If your checking account earns interest, the use of subaccounts will not affect the interest you earn. If it does not earn interest, no interest will be paid on either subaccount.

Substitute Checks and Your Rights

Important Information About Your Checking Account

You agree not to deposit substitute checks (described below) or checks bearing a substitute check legal equivalence statement (“This is a legal copy of your check. You can use it the same way you would use the original check”) to your account without our prior written consent. Unless we agree otherwise in writing, our acceptance of such checks shall not obligate us to accept such items at a later time, and we may cease doing so without prior notice.

If we approve the deposit of substitute checks, you agree to indemnify, defend and hold us harmless from all losses, costs, claims, actions, proceedings and attorney’s fees that we incur as a result of such checks, including without limitation, any indemnity or warranty claim that is made against us because: (a) the check fails to meet the requirements for legal equivalence, (b) a claimant makes a duplicate payment based on the original check, the substitute check, or a paper or electronic copy of either; or (c) a loss is incurred due to the receipt of the substitute check rather than the original check. Upon our request, you agree to provide us promptly with the original check or a copy that accurately reflects all of the information on the front and back of the original check when it was truncated.

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

We may convert original checks to substitute checks.

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

Substitute Checks and Your Rights – Important Information About Your Account

What Is a Substitute Check?

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

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

What Are Your Rights Regarding Substitute Checks?

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

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You 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 law.

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

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

How Do You Make a Claim for a Refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at:

Fremont Bank, Attn: Research 2501SA
P.O. Box 5101, Fremont, CA 94537

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

Your claim must include --

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

Telephone and Electronic Communication Monitoring/Recording

We sometimes monitor, record and retain telephone conversations, electronic communications, and other data transmissions for quality and control purposes and we generally do not record conversations without notice to you. If we do record, we do not have to keep the recordings, unless otherwise required by law. YOU ACKNOWLEDGE AND AGREE ON BEHALF OF YOURSELF, YOUR EMPLOYEES AND YOUR AGENTS, THAT WE MAY MONITOR AND RECORD COMMUNICATIONS AT ANY TIME WITHOUT FURTHER NOTICE TO THE PARTIES TO SUCH COMMUNICATIONS.

Telephone Instructions

At our discretion, we may accept telephonic instructions from you in connection with your account. Our understanding of instructions and our records shall be conclusive evidence of the actual instructions given. We are not required to accept

instructions or permit withdrawals by telephone, and this does not constitute an agreement by us to do so.

Termination/Closing Your Account

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

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

We may report information regarding the history of your account to an account verification service or a credit-reporting agency, and that company may make information reported to it available to other financial institutions and to other credit reporting agencies. Should you dispute the information reported, you may write to us at:

Fremont Bank, P.O. Box 5101 Fremont, CA 94537-5101.

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

Transfers/Assignments

Unless otherwise agreed by us in writing, all accounts are nontransferable and non-negotiable. You may not grant, transfer or assign any of your rights to an account without our prior written consent. We are not required to accept or recognize an attempted assignment of your account or any interest in it, including a notice of security interest.

Unauthorized Check Transactions

If you discover an error, forgery, alteration or other unauthorized activity involving your account, you must notify us immediately by telephone and promptly notify your branch of account in writing of the relevant facts, including a description of the transaction or error and the identity of any suspected perpetrator. You agree to maintain a current check register and to carefully and promptly review all statements and notices we make available to you. If you participate in our check safekeeping service, your statements will be deemed to provide sufficient information about your checks and other transactions for you to determine whether there was an error or unauthorized transaction if the statements provide you with the check or transaction number, the amount, and the date of payment

You are in the best position to discover and report any errors or unauthorized transactions involving your account. If you fail to notify us within a reasonable time

(not exceeding 21 days after your statement date), of an unauthorized signature, alteration, forgery, counterfeit check or other unauthorized transaction involving any of your accounts, we will not be responsible for subsequent unauthorized transactions by the same wrongdoer if we act in good faith. Without regard to care or lack of care of either you or us, if you do not discover and report an error or unauthorized signature, alteration, forgery, counterfeit check, or other unauthorized debit to your account within 60 days after the date of your statement or the date information about the item or transaction is made available to you, whichever is earlier, you are precluded from asserting the error or unauthorized transaction against us. (Note: Different notification and liability rules apply to certain electronic fund transfers. See Electronic Fund Transfers section).

If you claim a credit or refund because of an error or unauthorized transaction, you agree to provide us with a declaration containing whatever reasonable information we require regarding your account, the transaction and the circumstances surrounding the claimed loss. We must receive your declaration within 10 days of our request. If applicable, you also agree to make a report to the police and to provide us with a copy of the report, upon request. We will have a reasonable period of time to investigate the circumstances surrounding any claimed loss. During our investigation, we will have no obligation to provisionally credit your account, unless otherwise required by law (e.g., in connection with certain consumer electronic fund transfer services).

Our maximum liability will never exceed the amount of actual damages proven by you. Our liability will be reduced: (a) by the amount of the loss that is caused by your own negligence or lack of care; (b) to the extent that damages could not have been avoided by our exercise of ordinary care; and (c) by any loss recovery that you obtain from third parties (apportioned in accordance with this provision). We will not be liable for any loss that is caused in part by your negligence if we acted with ordinary care. Unless otherwise required by law, we will not be liable for incidental, special or consequential damages, including loss of profits and/or opportunity or for attorney's fees incurred by you, even if we were aware of the possibility of such damages.

You agree to pursue all rights you may have under any insurance policy covering any loss and to provide us with information regarding coverage. Our liability will be reduced, proportionately in accordance with our responsibility for any loss, by the amount of any insurance proceeds you receive or are entitled to receive for the loss. If we reimburse you for a loss and the loss is covered by insurance, you agree to assign us your rights under the insurance policy to the extent of our reimbursement, in accordance with this provision. You waive all rights of subrogation against us with respect to any insurance policy or bond.

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

Waivers

We may delay enforcing our rights under this Agreement without losing them. Any waiver by us shall not be deemed a waiver of other rights or of the same right at another time or of the same right with respect to other customers. You waive diligence, demand, presentment, protest, and notice of every kind, except as expressly set forth in this Agreement.

Wire and Other Funds Transfers

The following provisions apply to payment orders governed by Division 11 of the California Commercial Code (e.g., wire transfers). They do not apply to the transactions described in the “Electronic Fund Transfers” section of this Agreement. They also do not apply to foreign remittance transfers governed by Consumer Financial Protection Bureau Regulation E (“foreign remittance transfers”) to the extent they are inconsistent with Regulation E or the disclosures we provide to you for such transfers. If you have a separate agreement with us with respect to payment orders, the terms of that agreement will supersede any conflicting terms in this Agreement.

ACH on Business Accounts

We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of California, which are applicable to ACH transactions involving your account.

Processing Orders

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

Cutoff Hours

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

Payment Order Accuracy

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

ACH Provisional Credits

Credit for an ACH transfer is provisional until the receiving financial institution obtains final settlement. If final settlement does not occur, the originator of the transfer is not deemed to have made payment to the beneficiary, and the beneficiary’s bank is entitled to a refund of the provisional credit. If we give you

provisional credit for an ACH transfer, but do not receive final payment, you become obligated to us for the full amount without prior notice or demand.

Notices

Under the Operating Rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of an ACH transfer and we will not do so. However, we will continue to notify you of the receipt of transfers in the periodic statements we provide to you. You can also contact our Customer Service Center between the hours of 8:00 a.m. to 7:00 p.m., Monday through Friday, or your office of account during normal business hours, to determine if a transfer has been credited to your account.

Cancellation and Amendment of Payment Orders

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

Foreign Transfers

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

Unauthorized Payment Orders

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

Notice of Errors

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

Limitation of Liability

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

Withholding of Income Tax

Unless you are exempt under federal law, we are required to withhold a portion of your taxable interest and certain other payments (this is referred to as backup withholding) if: (1) you fail to supply us, under penalties of perjury, with your correct taxpayer identification number (TIN); (2) you fail to provide us with the required certified information; (3) the IRS instructs us to withhold; or (4) the IRS notifies you that you are subject to backup withholding. You must provide your TIN regardless of whether you are required to file a tax return. You also must certify that you are not subject to backup withholding.

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

We may refuse to open, and we may close, any account for which you do not provide a certified TIN, even if you are exempt from backup withholding and information reporting. To avoid possible erroneous backup withholding, an exempt payee should furnish its TIN and indicate on the signature card that it is exempt.

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

You may be subject to civil and criminal penalties if you fail to provide us with a correct TIN or falsify information with respect to withholding. For additional information on interest reporting and withholding, contact your tax advisor or the IRS.

How to Obtain a Taxpayer Identification Number (TIN)

If you don't have a TIN you can apply for one on Form SS-5, Application for Social Security Number Card, or Form SS-4, Application for Employer Identification Number, at the local office of the Social Security Administration or the IRS.

What Number to Give Us

<u>For this type of account:</u>	<u>Give the TIN of:</u>
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account
3. Custodian account of a minor (Uniform Transfers to Minors Act)	The minor
4. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee
5. So-called trust account that is not a legal or valid trust under state law	The actual owner
6. Sole proprietorship	The owner
7. A valid trust, estate, or pension trust	Legal entity
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership, Limited Liability Company, or Limited Liability Partnership	The partnership, LLC or LLP
11. A broker or registered nominee	The broker or nominee
12. A public entity	The public entity

Questions or Comments

If you have any questions or comments, you can contact us at:

Fremont Bank
PO Box 5101
Fremont CA 94537-5101

Or call us at:

(510) 792-2300 or
(800) 359-BANK (2265)

You may also visit us at www.fremontbank.com

As a community bank, we look forward to working with you to serve all your financial needs. We are committed to superior service and if, for any reason, we should fail to exceed your expectations, please let us know. We thank you for your continued support of Fremont Bank.

Note: The fees, rates and benefits described in this booklet and in Appendix A: Account Terms and Conditions, Schedule of Fees and Charges were current as of the date of publication of this booklet, but are subject to change. You can obtain current information by calling us at the number set forth above. Prices listed are subject to sales tax wherever applicable.

Appendix A: Account Terms and Conditions, Schedule of Fees and Charges

This Appendix A: Account Terms and Conditions, Schedule of Fees and Charges, as amended, restated or modified from time to time (this “Appendix”), is an addendum to, and is deemed incorporate fully into, the deposit account agreement entered into by us and you (the “Account Agreement”).

Monthly service charges are assessed the first day of the statement period and collected on the last day of the statement period.

Service charges are not prorated for partial months.

Interest on Deposits

Interest Rates

Interest rates paid on our accounts are determined by us, based on market conditions and other business factors. Except for fixed rate certificate of deposit accounts, (which earn the contracted interest rate through maturity), the interest rate and annual percentage yield on deposits can change as often as daily, at our discretion, without prior notice to you. On tiered-rate accounts, we apply the interest rate for the balance tier of your end-of-day balance against the entire balance of your account. We maintain a rate sheet (the “Rate Sheet”) with current rates for all accounts and fees. For current rates, please call or visit one of our branches or contact us at the number on the last page of this booklet.

The annual percentage yield (“APY”) stated for time deposits that earn compounded interest (but which permit interest to be withdrawn prior to maturity) assumes that interest remains on deposit until maturity. A withdrawal of interest will reduce earnings.

Interest Calculations

Interest is calculated on an actual/365 day basis (366 days in leap years), except for certain public fund accounts which may be calculated on an actual/360 day basis.

We use the daily-balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day. Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

Interest Payments

Money Market accounts and interest bearing checking accounts:

Interest is compounded monthly and credited to the account on a monthly basis on the last day of the statement period. If you close the account before interest is credited, you will not receive the accrued interest.

Statement Savings accounts:

Interest is compounded daily and credited to the account on the last day of the quarter. If you close the account before interest is credited, you will not receive the accrued interest.

Checking Accounts: Personal

All Personal Checking customers receive the following services at no additional charge (although additional agreements or terms and conditions may apply):

Online Banking with:

- Bill Pay
- Account Alerts
- Mobile Banking
- Online Check Images
- e-Statements

Combined Statements

Unlimited Branch Visits

Unlimited Touch Tone Banking calls

Debit Mastercard®

uChoose Rewards®

The uChoose Rewards® program allows your enrolled Fremont Bank Debit Mastercard® to earn points on purchases from online stores and local retailers. When your Debit Mastercard® is used online like a credit card, it is considered to be signature based. Points can be redeemed for a wide variety of rewards in many categories including merchandise, gift cards, cash back, activities, events and travel. Points expire three (3) years from the end of the month in which they posted and your personal checking account must remain open in order to keep the points. For full details visit www.fremontbank.com/rewards or your nearest branch.

Premier Checking

(Available for Personal Accounts only. Not available for IRA Accounts.)

Minimum Opening Deposit: **\$100**

If average daily balance is \$50,000, or with \$50,000 Combined ² Balance Option	No Monthly Service Charge
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Otherwise:

Monthly Service Charge	\$29.00
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Paper Statement Fee	None
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Statement Images Fee	None
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This is a variable interest rate account. There are distinct interest rates and APYs as described in our current Rate Sheet.

Account is eligible for:

- ATM Surcharge rebates¹
- Combined Balance Option²

(References in this section can be found below under Internal References)

Additional Products and Services:

The following Fremont Bank products and services are included for Premier Checking customers, subject to limitations and restrictions as set forth in this Appendix:

- Cashier’s Checks;
- Wire Transfers;
- Foreign Currency Exchange;
- Personalized Fremont Bank Corporate-Design Checks;
- Signature Guarantee Service;
- Mortgage Rate Alerts (email address required);
- Waiver of monthly service charge on a Business Checking Account under Sole Proprietorship*; and
- Waiver of monthly service charge on a Premier Money Market Checking account.*

*You may avoid the monthly service charge on only one Business Checking account and one personal Premier Money Market Checking account. This benefit requires that all accounts have identical account ownership. Excludes promotional accounts.

Other Account Terms: See our Account Agreement and Rate Sheet for other important terms that apply.

Freedom Checking

(Available for Personal Accounts only. Not available for IRA Accounts.)

<i>Minimum Opening Deposit:</i>	<i>\$100</i>
With monthly direct deposit of at least \$500, or	No Monthly
\$1,500 average daily balance, or	Service Charge
with \$5,000 Combined Balance Option ² , or	
with at least ten (10) qualified Debit Card purchases, or	
if you are a student under 26	

Otherwise:

Monthly Service Charge	\$10.00
Paper Statement Fee	\$2.00
Statement Images Fee	\$2.00

Account is eligible for:

- ATM Surcharge rebates¹
- Combined Balance Option²

(References in this section can be found below under Internal References)

Additional Products and Services:

The following Fremont Bank products and services are included for Freedom Checking customers:

- One Introduction Order of Personalized Checks; and
- Mortgage Rate Alerts (email address required).

Additional Requirements and Restrictions

Direct Deposit Requirements: A qualifying direct deposit includes a direct deposit of your salary, pension, Social Security, or other regular monthly income electronically deposited to your account. Transfers from one account to another, or deposits made at a branch or ATM, do not qualify as a direct deposit. Direct deposits that require special handling, such as a manually controlled account, do not qualify for the service charge waiver. You must have at least one direct deposit of at least \$500 during each statement period and must begin within two (2) statement cycles of account opening. If your direct deposit is less than \$500 and no other waiver condition is met, your account will be charged the monthly service charge within five (5) business days of the beginning of the new statement period.

Debit Card Purchase Requirements: Qualifying debit card purchases include point-of-sale (POS) purchases using your PIN, purchases you sign for, internet, phone and mail order purchases, small dollar purchases that do not require a signature or PIN, and bill payments where payee processes the transaction as a credit transaction. Qualifying transactions from the same account but with different cards are combined. Transactions that do not qualify include ATM transactions, cash transactions and refund/return transactions. To be deemed qualifying, all qualified transactions must post to the account during the statement period.

Student Waiver: This account is available to students 10 to 25 years old at account opening. For students under the age of 18, a parent/guardian must be listed as a joint owner on the account. All students, regardless of age, must provide a valid student ID as proof of active enrollment in an accredited educational institution at time of account opening. Upon student's 26th birthday, or sooner if not enrolled as a full-time student in an accredited educational institution, the account will be converted to a standard Freedom Checking account and subject to the then current checking service charges. Limit one waived account per student. Account subject to approval. Certain other restrictions may apply.

Other Account Terms: See our Account Agreement for other important terms that apply.

Cornerstone Checking

(Available on Personal Accounts Only. Not available for IRA accounts)

Minimum Opening Deposit: **\$100**

With Automatic Loan Payment to a Fremont Bank first mortgage or home equity line of credit	No Monthly Service Charge
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Otherwise:

Monthly Service Charge	\$15.00
Paper Statement Fee	\$2.00
Statement Images Fee	\$2.00

Account is eligible for:
ATM Surcharge Rebates¹
(References in this section can be found below under Internal References)

Additional Products and Services:

The following Fremont Bank products and services are included for eligible Cornerstone Checking customers:

- One Introduction Order of 40 Personalized Checks;
- Mortgage Rate Alerts (email address required); and
- Rate discount on a Home Equity Line of Credit for maintaining automatic loan payments.

Cornerstone Rewards:

Cornerstone Checking customers may receive the rewards described below if they meet the eligibility criteria set forth below. Earned rewards will be credited to your account and reported as interest. An Internal Revenue Service Form 1099 (or another appropriate form) will be issued to you that reflects the value of the account credits rewarded. If a reward period ends on a weekend or holiday, a transaction must post to your account by the last banking day before the weekend or holiday to count towards any reward. To receive any reward, your Cornerstone Checking account must remain open for the reward to post to your account. Transactions that require special handling, such as transactions on a manually controlled account, or transactions for which your account has insufficient funds to pay, are not qualifying transactions for purposes of earning rewards.

New Account Rewards

Our New Account Rewards offer is valid for new Cornerstone personal checking customers only. Customers who currently have, or had within the last 180 days, a personal checking account with us as a primary or secondary account holder are not eligible for this reward.

To receive the new account rewards, the following qualifying activities must have occurred within the first 60 days of account opening:

- ✓ You have established a recurring direct deposit of at least \$500 into your Cornerstone Checking Account;
- ✓ You have made two or more online bill payments from your Cornerstone Checking Account; and
- ✓ 25 or more qualified debit card purchases, each greater than \$5, must have posted and settled from your Cornerstone Checking Account (if the 60th day after account opening is on a weekend or holiday, transactions must post to your account by the last banking day before the weekend or holiday to count towards the new account reward, thus you may have less than 60 days to earn this reward).

You can earn \$50 for completing each of the above activities, with \$150 in maximum new account rewards if all are completed.

Monthly Account Rewards

Earn \$10 each monthly statement period when you are enrolled in automatic loan payments ("ALP") and complete any three (3) of the below qualifying activities during the statement period:

1. Receive account e-Statements for your Cornerstone Checking Account;

2. Make at least one online bill payment from your Cornerstone Checking Account;
3. Receive a recurring direct deposit of \$500 or more into your Cornerstone Checking Account;
4. Cause 5 or more qualifying debit card purchases to post and settle from your Cornerstone Checking Account (if the relevant statement period ends on a weekend or holiday, any qualifying debit card purchase must post and settle from your account on the last banking day before such weekend or holiday to count for purposes of this rewards).

You may receive a maximum of \$120 in monthly account rewards annually. This reward is credited monthly on the last day of the monthly statement period. *To receive the monthly account reward with respect to a monthly statement period, qualifying conditions must be met during that monthly statement period.*

Additional Requirements and Restrictions

ALP Requirements: An ALP to your Fremont Bank first mortgage or Home Equity line of Credit qualifies. An ALP that requires special handling, such as a manually controlled account or an ALP in an instance where your account has insufficient funds to pay the ALP, does not qualify for monthly account rewards.

Bill Payment Requirements: You must be enrolled in Online or Mobile Banking to activate and use Bill Pay. Separate terms and conditions apply.

Debit Card Purchase Requirements: Qualifying debit card purchases include point-of-sale (POS) purchases using your PIN, purchases you sign for, internet, phone and mail order purchases, small dollar purchases that do not require a signature or PIN, and bill payments where payee processes the transaction as a credit transaction. Qualifying transactions from the same account but with different cards are combined. Transactions that do not qualify include ATM transactions, cash transactions, refund/return transactions or any debit card transaction that does not post and settle from your Account during the statement period.

Direct Deposit Requirements: A qualifying direct deposit includes a recurring direct deposit of your salary, pension, Social Security, or other regular monthly income electronically deposited to your account in amount of at least \$500 per recurrence. Transfers from one account to another, or deposits made at a branch or ATM, do not qualify as a direct deposit. Direct deposits that require special handling, such as a manually controlled account, do not qualify for a reward.

e-Statement Requirements: To receive electronic statements (“e-Statements”) you must enroll in Online Banking, consent to receipt of electronic notices from us and have a working connection to the internet with email capability. If you cancel e-Statements, your account will be subject to the paper statement fee beginning with the end date of the statement period in which e-Statements are cancelled.

HELOC Rate Discount: Receive an interest rate discount on your Fremont Bank home equity line of credit (“HELOC”) for maintaining ALP from a Fremont Bank personal checking account. Only one ALP discount per HELOC will apply. The removal of any discount will increase the rate.

Internal References

¹***ATM Surcharge Rebates:*** This program applies only to ATM surcharges that are assessed by a third party for transactions in the United States. Surcharges will be automatically rebated for any financial institution-owned and operated ATM in the United States. There are no ATM usage fees charged for using your ATM Card or Debit MasterCard® at a Fremont Bank ATM or AllPoint® Network ATM. Applies only to accounts which indicate eligibility for ATM surcharge rebates.

²***Combined Balance Option:*** The Combined Balance Option allows you to combine certain balances to avoid paying monthly service charges on your eligible checking account. The Combined Balance Option requires identical account ownership. You can avoid the monthly service charge on only one checking account by choosing the Combined Balance Option. The Option is activated on any day the checking account balance falls below the minimum amount required to avoid the monthly service charge. When that happens, the balance of the checking account will be combined with the lowest month-to-date minimum balance(s) in the combined account(s) to determine if you meet the balance requirement. Not available on all accounts. Available only for accounts which indicate eligibility for this option. Promotional accounts are excluded.

Checking Accounts: Business

Please note: All business accounts are analyzed to monitor the level of account activity. Any account that has certain cash management services may be automatically converted, with or without advanced notice to a Business Analyzed Checking account. Cash management services requiring conversion include, but are not limited to, full-service ACH Origination, Cash Vault Services and Lockbox.

Excess deposit and check activity on non-analyzed accounts are charged as follows:

When any combination of deposits, deposited checks, presented checks and ACH credits/debits per statement period are in excess of the product limit, the charge is as follows:

Per each additional item \$0.50

When deposited currency/coin is in excess of the product limit during the statement period, the charge is as follows:

Excess coin and currency \$3.00 per \$1,000
Charged within the first five (5) business days of the next statement cycle.

Business Premier Checking

Minimum Opening Deposit: ***\$100***

If average daily balance is \$100,000, or with \$250,000 Combined Balance Option [#]	No Monthly Service Charge
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Otherwise:

Monthly Service Charge \$90.00

Paper Statement Fee None

Statement Images Fee None

Activity Limits: per statement period

- 500 total Deposits, Checks Deposited, Checks Presented, and ACH Credits/Debits combined;
- \$15,000 Deposited Currency/Coin combined; and
- Limited Cash Management Services.

Additional Products and Services:

The following Fremont Bank products and services are included for Business Premier Checking customers:

- \$6.00 monthly fee rebated when enrolled in Business Bill Pay with at least one bill payment cleared in the same month;
- Free checks, up to \$150 in value per year;
- Four online stop payments per month when your Premier Checking account is your online banking billing account;
- Four cashier's checks per month;
- Four Linked Account Overdraft Transfers per month;

- Up to \$250 documentation fee rebate on a Fremont Bank business loan or line of credit up to \$500,000, excluding promotional loans;
- Two Business Plus Checking Accounts with no Monthly Service Charge when linked with your Premier Business Checking account; and
- Business Premier Money Market Account[#] with no Monthly Service Charge when linked with your Premier Business Checking account that has a minimum daily balance of \$1.00.

Additional Services Available

- Single-Feed at no charge or discounted Multi-Feed Remote Deposit Capture Unit;
- For \$30 per month, your Business Premier checking account is eligible for enrollment in the Electronic Payments Package, which includes:
 - 20 ACH originated debits/credits per month, including tax payments, additional entries are charged at \$0.50 each;
 - Two online originated outgoing domestic wires per month; and
 - Positive Pay ACH Monitoring.

Other Account Terms: See our Account Agreement for other important terms that apply.

#Combined Balance Option: The Combined Balance Option allows you to combine certain balances to avoid paying monthly service charges on your eligible Business Premier checking account. The Combined Balance Option requires identical account ownership. You can avoid the monthly service charge on only one checking account by choosing the Combined Balance Option. The Option is activated on any day the checking account balance falls below the average balance required to avoid the monthly service charge. When that happens, the lowest balance of the checking account will be combined with the lowest month-to-date minimum balance(s) in the combined account(s) to determine if you meet the balance requirement.

Business Preferred Checking

Minimum Opening Deposit: **\$100**

With Identical Ownership Commercial Lending Relationship, or if average daily balance is \$15,000	Rebated Monthly Service Charge
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<i>Otherwise:</i>	
Monthly Service Charge	\$40.00
Paper Statement Fee	None
Statement Images Fee	None

Activity Limits: per statement period

- 500 total Deposits, Checks Deposited, Checks Presented, and ACH Credits/Debits, combined;

- \$15,000 Deposited Currency/Coin combined; and
- Limited Cash Management Services.

Additional Products and Services:

The following Fremont Bank products and services are included for Business Preferred Checking customers:

- \$6.00 monthly fee rebated when enrolled in Business Bill Pay with at least one bill payment cleared in the same month;
- Two online stop payments per month when your Preferred Checking account is your online banking billing account;
- Two cashier’s checks per month;
- Two Linked Account Overdraft Transfers per month;
- Up to \$100 documentation fee rebate on a Fremont Bank business loan or line of credit up to \$500,000, excluding promotional loans; and
- One Business Plus Checking Account with no monthly service charge when linked with your Business Preferred Checking account.

Additional Services Available

- Eligible for Single-Feed or Multi-Feed Remote Deposit Capture Unit, subject to a monthly service fee;
- Eligible for enrollment in the Electronic Payments Package for \$30 per month, which includes:
 - 20 ACH originated debits/credits per month, including tax payments, additional entries are charged at \$0.50 each;
 - Two online originated outgoing domestic wires per month; and
 - Positive Pay ACH Monitoring.

Other Account Terms: See our Account Agreement for other important terms that apply.

Business Plus Checking

Minimum Opening Deposit: ***\$100***

With Identical Ownership Commercial Lending Relationship, or with Merchant Services. or Payroll Services, or with Single-Feed Remote Deposit Capture monthly service fee, or when you make ten (10) *qualifying purchases using your Business Debit Mastercard®, or when you make one or more *qualifying purchase using your Business Debit Mastercard® totaling \$250.00 or more, or if average daily balance is \$5,000	Rebated Monthly Service Charge
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Otherwise:

Monthly Service Charge	\$12.00
	\$2.00 Rebated with e-Statements

Paper Statement Fee	None
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Activity Limits: per statement period

- 100 total Deposits, Checks Deposited Checks Presented and ACH Credits/Debits combined;
- \$2,500 Deposited Currency/Coin combined; and
- Limited Cash Management Services.

*Use a linked Fremont Bank Business Debit Mastercard® to make at least ten (10) qualifying purchases, or one or more qualifying purchases totaling \$250.00 or more (including both Signature and PIN transactions) each statement cycle to receive the service charge waiver. The following transactions do not qualify: a) ATM transactions; b) refunds, returns or other adjustments. Purchases must be posted to the account within the statement period to qualify. In addition to the primary business debit card, linked employee cards also count toward the monthly qualifying purchase threshold.

Additional Products and Services:

The following Fremont Bank products and services are included for Business Plus Checking customers:

- \$6.00 Business Bill Pay monthly fee rebated with at least one bill payment cleared in the same month.

Additional Services Available

- Eligible for Single-Feed Remote Deposit Capture Unit, subject to a monthly service fee.

Other Account Terms: See our Account Agreement for other important terms that apply.

Business Interest Checking

Minimum Opening Deposit:

\$100

If average daily balance is \$10,000

No Monthly
Service Charge

Otherwise:

Monthly Service Charge

\$25.00

Paper Statement Fee

None

Paper Images Fee

None

This is a variable interest rate account. Please see our current Rate Sheet for applicable interest rates and tiers.

Activity Limits: per statement period

- 200 total Deposits, Checks Deposited, Checks Presented and ACH Credits/Debits, combined;
- \$5,000 Deposited Currency/Coin, combined; and
- Limited Cash Management Services.

Additional Services Available

- Eligible for Single-Feed Remote Deposit Capture Unit, subject to a monthly service fee.

Other Account Terms: See our Account Agreement for other important terms that apply.

Attorney-Client Trust Accounts` (Interest on Lawyers Trust Account, "IOLTA")

Minimum Opening Deposit: **\$100**

Monthly Service Charge	
Standard IOLTA Account	\$10.00

Otherwise:

Standard Monthly Service Charges for chosen Product apply.

Eligibility: To be eligible for an IOLTA account, an operating account is required. Any incidental fees and charges must be paid out of the operating account. If the operating account is closed, the IOLTA account must also be closed.

By default, IOLTA accounts earn interest at the Business Money Market Checking account rates, although any type of interest-bearing business deposit account offered by the Bank (except certificates of deposit) may be opened as an IOLTA. Except as noted below or required by applicable law, terms of the account (e.g., minimum opening deposit, balance required to avoid the imposition of a fee, and interest rate) are the same as non-IOLTA accounts with that product type. IOLTAs are not eligible for ATM, Debit Mastercard®.

Interest earned is netted against monthly account service charges and remitted to the State Bar of California on a quarterly basis. We will transmit to the State Bar of California with each remittance a statement showing the name of the attorney or law firm, the interest rate, and the amount of any service charges. Establishing an IOLTA constitutes your consent for the Bank to furnish copies of the IOLTA's periodic statements to the State Bar of California.

We will report to the State Bar of California any incidences of properly payable items that are drawn against non-sufficient funds.

We may assess a fee for such reports and records as required by the State Bar of California. Any such fees shall be charged to any account held by you (other than the IOLTA account).

Analyzed Accounts

We analyze only the accounts and services that are linked to our account analysis system (Note: we may not analyze all accounts or charges). We do not calculate an earnings credit for accounts that are not linked to the service or allow earnings credit to offset charges against unanalyzed accounts.

The monthly service charge consists of an account maintenance fee to which we add additional activity charges and from which we subtract a monthly earnings credit. Activity fees and charges may be included in analysis activity charges, charged directly to the account, or collected at the time of service, at the Bank's sole discretion.

Deposit Assessment

A deposit assessment charge will be included in the analysis of your account. The assessment will be calculated on each \$100 of your average ledger balance using a pre-determined rate that may change from time to time. The resulting sum is divided by 365 and then multiplied by the number of days in the analysis period. The resulting charge will be itemized on your analysis statement, along with your other fees and charges. The assessment will be applied to all balances in your account.

Earnings Credit

The earnings credit, which may offset all or part of your monthly service charge, applies only to the service charges for the current month. Unlike interest, your earnings credit does not accumulate. At our discretion, we may change the earnings credit index or the percentage allocated at any time.

The earnings credit is calculated each month on your average positive available balance after float and reserve requirement deductions. To calculate your average positive available balance for each monthly statement period, we subtract the average float on your deposits from your average ledger balance and then subtract a ten percent (10%) reserve requirement. The resulting balance is referred to as the investable balance and is used to calculate your earnings credit by applying the earnings credit rate to the investable balance on a monthly basis.

If the average available balance on your account is negative at any time during the month, we calculate an interest charge based on the prime rate plus a predetermined percentage, per annum that is deducted from your earnings credit. This may result in a negative earnings credit. At our discretion, we may change the interest charge index, the percentage allocated or the minimum interest rate.

If your account is eligible to earn interest, the interest paid during each monthly statement is deducted from the monthly earnings credit applied to your account. This may result in a negative earnings credit.

If you deposit funds that belong to others ("beneficial owners") in an analyzed account, you represent to us that: (a) you are authorized by the beneficial owners to benefit from the use of any associated earnings credit, and (b) your use of the earnings credit will not violate any contract, law or regulation. You also agree to indemnify and hold us harmless from and against any and all claims, actions, proceedings, losses, costs (including attorney fees and other charges), liabilities and/or damages that arise from your use of the account analysis service or the

manner in which you compensate or charge beneficial owners for your use of our services. This provision shall survive the termination of the Account Agreement.

If earnings credit is insufficient to cover service charges during any period, we may charge the difference to your account.

This account is designed for businesses with higher levels of account activity and/or large or frequent cash needs.

We may stop calculating earnings credit and applying it against service charges for any analyzed account that becomes inactive (*i.e.*, has no deposits or withdrawals for 12 months).

Please be advised that other arrangements may be made with us in accordance with supplemental agreements entered into at a later time.

Grouped Analysis

Analyzed accounts may be grouped together in any combination of Analyzed Business, Analyzed Business Interest or Analyzed Zero Balance Account (“ZBA”). If you have several analyzed accounts, you can designate which account should be charged.

Money Market Checking accounts may be included in a group upon request. Grouped Money Market accounts will assume all the features of an Analyzed account and are assessed maintenance and activity charges as described for analysis. Interest earned will be deducted from the earnings credit of such Grouped Money Market accounts or Analysis Interest accounts. **Grouped accounts must have the same ownership and Tax ID.**

Each analysis account’s net monthly service charge or earnings credit will be rolled up to the primary account to calculate a “net” group analysis charge. A monthly group analysis statement will be provided in addition to each individual analysis statement.

If your account is eligible to earn interest and grouped with a business account of same ownership that earns interest, the interest paid during each monthly statement is deducted from the monthly earnings credit applied to your account. This may result in a negative earnings credit.

Account Closure

If you close your account with an amount owed due to activity or services provided, we may at our option, reopen the account to post service charges or mail an invoice for collection of service charges.

Business Analyzed Checking

<i>Minimum Opening Deposit:</i>	\$100
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Monthly Maintenance	\$22.00
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*plus all applicable activity charges.
(Less \$6 with e-Statements)*

Business Analyzed Interest Checking

<i>Minimum Opening Deposit:</i>	\$100
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Monthly Maintenance	\$22.00
<i>plus all applicable activity charges.</i>	
<i>(Less \$6 with e-Statements)</i>	

Interest earned is netted against the earnings credit, which may cause a negative earnings credit.

This is a variable interest rate account.

Analyzed Zero Balance Account “ZBA”

Monthly Maintenance (Master Account)	\$35.00
Monthly Maintenance (ZBA)	\$26.00
<i>plus all applicable activity charges.</i>	
<i>(Less \$6 with e-Statements)</i>	

ZBA Account maintains a zero balance at the end of each banking day. This account receives funds from another analysis account designated as the master account. Each day the master account transfers funds as needed to cover withdrawals and charges presented against the ZBA account.

If deposits are made to the ZBA account, you should transfer funds on a collected balance basis, otherwise any funds in excess of those needed to cover daily debits will be swept to the master account each business day and may create a negative collected balance in the ZBA account due to float, (which may cause a negative available balance charge).

We generally use funds in the master account first to cover transactions presented against the master account before transferring any remaining available funds to the ZBA account. If there are not sufficient available funds in the master account to cover all items presented against the ZBA account, we will transfer as much funds as are available. This may result in NSF or Overdraft charges.

Note: Certain same-day credits, although fully collected, may not be available for transfer by means of this service (e.g., cash vault deposits, funds scheduled to be swept to another account that night, funds from a line of credit tied to an account, and certain transactions that are not memo-posted that day).

We may refuse to transfer funds, if: (1) the transfer would exceed the transaction limits of an account; (2) funds are subject to a hold, setoff, third-party claim, dispute, or legal process; (3) there are insufficient funds available to make the transfer; or (4) otherwise allowed by the Account Agreement. Our transfer of funds between accounts shall not limit our right to charge back checks or other transactions which are reversed or returned to us for any reason.

Business Account Activity Charges:

(see also “Other Activity Fees and Charges”)

Deposits processed	\$1.50 each
Currency/Coin deposited	\$1.40 per \$1,000
Cash Vault Monthly Maintenance	\$30.00
Miscellaneous Cash Vault Handling Fees, including per item fees that are charged by the cash vault at a higher rate than that shown below.	Pass-through
Deposit Correction (Cash Vault only)	Pass-through
Envelope Verification (Cash Vault only)	Pass-through
Checks deposited drawn on Fremont Bank (“on-us” items)	\$0.14 each
Checks deposited drawn on other banks (“transit” items)	\$0.14 each
Checks paid negotiated at Fremont Bank (“on-us” items)	\$0.18 each
Checks paid negotiated at other banks (“transit” items)	\$0.18 each
ACH credit/debit	\$0.18 each
Change Order (Cash Vault only)	
Online	\$2.00
Telephone	\$3.00
Special Order	\$100.00
	(Pass-Through)
Currency supplied (per \$1,000)	\$1.30
Coin supplied	
per box	\$5.00
per roll	\$0.15
Business Bill Pay	
Bill Pay Monthly Maintenance	\$6.00
Over 20 payments in a month	\$0.25 each
Target Balance	
Bank Assisted Target Balance Established	\$150.00
Target Balance Monthly Maintenance	\$50.00 per month

The following services are available by separate agreement:

Online Banking
Mobile Courier Service
Remote Deposit Capture
Escrow Services

Cash Management Services:

ACH Origination
Lockbox Services
Positive Pay
ACH Positive Pay
Account Reconciliation
(Requires Positive Pay)

Fees may be included in activity charges or collected at the time of service, in our sole discretion. Other business and international services are available upon request. Other fees may apply.

Money Market and Savings Accounts

***The average daily balance is calculated by addition of the principal in the account for each day of the monthly service statement period and dividing that figure by the number of days in the period.

NOTE: If your account is a retirement plan account, further information about your account and about special retirement plan account fees that apply will be provided in the IRA Custodial Agreement, Application and Agreement to Participate and Retirement Plans Services and Fees Disclosure. Please read these documents carefully.

Money market and savings accounts are not eligible for Overdraft Privilege Service.

Business Money Market and Savings Accounts

When deposited currency/coin combined is in excess of \$1,000 during the statement period, the charge is as follows:

Excess coin and currency \$3.00 per \$1,000
Charged within the first five (5) business days of the next statement cycle.

Premier Money Market Checking

(Available for Personal Accounts Only. Not available for IRA accounts)

Minimum Opening Deposit:	\$100
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Linked with Premier Checking Account ² with a minimum daily balance of \$1.00	No Monthly Service Charge
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Otherwise:

Monthly Service Charge	\$29.00
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Paper Statement Fee	\$2.00
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Statement Images Fee	\$2.00
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Waived when Combined with Premier Checking Account.

This is a variable interest rate account. The interest rate and APY are based on balance tiers as described on our current Rate Sheet.

Other Account Terms: Premium interest rate when combined with Premier Checking Account with a minimum daily balance of \$1.00.

Personalized Money Market Checking design checks.

Other Account Terms: See our Account Agreement and Rate Sheet for other important terms that apply.

Business Premier Money Market Checking

(Available for Business Accounts Only)

Minimum Opening Deposit:	\$100
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Combined with Premier Checking Account [#] with a minimum daily balance of \$1.00	No Monthly Service Charge
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Otherwise:

Monthly Service Charge	\$30.00
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Paper Statement Fee	None
Statement Images Fee	None

This is a variable interest rate account.

Other Account Terms: See our Account Agreement and Rate Sheet for other important terms that apply.

Money Market Checking

(Available for Businesses and Individuals. Not available for IRA Accounts.)

<i>Minimum Opening Deposit:</i>	<i>\$100</i>
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If average daily balance is \$2,500	No Monthly Service Charge
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Otherwise:

Monthly Service Charge	Business.\$16.00 (Less \$6 with e-Statements)
	Personal \$14.00 (Less \$4 with e-Statements)
Statement Images Fee	\$2.00

This is a variable interest rate account. The interest rate and APY are based on balance tiers as described on our current Rate Sheet.

Other Account Terms: See our Account Agreement and Rate Sheet for other important terms that apply.

IRA Money Market Savings

(Available to Individuals.)

Minimum Opening Deposit:

\$100

This is a variable interest rate account. The interest rate and APY are based on balance tiers as described on our current Rate Sheet.

Further information about your account will be provided in the IRA Custodial Agreement and Application. Special retirement plan account fees apply; see Other Activity Fees and Charges section below. Please read these items carefully.

Statement Savings

(Available for Businesses and Individuals. Not available for IRA Accounts.)

Minimum Opening Deposit:

\$100

(Current account holders may open an informal trust account for a minor with \$25.00).

If minimum daily balance
is \$300 Personal, \$500 Business

No Monthly
Service Charge

Otherwise:

Monthly Service Charge

\$5.00

This is a variable interest rate account. The interest rate and APY are as described on our current Rate Sheet.

Other Account Terms: See our Account Agreement and Rate Sheet for other important terms that apply.

Certificates of Deposits

Certificate of Deposit (CD) customers agree to keep funds on deposits for a fixed period of time. Partial withdrawals are not permitted. Any withdrawal which reduces the account balance below the minimum balance requirement for the rate being paid will be considered as a withdrawal of the entire account balance. If this occurs, an early withdrawal penalty may be assessed on the full principal balance of the account.

If we permit an early withdrawal of principal from a CD, we may impose an early withdrawal penalty. Tax penalties also apply to premature distributions from IRAs.

Early Withdrawals:

If we permit an early withdrawal of any amount of the principal before the maturity date; we may impose a penalty on the funds withdrawn in the amount equal to:

- ◆ For CDs with terms 30 days or less, a penalty equaling 15 days' simple interest on the funds withdrawn at the rate in effect on the day of withdrawal;
- ◆ For CDs with terms 31 days through 12 months, a penalty equaling 90 days' simple interest on the funds withdrawn at the rate in effect on the day of withdrawal;
- ◆ For CDs with terms 13 months through 24 months, a penalty equaling 180 days' simple interest on the funds withdrawn at the rate in effect on the day of withdrawal;
- ◆ For CDs with terms greater than 24 months, a penalty equaling 365 days' simple interest on the funds withdrawn at the rate in effect on the day of withdrawal.

These penalties will be charged on the amount withdrawn regardless of whether the interest has been earned and regardless of the length of time the funds withdrawn have remained in the account.

Interest credited to these accounts (other than retirement accounts) may be withdrawn without penalty at any time during the term in which it is earned. However, upon renewal, interest credited becomes part of the principal and is no longer subject to withdrawal without penalty. The APY assumes interest remains on deposit until maturity. A withdrawal of interest will reduce earnings.

To the extent necessary to comply with these requirements, deductions may be made from the amount withdrawn or the remaining account balance. We may elect not to impose the penalty described above for a withdrawal of principal following the death or adjudication of incompetence of any account owner if the account was opened before such adjudication and not extended or renewed after that date.

Payment of Interest:

Please refer to the Rate Sheet for current interest rate and APY information.

For fixed rate CDs, you will be paid interest for the duration of the term you have selected. The interest rate and APY may change at maturity.

Interest is computed on the account using the daily balance method. We apply a daily periodic rate to the principal balance in the account each day. Interest begins to accrue on non-cash items (such as checks) deposited to the account on the

business day of the deposit. Note: Paying interest into the account monthly has the effect of compounding.

The APY assumes interest remains on deposit until maturity. A withdrawal of interest will reduce earnings.

If you close your account before the interest is credited, you will not receive the accrued interest. CDs receive interest as of the last interest payment cycle (resulting in a loss of accrued unpaid interest).

Matured Certificate of Deposit Accounts:

Unless we notify you of a change in terms, at maturity CD accounts will automatically renew for a new term at the rate and APY then in effect for accounts of the same type, amount and duration. However, for special promotional CDs, the account will automatically renew for a new term as stated in your initial account disclosure at the rate and APY then in effect.

We reserve the right to change the rate of interest for automatically renewable accounts at each renewal period. Unless specifically stated otherwise, any bonus or special promotion we are offering will not apply to automatically renewing CD accounts.

You will have 10-calendar days (grace period) from the maturity date to deposit additional funds or to withdraw all or a portion of your funds from the account without being charged an early withdrawal penalty. CD accounts which do not automatically renew will stop earning interest at maturity.

Fixed Rate Certificate of Deposit

A minimum deposit of \$2,500 is required to open and maintain this account. The term of this account is a minimum of one month.

For retirement plan accounts, the minimum balance required is \$500. You may not make deposits or withdrawals from this account until the maturity date.

Other Account Terms: See our Account Agreement and Rate Sheet for other important terms that apply.

Note: If this CD is a retirement plan account, further information about your account will be provided in the IRA Custodial Agreement and Application. Special retirement plan account fees apply; see **Other Activity Fees and Charges** section below. Please read these items carefully. In addition, if you withdraw principal within the first seven days after the account is established, you will forfeit all interest earned on the amount withdrawn. Tax penalties also may apply to premature distributions from IRAs.

Bump Your Rate CD

(Available for Personal Accounts only. Not available for IRA Accounts.)

The APY assumes interest remains on deposit until maturity. Rates are subject to change without notice. There is a substantial penalty for early withdrawals. An early withdrawal will reduce earnings. Fees may reduce earnings.

There is a Bump Your Rate maximum deposit limit of \$500,000 per household. The initial deposit must be from a Financial Institution other than the Bank; new money only. You must have a Fremont Bank personal checking account to qualify; which may be opened concurrently. Identical account ownership is required.

Bump Your Rate CD's are permitted a one-time rate adjustment without penalty anytime during the original term. The rate increase you select must be a rate we are offering for an 18-month Bump Your Rate CD and must be requested in person at one of our branches. The minimum balance to open and obtain an APY Bump Your Rate CD is \$2,500. New money may not be added when exercising the bump-up option.

Unless notified by us of a change in terms, your Bump Your Rate CD will automatically renew at maturity into a 18-month Fixed Rate CD with the rate equal to our published 18-month standard CD rate. The renewed account will not have the rate bump option.

On the day you exercise your Bump Your Rate CD you will be given a receipt that will confirm you have requested a rate increase to your Bump Your Rate CD. Your rate will be adjusted to the current published rate for our 18-month Bump Your Rate CD as reflected on the current Rate Sheet. The new interest rate will be effective as of the calendar day after the last accrued interest has been credited.

You will not be able to make any additional rate changes during the remainder of the term of your Bump Your Rate CD.

Other Account Terms: See our Account Agreement and Rate Sheet for other important terms that apply.

Electronic Banking Fees

See applicable agreements, such as Lockbox and Cash Management Services, for specific electronic banking charges for services provided.

ATM and Debit Card fees:

Fremont Bank ATMs:

ATMs that displays the Fremont Bank name and logo

Withdrawals, deposits, transfers and balance inquiries No charge

Deposits may not be available at some ATMs. Transaction activity fees may apply to some accounts.

Non-Fremont Bank ATMs:

ATMs that do not display the Fremont Bank name and logo

Withdrawals, deposits, transfers and balance inquiries No charge*

**There may be an ATM surcharge fee by the ATM operator or any network used.*

Other ATM and Debit Card Fees:

International Transaction Fee	3% of Card Transaction
Replacement ATM Card	\$5.00 each
Replacement Debit Card	\$10.00 each
ATM or Debit Card replacement “rush”	\$30.00 each
Cancellation of Debit Card recurring payment	\$50.00 each merchant

Other Activity Fees and Charges

Applies to all accounts unless otherwise specified.

For business accounts, these fees may be added to analysis activity charges or collected at the time of service, in our sole discretion.

Account Closure Fee (except Certificates of Deposit)

within:

Three months of opening	\$15.00
Six months of opening	\$10.00
Six months of opening with a promotional offer	\$50.00
Business Analyzed Accounts within six months of opening	Average of 3 months' assessed fees

ACH Returns & Corrections (Business Only)

Notice of Correction	\$3.00 each
Returned Item	\$5.00 each

Checks and Currency

Cashier's Check	\$10.00 each
Coin handling:	
per sorted bag	\$4.00
per roll	\$0.12
for mixed bag	\$8.00
coin subject to count	\$13.00
	per bag
Foreign Currency Order	\$25.00
(Purchase)	(plus value of currency)
Foreign Currency Exchange	3% of value
(Redeem)	\$10.00 minimum, plus cost

Check Printing

Cost of check printing varies depending on selection.

Collection Fees

Domestic Incoming/Outgoing	\$25.00 per item
Foreign Incoming/Outgoing	\$60.00 per item
Above fees are in addition to all charges imposed upon us by other financial institutions in handling the item.	

Installment Collections (IC)

(Subject to Bank's acceptance before set-up)

Initial Set-up	\$50.00
Per Collection (IC Payment Fee)	\$10.00

Counter Items

Counter Checks, Deposit and Withdrawal slips	
First set of 12	\$5.00
Each additional set of 4	\$2.00

Night Depository

Set-up Fee	\$25.00
Key Deposit	\$10.00
Additional or replacement keys	\$10.00 each
Night Depository Monthly Service Fee	\$3.00
Single-use Deposit Bags	Varies per 100 bags

Daily Overdraft (OD) Charge

(Does not apply to savings accounts.)

If an account balance remains overdrawn (negative) for ten (10) or more consecutive business days, the account will be charged a continuous daily overdraft charge. The charge will begin on the tenth business day that the account balance is below zero and continue until the account is returned to a positive balance.

Daily OD Charge

\$6.00 per day

Deposited (Dep) Item Returned

(deposited or cashed item returned)

Consumer: No Charge

Business: \$10.00 each

Re-deposited Returned (Deposited) Item

Business Only: \$7.50 each

Non-Sufficient Funds (NSF) and Overdraft (OD) Charges

Items that, if paid, would cause the account balance to become negative, or would cause a negative balance to become more negative may in our discretion, as described above, be refused payment or be paid. If we return the item unpaid, we will assess a Not Sufficient Funds (NSF) charge. If we pay the item, creating or increasing an overdraft, we will assess an Overdraft (OD) charge. Charges apply to checks, automatic payments, ATM withdrawals, in-person withdrawals, or other paper or electronic transactions (except ATM and one-time debit card transactions for consumers who have not opted-in to the payment of such items) that if or when posted create or increase an overdraft (negative balance) in the account.

Business Checking and Savings Accounts:

First 7

\$30.00 each

8 or more

\$35.00 each

(Based on the number of NSF/OD items in the trailing 12-month period.)

Consumer Checking Accounts:

First 7

\$30.00 each

8 or more

\$35.00 each

(Based on the number of NSF items in trailing 12-month period; maximum charge of \$175.00 per day for any combination of paid and returned items.)

For accounts with Overdraft Privilege and opted-in for one-time debit card transactions, NSF/OD Charge is waived on Point-of-Sale (POS) Debit Card purchases overdrawing your end-of-day account balance, less holds, by under \$5.00.

Consumer Savings Accounts:

\$30.00 each

(Maximum charge of \$175.00 per day for
any combination of paid and returned items.)

Research and Verification

Account Verification Letter (Verif.)

\$5.00 each

Verification of Deposit (VOD)

\$20.00 each

Research Fee

\$40.00 per hour
(\$20.00 minimum)

Account (Acct.) Reconciliation

\$30.00 per hour

(\$30.00 minimum, copy charges may also apply)

Copies of Fremont Bank Records

Check Images

\$10.00 per image

Other than checks

\$10.00 each

Photocopies, external documents and
duplicate copies of items provided via
research

\$0.50 each

Retirement Plan Account

IRA Annual Custodial Fee

\$25.00

SEP Plan Annual Custodial Fee

\$30.00

Termination Fee

\$50.00

Transfer Fee

\$50.00

Safe Deposit Box (SDB) Rental

Safe Deposit Box sizes are approximate.

2"x 5"	\$50.00/year
3"x 5"	\$55.00/year
5"x 5"	\$75.00/year
3"x 10"	\$95.00/year
4"x 10"	\$100.00/year
5"x 10"	\$110.00/year
10"x 10"	\$150.00/year
(SDB) Key Deposit Fee	\$20.00
(SDB) One Lost Key Fee	\$20.00
(SDB) Forcible Entry	\$50.00, plus cost
Minimum plus any additional costs incurred by the bank.	
(SDB) Late Fee	\$15.00
(more than 30 days late)	
Certified Mail Fee	\$ 5.00 minimum
Storage (after forced entry)	\$ 2.00 per month

Services

Custom Statement Option	\$2.50 per month
Hold Statement Handling Charge	\$10.00 per month
Express Mail Fee	\$30.00
Duplicate or Multiple Mailing of Notice or Statement	\$10.00 per each additional notice or statement
Interim Statement	\$10.00 per request
Manual Control Account Handling (manually monitoring account activity)	\$50.00 beginning day 30, thereafter \$50.00 per month until closed
DVD Statements	\$25.00 per account per month
Legal Process	\$110.00 (minimum) per occurrence
Notice of Impending Escheatment (Escheat)	\$ 2.00
Notary (bank documents only)	\$10.00 per signature
	Signature Guarantee, per appointment
Up to 6 imprints	\$20.00
Each additional imprint	\$5.00

Transfers

Account Linked Overdraft Protection (automatic transfers between linked accounts)	\$11.00 per transfer
Telephone Transfers (assisted)	\$15.00 per transfer

Stop Payment	\$30.00 each
Postdated Check (Ck) Notice	\$30.00 each

Wire Transfer Fees

Domestic	
Outgoing	\$30.00 each
Incoming	\$15.00 each
International (Int'l)	
Outgoing – US Currency	\$40.00 each

Outgoing – Foreign Currency	\$35.00 each
Incoming	\$15.00 each
Notification (electronic)	\$5.00 each
Adjustment or Return	\$10.00 each
Investigation or Tracer	
Domestic	\$15.00 each
International	\$20.00 each

Correspondent Banking Fees and Charges

Other miscellaneous services may be available through our correspondent banks. We will notify you of any charge at the time of your request. In addition, we will assess on you all charges imposed upon us by other financial institutions in completing your request.

Fees set forth in this Appendix may change without prior notice.



FREMONT BANK

www.fremontbank.com
(800) 359-2265

We Accept Relay Calls
21 Convenient Branches