

Welcome to First Foundation Bank

Important Information
for Your Banking Account

DISCLOSURE INFORMATION
EFFECTIVE MAY 23, 2022





P.O. Box 10910
Naples, FL 34101-0910

www.firstfoundationinc.com

Table of Contents

Introduction	1
Summary of Updates	3
Summary Information About Your Accounts	5
Online Banking Services Update	7
Personal Online Banking	7
Business Online Banking	10
Treasury Management Services	15
Your Deposit Accounts	19
Personal Accounts	19
Business Accounts	30
Your Loan Accounts	45
Fee Schedules	47
Personal Fee Schedule	47
Business Service Fees	48
Treasury Management Fees	49
Terms and Conditions of Your Consumer Deposit Account	51
Terms and Conditions of Your Business Deposit Account	77



Welcome to First Foundation Bank

It is with great enthusiasm that I welcome you to First Foundation Bank.

First Florida Integrity Bank (FFIB) joined with First Foundation Bank on December 18, 2021. Since then, we have been working to bring together the best of both banks while offering greater opportunities with the same local service.

Most of the changes to date have been made behind the scenes. This includes enhancements to technology that improve the flexibility of banking with us, while maintaining the same robust security. We have added improved functionality to our banking platforms and created more efficient operations that should save you time and make banking with us easier than ever before.

There are also other enhancements that will be more noticeable in the coming weeks, as we are preparing to convert accounts from former-FFIB systems.

This document contains important information about the benefits and changes for all of the accounts offered by First Foundation Bank, organized by account type. We have highlighted many of those changes along with a detailed copy of the terms and conditions.

These changes are set to take effect on May 23, 2022. In the meantime, we encourage you to review the enclosed materials and contact your local branch or banker with any questions.

We understand that anything new – even something good – takes time to get used to, so please let us know how we might help.

As always, thank you for banking with us!

Scott F. Kavanaugh
Chief Executive Officer
First Foundation

Questions?

We have answers to many of your questions within this booklet. We also have posted a list of frequently asked questions to our merger website:

www.firstfoundationinc.com/merger-ffib



That said, if you are seeking assistance not covered by one of these resources, our team of trained staff is ready to help. Please call us at (888) 405-4332 and select the option for former FFIB clients.

Please note, if attempting to contact our branch teams, they will be prioritizing requests as they come in, which may result in longer than usual wait times. Calling the toll-free number above will be the best way to receive assistance.



Summary of Updates

New name, same local service



Monday, May 23, 2022

The updates to your account are scheduled to take effect on Monday, May 23, 2022 unless specifically noted.



We're here for you

Call us at **(888) 405-4332** or visit us in-person at the same locations:

Pine Ridge Office

3580 Pine Ridge Rd.
Naples, FL 34109

5th Ave. Office

895 Fifth Avenue South
Naples, FL 34102

Anchor Rode Office

811 Anchor Rode Drive
Naples, FL 34103

Marco Island Office

775 Bald Eagle Drive
Marco Island, FL 34145

Crosspointe Office

1055 Crosspointe Drive
Naples, FL 34110

Ave Maria Office

5078 Pope John Paul II Blvd #100
Ave Maria, FL 34142

Tampa Office

4404 W Kennedy Blvd
Tampa, FL 33609

You can also visit us online at: www.firstfoundationinc.com/merger-ffb.

And if you want to learn more about First Foundation Bank, please visit our main website at: www.firstfoundationinc.com



Unlimited Access to ATMs

Use any ATM in the country, and we will reimburse you up to \$20 in ATM fees for each transaction. When the time comes, you can also use the ATM locator on our website or mobile application to find ATMs that you can make deposits at across the nation.



Summary Information About Your Accounts

We will be making updates to your account(s) starting Friday, May 20, 2022. Your account(s) will become unavailable starting at 7:00PM ET on May 20, 2022. We recommend that you check your account balances on Friday, May 20, as you will not have access to them over the weekend.

You may experience delays in updating your account balances, which could result in purchase and withdrawal limits that may be different than you expected.

Your questions, answered

1) Will Phone Numbers, Faxes and Email Addresses remain the same?

The phone numbers and addresses will remain the same. All of our colleagues in our locations will be receiving new email addresses, yet their current email address will still work for the foreseeable future. We will be providing you with the updated email addresses so you can update your records.

2) Will my account number(s) change?

No, your account number(s) will not change.

3) Will the routing number change?

No, the routing number will not change.

4) How will my bank statements change?

You may receive two separate statements for the month of May.

5) Can I continue using my existing ATM debit card?

Yes, you can continue to use your existing ATM debit card until the conversion date of May 23, 2022. You will receive separate mailings with more information regarding your new First Foundation Bank Visa Debit Card and PIN instructions prior to that date.

6) Can I continue using my existing checks?

Yes, you can continue to use your existing checks.

7) Where do I send my loan payments?

Loan payments can be mailed to the following addresses:

First Foundation Bank
Attn: Loan Servicing
P.O. Box 10910
Naples, FL 34101-0910

First Foundation Bank
Attn: Loan Servicing
18101 Von Karman Avenue, 7th Floor
Irvine, CA 92612



Online Banking Services Update

First Foundation Bank is excited to offer our enhanced Online Banking and Treasury Management services to fit your banking needs. Mobile Banking is also available, providing banking services at your fingertips while you are on the go. First Foundation Bank offers industry leading Online and Mobile Banking technology for both Personal and Business clients.

Personal Online Banking

First Foundation Bank's Online Banking system will be available beginning Monday, May 23, 2022. You will continue to have access to your account information through your current online banking system until 7:00PM ET on Friday, May 20, 2022. Further information regarding your new login will be sent to the email on file starting in April.

What You Need To Know:

First Foundation Bank strongly recommends you back-up your online information including account history, monthly statements, recurring transfers, transfer templates, and bill pay payee information as not all information will be transferred over.

We are here for you!

If you have any questions,
we're here for you!

(888) 405-4FFB (4332)

OnlineBanking@ff-inc.com

Available 24/7 for Personal Online Banking support
beginning May 23, 2022

Online Bill Pay

Prior to Thursday, May 19, 2022, First Foundation Bank strongly suggests backing up all bill pay payee information, activity, and future-dated payments. Payee information and scheduled bill payments will transfer to your First Foundation Bill Pay; however, it is strongly recommended to back-up this information as a best practice. Your previous Bill Pay transaction history **will not** transfer to your First Foundation Bank Online Banking profile. Once you have access to your new First Foundation Bank Online Banking profile, First Foundation Bank recommends verifying all payee information and scheduled payments that transferred over.

Internal Transfers

Scheduled, recurring, and future dated internal transfers **will not** be converted to your First Foundation Bank Online Banking profile. Please back-up any scheduled, recurring, and future dated internal transfers prior to Friday, May 20, 2022. You will need to reschedule these internal transfers once you have access to the new online system.

External Transfers

Scheduled, recurring, and future dated external transfers **will not** be converted to your First Foundation Bank Online Banking profile. Please back-up any scheduled, recurring, and future dated external transfers prior to Friday, May 20, 2022. If you have any external transfer accounts linked from other financial institutions, you will need to re-link your accounts on or after Monday, May 23, 2022. Once your external accounts have been linked, you may reschedule any external transfers.

Person-to-Person (P2P) Payments

Scheduled, recurring, and future dated person-to-person payments **will not** be converted to your First Foundation Bank Online Banking profile. Please back-up any scheduled, recurring, and future dated person-to-person payments prior to Friday, May 20, 2022. You will need to reschedule these payments once you have access to the new online system using “Send Money with Zelle.”

Third Party Personal Financial Management Software and Third Party Apps

If you are currently using a third party personal financial management software, such as Mint or Quicken, or using a third party app, such as Venmo or Cash App, please complete your initial login directly on the First Foundation Bank Online Banking system on Monday, May 23, 2022. After your initial login on Monday, May 23, 2022, you will be required to update your bank selection in your software/app to First Foundation Bank and enter your username and updated password. Please contact your software/app provider for further assistance.



First Foundation
Bank-Mobile



Mobile Banking with First Foundation Bank (FFB) Mobile

Beginning May 23, 2022, once you have completed the Online Banking enrollment and successfully logged into your profile, you will have the opportunity to enroll in Mobile Banking through First Foundation Bank. If you have the “FFIBank by FFB Mobile” or the “FFIBank + FFB mRDC” mobile app(s) installed, you will need to delete the apps and download the app for First Foundation Bank Mobile. You can find the First Foundation Bank Mobile app in the Apple App Store or Google Play Store.

Account Alerts

Alerts **will not** convert to the new Online Banking system, and you will need to re-establish your alerts upon initial login.

eStatements

If you were previously enrolled in eStatements, you **will need to re-enroll** to continue receiving eStatements. Beginning May 23, 2022, you may enroll for eStatements through the First Foundation Bank Personal Online Banking website. 24 months of eStatements will be available after conversion.

24/7 Telephone Banking

Try First Foundation Bank's Telebank. It's fast and available all day, every day. You can check your balance, listen to your transaction history, hear your interest earned amounts, and get important loan information. To use Telebank, call 888-405-4332 and select option 1. You will just need your full account number and to set up a Telebank PIN on your first call to get started.

Bank Issued Credit Cards

The terms of your previously issued credit card will stay the same. All payments and transactions will continue to be processed through Card Assets, and you will continue to use the same website to log in to your account. You should not experience any interruption in service as a result of the conversion. If you have questions regarding your credit card, please contact Card Assets at the number located on the back of your credit card for further assistance.

Loans

Clients will have the same functionality with regard to viewing loan balances and loan activity. Loan payments may be made online between First Foundation Bank accounts only. To make a loan payment from an external account, you will need to enroll in our Automatic Mortgage Payment Program. Please email Loan Servicing at loanservice@ff-inc.com for the information.

Loan eStatements

If you were previously enrolled in loan eStatements, you will have access to view your statements online if you have an account with First Foundation Bank. However, you will not receive email notifications when your eStatements are available. You will also continue to receive hard copy statements.

Business Online Banking

First Foundation Bank's Business Online and Commercial Online Banking systems will be available beginning Monday, May 23, 2022.

What You Need To Know:

First Foundation Bank strongly recommends you back-up your online information including account history, monthly statements, recurring transfers, transfer templates and bill payment payee information as all information may not be transferred over. In addition, we recommend verifying the contact information on file prior to Friday, May 20, 2022.

A Welcome Journey will be made available for Cash and Treasury Management clients prior to conversion on May 23, 2022. The Welcome Journey will contain information that will assist users with the initial login and how to navigate through the new system. The Welcome Journey will also be available on our conversion information site: www.firstfoundationinc.com/merger-ffib

First Foundation Bank will convert all companies and their users, with the entitlements and permissions, based on the information received from the previous online banking system. It is strongly recommended all users log in to the Commercial or Business Online Banking system on Monday, May 23, 2022, to verify the accuracy of their profile and access rights.

In addition to the information received in the Welcome Journey, we have several resources available to assist in familiarizing yourself with the new system.

Please visit: www.firstfoundationinc.com/client-support and click the link under Knowledge Center, where you will find video tutorials of our products and services.

We are here for you!

If you have any questions,
we're here for you!

(888) 405-4FFB (4332)

OnlineBanking@ff-inc.com

Monday through Friday 8:00AM to 8:00PM ET

Commercial Online or Business Online

If you utilize Online Banking with any business accounts, your login will be migrated to either Commercial Online or Business Online with First Foundation Bank. Clients utilizing Online ACH Origination or Online Wire Origination will log in to Commercial Online. All other business companies and users will log into Business Online. You will be provided your final online login destination—along with your updated credentials, helpful guides, and further resources—during the weekend of May 21, 2022. Please ensure your email and contact information is up to date so you don't miss out on any of this communication.

Account History

Prior to conversion weekend on May 20, 2022, First Foundation Bank strongly suggests backing up all account history. Your account history with First Foundation Bank will begin on Monday, May 23, 2022. Eighteen (18) months of statements will be made available.

Business Online Bill Pay

Prior to Thursday, May 19, 2022, First Foundation Bank strongly suggests backing up all bill pay payee information, activity, and future-dated payments. Payee information and recurring, future dated, and scheduled bill payments will transfer to your First Foundation Bill Pay; however, it is strongly recommended to back-up this information as a best practice. Your previous Bill Pay transaction history **will not** transfer to your First Foundation Bank Online Banking profile. Once you have access to your new First Foundation Bank Online Banking profile, First Foundation Bank recommends verifying all payee information and scheduled payments that transferred over.

If you are using payroll through Business Bill Pay, your service will be migrated to ACH Origination.

Internal Transfers

Scheduled, recurring, and future dated internal transfers **will not** be converted to your First Foundation Bank Online Banking profile. Please back-up any scheduled, recurring, and future dated internal transfers prior to Friday, May 20, 2022. You will need to reschedule these internal transfers once you have access to the new online system.

Account Alerts

Alerts or event notifications previously established **will not** be converted. You will need to re-establish these alerts in First Foundation Bank Business or Commercial Online Banking.

Business eStatements

If you were previously enrolled in eStatements, you **will need to re-enroll** to continue receiving eStatements. Prior to conversion weekend on May 20, 2022, First Foundation Bank strongly suggests you print or back-up your current eStatements to your workstation. Eighteen (18) months of eStatements will be available after conversion.

24/7 Telephone Banking

Try First Foundation Bank's Telebank. It's fast and available all day, every day. You can check your balance, listen to your transaction history, hear your interest earned amounts, and get important loan information. To use Telebank, call 888-405-4332 and select option 1. You will just need your full account number and to set up a Telebank PIN on your first call to get started.

Mobile Banking with First Foundation Bank Business

Beginning May 23, 2022, once you have completed the Online Banking enrollment and successfully logged into your profile, you will have the opportunity to enroll in Mobile Banking through First Foundation Bank. If you have the "FFIBank by FFB Mobile" or the "FFIBank + FFB mRDC" mobile app(s) installed, you will need to delete the apps and download the app for FFB Business Mobile. You can find the FFB Business Mobile app in the Apple App Store or Google Play Store.



**First Foundation Bank
Business**

If you are using Online ACH Origination or Online Wire Origination services, it is recommended you download the FFB Business Token app on or before Monday, May 23, 2022 to prevent an interruption in service.



Cleared Check Images

On Monday, May 23, 2022, you **will not** have access to your previously cleared check images in your transaction history. Previously cleared checks will be available in the prior 18 months of eStatements made available. First Foundation Bank strongly recommends that you download and save your check images prior to conversion. Check images will be available for all items in your transaction history starting from Monday, May 23, 2022.

Transaction History Export

First Foundation Bank offers the ability to export account transaction history into BAI2, EDI, Swift MT40, PDF, QuickBooks, Quicken, NACHA, and CSV files. You will need to update your QuickBooks and Quicken settings on Monday, May 23, 2022 to ensure a seamless transition of data.

Third Party Financial Management Software and Third Party Apps

If you are currently using a third party financial management software, such as QuickBooks or Quicken, or using a third party app, such as Venmo or Cash App, please complete your initial login directly on the First Foundation Bank Commercial or Business Online Banking system on Monday, May 23, 2022. After your initial login on Monday, May 23, 2022, you will be required to update your bank selection in your software/app to First Foundation Bank and enter your username and updated password. Please contact your software/app provider for further assistance.

Loans

Clients will have similar functionality with regard to viewing loan balances and loan activity. Loan payments may be made online between First Foundation Bank accounts only. To make a loan payment from an external account, you will need to enroll in our Automatic Mortgage Payment Program. Please email Loan Servicing at loanservice@ff-inc.com for the information.

Business Loan eStatements

If you were previously enrolled in loan eStatements, you will have access to view your statements online if you have an account with First Foundation Bank. However, you will not receive email notifications when your eStatements are available. You will also continue to receive hard copy statements.



Treasury Management Services

ACH Files, Templates, and External Transfers

Prior to conversion weekend on May 20, 2022, First Foundation Bank strongly suggests backing up your ACH templates and recurring payments. Existing ACH templates, ACH payees, and participant's banking information will be converted. Scheduled, recurring, and future dated ACH transfers **will not** be converted to your First Foundation Bank Online Banking profile. Please back-up any scheduled, recurring, and future dated ACH transfers prior to Thursday, May 19, 2022. You will need to reschedule these ACH transfers once you have access to the new online system.

You will have access to First Foundation Bank's ACH Origination on Monday, May 23, 2022 for a settlement date of Tuesday, May 24, 2022.

Clients will have the option to import ACH files using NACHA, delimited text files, and fixed width text files. You will be required to update ODFI information, including updating to First Foundation Bank's routing number and your assigned company ID, on your NACHA files beginning Monday, May 23, 2022. More information regarding your ACH service will be included in the Welcome Journey.

ACH Submission Cutoff Time

The deadline for ACH batch and file submission is 8:00PM ET.

Online Wire Transfers

Existing wire templates, wire payees, and participant's banking information will be converted. Scheduled, recurring, and future dated wire transfers **will not** be converted to your First Foundation Bank Online Banking profile. Please back-up any scheduled, recurring, and future dated wire transfers prior to Friday, May 20, 2022. You will need to reschedule these wire transfers once you have access to the new online system.

Business users who have been authorized to initiate wires using Wire Origination can create templates for recurring or future dated transfers. Multi-wires may be sent using wire templates.

Clients will have the option to import wire files using delimited text files and fixed width text files. Clients will have the ability to initiate both domestic and international wire transfers. In addition, First Foundation Bank offers the ability to send international wires using both US funds and foreign currency.

More information regarding your wire service will be included in the Welcome Journey.

Online Wire Cutoff Times

The deadline for International Wire submissions is 3:00PM ET and the deadline for Domestic Wire submissions is 5:00PM ET.

Incoming Wires

The instructions for directing a wire transfer deposit to your account will change effective Monday, May 23, 2022.

Incoming Wire Instructions

Domestic Incoming Wire Instructions:

Effective Monday, May 23, 2022

First Foundation Bank
18101 Von Karman Avenue, Suite 750
Irvine, CA 92612

ABA #: 122287581

Beneficiary Account Name:
Beneficiary Account Number:

Foreign Incoming Wire Instructions:

Effective Monday, May 23, 2022

Intermediary Bank: Wells Fargo Bank Intl
Bank Location: San Francisco, CA
Bank SWIFT: WFBUS6S
Beneficiary Bank: First Foundation Bank
Beneficiary Bank Address:
18101 Von Karman Avenue, Suite 750
Irvine, CA 92612
Beneficiary ABA: 122287581

Beneficiary Account Name:
Beneficiary Account Number:

Remote Deposit Capture (RDC)

Starting Monday, May 23, 2022, you will be processing your remote deposits through First Foundation Bank's RDC system. Please note the following:

- You will use your Business or Commercial Online Banking login to access RDC through a single sign-on. There is no separate website.
- Your scanner will require a new software driver to be compatible with First Foundation's site. A link to download will be included in the Welcome Journey. Do not install the new RDC scanner software driver before Saturday, May 21, 2022.
- The deposit cutoff time is 9:00PM ET on a banking business day to receive same-day credit to the deposit account.
- RDC is available for both Windows and Mac computers. Mac users will be required to use a specific scanner type dictated by the OS software.
- Alert notifications of received deposits are available. Alerts can be set up at the time of initial login or at the client's convenience.
- Mobile Deposit is available to client administrators who download the Business Mobile app from First Foundation Bank. If enrolled for RDC, your mobile deposit limit will remain the same as your current remote deposit limit. If not enrolled for RDC, your limit will be \$10,000 daily.

Positive Pay

First Foundation Bank offers Check, ACH, and Payee Positive Pay with the ability to upload in Excel, delimited text, and fixed width text file formats. In addition, First Foundation Bank has the ability to handle custom formatted files. First Foundation Bank strongly recommends backing up any outstanding issued items, positive pay check or ACH filters, and any positive pay transaction history prior to Friday, May 20, 2022. Positive Pay transaction history **will not** be converted to your Online Banking profile.

An Online Banking specialist will be available to assist and test file uploads prior to conversion on Monday, May 23, 2022. Additional information will be included in the Welcome Journey.

Positive Pay Cutoff Times

All positive pay decisions must be completed before 3:30PM ET. Issued files must be uploaded before 11:00PM ET. Decisioning is typically available by 7:00AM ET.

Merchant Card Services

If you utilize Celero or another provider for your Merchant Card Services, your current contract will remain in effect until its expiration date. You should not experience any interruption in service as a result of the conversion.

Lockbox

Starting Monday, May 23, 2022, you will be processing your Lockbox through the First Foundation Bank's Lockbox system. The PO Box used to receive your payments will be changing. A First Foundation Bank representative will be in direct contact with you in advance of the conversion date to coordinate the transition.

Bank Issued Credit Cards

The terms of your previously issued credit card will stay the same. All payments and transactions will continue to be processed through Card Assets, and you will continue to use the same website to log in to your account. You should not experience any interruption in service as a result of the conversion. If you have questions regarding your credit card, please contact Card Assets at the number located on the back of your credit card for further assistance.



Your Deposit Accounts

Personal Accounts

CHANGE IN TERMS NOTIFICATION ("CIT NOTICE") AND AMENDMENT OF THE TERMS AND CONDITIONS OF YOUR ACCOUNT

THIS CIT NOTICE HIGHLIGHTS IMPORTANT CHANGES TO YOUR ACCOUNT TERMS INCLUDING FEES THAT BECOME EFFECTIVE ON THE DATE SPECIFIED IN THE WELCOME PACKET AND IMPORTANT DATES THAT WERE SENT WITH THIS CIT NOTICE (THE "EFFECTIVE DATE").

ON AND AFTER THE EFFECTIVE DATE, FIRST FOUNDATION BANK'S TERMS AND CONDITIONS OF YOUR CONSUMER DEPOSIT ACCOUNT DISCLOSURES ("TERMS AND CONDITIONS") INCLUDED WITH THE WELCOME PACKET WILL AMEND AND REPLACE YOUR CURRENT DEPOSIT ACCOUNT AGREEMENT WITH FIRST FLORIDA INTEGRITY BANK. THESE NEW TERMS AND CONDITIONS AND FEES WILL BE APPLICABLE TO YOUR DEPOSIT ACCOUNT.

THIS NOTICE IDENTIFIES THE NEW FIRST FOUNDATION BANK DEPOSIT ACCOUNT(S) THAT REPLACE YOUR FIRST FLORIDA INTEGRITY BANK ACCOUNT(S) BEGINNING ON THE EFFECTIVE DATE AND DESCRIBES CHANGES TO THE TERMS AND CONDITIONS AND FEES THAT WILL APPLY TO YOUR ACCOUNT(S).

ON THE EFFECTIVE DATE, FIRST FLORIDA INTEGRITY BANK ACCOUNT AGREEMENTS AND DISCLOSURES, INCLUDING THE TRUTH IN SAVINGS ACT DISCLOSURES, ELECTRONIC FUNDS TRANSFERS DISCLOSURE, ABILITY TO WITHDRAW FUNDS (FUNDS AVAILABILITY) AND SCHEDULE OF FEES WILL BE REPLACED WITH FIRST FOUNDATION BANK'S TERMS AND CONDITIONS AND DISCLOSURES.

ACCOMMODATION FEE WAIVERS PREVIOUSLY PROVIDED BY FIRST FLORIDA INTEGRITY BANK WILL NO LONGER APPLY AND FEES WILL BE CHARGED AS DESCRIBED IN THE FIRST FOUNDATION BANK FEE SCHEDULE.

IF YOU CONTINUE TO USE YOUR ACCOUNT(S) OR KEEP YOUR ACCOUNT(S) OPEN AFTER THE EFFECTIVE DATE, THE FIRST FOUNDATION BANK TERMS AND CONDITIONS WILL APPLY TO YOU AND YOUR ACCOUNT(S).

IF YOU HAVE QUESTIONS REGARDING THIS CIT NOTICE OR YOUR NEW PERSONAL ACCOUNT(S), PLEASE CONTACT YOUR LOCAL FIRST FOUNDATION BANK BRANCH.

Personal Account Summary of Changes

First Florida Integrity Bank Account Name		New First Foundation Bank Account Name
First Student Checking	➔	Personal Checking

What is Changing?

- The monthly fee for mailed paper statements will **increase** to \$3.
- There is **no** monthly maintenance fee and you do not need to maintain a minimum daily balance to avoid a monthly maintenance fee.

First Florida Integrity Bank Account Name		New First Foundation Bank Account Name
Prime Checking Plus	➔	Senior Interest Checking

What is Changing?

- There is **no** monthly maintenance fee and you do not need to maintain a minimum daily balance to avoid a monthly maintenance fee.
- Interest is calculated on the daily current balance, compounded daily, and credited monthly.
- The minimum daily balance to earn interest will **increase** to \$300.
- The interest rate is a variable and tiered rate. Contact your branch or banker for First Foundation Bank's current rates. Your interest tiers have changed and will be as follows:
 - \$0.00 to \$299.99
 - \$300.00 and over
- If you close your account before interest is credited, you will **not** receive the accrued interest.
- This account no longer qualifies for free Cashier's Checks or a Safe Deposit Box.

First Florida Integrity Bank Account Name		New First Foundation Bank Account Name
Gold T-Bill Checking		Personal Interest Checking

What is Changing?

- The monthly fee for mailed paper statements will **increase** to \$3.
- The minimum daily balance to avoid the monthly maintenance fee will **increase** to \$2,500.
- The monthly maintenance fee will **increase** to \$20.
- The minimum daily balance to earn interest will **increase** to \$2,500.
- Interest is calculated on the daily current balance, compounded daily, and credited monthly.
- This account no longer qualifies for free check orders.
- The interest rate is a variable and tiered rate. Contact your branch or banker for First Foundation Bank's current rates. Your interest tiers will be as follows:
 - \$0.00 to \$2,499.99
 - \$2,500.00 and over
- If you close your account before interest is credited, you will **not** receive the accrued interest.

First Florida Integrity Bank Account Name		New First Foundation Bank Account Name
Totally Free Checking		Personal Checking

What is Changing?

- The monthly fee for mailed paper statements will **increase** to \$3.
- There is **no** monthly maintenance fee and you do not need to maintain a minimum daily balance to avoid a monthly maintenance fee.

First Florida Integrity Bank Account Name		New First Foundation Bank Account Name
First Checking		Personal Checking

What is Changing?

- The monthly fee for mailed paper statements will **decrease** to \$3.
- There is **no** monthly maintenance fee and you do not need to maintain a minimum daily balance to avoid a monthly maintenance fee.

First Florida Integrity Bank Account Name		New First Foundation Bank Account Name
First Prime Checking		Personal Interest Checking

What is Changing?

- The monthly fee for mailed paper statements will **increase** to \$3.
- The minimum daily balance to avoid the monthly maintenance fee will **increase** to \$2,500.
- The monthly maintenance fee will **increase** to \$20.
- The minimum daily balance to earn interest will **increase** to \$2,500.
- Interest is calculated on the daily current balance, compounded daily, and credited monthly.
- This account no longer qualifies for free check orders.
- The interest rate is a variable and tiered rate. Contact your branch or banker for First Foundation Bank's current rates. Your interest tiers will be as follows:
 - \$0.00 to \$2,499.99
 - \$2,500.00 and over
- If you close your account before interest is credited, you will **not** receive the accrued interest.

First Florida Integrity Bank Account Name		New First Foundation Bank Account Name
Premier Relationship Checking		Personal Interest Checking

What is Changing?

- The monthly fee for mailed paper statements will **increase** to \$3.
- The minimum daily balance to avoid the monthly maintenance fee will **decrease** to \$2,500.
- The monthly maintenance fee will **increase** to \$20.
- The minimum daily balance to earn interest will **increase** to \$2,500.
- Interest is calculated on the daily current balance, compounded daily, and credited monthly.
- This account no longer qualifies for free check orders.
- The interest rate is a variable and tiered rate. Contact your branch or banker for First Foundation Bank's current rates. Your interest tiers will be as follows:
 - \$0.00 to \$2,499.99
 - \$2,500.00 and over
- If you close your account before interest is credited, you will **not** receive the accrued interest.
- This account no longer qualifies for free custom checks, Cashier's Checks, or a Safe Deposit Box.

First Florida Integrity Bank Account Name		New First Foundation Bank Account Name
Workplace Checking		Personal Checking

What is Changing?

- The monthly fee for mailed paper statements will **increase** to \$3.
- There is **no** monthly maintenance fee and you do not need to maintain a minimum daily balance to avoid a monthly maintenance fee.
- This account no longer qualifies for loan closing cost or rate discounts. Contact your branch or banker for more information.

First Florida Integrity Bank Account Name		New First Foundation Bank Account Name
Workplace Checking w/ Interest		Personal Interest Checking

What is Changing?

- The monthly fee for mailed paper statements will **increase** to \$3.
- The minimum daily balance to avoid the monthly maintenance fee will **increase** to \$2,500.
- The monthly maintenance fee will **increase** to \$20.
- The minimum daily balance to earn interest will **increase** to \$2,500.
- Interest is calculated on the daily current balance, compounded daily, and credited monthly.
- This account no longer qualifies for free check orders.
- The interest rate is a variable and tiered rate. Contact your branch or banker for First Foundation Bank's current rates. Your interest tiers will be as follows:
 - \$0.00 to \$2,499.99
 - \$2,500.00 and over
- If you close your account before interest is credited, you will **not** receive the accrued interest.
- This account no longer qualifies for loan closing cost or rate discounts. Contact your branch or banker for more information.

First Florida Integrity Bank Account Name		New First Foundation Bank Account Name
First Employee Checking		Personal Interest Checking

What is Changing?

- The monthly fee for mailed paper statements will **increase** to \$3.
- The minimum daily balance to avoid the monthly maintenance fee will **increase** to \$2,500.
- The monthly maintenance fee will **increase** to \$20.
- The minimum daily balance to earn interest will **increase** to \$2,500.
- Interest is calculated on the daily current balance, compounded daily, and credited monthly.
- This account no longer qualifies for free check orders.
- The interest rate is a variable and tiered rate. Contact your branch or banker for First Foundation Bank's current rates. Your interest tiers will be as follows:
 - \$0.00 to \$2,499.99
 - \$2,500.00 and over
- If you close your account before interest is credited, you will **not** receive the accrued interest.

First Florida Integrity Bank Account Name		New First Foundation Bank Account Name
Health Savings Checking		Health Savings Account

What is Changing?

- The monthly maintenance fee will **increase** to \$3.
- The interest rate is variable and the minimum daily balance to earn interest is \$0.01. Contact your branch or banker for First Foundation Bank's current rates.
- Interest is calculated on the daily current balance, compounded daily, and credited monthly.
- If you close your account before interest is credited, you will **not** receive the accrued interest.

First Florida Integrity Bank Account Name		New First Foundation Bank Account Name
Totally Free Cash Back Checking	➔	Foundation Cash Rewards Checking

What is Changing?

- The monthly fee for mailed paper statements will **increase** to \$3.
- The method to avoid a monthly maintenance fee will **change** to having an average monthly balance of \$1,500 or having 1 or more direct deposit credits posted to your account totaling at least \$250 each month.
- The monthly maintenance fee will **increase** to \$10.
- 1.00% Cash Back on Debit Card signature-based credit purchases, if 15 or more purchases are made within a month. 0.25% Cash Back on Debit Card signature-based credit purchases, if less than 15 purchases are made within a month. Maximum Cash Back earnings are limited to \$100 per month.
- If you close your account before cash back is credited you, will **not** receive the pending cash back.

First Florida Integrity Bank Account Name		New First Foundation Bank Account Name
Totally Free Cash Back 25 Checking	➔	Foundation Cash Rewards Checking

What is Changing?

- The monthly fee for mailed paper statements will **increase** to \$3.
- The method to avoid a monthly maintenance fee will **change** to having an average monthly balance of \$1,500 or having 1 or more direct deposit credits posted to your account totaling at least \$250 each month.
- The monthly maintenance fee will **increase** to \$10.
- 1.00% Cash Back on Debit Card signature-based credit purchases, if 15 or more purchases are made within a month. 0.25% Cash Back on Debit Card signature-based credit purchases, if less than 15 purchases are made within a month. Maximum Cash Back earnings are limited to \$100 per month.
- If you close your account before cash back is credited, you will **not** receive the pending cash back.

First Florida Integrity Bank Account Name		New First Foundation Bank Account Name
Platinum Checking 25		Foundation Cash Rewards Checking

What is Changing?

- The monthly fee for mailed paper statements will **increase** to \$3.
- The method to avoid a monthly maintenance fee will **change** to having an average monthly balance of \$1,500 or having 1 or more direct deposit credits posted to your account totaling at least \$250 each month.
- The monthly maintenance fee will **increase** to \$10.
- This account will **no longer** be an interest-bearing account.
- 1.00% Cash Back on Debit Card signature-based credit purchases, if 15 or more purchases are made within a month. 0.25% Cash Back on Debit Card signature-based credit purchases, if less than 15 purchases are made within a month. Maximum Cash Back earnings are limited to \$100 per month.
- If you close your account before cash back is credited, you will **not** receive the pending cash back.

First Florida Integrity Bank Account Name		New First Foundation Bank Account Name
First Prime MMKT		Personal Money Market

What is Changing?

- The monthly fee for mailed paper statements will **increase** to \$3.
- The monthly maintenance fee will **increase** to \$20.
- The minimum daily balance to earn interest will **increase** to \$2,500.
- Interest is calculated on the daily current balance, compounded daily, and credited monthly.
- The interest rate is a variable and tiered rate. Contact your branch or banker for First Foundation Bank's current rates. Your interest tiers will be as follows:
 - \$0.00 to \$2,499.99
 - \$2,500.00 to \$24,999.99
 - \$25,000.00 to \$49,999.99
 - \$50,000.00 to \$99,999.99
 - \$100,000.00 to \$249,999.99
 - \$250,000.00 and over
- If you close your account before interest is credited, you will **not** receive the accrued interest.

First Florida Integrity Bank Account Name		New First Foundation Bank Account Name
Premier MMKT		Personal Money Market

What is Changing?

- The monthly fee for mailed paper statements will **increase** to \$3.
- The minimum daily balance to avoid the monthly maintenance fee will **increase** to \$2,500.
- The monthly maintenance fee will **increase** to \$20.
- The minimum daily balance to earn interest will **increase** to \$2,500.
- Interest is calculated on the daily current balance, compounded daily, and credited monthly.
- The interest rate is a variable and tiered rate. Contact your branch or banker for First Foundation Bank's current rates. Your interest tiers will be as follows:
 - \$0.00 to \$2,499.99
 - \$2,500.00 to \$24,999.99
 - \$25,000.00 to \$49,999.99
 - \$50,000.00 to \$99,999.99
 - \$100,000.00 to \$249,999.99
 - \$250,000.00 and over
- If you close your account before interest is credited, you will **not** receive the accrued interest

First Florida Integrity Bank Account Name		New First Foundation Bank Account Name
First Savings		Personal Savings

What is Changing?

- The monthly fee for mailed paper statements will **increase** to \$3.
- The minimum daily balance to avoid the monthly maintenance fee will **increase** to \$250.
- The monthly maintenance fee will **increase** to \$3.
- The minimum daily balance to earn interest will **increase** to \$250.
- Interest is calculated on the daily current balance, compounded daily, and credited monthly.
- This account no longer qualifies for free check orders.
- The interest rate is a variable and tiered rate. Contact your branch or banker for First Foundation Bank's current rates. Your interest tiers will be as follows:
 - \$0.00 to \$249.99
 - \$250.00 and over
- If you close your account before interest is credited, you will **not** receive the accrued interest.

First Florida Integrity Bank Account Name		New First Foundation Bank Account Name
First Prime Savings		Personal Savings

What is Changing?

- The monthly fee for mailed paper statements will **increase** to \$3.
- The minimum daily balance to avoid the monthly maintenance fee will **decrease** to \$250.
- The monthly maintenance fee will **decrease** to \$3.
- The minimum daily balance to earn interest will **increase** to \$250.
- Interest is calculated on the daily current balance, compounded daily, and credited monthly.
- This account no longer qualifies for free check orders.
- The interest rate is a variable and tiered rate. Contact your branch or banker for First Foundation Bank's current rates. Your interest tiers will be as follows:
 - \$0.00 to \$249.99
 - \$250.00 and over
- If you close your account before interest is credited, you will **not** receive the accrued interest.

First Florida Integrity Bank Account Name		New First Foundation Bank Account Name
Workplace Savings		Personal Savings

What is Changing?

- The monthly fee for mailed paper statements will **increase** to \$3.
- The minimum daily balance to avoid the monthly maintenance fee will **increase** to \$250.
- The monthly maintenance fee will **increase** to \$3.
- The minimum daily balance to earn interest will **increase** to \$250.
- Interest is calculated on the daily current balance, compounded daily, and credited monthly.
- This account no longer qualifies for free check orders.
- The interest rate is a variable and tiered rate. Contact your branch or banker for First Foundation Bank's current rates. Your interest tiers will be as follows:
 - \$0.00 to \$249.99
 - \$250.00 and over
- If you close your account before interest is credited, you will **not** receive the accrued interest.

First Florida Integrity Bank Account Name		New First Foundation Bank Account Name
ICS DDA Shadow		ICS Sweep Money Market

What is Changing?

- There is **no** monthly maintenance fee and you do not need to maintain a minimum daily balance to avoid a monthly maintenance fee.
- The minimum daily balance to earn interest will **increase** to \$50,000.
- Interest is calculated on the daily current balance, compounded daily, and credited monthly.
- The interest rate is a variable and tiered rate. Contact your branch or banker for First Foundation Bank's current rates. Your interest tiers will be as follows:
 - \$0.00 to \$49,999.99
 - \$50,000.00 to \$99,999.99
 - \$100,000.00 to \$249,999.99
 - \$250,000.00 to \$499,999.99
 - \$500,000.00 and over
- If you close your account before interest is credited you, will **not** receive the accrued interest.

Business Accounts

THIS IMPORTANT NOTICE AND CHANGE IN TERMS IS BEING ISSUED BY FIRST FOUNDATION BANK IN CONNECTION WITH THE ACQUISITION OF FIRST FLORIDA INTEGRITY BANK AS DESCRIBED IN THE WELCOME PACKET YOU RECEIVED WITH THIS NOTICE.

THIS NOTICE IDENTIFIES THE NEW FIRST FOUNDATION BANK BUSINESS DEPOSIT ACCOUNT(S) THAT REPLACE YOUR FIRST FLORIDA INTEGRITY BANK BUSINESS ACCOUNT(S) BEGINNING ON THE EFFECTIVE DATE AND DESCRIBES CHANGES TO THE TERMS AND CONDITIONS AND FEES THAT WILL APPLY TO YOUR ACCOUNT(S).

ON THE EFFECTIVE DATE, THE FIRST FLORIDA INTEGRITY BANK ACCOUNT AGREEMENTS AND DISCLOSURES, INCLUDING THE TRUTH IN SAVINGS ACT DISCLOSURES, ELECTRONIC FUNDS TRANSFERS DISCLOSURE, ABILITY TO WITHDRAW FUNDS (FUNDS AVAILABILITY) AND SCHEDULE OF FEES WILL BE REPLACED WITH FIRST FOUNDATION BANK'S BUSINESS TERMS AND CONDITIONS OF YOUR BUSINESS DEPOSIT ACCOUNTS AND DISCLOSURES ("BUSINESS TERMS AND CONDITIONS").

ACCOMMODATION FEE WAIVERS PREVIOUSLY PROVIDED BY FIRST FLORIDA INTEGRITY BANK WILL NO LONGER APPLY AND FEES WILL BE CHARGED AS DESCRIBED IN THE BUSINESS TERMS AND CONDITIONS AND FEE SCHEDULE.

IF YOU CONTINUE TO USE YOUR ACCOUNT(S) OR KEEP YOUR ACCOUNT(S) OPEN AFTER THE EFFECTIVE DATE, THE FIRST FOUNDATION BANK BUSINESS TERMS AND CONDITIONS WILL APPLY TO YOU AND YOUR ACCOUNT(S).

IF YOU HAVE QUESTIONS REGARDING THIS CIT NOTICE OR YOUR NEW BUSINESS DEPOSIT ACCOUNT(S), PLEASE CONTACT YOUR LOCAL FIRST FOUNDATION BANK BRANCH.

Business Account Summary of Changes

First Florida Integrity Bank Account Name		New First Foundation Bank Account Name
Totally Free Business Checking		Small Business Checking

What is Changing?

- The monthly fee for mailed paper statements will **increase** to \$3.
- There is **no** monthly maintenance fee and you do not need to maintain a minimum daily balance to avoid a monthly maintenance fee.
- The account allows up to 150 combined debits and credits per month at no charge. Additional transactions will be charged at 55 cents per item over 150.

First Florida Integrity Bank Account Name		New First Foundation Bank Account Name
Business Advantage		Business Checking

What is Changing?

- The monthly fee for mailed paper statements will **increase** to \$3.
- The monthly maintenance fee will **increase** to \$20.
- The minimum daily balance to avoid the monthly maintenance fee will **increase** to \$2,500.
- The account allows up to 350 combined debits and credits per month at no charge. Additional transactions will be charged at 40 cents per item over 350.

First Florida Integrity Bank Account Name		New First Foundation Bank Account Name
Business Checking w/ Interest		Business Interest Checking

What is Changing?

- The monthly fee for mailed paper statements will **increase** to \$3.
- The monthly maintenance fee will **increase** to \$25.
- The minimum daily balance to avoid the monthly maintenance fee will **increase** to \$5,000.
- The account allows up to 350 combined debits and credits per month at no charge. Additional transactions will be charged at 40 cents per item over 350.
- The minimum daily balance to earn interest will **increase** to \$5,000.
- Interest is calculated on the daily current balance, compounded daily, and credited monthly.
- The interest rate is a variable and tiered rate. Contact your branch or banker for First Foundation Bank's current rates. Your interest tiers will be as follows:
 - \$0.00 to \$4,999.99
 - \$5,000.00 and over
- If you close your account before interest is credited, you will **not** receive the accrued interest.

First Florida Integrity Bank Account Name		New First Foundation Bank Account Name
Commercial Checking		Business Analysis Checking

What is Changing?

- The monthly fee for mailed paper statements will **increase** to \$3.
- The monthly maintenance fee will **decrease** to \$12.
- This account is an analyzed checking account and will receive a soft earnings credit based on the average balance and earnings credit rate to offset analyzed service fees each month.
- Transactions will be charged at \$0.65 per deposit, \$0.16 per debit, and \$0.11 per deposited item.
- Contact your branch or banker for First Foundation Bank's current rates.

First Florida Integrity Bank Account Name		New First Foundation Bank Account Name
Gold T-Bill Business Checking		Business Interest Checking

What is Changing?

- The monthly fee for mailed paper statements will **increase** to \$3.
- The monthly maintenance fee will **increase** to \$25.
- The minimum daily balance to avoid the monthly maintenance fee will **increase** to \$5,000.
- The account allows up to 350 combined debits and credits per month at no charge. Additional transactions will be charged at 40 cents per item over 350.
- The minimum daily balance to earn interest will **increase** to \$5,000.
- Interest is calculated on the daily current balance, compounded daily, and credited monthly.
- The interest rate is a variable and tiered rate. Contact your branch or banker for First Foundation Bank's current rates. Your interest tiers will be as follows:
 - \$0.00 to \$4,999.99
 - \$5,000.00 and over
- If you close your account before interest is credited, you will **not** receive the accrued interest.

First Florida Integrity Bank Account Name		New First Foundation Bank Account Name
Public Fund Commercial Checking		FL Public Funds Checking

What is Changing?

- The monthly maintenance fee will **increase** to \$20.
- The minimum daily balance to avoid the monthly maintenance fee will **increase** to \$2,500.
- The account allows up to 350 combined debits and credits per month at no charge. Additional transactions will be charged at 40 cents per item over 350.

First Florida Integrity Bank Account Name		New First Foundation Bank Account Name
Public Funds NOW		FL Public Funds Interest Checking

What is Changing?

- The monthly maintenance fee will **increase** to \$25.
- The minimum daily balance to avoid the monthly maintenance fee will **increase** to \$5,000.
- The account allows up to 350 combined debits and credits per month at no charge. Additional transactions will be charged at 40 cents per item over 350.
- The minimum daily balance to earn interest will **increase** to \$5,000.
- Interest is calculated on the daily current balance, compounded daily, and credited monthly.
- The interest rate is a variable and tiered rate. Contact your branch or banker for First Foundation Bank's current rates. Your interest tiers will be as follows:
 - \$0.00 to \$4,999.99
 - \$5,000.00 and over
- If you close your account before interest is credited, you will **not** receive the accrued interest.

First Florida Integrity Bank Account Name		New First Foundation Bank Account Name
Association Checking		Business Interest Checking

What is Changing?

- The monthly fee for mailed paper statements will **increase** to \$3.
- The monthly maintenance fee will **increase** to \$25.
- The minimum daily balance to avoid the monthly maintenance fee will **increase** to \$5,000.
- The account allows up to 350 combined debits and credits per month at no charge. Additional transactions will be charged at 40 cents per item over 350.
- The minimum daily balance to earn interest will **increase** to \$5,000.
- Interest is calculated on the daily current balance, compounded daily, and credited monthly.
- The interest rate is a variable and tiered rate. Contact your branch or banker for First Foundation Bank's current rates. Your interest tiers will be as follows:
 - \$0.00 to \$4,999.99
 - \$5,000.00 and over
- If you close your account before interest is credited, you will **not** receive the accrued interest.

First Florida Integrity Bank Account Name		New First Foundation Bank Account Name
Association w/ Lockbox Checking		Business Interest Checking

What is Changing?

- The monthly fee for mailed paper statements will **increase** to \$3.
- The monthly maintenance fee will **increase** to \$25.
- The minimum daily balance to avoid the monthly maintenance fee will **increase** to \$5,000.
- The account allows up to 350 combined debits and credits per month at no charge. Additional transactions will be charged at 40 cents per item over 350.
- The minimum daily balance to earn interest will **increase** to \$5,000.
- Interest is calculated on the daily current balance, compounded daily, and credited monthly.
- The interest rate is a variable and tiered rate. Contact your branch or banker for First Foundation Bank's current rates. Your interest tiers will be as follows:
 - \$0.00 to \$4,999.99
 - \$5,000.00 and over
- If you close your account before interest is credited, you will **not** receive the accrued interest.

First Florida Integrity Bank Account Name		New First Foundation Bank Account Name
Small Business Checking Limited		Small Business Checking

What is Changing?

- The monthly fee for mailed paper statements will **increase** to \$3.
- There is **no** monthly maintenance fee and you do not need to maintain a minimum daily balance to avoid a monthly maintenance fee.
- The account allows up to 150 combined debits and credits per month at no charge. Additional transactions will be charged at 55 cents per item over 150.

First Florida Integrity Bank Account Name		New First Foundation Bank Account Name
Totally Free Cash Back Business Checking	➔	Small Business Checking

What is Changing?

- The monthly fee for mailed paper statements will **increase** to \$3.
- There is **no** monthly maintenance fee and you do not need to maintain a minimum daily balance to avoid a monthly maintenance fee.
- The account allows up to 150 combined debits and credits per month at no charge. Additional transactions will be charged at 55 cents per item over 150.
- This account **no longer** receives cash back on debit card purchases.

First Florida Integrity Bank Account Name		New First Foundation Bank Account Name
Business Platinum Checking 25	➔	Business Interest Checking

What is Changing?

- The monthly fee for mailed paper statements will **increase** to \$3.
- The monthly maintenance fee will **increase** to \$25.
- The minimum daily balance to avoid the monthly maintenance fee will **increase** to \$5,000.
- The account allows up to 350 combined debits and credits per month at no charge. Additional transactions will be charged at 40 cents per item over 350.
- This account **no longer** receives cash back on debit card purchases.
- The minimum daily balance to earn interest will **increase** to \$5,000.
- Interest is calculated on the daily current balance, compounded daily, and credited monthly.
- The interest rate is a variable and tiered rate. Contact your branch or banker for First Foundation Bank's current rates. Your interest tiers will be as follows:
 - \$0.00 to \$4,999.99
 - \$5,000.00 and over
- If you close your account before interest is credited, you will **not** receive the accrued interest.

First Florida Integrity Bank Account Name		New First Foundation Bank Account Name
IOTA		FL IOTA

What is Changing?

- There is **no** monthly maintenance fee and you do not need to maintain a minimum daily balance to avoid a monthly maintenance fee.
- Interest is calculated on the daily current balance, compounded daily, and paid to the Florida State Bar monthly.
- The interest rate is variable and the minimum daily balance to earn interest is \$0.01. Contact your branch or banker for First Foundation Bank's current rates.
- If you close your account before interest is credited, you will **not** receive the accrued interest.

First Florida Integrity Bank Account Name		New First Foundation Bank Account Name
Escrow Manager		Business Analysis Checking

What is Changing?

- The monthly fee for mailed paper statements will **increase** to \$3.
- The monthly maintenance fee will **increase** to \$12.
- This account is **no longer** an interest-bearing account.
- This account is an analyzed checking account and will receive a soft earnings credit based on the average balance and earnings credit rate to offset analyzed service fees each month.
- Transactions will be charged at \$0.65 per deposit, \$0.16 per debit, and \$0.11 per deposited item.
- Contact your branch or banker for First Foundation Bank's current rates.

First Florida Integrity Bank Account Name		New First Foundation Bank Account Name
Business Prime MMKT		Business Money Market

What is Changing?

- The monthly fee for mailed paper statements will **increase** to \$3.
- The minimum daily balance to avoid the monthly maintenance fee will **increase** to \$2,500.
- The monthly maintenance fee will **increase** to \$25.
- The minimum daily balance to earn interest will **increase** to \$2,500.
- Interest is calculated on the daily current balance, compounded daily, and credited monthly.
- The interest rate is a variable and tiered rate. Contact your branch or banker for First Foundation Bank's current rates. Your interest tiers will be as follows:
 - \$0.00 to \$2,499.99
 - \$2,500.00 to \$24,999.99
 - \$25,000.00 to \$49,999.99
 - \$50,000.00 to \$99,999.99
 - \$100,000.00 to \$249,999.99
 - \$250,000.00 and over
- If you close your account before interest is credited, you will **not** receive the accrued interest.

First Florida Integrity Bank Account Name		New First Foundation Bank Account Name
Public Funds MMKT		FL Public Funds Money Market

What is Changing?

- The minimum daily balance to avoid the monthly maintenance fee will **increase** to \$2,500.
- The monthly maintenance fee will **increase** to \$25.
- The minimum daily balance to earn interest will **increase** to \$2,500.
- Interest is calculated on the daily current balance, compounded daily, and credited monthly.
- The interest rate is a variable and tiered rate. Contact your branch or banker for First Foundation Bank's current rates. Your interest tiers will be as follows:
 - \$0.00 to \$2,499.99
 - \$2,500.00 to \$24,999.99
 - \$25,000.00 to \$49,999.99
 - \$50,000.00 to \$99,999.99
 - \$100,000.00 to \$249,999.99
 - \$250,000.00 and over
- If you close your account before interest is credited, you will **not** receive the accrued interest.

First Florida Integrity Bank Account Name		New First Foundation Bank Account Name
Association MMKT		Business Money Market

What is Changing?

- The monthly fee for mailed paper statements will **increase** to \$3.
- The minimum daily balance to avoid the monthly maintenance fee will **increase** to \$2,500.
- The monthly maintenance fee will **increase** to \$25.
- The minimum daily balance to earn interest will **increase** to \$2,500.
- Interest is calculated on the daily current balance, compounded daily, and credited monthly.
- The interest rate is a variable and tiered rate. Contact your branch or banker for First Foundation Bank's current rates. Your interest tiers will be as follows:
 - \$0.00 to \$2,499.99
 - \$2,500.00 to \$24,999.99
 - \$25,000.00 to \$49,999.99
 - \$50,000.00 to \$99,999.99
 - \$100,000.00 to \$249,999.99
 - \$250,000.00 and over
- If you close your account before interest is credited, you will **not** receive the accrued interest.

First Florida Integrity Bank Account Name		New First Foundation Bank Account Name
Association w/ Lockbox MMKT		Business Money Market

What is Changing?

- The monthly fee for mailed paper statements will **increase** to \$3.
- The minimum daily balance to avoid the monthly maintenance fee will **increase** to \$2,500.
- The monthly maintenance fee will **increase** to \$25.
- The minimum daily balance to earn interest will **increase** to \$2,500.
- Interest is calculated on the daily current balance, compounded daily, and credited monthly.
- The interest rate is a variable and tiered rate. Contact your branch or banker for First Foundation Bank's current rates. Your interest tiers will be as follows:
 - \$0.00 to \$2,499.99
 - \$2,500.00 to \$24,999.99
 - \$25,000.00 to \$49,999.99
 - \$50,000.00 to \$99,999.99
 - \$100,000.00 to \$249,999.99
 - \$250,000.00 and over
- If you close your account before interest is credited, you will **not** receive the accrued interest.

First Florida Integrity Bank Account Name		New First Foundation Bank Account Name
Premier Business MMKT		Business Money Market

What is Changing?

- The monthly fee for mailed paper statements will **increase** to \$3.
- The minimum daily balance to avoid the monthly maintenance fee will **increase** to \$2,500.
- The monthly maintenance fee will **increase** to \$25.
- The minimum daily balance to earn interest will **increase** to \$2,500.
- Interest is calculated on the daily current balance, compounded daily, and credited monthly.
- The interest rate is a variable and tiered rate. Contact your branch or banker for First Foundation Bank's current rates. Your interest tiers will be as follows:
 - \$0.00 to \$2,499.99
 - \$2,500.00 to \$24,999.99
 - \$25,000.00 to \$49,999.99
 - \$50,000.00 to \$99,999.99
 - \$100,000.00 to \$249,999.99
 - \$250,000.00 and over
- If you close your account before interest is credited, you will **not** receive the accrued interest.

First Florida Integrity Bank Account Name		New First Foundation Bank Account Name
Business Savings		Business Savings

What is Changing?

- The monthly fee for mailed paper statements will **increase** to \$3.
- The minimum daily balance to avoid the monthly maintenance fee will **increase** to \$1,000.
- The monthly maintenance fee will **increase** to \$5.
- The minimum daily balance to earn interest will **increase** to \$1,000.
- Interest is calculated on the daily current balance, compounded daily, and credited monthly.
- The interest rate is a variable and tiered rate. Contact your branch or banker for First Foundation Bank's current rates. Your interest tiers will be as follows:
 - \$0.00 to \$999.99
 - \$1,000.00 and over
- If you close your account before interest is credited, you will **not** receive the accrued interest.

First Florida Integrity Bank Account Name

REPO

**New First Foundation Bank Account Name**

Repo Deposit Account

What is Changing?

- The minimum daily balance to avoid the monthly maintenance fee will **increase** to \$25,000.
- The monthly maintenance fee will **increase** to \$25.
- The minimum daily balance to earn interest will **increase** to \$25,000.
- Interest is calculated on the daily current balance, compounded daily, and credited monthly.
- The interest rate is a variable and tiered rate. Contact your branch or banker for First Foundation Bank's current rates. Your interest tiers will be as follows:
 - \$0.00 to \$24,999.99
 - \$25,000.00 and over
- If you close your account before interest is credited, you will **not** receive the accrued interest.

First Florida Integrity Bank Account Name

REPO \$100K

**New First Foundation Bank Account Name**

Repo Deposit Account

What is Changing?

- The minimum daily balance to avoid the monthly maintenance fee will **increase** to \$25,000.
- The monthly maintenance fee will **increase** to \$25.
- The minimum daily balance to earn interest will **increase** to \$25,000.
- Interest is calculated on the daily current balance, compounded daily, and credited monthly.
- The interest rate is a variable and tiered rate. Contact your branch or banker for First Foundation Bank's current rates. Your interest tiers will be as follows:
 - \$0.00 to \$24,999.99
 - \$25,000.00 and over
- If you close your account before interest is credited, you will **not** receive the accrued interest.

First Florida Integrity Bank Account Name		New First Foundation Bank Account Name
REPO \$250K		Repo Deposit Account

What is Changing?

- The minimum daily balance to avoid the monthly maintenance fee will **increase** to \$25,000.
- The monthly maintenance fee will **increase** to \$25.
- The minimum daily balance to earn interest will **increase** to \$25,000.
- Interest is calculated on the daily current balance, compounded daily, and credited monthly.
- The interest rate is a variable and tiered rate. Contact your branch or banker for First Foundation Bank's current rates. Your interest tiers will be as follows:
 - \$0.00 to \$24,999.99
 - \$25,000.00 and over
- If you close your account before interest is credited, you will **not** receive the accrued interest.

First Florida Integrity Bank Account Name		New First Foundation Bank Account Name
REPO \$250 MR #6		Repo Deposit Account

What is Changing?

- The minimum daily balance to avoid the monthly maintenance fee will **increase** to \$25,000.
- The monthly maintenance fee will **increase** to \$25.
- The minimum daily balance to earn interest will **increase** to \$25,000.
- Interest is calculated on the daily current balance, compounded daily, and credited monthly.
- The interest rate is a variable and tiered rate. Contact your branch or banker for First Foundation Bank's current rates. Your interest tiers will be as follows:
 - \$0.00 to \$24,999.99
 - \$25,000.00 and over
- If you close your account before interest is credited, you will **not** receive the accrued interest.

First Florida Integrity Bank Account Name		New First Foundation Bank Account Name
REPO \$500K		Repo Deposit Account

What is Changing?

- The minimum daily balance to avoid the monthly maintenance fee will **increase** to \$25,000.
- The monthly maintenance fee will **increase** to \$25.
- The minimum daily balance to earn interest will **increase** to \$25,000.
- Interest is calculated on the daily current balance, compounded daily, and credited monthly.
- The interest rate is a variable and tiered rate. Contact your branch or banker for First Foundation Bank's current rates. Your interest tiers will be as follows:
 - \$0.00 to \$24,999.99
 - \$25,000.00 and over
- If you close your account before interest is credited, you will **not** receive the accrued interest.

First Florida Integrity Bank Account Name		New First Foundation Bank Account Name
ICS DDA Shadow		ICS Sweep Money Market

What is Changing?

- There is **no** monthly maintenance fee and you do not need to maintain a minimum daily balance to avoid a monthly maintenance fee.
- The minimum daily balance to earn interest will **increase** to \$50,000.
- Interest is calculated on the daily current balance, compounded daily, and credited monthly.
- The interest rate is a variable and tiered rate. Contact your branch or banker for First Foundation Bank's current rates. Your interest tiers will be as follows:
 - \$0.00 to \$49,999.99
 - \$50,000.00 to \$99,999.99
 - \$100,000.00 to \$249,999.99
 - \$250,000.00 to \$499,999.99
 - \$500,000.00 and over
- If you close your account before interest is credited, you will **not** receive the accrued interest.



Your Loan Accounts

Online Bill Pay for Loan Payments

If you utilize online bill pay through your bank to pay your loan payment, please update the payee information and the mailing address to either address below:

First Foundation Bank
Attention: Loan Servicing
P.O. Box 10910
Naples, FL 34101-0910

First Foundation Bank
Attention: Loan Servicing
18101 Von Karman Avenue, 7th Floor
Irvine, CA 92612

Automatic Payments

If your loan payment is set up with an automatic payment, your automatic payments will continue as scheduled. If there are any issues with your set up, a Loan Service representative will contact you.

If you would like to enroll in our Automatic Mortgage Payment Program, please email Loan Servicing at loanservice@ff-inc.com for the information.

Pay by Phone (Callipay)

We will **no longer** accept telephone payments offered through Callipay after May 10, 2022.

Loan Payments

All loan payments can be mailed to either the Florida or Irvine office. Your loan billing statements should include a return envelope with the Irvine, CA office address.



Fee Schedules

Personal Fee Schedule

Effective 5/23/2022

Wire Transfers-Each Occurrence

International-Outgoing	\$45
International-Incoming	\$15
Domestic-Outgoing	\$35
Domestic-Incoming	\$10
Domestic Tracer	\$20
International Tracer	\$30

Collection Items-Each Occurrence Plus Costs

Domestic Incoming/Outgoing	\$35
International Incoming/Outgoing	\$50

Legal Processes-Each Occurrence

Garnishments/Attachments/Levies.	\$100
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Cashier's Checks

Clients	\$8
Non-Clients	\$20
Foreign Drafts	\$50

Stop Payments (per request)

Check	\$35
(If placed in online banking)	\$10
Cashier's Check	\$35 + costs
Electronic Funds Transfer (ACH)	\$35

Insufficient Funds (NSF)¹

Paid NSF Item	\$35
Return NSF Item	\$35
Maximum Daily Charge (per account).	\$175

Online Banking and Bill Pay (each)

Overnight Bill Payment	\$14.95
Same Day Bill Payment	\$9.95

Returned Items

Re-Deposit Fee	\$10
Charge Back	\$10

Telephone Transfers (Verbal or Email)

Account to Account	\$5
Account to Loan	\$5
Account to Third Party	\$10

ATM/Debit Cards

Card Replacement	\$5
Card Replacement (rush)	\$75

Safe Deposit Boxes (Where Applicable)²

Annual Rental Fees

2x5 or 3x5	\$25
5x5	\$40
3x10	\$50
5x10 or 6x10	\$75
9x10 or 10x10	\$125
10x20	\$150
21x16	\$175
30x20	\$200

Other Fees

Drilling (Force Entry)	Locksmith fee
Key Deposit	\$25
Key Replacement	\$25

Other Services

Check Printing Charges	Varies
Closed Account Within 90 Days (each) ..	\$20
Dormant Account Notice	\$2
Escheatment Notice	\$2
References/Credit Verifications	\$15
Account Research	\$50 per hour
Foreign Currency Order	\$10 per order
Document Copy	\$5
Notary	Varies by state
Non-Client Check Cashing	\$5
Mailed Paper Statement	\$3

Fees are subject to change.

¹ Insufficient funds can be created by check, in-person withdrawal, ATM withdrawal, or other electronic means.² Safe Deposit Box size and availability vary by branch location

Business Service Fees

Effective 5/23/2022

Collection Items- Each Occurrence Plus Costs

Domestic Incoming/Outgoing	\$35
International Incoming/Outgoing	\$50

Nightly Depository Services (Where Applicable)

Annual Charge	\$30
Bag Purchase (reusable)	\$30
Bag Purchase (one time use)	No Charge
Key Replacement	\$10
Night Deposit Received	No Charge
Key Deposit	No Charge

Business Cash

Cash Processing Deposit.	\$1.50
(per \$1,000 per month)	
Cash Processing Withdrawal	\$1.50
(per \$1,000 per month)	
Coin Bag	\$5

Legal Processes-Each Occurrence

Garnishments/Attachments/Levies.	\$100
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Telephone Transfers (Verbal or Email)

Account to Account	\$5
Account to Loan	\$5
Account to Third Party	\$10

ATM/Debit Cards

Card Replacement	\$5
Card Replacement (Rush)	\$75

Cashier's Checks

Clients	\$8
Non-Clients	\$20
Foreign Drafts	\$50

Bill Pay (Each)

Bill Pay Monthly Access	\$10
Overnight Bill Payment	\$14.95
Same-Day Bill Payment	\$9.95

Insufficient Funds (NSF)¹

Paid NSF Item	\$35
Returned NSF Item	\$35
Continuous Overdraft	Varies ²

Stop Payments

Check	\$35
Cashier's Check	\$35 + costs
Electronic Funds Transfer	\$35

Returned Items

Re-Deposit Fee	\$10
Charge Back	\$10

Wire Transfers-Each Occurrence

International-Outgoing	\$45
International-Incoming	\$15
Domestic-Outgoing	\$35
Domestic-Incoming	\$10
Domestic-Tracer	\$20
International-Tracer	\$30

Safe Deposit Boxes (Where Applicable)³

Annual Rental Fees

2x5 or 3x5	\$25
5x5	\$40
3x10	\$50
5x10 or 6x10	\$75
9x10 or 10x10	\$125
10x20	\$150
21x16	\$175
30x20	\$200

Other Fees

Drilling (Force Entry)	Locksmith fee
Key Deposit	\$25
Key Replacement	\$25

Other Services

Check Printing Charges	Varies
Closed Account Within 90 Days (each) ..	\$20
Dormant Account Notice	\$2
Escheatment Notice	\$2
References/Credit Verifications	\$15
Account Research	\$50 per hour
Foreign Currency Order	\$10 per order
Document Copy	\$5
Notary	Varies by state
Non-Client Check Cashing	\$5
Mailed Paper Statement	\$3

Fees are subject to change.

¹ Insufficient funds can be created by check, in-person withdrawal, ATM withdrawal, or other electronic means.² If you overdraw your deposit account and do not deposit enough funds to fully cover any overdraft amount by the third consecutive business day that your deposit account has been overdrawn, we will charge you a Continuous Overdraft Fee of \$6 per day or 18.25% APR of the overdrawn balance, whichever of the two is greater. For this purpose, the first day is the day the overdraft occurred. Starting on the third business day, we will charge this fee for each business day that the account remains overdrawn.³ Safe Deposit Box size and availability vary by branch location

Treasury Management Fees

Effective 5/23/2022

Automated Clearing House Services (ACH)

Monthly Maintenance	\$25
Debits Originated	\$0.16
Credits Originated	\$0.16
Same Day Monthly Maintenance	\$25
Same Day Debits Originated	\$1.25
Same Day Credits Originated	\$1.25
Addendas Originated	\$0.12
Originated Returned Item	\$5.50
Notification of Change	\$2
Reversal of File	\$15
Reversal of Item	\$5

Fraud Prevention Services

ACH Fraud Prevention

ACH Block (Per Account)	
Monthly Maintenance	\$10
Positive Pay (Per Account)	
Monthly Maintenance	\$35

Check Fraud Prevention

Check Block (Per Account)	
Monthly Maintenance	\$10
Payee Positive Pay (Per Account)	
Monthly Maintenance	\$35
Issues	\$0.01
Returns	\$5.50

Online Banking Services

Single User Monthly Maintenance	\$0
Multi-User (3+ users)	
Monthly Maintenance	\$10
Advanced Reporting Services	\$30
(Includes BAI2 and Full ACH Reporting)	
Online Stop Payment	\$10

Sweep Services

Online Sweep Services (Per Month)	\$50
Loan Sweep Monthly Maintenance (Per Account)	\$175

Zero Balance Account Services

Lead Account (Per Account)	
Monthly Maintenance	\$20
Sub Account (Per Account)	
Monthly Maintenance	\$10

Remote Deposit Capture

Remote Deposit Capture Lite Services

(Designed for clients depositing 10 or fewer checks per day per location)

Monthly Maintenance	\$40
(includes Single Feed Scanner)	
Additional Locations	\$20
Cancellation Fee (if cancelled within two years)	\$450

Remote Deposit Capture Services

Monthly Maintenance	\$60
(includes Multiple Feed Scanner)	
Additional Locations	\$35
Cancellation Fee (if cancelled within two years)	\$600

Wire Transfer Services

Monthly Maintenance	\$25
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International Wires

Outgoing USD	\$20
Incoming	\$10

Domestic Wires

Outgoing	\$12
Incoming	\$8

Tracers

International Wires	\$30
Domestic Wires	\$20

File Transfer Services

File Transmission Setup	\$200
Monthly Maintenance	\$50

Lockbox Services

Contract Service	Varies
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Cash Vault Service

Contract Service	Varies
Per Pickup	\$25

Fees are subject to change.





Terms and Conditions of Your Consumer Deposit Account

TABLE OF CONTENTS

PRIVACY	next page
TERMS AND CONDITIONS OF YOUR ACCOUNT	4
Dispute Resolution	4
Important Information About Procedures for Opening a New Account	4
Agreement	4
Liability	5
Deposits	5
Withdrawals	5
Understanding and Avoiding Overdraft and Nonsufficient Funds (NSF) Fees	6
Payment Order of Items	6
Ownership of Account and Beneficiary Designation	6
Stop Payments	8
Telephone Transfers	9
Amendments and Termination	9
Notices	9
Statements	9
Account Transfer	10
Direct Deposits	10
Temporary Account Agreement	10
Setoff	10
Authorized Signer	11
Agency (Power of Attorney) Designation	11
Restrictive Legends or Indorsements	11
Facsimile Signatures	11
Check Processing	11
Check Cashing	11
Fictitious Business Name Accounts	11
Indorsements	12
Death or Incompetence	12
Fiduciary Accounts	12
Credit Verification	12
Legal Actions Affecting Your Account	12
Account Security	12
Telephonic Instructions	13
Monitoring and Recording Telephone Calls and Consent to Receive Communications	13
Claim of Loss	13
Early Withdrawal Penalties	13
Address or Name Changes	13
Resolving Account Disputes	13
Waiver of Notices	13
ACH and Wire Transfers	14
Pledges	14
Power of Attorney	14
Stale-Dated Checks	14
FDIC Insurance	14
Unclaimed Property	14
UTMA Accounts	14
Cash Transaction Reporting	14
Backup Withholding/TIN Certification	14
Lost, Destroyed, or Stolen Certified, Cashier's, or Teller's Checks	15
Changing Account Products	15
Transactions by Mail	15
Check Storage and Copies	15
Truncation, Substitute Checks, and Other Check Images	15
Unlawful Internet Gambling Notice	15
International ACH Transactions	15
Account Reclassification	15
Funds Transfers	15
ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES	17
YOUR ABILITY TO WITHDRAW FUNDS	22
SUBSTITUTE CHECKS AND YOUR RIGHTS	23



FACTS

WHAT DOES FIRST FOUNDATION, INC. DO WITH YOUR PERSONAL INFORMATION?

Why?

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

What?

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

- Social Security number
- Income
- Account balances
- Payment history
- Transaction history
- Investment experience

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

How?

All financial companies need to share clients' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their clients' personal information; the reason First Foundation Inc. chooses to share; and whether you can limit this sharing.

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

To limit our sharing

- Call (888) 489-0188 - our menu will prompt you through your choice(s) or
- Visit us online: <http://ff-inc.com/manage-privacy-preference>

Please note:

If you are a *new* client, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our client, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

Questions?

Call (888) 830-4199

Who we are

Who is providing this notice?	The First Foundation, Inc. family of companies, including First Foundation Bank and First Foundation Advisors.
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What we do

How does First Foundation, Inc. protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does First Foundation, Inc. collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> • Open an account • Apply for a loan • Enter into an investment advisory contract • Provide account information • Give us your contact information
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes - information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account - unless you tell us otherwise.

Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • <i>Our affiliates include:</i> <ul style="list-style-type: none"> • <i>Companies with a First Foundation Inc. name</i> • <i>Financial companies such as: First Foundation Advisors and First Foundation Bank.</i>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • <i>First Foundation Inc. does not share with nonaffiliates so they can market to you.</i>
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> • <i>First Foundation Inc. doesn't jointly market.</i>

Other important information

California Residents—In accordance with California law, we will not share information we collect about you with companies outside of First Foundation Inc., unless the law allows. For example, we may share information to service your accounts. We will share information we collect about you with our affiliates unless you tell us otherwise.

Nevada Residents—Nevada Statute Section 228.600(3) allows marketing calls to our existing customers listed on the National Do Not Call Registry. If you prefer not to receive marketing calls from us, you may be placed on our Internal Do Not Call list by writing to First Foundation Privacy Officer, 18101 Von Karman Ave., Suite 750, Irvine, CA 92612. For more information contact us at the address above, or email: yourteam@ff-inc.com, with "Nevada Annual Notice" in the subject line. You may also contact the Nevada Attorney General's office: Bureau of Consumer Protection Office of the Nevada Attorney General, 555 E. Washington Street, Suite 3900, Las Vegas, NV 89101 Phone: (702) 486-3132 Email: BCPINFO@ag.state.nv.us

Statutory Form of Opt-Out Notice
California Financial Information Privacy Act (SB 1)
(FINANCIAL CODE 4050-4060)

Important Privacy Choice for Consumers

You have the right to control whether we share some of your personal information.

Please read the following information carefully before you make your choice below.

Your Rights

You have the following rights to restrict the sharing of personal and financial information with our affiliates (companies we own or control) and outside companies that we do business with. Nothing in this form prohibits the sharing of information necessary for us to follow the law, as permitted by law, or to give you the best service on your accounts with us. This includes sending you information about some other products or services.

Your Choice

Restrict Information Sharing With Companies We Own or Control (Affiliates): Unless you say "No," we may share personal and financial information about you with our affiliated companies.

(____) **NO**, please do not share personal and financial information with your affiliated companies.

Time Sensitive Reply

You may make your **privacy** choice at any time. Your choice marked here will remain unless you state otherwise. However, if we do not hear from you we may share some of your information with our affiliated companies.

Name: _____

Account or Policy Number(s): _____ *[to be filled in by consumer]*

Signature: _____

To exercise your choice do one (1) of the following:

- (1) Call this toll-free number: (888) 489-0188
- (2) Reply electronically by contacting us through the following internet option:
<http://ff-inc.com/manage-privacy-preference>
- (3) Fill out, sign, and mail this form back to us at: 18101 Von Karman Avenue, Suite 750, Irvine, CA 92612.
You may want to make a copy for your records.

TERMS AND CONDITIONS OF YOUR ACCOUNT

DISPUTE RESOLUTION

Except as set forth below, you and we agree that any claim, controversy, or dispute between us (including any claim, controversy, or dispute between you and a third-party agent of First Foundation Bank) arising out of or relating to the use of any deposit account held at First Foundation Bank, the Website, the use of any of the services offered by First Foundation Bank to persons who have or establish deposit accounts at First Foundation Bank, or any acts or omissions for which you may contend First Foundation Bank is liable (a "Dispute"), will be settled exclusively by binding arbitration in accordance with the consumer arbitration rules of the American Arbitration Association in effect at the time that the claim, controversy, or dispute is asserted. In that regard, payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. The AAA's rules are available at www.adr.org.

The arbitration hearing shall be conducted in the county in which you reside or at another mutually agreed location. Judgment on the arbitration award may be entered into any court of competent jurisdiction. The arbitrator shall be authorized to award all remedies available in an individual action under applicable substantive law, including, without limitation, declaratory, injunctive and other equitable relief. The agreement to arbitrate will not be construed as an agreement to the joinder or consolidation of an arbitration under this agreement with an arbitration of disputes or claims of any non-party, regardless of the nature of the issues of disputes involved. The Federal Arbitration Act governs the interpretation and enforcement of this Agreement to Arbitrate. The arbitrator, and not any federal, state or local court or agency, shall have the exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability or enforceability of these Terms, including the applicability of this Dispute Resolution provision.

BY AGREEING TO THESE TERMS, YOU GIVE UP YOUR RIGHT TO SETTLE ANY DISPUTES WITH FIRST FOUNDATION BANK IN A COURT OF LAW OR BEFORE A JURY. YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN OR BRING CLASS ACTIONS OR REPRESENTATIVE ACTIONS. BY USING FIRST FOUNDATION BANK'S SERVICE, YOU CONSENT TO THESE RESTRICTIONS.

In the event the arbitration provisions herein become inapplicable or unenforceable, or in any instance of any lawsuit between you and First Foundation Bank, you agree that jurisdiction over and venue of any suit will be exclusively in the state and federal courts sitting in Orange County, California. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the services must be filed within one year after such claim or cause of action arose or be forever barred.

The sole exception to the foregoing requirement to arbitrate is that either party may assert claims against the other in small claims court, if the claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis.

Finally, YOU CAN CHOOSE TO REJECT THIS AGREEMENT TO ARBITRATE ("OPT-OUT") BY MAILING US A WRITTEN OPT-OUT NOTICE ("OPT-OUT NOTICE"). THE OPT-OUT NOTICE MUST BE POSTMARKED NO LATER THAN 30 DAYS AFTER THE DATE YOU ACCEPT THE TERMS FOR THE FIRST TIME. YOU MUST MAIL THE OPT-OUT NOTICE TO First Foundation Bank, ATTN: LEGAL DEPARTMENT, RE: OPT-OUT NOTICE, 18101 Von Karman Avenue, Suite 750, Irvine, California 92612. The Opt-Out Notice must include your name, address (including street address, city, state and zip code), and the email address(es) to which the opt-out applies. You must sign the Opt-Out Notice for it to be effective. This procedure is the only way you can opt out of the agreement to arbitrate. If you opt out of the agreement to arbitrate, all other parts of these Terms and its Dispute Resolution section (including the waiver of your right to participate in a class action or representative action) will continue to apply to you.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT - To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

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

AGREEMENT - This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you sign the signature card or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

This agreement is subject to applicable federal laws, the laws of the state of the branch in which your account is located and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this document is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

Throughout this document, when a provision is identified as being applicable to a certain state (for example, "in California"), it means that the provision is only applicable if your account is held at a branch located in that particular state. Any provision which is not described as applying to a particular state, applies to your account.

In Nevada, Florida and Texas, "Party" means a person who, by the terms of an account, has a present right, subject to request, to payment from the account other than as a beneficiary or agent.

LIABILITY - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

DEPOSITS - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error, counterfeit cashier's check or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. If you deliver a deposit to us and you will not be present when the deposit is counted, you must provide us an itemized list of the deposit (deposit slip). To process the deposit, we will verify and record the deposit, and credit the deposit to the account. If there are any discrepancies between the amounts shown on the itemized list of the deposit and the amount we determine to be the actual deposit, we will notify you of the discrepancy. You will be entitled to credit only for the actual deposit as determined by us, regardless of what is stated on the itemized deposit slip. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check or draft for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

WITHDRAWALS

Generally - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us.

Postdated checks - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

Checks and withdrawal rules - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted by our policy, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply any frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify your account as another type of account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

Cash withdrawals - We recommend you take care when making large cash withdrawals because carrying large amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want to consider a cashier's check or similar instrument. You assume full responsibility of any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to hold us harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash.

Multiple signatures, electronic check conversion, and similar transactions - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the signatures or otherwise examine the original check or item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

Notice of withdrawal - We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account, other than a time deposit or demand deposit, or from any other savings deposit as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal.

UNDERSTANDING AND AVOIDING OVERDRAFT AND NONSUFFICIENT FUNDS (NSF) FEES -

Generally - The information in this section is being provided to help you understand what happens if your account is overdrawn. Understanding the concepts of overdrafts and nonsufficient funds (NSF) is important and can help you avoid being assessed fees or charges. This section also provides contractual terms relating to overdrafts and NSF transactions.

An overdrawn account will typically result in you being charged an overdraft fee or an NSF fee. Generally, an overdraft occurs when there is not enough money in your account to pay for a transaction, but we pay (or cover) the transaction anyway. An NSF transaction is slightly different. In an NSF transaction, we do not cover the transaction. Instead, the transaction is rejected and the item or requested payment is returned. In either situation, we can charge you a fee.

Overdrafts - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying, or not paying, discretionary overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

Funds availability - Knowing when funds you deposit will be made available for withdrawal is another important concept that can help you avoid being assessed fees or charges. Please see our funds availability disclosure for information on when different types of deposits will be made available for withdrawal. For those accounts to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the times we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

A temporary debit authorization hold affects your account balance - On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money when the merchant does not know the exact amount of the purchase at the time the card is authorized. The amount of the temporary hold may be more than the actual amount of your purchase. Some common transactions where this occurs involve purchases of gasoline, hotel rooms, or meals at restaurants. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it could be three calendar days, or even longer in some cases, before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If another transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

PAYMENT ORDER OF ITEMS - The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you the following information regarding how we process those items. Payments may not be posted to your account in the order in which they occurred. However, we generally post deposits and credits first, followed by various categories of withdrawals, payments, transfers and other debits, with fees and interest (if any) posted last.

Please be aware that pending transaction holds on your account for pending electronic transactions, such as hotel or rental car deposits, reduce your available balance and may cause your account to become overdrawn.

If a check, item or transaction is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item for insufficient funds (NSF). We will not charge you a fee for paying an overdraft of an ATM or everyday debit card transaction if this is a consumer account and you have not opted in to that service. The amounts of the overdraft and NSF fees are disclosed elsewhere, as are your rights to opt in to overdraft services for ATM and everyday debit card transactions, if applicable. We encourage you to make careful records and practice good account management. This will help you to avoid creating items without sufficient funds and potentially incurring the resulting fees.

We may determine in our discretion the categories, the transactions within a category, the order among categories, and the posting orders within a category. We sometimes add or delete categories, change posting orders within categories and move transaction types among categories. You agree that we may in our discretion make these changes at any time without notice to you.

In California, OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds. As used in this agreement "party" means a person who, by the terms of the account, has a present right, subject to request, to payment from a multiple-party account other than as an agent.

Individual Account - is an account in the name of one person.

Joint Account - This account or certificate is owned by the named parties. Upon the death of any of them, ownership passes to the survivor(s).

Joint Account of Spouses with Right of Survivorship - This account or certificate is owned by the named parties, who are spouses, and is presumed to be their community property. Upon the death of either of them, ownership passes to the survivor.

Community Property Account of Spouses - This account or certificate is the community property of the named parties who are spouses. The ownership during lifetime and after the death of a spouse is determined by the law applicable to community property generally and may be affected by a will.

Tenancy in Common Account - This account or certificate is owned by the named parties as tenants in common. Upon the death of any party, the ownership interest of that party passes to the named pay-on-death payee(s) of that party or, if none, to the estate of that party.

P.O.D. Account with Single Party - This account or certificate is owned by the named party. Upon the death of that party, ownership passes to the named pay-on-death payee(s).

P.O.D. Account with Multiple Parties - This account or certificate is owned by the named parties. Upon the death of any of them, ownership passes to the survivor(s). Upon the death of all of them, ownership passes to the named pay-on-death payee(s).

Totten Trust Account - (subject to this form) - If two or more of you create this account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating this account type reserves the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

Trust Account Subject to Separate Agreement - We will abide by the terms of any separate agreement which clearly pertains to this account and which you file with us. Any additional consistent terms stated on this form will also apply.

In Nevada, OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Single-Party Account - Such an account is owned by one party.

Multiple-Party Account - Parties own account in proportion to net contributions unless there is clear and convincing evidence of a different intent.

RIGHTS AT DEATH - Single-Party Account - At the death of a party, ownership passes as part of the party's estate.

Multiple-Party Account With Right of Survivorship - At death of party, ownership passes to surviving parties. If two or more parties survive and one is the surviving spouse of the deceased party, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving spouse. If two or more parties survive and none is the spouse of the decedent, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving parties in equal shares, and augments the proportion to which each surviving party, immediately before the deceased party's death, was beneficially entitled under law, and the right of survivorship continues between the surviving parties.

Multiple-Party Account Without Right of Survivorship - At death of party, deceased party's ownership passes as part of deceased party's estate.

Single-Party Account With Pay-on-Death Designation - At death of the party, ownership passes to the designated pay-on-death beneficiaries and is not part of the party's estate.

Multiple-Party Account With Right of Survivorship and Pay-on-Death Designation - At death of last surviving party, ownership passes to the designated pay-on-death beneficiaries and is not part of the last surviving party's estate.

In Hawaii, OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Individual Account - is an account in the name of one person.

Joint Account - With Survivorship (And Not As Tenants In Common) - is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

Joint Account - No Survivorship (As Tenants In Common) - This is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the number of signatures necessary for withdrawal.

Revocable Trust or Pay-On-Death Account - If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types may: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

In Florida, Single-Party Account - Such an account is owned by one party.

Multiple-Party Account - Such an account is payable on request to one or more of two or more parties, whether or not a right of survivorship is mentioned.

Multiple-Party Account - Tenancy by the Entireties - The account is owned by two parties who are married to each other and hold the account as tenants by the entirety.

Revocable Trust or Pay-On-Death Account (not subject to the Nonprobate Transfers Law of Missouri) - If two or more of you create such an account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types reserves the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

RIGHTS AT DEATH - Single-Party Account - At the death of a party, ownership passes as part of the party's estate.

Multiple-Party Account With Right of Survivorship - At death of party, ownership passes to the surviving party or parties.

Multiple-Party Account Without Right of Survivorship - At death of party, deceased party's ownership passes as part of deceased party's estate.

Single-Party Account With Pay-on-Death Designation - At death of the party, ownership passes to the designated pay-on-death beneficiaries and is not part of the party's estate.

Multiple-Party Account With Right of Survivorship and Pay-on-Death Designation - At death of last surviving party, ownership passes to the designated pay-on-death beneficiaries and is not part of the last surviving party's estate.

In Texas, SINGLE-PARTY ACCOUNT WITHOUT "P.O.D." (PAYABLE ON DEATH) DESIGNATION - The party to the account owns the account. On the death of the party, ownership of the account passes as a part of the party's estate under the party's will or by intestacy.

SINGLE-PARTY ACCOUNT WITH "P.O.D." (PAYABLE ON DEATH) DESIGNATION - The party to the account owns the account. On the death of the party, ownership of the account passes to the P.O.D. beneficiaries of the account. The account is not a part of the party's estate.

MULTIPLE-PARTY ACCOUNT WITHOUT RIGHT OF SURVIVORSHIP - The parties to the account own the account in proportion to the parties' net contributions to the account. The financial institution may pay any sum in the account to a party at any time. On the death of a party, the party's ownership of the account passes as a part of the party's estate under the party's will or by intestacy.

MULTIPLE-PARTY ACCOUNT WITH RIGHT OF SURVIVORSHIP - The parties to the account own the account in proportion to the parties' net contributions to the account. The financial institution may pay any sum in the account to a party at any time. On the death of a party, the party's ownership of the account passes to the surviving parties.

MULTIPLE-PARTY ACCOUNT WITH RIGHT OF SURVIVORSHIP AND "P.O.D." (PAYABLE ON DEATH) DESIGNATION - The parties to the account own the account in proportion to the parties' net contributions to the account. The financial institution may pay any sum in the account to a party at any time. On the death of the last surviving party, the ownership of the account passes to the P.O.D. beneficiaries.

CONVENIENCE ACCOUNT - The parties to the account own the account. One or more convenience signers to the account may make account transactions for a party. A convenience signer does not own the account. On the death of the last surviving party, ownership of the account passes as a part of the last surviving party's estate under the last surviving party's will or by intestacy. The financial institution may pay funds in the account to a convenience signer before the financial institution receives notice of the death of the last surviving party. The payment to a convenience signer does not affect the parties' ownership of the account.

TRUST ACCOUNT - The parties named as trustees to the account own the account in proportion to the parties' net contributions to the account. A trustee may withdraw funds from the account. A beneficiary may not withdraw funds from the account before all trustees are deceased. On the death of the last surviving trustee, the ownership of the account passes to the beneficiary. The trust account is not a part of a trustee's estate and does not pass under the trustee's will or by intestacy, unless the trustee survives all of the beneficiaries and all other trustees.

In California and Hawaii, STOP PAYMENTS - The rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. When you place your stop-payment order we will tell you what information we need to stop payment. This information must be exact since stop-payment orders are handled by computers. If your information is not exact your order will not be effective and we will not be responsible for failure to stop payment.

You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop-payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

In Nevada, STOP PAYMENTS - The rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because stop-payment orders are handled by computers, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not. Your stop-payment order is effective for six months if it is given to us in writing or by another type of record (Generally, a "record" is information that is stored in such a way that it can be retrieved and can be heard or read and understood - you can ask us what type of stop-payment records you can give us). Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if it is not confirmed in writing or by another type of record within that time period. We are not obligated to notify you when a stop-payment order expires.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

In Florida, STOP PAYMENTS - The rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law, it must be made in a signed and dated writing, and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because stop-payment orders are handled by computers, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee.

You may stop payment on any item drawn on your account whether you sign the item or not. Your stop-payment order is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period.

We are not obligated to notify you when a stop-payment order expires.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

In Texas, STOP PAYMENTS - The rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. We must receive your stop-payment order in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because stop-payment orders are handled by computers, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee.

You may stop payment on any item drawn on your account whether you sign the item or not. In general, your stop-payment order - whether we receive it orally, in writing, or by another type of record - will be effective for six months. We will send you confirmation - either in writing or by another type of record - of your stop-payment order which will include the date on which your stop-payment order will lapse. (Generally, a "record" is information that is stored in such a way that it can be retrieved and can be heard or read and understood). We may rely on the information in that confirmation unless you notify us immediately of any errors. We are not obligated to notify you when a stop-payment order expires. However, you can prevent your stop-payment order from expiring by renewing your stop-payment order before the end of the six-month period.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

TELEPHONE TRANSFERS - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Limitations on the number of telephonic transfers from a savings account, if any, are described elsewhere.

AMENDMENTS AND TERMINATION - We may change any term of this agreement. Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

NOTICES - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file. Notice to any of you is notice to all of you.

STATEMENTS - Statements are a valuable tool to help prevent fraudulent or mistaken transfers. Your statement will show the transactions that occurred in connection with your account during the statement period.

Your duty to report unauthorized signatures, alterations and forgeries - Your statement will provide sufficient information for you to reasonably identify the items paid (item number, amount, and date of payment). You should keep a record of each transaction as it is made so that when we give you the information in the statement, you will have a complete understanding of each transaction listed.

You have some responsibilities in connection with your statement. You must examine your statement with "reasonable promptness." Also, if you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we contributed (or in Hawaii, Nevada, Florida and Texas, substantially contributed) to the loss). The loss you might bear, in whole or part, could be not only with respect to items listed on the statement, but also other items with unauthorized signatures or alterations by the same wrongdoer. Of course, an attempt can be made to recover the loss from the thief, but this is often unsuccessful.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but you will not, in any circumstance, have a total of more than 30 days from when we first send or make the statement available to you.

You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we exercised ordinary care. The limitation in this paragraph is in addition to those contained in the second paragraph of this section.

Contact us if you do not receive your regular statement. If this is a business account, you agree that you will have at least two people review your statements, notices, and returned checks, or in the alternative, the person who reviews these will be someone who does not have authority to transact business on the account.

Your duty to report other errors or problems - In addition to the Commercial Code and other state law, you agree there is a common law duty to promptly review your statement for errors in addition to unauthorized signatures, alterations or forgeries. Promptly reviewing your statement is valuable to both you and us because it can help identify, correct and prevent future mistakes.

In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error or problem - such as an encoding error or an unexpected deposit amount. Also, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the 60 day time period to report other errors.

Errors relating to electronic fund transfers or substitute checks - For information on errors relating to electronic fund transfers (e.g., on-line, mobile, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

Duty to notify if statement not received - You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft.

ACCOUNT TRANSFER - This account may not be transferred or assigned without our prior written consent.

DIRECT DEPOSITS - If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

TEMPORARY ACCOUNT AGREEMENT - If the account documentation indicates that this is a temporary account agreement, it means that all account owners have not yet signed the signature card, or that some other account opening requirement has not been completed. We may give you a duplicate signature card so that you can obtain all of the necessary signatures and return it to us. Each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

SETOFF - We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. In California, the amount of the setoff may be further limited by applicable law. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

In Texas, SETOFF - We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit

transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity, or (d) the debt is created by a home equity loan. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

In California and Hawaii, AUTHORIZED SIGNER (Individual Accounts only) - A single individual is the owner. The authorized signer is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the authorized signer may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the authorized signer. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

The owner may terminate the authorization at any time, and the authorization is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the authorized signer until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an authorized signer.

In Nevada, AGENCY (POWER OF ATTORNEY) DESIGNATION - In the case of a multiple-party account, the owners may use a writing signed by all owners to designate as agent of all owners on an account a person other than an owner. The agent is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the agent may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the agent. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf. The owner may terminate the agency at any time, and the agency is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the agency, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept an agent.

In Florida, CONVENIENCE ACCOUNT AGENT (Single-Party Accounts only) - A convenience account, as defined by Florida law, means a deposit account other than a certificate of deposit, in the name of one individual, in which one or more individuals have been designated as agent with the right to make deposits to and withdraw funds from or draw checks on such account on the owner's behalf. A single individual is the owner, and the agent is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the agent may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the agent. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

The owner may terminate the agency at any time, and the agency is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of agency, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of a convenience account agent.

RESTRICTIVE LEGENDS OR INDORSEMENTS - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or indorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive indorsement.

FACSIMILE SIGNATURES - Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

CHECK PROCESSING - We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of indorsements unless you notify us in writing that the check requires multiple indorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

CHECK CASHING - We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

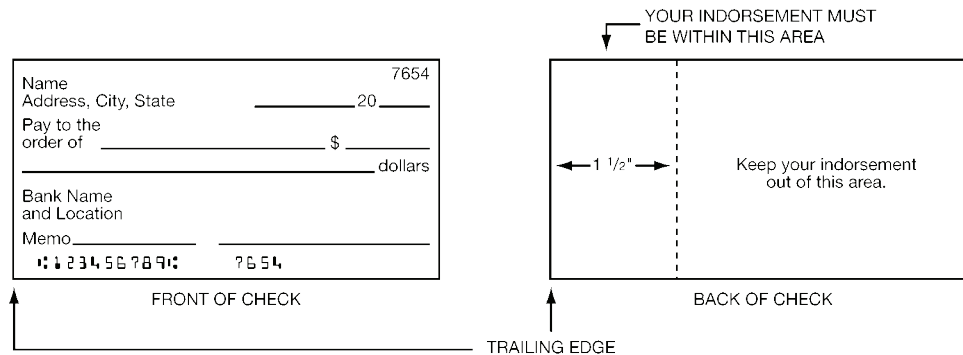
In California, FICTITIOUS BUSINESS NAME ACCOUNTS - If you hold an account under a fictitious name, each of you represents that one or more of you have the right to use that name and have fulfilled all the legal requirements for using the name and doing business under that name. "Fictitious business name" means, in the case of an individual, a name that does not include the surname (last) of the individual or that suggests the existence of additional owners (e.g., "& Company"). In the case of a partnership, other than a limited partnership, a name that does not include the surname of each general partner or a name that suggests the existence of additional owners is a fictitious business name. In the case of a corporation, any name other than the corporate name stated in its

articles of incorporation is a fictitious business name. In the case of a limited partnership or a limited liability company, any name other than the name of the limited partnership or limited liability company on file with the Secretary of State is a fictitious business name.

INDORSEMENTS - We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine.

To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g. additional indorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all indorsement information within 1 1/2" of that edge.



It is important that you confine the indorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed indorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your indorsement, another indorsement or information you have printed on the back of the check obscures our indorsement.

These indorsement guidelines apply to both personal and business checks.

DEATH OR INCOMPETENCE - You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

FIDUCIARY ACCOUNTS - Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

CREDIT VERIFICATION - You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

LEGAL ACTIONS AFFECTING YOUR ACCOUNT - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

ACCOUNT SECURITY -

Duty to protect account information and methods of access - It is your responsibility to protect the account number(s) and access device(s) (e.g., an ATM card, point-of-sale card and/or PIN) for your account(s). Do not discuss, compare, or share information about your account number(s) or access device(s) with anyone unless you are willing to give them full use of your money. Checks and electronic withdrawals are processed by automated methods, and anyone who obtains your account number or access device could use it to withdraw money from your account, with or without your permission.

Positive pay and other fraud prevention services - Except for consumer electronic fund transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered. You will not be responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such services include positive pay or commercially reasonable security procedures. The positive pay service can help detect and prevent check fraud and is appropriate for account holders that issue: a high volume of checks, a lot of checks to the general public, or checks for large dollar amounts.

Account numbers - Thieves can encode your account number on a check which looks and functions like an authorized check and can be used to withdraw money from your account. Your account number can also be used to issue a "remotely created check." Like a

typical check, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a draft or check that can be used to withdraw money from your account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). If you have truly authorized the remotely created check (to purchase a service or merchandise, for example), it is properly payable. But it can be risky to authorize a remotely created check. A swindler could issue a remotely created check in an amount greater than you authorized, or issue additional remotely created checks that you have not authorized. We will not know if the withdrawal is unauthorized or in an amount greater than the amount you have authorized. Payment can be made from your account even though you did not contact us directly and order the payment.

Access devices - If you furnish your access device and grant actual authority to make transfers to someone who then exceeds that authority, you will be liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Please review the additional information you have received or will receive regarding transfers by access device.

Blank checks - You must also take precaution in safeguarding your blank checks. Notify us at once if you think your blank checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself, or share the loss with us if we failed to use ordinary care which substantially contributes to the loss.

TELEPHONIC INSTRUCTIONS - Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

MONITORING AND RECORDING TELEPHONE CALLS AND CONSENT TO RECEIVE COMMUNICATIONS - Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account from time to time by telephone, text messaging or email. However, we first obtain your consent to contact you about your account in compliance with applicable consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

- ◆ Your consent is limited to your account, and as authorized by applicable law and regulations.

- ◆ Your consent is voluntary and not conditioned on the purchase of any product or service from us.

With the above understandings, you authorize us to contact you regarding your account throughout its existence using any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device.

If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us.

CLAIM OF LOSS - The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E (e.g., an everyday consumer debit card or ATM transaction). The error resolution procedures for consumer electronic fund transfers can be found in our initial Regulation E disclosure titled, "Electronic Fund Transfers." For other transactions or claims, if you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals) - We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your notice of penalty for early withdrawals for additional information.

ADDRESS OR NAME CHANGES - You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

RESOLVING ACCOUNT DISPUTES - We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

WAIVER OF NOTICES - To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit an item and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

ACH AND WIRE TRANSFERS - This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

PLEDGES - Each owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective. For example, if an account has two owners and one of the owners pledges the account (i.e., uses it to secure a debt) and then dies, (1) the surviving owner's rights in this account do not take effect until the debt has been satisfied, and (2) the debt may be satisfied with the funds in this account.

POWER OF ATTORNEY - You may wish to appoint an agent to conduct transactions on your behalf. (We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the agent are for your benefit.) This may be done by allowing your agent to sign in that capacity on the signature card or by separate form, such as a power of attorney. A power of attorney continues until your death or the death of the person given the power. If the power of attorney is not "durable," it is revoked when you become incompetent. We may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the authority or the death of an owner, and (b) we have had a reasonable opportunity to act on that notice or knowledge. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given by an agent acting under a valid power of attorney.

STALE-DATED CHECKS - We are not obligated to, but may at our option, pay a check, other than a certified check, presented for payment more than six months after its date. If you do not want us to pay a stale-dated check, you must place a stop-payment order on the check in the manner we have described elsewhere.

FDIC INSURANCE - Funds in your account(s) with us are insured by the Federal Deposit Insurance Corporation (FDIC) and backed by the full faith and credit of the United States. The amount of insurance coverage you have depends on the number of accounts you have with us that are of different "ownership." An individual account is one unique form of "ownership"; a joint account, a pay-on-death account, and a self directed qualified retirement account (e.g., an IRA) are examples of some of the others. Deposit insurance for a person's self directed qualified retirement account is up to \$250,000. (An IRA is a self directed qualified retirement account as is any account where the owner decides where and how to invest the balance.) Funds are insured to \$250,000 per depositor for the total of funds combined in all of your other insured accounts with us. If you want a more detailed explanation or additional information, you may ask us or contact the FDIC. You can also visit the FDIC website at www.fdic.gov and click on the Deposit Insurance link. The link includes detailed contact information as well as a deposit insurance estimator.

UNCLAIMED PROPERTY - The law establishes procedures under which unclaimed property must be surrendered to the state. (We may have our own rules regarding dormant accounts, and if we charge a fee for dormant accounts it will be disclosed to you elsewhere.) Generally, the funds in your account are considered unclaimed if you have not had any activity or communication with us regarding your account over a period of years. Ask us if you want further information about the period of time or type of activity that will prevent your account from being unclaimed. If your funds are surrendered to the state, you may be able to reclaim them, but your claim must be presented to the state. Once your funds are surrendered, we no longer have any liability or responsibility with respect to the funds.

UTMA ACCOUNTS - Under the Uniform Transfers to Minors Act, the funds in the account are owned by the child who has unconditional use of the account when he or she reaches the age of majority. Before that time, the account may be accessed only by the custodian (or successor custodian), and the funds must be used for the benefit of the child. We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the custodian (or successor custodian) are for the child's benefit. We are not responsible to monitor age or eligibility for an UTMA account, even though our records may include the minor's date of birth. It is the custodian's responsibility to properly distribute the funds in the account upon the minor's death or attainment of the age of majority. For this type of account, the child's SSN/TIN is used for the Backup Withholding Certification.

CASH TRANSACTION REPORTING - To help law enforcement agencies detect illegal activities, the law requires all financial institutions to gather and report information on some types of cash transactions. If the information we need to complete the report is not provided, we are required to refuse to handle the transaction. If you have any questions regarding these rules, the U.S. Treasury Financial Crimes Enforcement Network (FinCEN) maintains a frequently asked questions (FAQ) document online. The FAQ also includes additional information for contacting FinCEN.

BACKUP WITHHOLDING/TIN CERTIFICATION - Federal tax law requires us to report interest payments we make to you of \$10 or more in a year, and to include your taxpayer identification number (TIN) on the report. Interest includes dividends, interest and bonus payments for purposes of this rule. Therefore, we require you to provide us with your TIN and to certify that it is correct. The TIN is either a social security number (SSN) or an employer identification number (EIN). For most organization or business accounts other than sole proprietorships, the appropriate TIN is the EIN of the organization or business entity. For sole proprietorships, either the SSN or the EIN is appropriate. However, we must supply the IRS with both the individual owner's name and the business name of the sole proprietorship. The appropriate TINs for various other types of accounts are:

Account type - TIN

Individual - SSN of the individual.

Joint Account - SSN of the owner named first on the account.

Uniform Gift/Transfer to Minor - SSN of the minor.

Informal (Revocable) Trust - SSN of the owner.

In some circumstances, federal law requires us to withhold and pay to the IRS a percentage of the interest that is earned on funds in your accounts. This is known as backup withholding. We will not have to withhold interest payments when you open your account if you certify your TIN and certify that you are not subject to backup withholding due to underreporting of interest. We may subsequently be required to begin backup withholding if the IRS informs us that you supplied an incorrect TIN or that you underreported your interest income. If you do not have a TIN, we may defer backup withholding if you certify that you do not have a TIN but have applied for one. However, we must begin backup withholding if you do not supply us with a certified TIN within 60 days. If you do not have a TIN because you are a foreign person (either an individual who is a nonresident alien or a foreign organization) you must certify your foreign status. If you are an exempt payee (receiver of interest payments), you do not need to certify your TIN, but you will have to certify your exempt status and supply us with your TIN. The most common exempt payees are corporations, organizations exempt from tax under Section 501(a), and an individual retirement plan or a custodial account under Section 403(b)(7). If you do not supply us with the appropriate TIN, we may refuse to open your account.

LOST, DESTROYED, OR STOLEN CERTIFIED, CASHIER'S, OR TELLER'S CHECKS - Under some circumstances you may be able to assert a claim for the amount of a lost, destroyed, or stolen certified, cashier's or teller's check. To assert the claim: (a) you must be the remitter (or drawer of a certified check) or payee of the check, (b) we must receive notice from you describing the check with reasonable certainty and asking for payment of the amount of the check, (c) we must receive the notice in time for us to have a reasonable opportunity to act on it, and (d) you must give us a declaration (in a form we require) of your loss with respect to the check. You can ask us for a declaration form. Even if all of these conditions are met, your claim may not be immediately enforceable. We may pay the check until the ninetieth day after the date of the check (or date of acceptance of a certified check). Therefore, your claim is not enforceable until the ninetieth day after the date of the check or date of acceptance, and the conditions listed above have been met. If we have not already paid the check, on the day your claim is enforceable we become obligated to pay you the amount of the check. We will pay you in cash or issue another certified check.

At our option, we may pay you the amount of the check before your claim becomes enforceable. However, we will require you to agree to indemnify us for any losses we might suffer. This means that if the check is presented after we pay your claim, and we pay the check, you are responsible to cover our losses. We may require you to provide a surety bond to assure that you can pay us if we suffer a loss.

CHANGING ACCOUNT PRODUCTS - We may change your account to another product offered by us at any time by giving you notice that your account will be changed to another product on a specified date. If your account is a time account, the change will not occur before the next maturity date of your account. If you do not close your account before the date specified in the notice, we may change your account to that other product on the date specified in the notice.

TRANSACTIONS BY MAIL - You may deposit checks or drafts by mail. You should indorse the item being sent through the mail with the words "For Deposit Only" and should include your correct account number underneath to ensure the item is credited to the correct account. You should use the pre-encoded deposit slips found in your checkbook. If you do not use your deposit slip or provide us with instructions indicating how or where the item should be credited, we may apply it to any account or any loan balance you have with us or we may return the item to you. Receipts for such transactions will be mailed to you only if a self-addressed stamped envelope is provided. Following your deposit, examine your statement carefully or call us to ensure that we received the item. Do not send cash through the mail for deposit.

CHECK STORAGE AND COPIES - You agree that you will not receive your canceled checks. We will store your canceled checks or copies of them for a reasonable retention period. You may request copies from us in the manner we require.

TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES - If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our internal policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

UNLAWFUL INTERNET GAMBLING NOTICE - Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

INTERNATIONAL ACH TRANSACTIONS - Financial institutions are required by law to scrutinize or verify any international ACH transaction (IAT) that they receive against the Specially Designated Nationals (SDN) list of the Office of Foreign Assets Control (OFAC). This action may, from time to time, cause us to temporarily suspend processing of an IAT and potentially affect the settlement and/or availability of such payments.

ACCOUNT RECLASSIFICATION - This Account consists of a checking sub account and a savings sub account. The Bank may periodically transfer funds between these two sub accounts. If your Account is a Plan on which interest is paid, your interest calculation will remain the same. Otherwise, the savings sub account will be non interest bearing. The savings sub account will be governed by the rules governing our other savings accounts.

This process will not affect your available balance, the interest you may earn, FDIC insurance protection, or your monthly statement.

FUNDS TRANSFERS - The terms used in this section have the meaning given to them in Article 4A of the Uniform Commercial Code - Funds Transfers (UCC 4A). This section will generally not apply to you if you are a consumer. However, even if you are a consumer, this section will apply to that part of any funds transfer that is conducted by Fedwire. This section is subject to UCC 4A as adopted in the state in which you have your deposit with us. This agreement is also subject to all clearing house association rules, rules of the Board of Governors of the Federal Reserve System and their operating circulars. If any part of this agreement is determined to be unenforceable, the rest of the agreement remains effective. This agreement controls funds transfers unless

supplemented or amended in a separate written agreement signed by us. This agreement does not apply to a funds transfer if any part of the transfer is governed by the Electronic Fund Transfer Act of 1978 (EFTA), except this agreement does apply to a funds transfer that is a remittance transfer as defined in EFTA unless the remittance transfer is an electronic fund transfer as defined in EFTA.

Funds transfer - A funds transfer is the transaction or series of transactions that begin with the originator's payment order, made for the purpose of making payment to the beneficiary of the order. A funds transfer is completed by the acceptance by the beneficiary's bank of a payment order for the benefit of the beneficiary of the originator's order. You may give us a payment order orally, electronically, or in writing, but your order cannot state any condition to payment to the beneficiary other than the time of payment. Credit entries may be made by ACH.

Authorized account - An authorized account is a deposit account you have with us that you have designated as a source of payment of payment orders you issue to us. If you have not designated an authorized account, any account you have with us is an authorized account to the extent that payment of the payment order is not inconsistent with the use of the account.

Acceptance of your payment order - We are not obligated to accept any payment order that you give us, although we normally will accept your payment order if you have a withdrawable credit in an authorized account sufficient to cover the order. If we do not execute your payment order, but give you notice of our rejection of your payment order after the execution date or give you no notice, we are not liable to pay you as restitution any interest on a withdrawable credit in a non-interest-bearing account.

Cutoff time - If we do not receive your payment order or communication canceling or amending a payment order before our cutoff time on a funds transfer day for that type of order or communication, the order or communication will be deemed to be received at the opening of our next funds transfer business day.

Payment of your order - If we accept a payment order you give us, we may receive payment by automatically deducting from any authorized account the amount of the payment order plus the amount of any expenses and charges for our services in execution of your payment order. We are entitled to payment on the payment or execution date. Unless your payment order specifies otherwise, the payment or execution date is the funds transfer date we receive the payment order. The funds transfer is completed upon acceptance by the beneficiary's bank. Your obligation to pay your payment order is excused if the funds transfer is not completed, but you are still responsible to pay us any expenses and charges for our services. However, if you told us to route the funds transfer through an intermediate bank, and we are unable to obtain a refund because the intermediate bank that you designated has suspended payments, then you are still obligated to pay us for the payment order. You will not be entitled to interest on any refund you receive because the beneficiary's bank does not accept the payment order.

Security procedure - As described more fully in a separate writing, the authenticity of a payment order or communication canceling or amending a payment order issued in your name as sender may be verified by a security procedure. You affirm that you have no circumstances which are relevant to the determination of a commercially reasonable security procedure unless those circumstances are expressly contained in a separate writing signed by us. You may choose from one or more security procedures that we have developed, or you may develop your own security procedure if it is acceptable to us. If you refuse a commercially reasonable security procedure that we have offered you, you agree that you will be bound by any payment order issued in your name, whether or not authorized, that we accept in good faith and in compliance with the security procedure you have chosen.

Duty to report unauthorized or erroneous payment - You must exercise ordinary care to determine that all payment orders or amendments to payment orders that we accept that are issued in your name are authorized, enforceable, in the correct amount, to the correct beneficiary, and not otherwise erroneous. If you discover (or with reasonable care should have discovered) an unauthorized, unenforceable, or erroneously executed payment order or amendment, you must exercise ordinary care to notify us of the relevant facts. The time you have to notify us will depend on the circumstances, but that time will not in any circumstance exceed 14 days from when you are notified of our acceptance or execution of the payment order or amendment or that your account was debited with respect to the order or amendment. If you do not provide us with timely notice you will not be entitled to interest on any refundable amount. If we can prove that you failed to perform either of these duties with respect to an erroneous payment and that we incurred a loss as a result of the failure, you are liable to us for the amount of the loss not exceeding the amount of your order.

Identifying number - If your payment order identifies an intermediate bank, beneficiary bank, or beneficiary by name and number, we and every receiving or beneficiary bank may rely upon the identifying number rather than the name to make payment, even if the number identifies an intermediate bank or person different than the bank or beneficiary identified by name. Neither we nor any receiving or beneficiary bank have any responsibility to determine whether the name and identifying number refer to the same financial institution or person.

Record of oral or telephone orders - You agree that we may, if we choose, record any oral or telephone payment order or communication of amendment or cancellation.

Notice of credit - If we receive a payment order to credit an account you have with us, we are not required to provide you with any notice of the payment order or the credit.

Provisional credit - You agree to be bound by the automated clearing house association operating rules that provide that payments made to you or originated by you by funds transfer through the automated clearing house system are provisional until final settlement is made through a Federal Reserve Bank or otherwise payment is made as provided in Article 4A-403(a) of the Uniform Commercial Code.

Refund of credit - You agree that if we do not receive payment of an amount credited to your account, we are entitled to a refund from you in the amount credited and the party originating such payment will not be considered to have paid the amount so credited.

Amendment of funds transfer agreement - From time to time we may amend any term of this agreement by giving you reasonable notice in writing. We may give notice to anyone who is authorized to send payment orders to us in your name, or to anyone who is authorized to accept service.

Cancellation or amendment of payment order - You may cancel or amend a payment order you give us only if we receive the communication of cancellation or amendment before our cutoff time and in time to have a reasonable opportunity to act on it before we accept the payment order. The communication of cancellation or amendment must be presented in conformity with the same security procedure that has been agreed to for payment orders.

Intermediaries - We are not liable for the actions of any intermediary, regardless of whether or not we selected the intermediary. We are not responsible for acts of God, outside agencies, or nonsalaried agents.

Limit on liability - You waive any claim you may have against us for consequential or special damages, including loss of profit arising out of a payment order or funds transfer, unless this waiver is prohibited by law. We are not responsible for attorney fees you might incur due to erroneous execution of payment order.

Erroneous execution - If we receive an order to pay you, and we erroneously pay you more than the amount of the payment order, we are entitled to recover from you the amount in excess of the amount of the payment order, regardless of whether you may have some claim to the excess amount against the originator of the order.

Objection to payment - If we give you a notice that reasonably identifies a payment order issued in your name as sender that we have accepted and received payment for, you cannot claim that we are not entitled to retain the payment unless you notify us of your objection to the payment within one year of our notice to you.

ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

Electronic Fund Transfers Initiated By Third Parties. You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and bank information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your bank and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- ◆ **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s).
- ◆ **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking or savings account(s).
- ◆ **Electronic check conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
- ◆ **Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

ATM Transfers - types of transfers and dollar limitations - You may access your account(s) by ATM using your ATM Card and personal identification number or Debit Card and personal identification number, to:

- ◆ make deposits to checking account(s)
- ◆ make deposits to savings account(s)
- ◆ get cash withdrawals from checking account(s)
 - you may withdraw no more than \$500.00 per day
- ◆ get cash withdrawals from savings account(s)
 - you may withdraw no more than \$500.00 per day
- ◆ transfer funds from savings to checking account(s)
- ◆ transfer funds from checking to savings account(s)
- ◆ get information about:
 - the account balance of your checking account(s)
 - the account balance of your savings account(s)

Some of these services may not be available at all terminals.

Types of Debit Card Point-of-Sale Transactions - You may access your checking or money market account(s) to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

Point-of-Sale Transactions - dollar limitations - Using your card:

- ◆ you may not exceed \$2,500.00 in transactions per day

Currency Conversion and International Transactions. When you use your Visa®-branded Debit Card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

Visa USA charges us a 1% International Service Assessment on all international transactions regardless of whether there is a currency conversion. We pass this international transaction fee on to you. An international transaction is a transaction where the issuer of the card used is not located in the transaction country. This means an international transaction can occur even though the transaction is made when you are not in a foreign country. For example, a transaction made online with a foreign merchant is an international transaction even though made while you are physically in the United States.

Advisory Against Illegal Use. You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

Non-Visa Debit Transaction Processing. We have enabled non-Visa debit transaction processing. This means you may use your Visa®-branded Debit Card on a PIN-Debit Network* (a non-Visa network) without using a PIN.

The provisions of your agreement with us relating only to Visa transactions are not applicable to non-Visa transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures offered on Visa debit card transactions are not applicable to transactions processed on a PIN-Debit Network.

* Visa Rules generally define **PIN-Debit Network** as a non-Visa debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card program.

Our Right to Refuse Transactions - We reserve the right to deny certain card transactions for any reason, including default, suspected fraudulent or unlawful activity, internet gambling, or any indication of increased risk related to the transaction or prohibited by federal and state laws.

Termination of Card Privileges - The card is the property of FFB and can be terminated at any time without notice to the cardholder or account owner. Termination of the card does not affect the rights and obligations of transactions made with the card before termination.

Stop Payment - A stop payment cannot be placed on an ATM / debit card transaction.

Please see your cardholder agreement for additional information relating to the use of your debit card.

Personal Online Banking Transfers - types of transfers - You may access your account(s) by computer through the internet by logging onto our website at www.firstfoundationinc.com and using your user identification, password, and multifactor authentication, to:

- ◆ transfer funds from checking to checking
- ◆ transfer funds from checking to savings
- ◆ transfer funds from checking to money market
- ◆ transfer funds from savings to checking
- ◆ transfer funds from savings to savings
- ◆ transfer funds from savings to money market
- ◆ transfer funds from money market to checking
- ◆ transfer funds from money market to savings
- ◆ transfer funds from money market to money market
- ◆ transfer funds from loans to checking
- ◆ transfer funds from loans to savings
- ◆ transfer funds from loans to money market
- ◆ transfer funds from checking to your account at another financial institution
- ◆ transfer funds from savings to your account at another financial institution
- ◆ transfer funds from money market to your account at another financial institution
- ◆ make payments from checking to loan account(s) with us
- ◆ make payments from checking to third parties
- ◆ make payments from money market to loan account(s) with us
- ◆ make payments from savings to loan account(s) with us
- ◆ make payments from savings to third parties
- ◆ make payments from money market to third parties
- ◆ make payments from checking to third parties through Popmoney, or Zelle,
- ◆ make payments from savings to third parties through Popmoney, or Zelle,
- ◆ make payments from money market to third parties through Popmoney, or Zelle,
- ◆ get checking account(s) information
- ◆ get savings account(s) information
- ◆ get money market account(s) information
- ◆ get loan account(s) information

Mobile Banking Transfers - types of transfers - You may access your account(s) through the browser on your mobile device by downloading our mobile banking app and using your user identification number and password, to:

- ◆ transfer funds from checking to checking
- ◆ transfer funds from checking to savings
- ◆ transfer funds from checking to money market
- ◆ transfer funds from savings to checking

- ◆ transfer funds from savings to savings
- ◆ transfer funds from savings to money market
- ◆ transfer funds from money market to checking
- ◆ transfer funds from money market to savings
- ◆ transfer funds from money market to money market
- ◆ transfer funds from loans to checking
- ◆ transfer funds from loans to savings
- ◆ transfer funds from loans to money market
- ◆ transfer funds from checking to your account at another financial institution
- ◆ transfer funds from savings to your account at another financial institution
- ◆ transfer funds from money market to your account at another financial institution
- ◆ make payments from checking to loan account(s) with us
- ◆ make payments from checking to third parties
- ◆ make payments from savings to loan account(s) with us
- ◆ make payments from money market to loan account(s) with us
- ◆ make payments from savings to third parties
- ◆ make payments from money market to third parties
- ◆ make payments from checking to third parties through Popmoney® or Zelle®
- ◆ make payments from savings to third parties through Popmoney® or Zelle®
- ◆ make payments from money market to third parties through Popmoney® or Zelle®
- ◆ deposit checks with mobile remote deposit capture
 - additional information and restrictions for mobile remote deposit capture will be sent to you when you register for this service
- ◆ get checking account(s) information
- ◆ get savings account(s) information
- ◆ get money market account(s) information
- ◆ get loan account(s) information

You may be charged access fees by your cell phone provider based on your individual plan. Web access is needed to use this service. Check with your cell phone provider for details on specific fees and charges.

FEES

- ◆ We do not charge for direct deposits to any type of account.

Except as indicated elsewhere, we do not charge for these electronic fund transfers.

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

DOCUMENTATION

- ◆ **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.
- ◆ **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 888-405-4332 to find out whether or not the deposit has been made.
- ◆ **Periodic statements.**

You will get a monthly account statement from us for your checking accounts.

You will get a monthly account statement from us for your savings accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

PRAUTHORIZED PAYMENTS

- ◆ **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

Please refer to our separate fee schedule for the amount we will charge you for each stop-payment order you give.

- ◆ **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)
- ◆ **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

FINANCIAL INSTITUTION'S LIABILITY

Liability for failure to make transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.

CONFIDENTIALITY

We will disclose information to third parties about your account or the transfers you make:

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) as explained in the separate Privacy Disclosure.

UNAUTHORIZED TRANSFERS

(in California)

(a) Consumer liability.

◆ *Generally.* Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). You can lose no more than \$50 if someone used your card and/or code without your permission, and, either:

- (i) your card can be used to initiate a transaction without a PIN or other personal identification number, or
- (ii) you tell us within 2 business days after you learn of the loss or theft of your card and/or code. If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed 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 will extend the time periods.

◆ *Additional Limit on Liability for Visa®-branded Debit Card.* Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa®-branded Debit Card. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, or to transactions using your Personal Identification Number which are not processed by VISA®. Visa is a registered trademark of Visa International Service Association.

(b) Contact in event of unauthorized transfer. If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your check without your permission.

UNAUTHORIZED TRANSFERS

(in Nevada, Hawaii, Texas, and Florida)

(a) Consumer liability.

◆ *Generally.* Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed 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 will extend the time periods.

◆ *Additional Limit on Liability for Visa®-branded Debit Card.* Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa®-branded Debit Card. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, or to transactions using your Personal Identification Number which are not processed by VISA®. Visa is a registered trademark of Visa International Service Association.

(b) Contact in event of unauthorized transfer. If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your check without your permission.

ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this disclosure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

(1) Tell us your name and account number (if any).

(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

(3) Tell us the dollar amount of the suspected error.

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

We will determine whether an error occurred within 10 business days (5 business days for Visa®-branded Debit Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days for Visa®-branded Debit Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

FIRST FOUNDATION BANK
ATTN: CLIENT SUPPORT
18101 VON KARMAN AVE., STE. 750
IRVINE, CA 92612
Business Days: Monday through Friday
Excluding Federal Holidays
Phone: 888-405-4332

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

**NOTICE OF ATM/NIGHT DEPOSIT
FACILITY USER PRECAUTIONS**

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
3. Compare your records with the account statements or account histories that you receive.
4. Don't lend your ATM card to anyone.
5. Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
6. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
9. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
10. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
12. Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
13. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
14. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

VIRTUAL WALLETS

Registering Eligible Debit Cards. You may register eligible First Foundation Bank debit cards ("Debit Card(s)") with compatible programs that allow Debit Card transactions through a "Virtual Wallet," by following the instructions of the Virtual Wallet provider.

Once registered, the Virtual Wallet allows you to store virtual representations of debit cards on your supported mobile device to make contactless payments at select merchants utilizing the merchant's contactless terminal or in-app or other digital commerce payments at merchants participating in the Virtual Wallet service. We may require your accounts with us be in good standing to be eligible to maintain enrollment in a Virtual Wallet. The Virtual Wallet may not be accepted at all the places or merchants where your Debit Card is currently accepted.

Debit Card Terms Continue to Apply. The terms of the Agreement which apply to your Debit Card do not change when you add your Debit Card to a Virtual Wallet. The Virtual Wallet simply provides another way for you to make purchases with the Debit Card. Any applicable interest, fees, and charges that apply to your Debit Card will also apply when you use the Virtual Wallet to access your Debit Card. At this time, we do not charge you any additional fees for adding your Debit Card to a Virtual Wallet or using a Virtual Wallet to pay for a transaction using your Debit Card. Third parties such as wireless companies or data service providers may charge you fees for enrolling in and using a Virtual Wallet and you are responsible for any such wireless carrier data or usage fees incurred.

Security. You are responsible for keeping your Virtual Wallet login and credentials private and secure. After enrolling in a Virtual Wallet, you should secure your mobile device with the same care you would your Debit Card, cash, checks and other personal identification numbers and passwords in order to avoid unauthorized use of your Debit Card account(s). If you share your credentials with any other person, they may be able to use your mobile device and get access to your personal and payment information available through the Virtual Wallet service. You should call us and your Virtual Wallet provider immediately if you believe your mobile device or authentication credentials have been lost, stolen or compromised in any way or an unauthorized person has used or may use your credentials without your authorization.

First Foundation Bank Not Wallet Provider. We are not the provider of the Virtual Wallet and we are not responsible for providing the Virtual Wallet service to you. Use of a Virtual Wallet involves the electronic transmission of personal information through third party connections. Because we do not operate or control these connections, we cannot guarantee the privacy or security of these data transmissions. You should consider whether there is risk of loss or other problems that may result from wireless transmission or loss of the mobile device. Check with the Virtual Wallet provider and your wireless carrier for information about their privacy and security practices.

Our limited liability. Except to the extent expressly limited by applicable law, we have no responsibility or liability for any loss, damage, function, malfunction, delay or other problem or claim directly or indirectly associated with the Virtual Wallet, including, but not limited to, the security, accuracy, legality, appropriateness, content, what information is collected or accessed, performance or non-performance of the Virtual Wallet, nor the actions of the Virtual Wallet provider or any other third party regarding any agreement you enter into with the Virtual Wallet provider or associated third party relationships that may impact your use of the Virtual Wallet. It is your responsibility to read and understand the terms and conditions of the Virtual Wallet before enrolling in, creating, activating or using your Debit Card in a Virtual Wallet.

To Remove Debit Card From Virtual Wallet. If at any time you wish to remove your Debit Card from a Virtual Wallet, you will need to follow the process provided by the Virtual Wallet provider.

How to Contact Us. If you have any questions regarding these Virtual Wallets terms, you can call us at 888-405-4332.

YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to "transaction" accounts and savings accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking accounts are the most common transaction accounts. Feel free to ask us whether any of your other accounts might also be under this policy.

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

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

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

LONGER DELAYS MAY APPLY

Case-by-case delays. In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$225 of your deposits, however, 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, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

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

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

We believe a check you deposit will not be paid.

You deposit checks totaling more than \$5,525 on any one day.

You redeposit a check that has been returned unpaid.

You have overdrawn your account repeatedly in the last six months.

There is an emergency, such as failure of computer or communications equipment.

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

SPECIAL RULES FOR NEW ACCOUNTS

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

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

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

SUBSTITUTE CHECKS AND YOUR RIGHTS

As our customer we think it's important for you to know about substitute checks. The following Substitute Check Disclosure provides information about substitute checks and your rights.

What is a substitute check?

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

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

What are my rights regarding substitute checks?

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

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

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

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

How do I make a claim for a refund?

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

First Foundation Bank

Attn: Client Support

18101 Von Karman Ave., Ste. 750

Irvine, CA 92612

888-405-4332

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.



Terms and Conditions of Your Business Deposit Account

TABLE OF CONTENTS

TERMS AND CONDITIONS OF YOUR ACCOUNT	2
Important Information About Procedures for Opening a New Account	2
Agreement	2
Liability	2
Deposits	2
Withdrawals	2
Understanding and Avoiding Overdraft and Nonsufficient Funds (NSF) Fees	3
Payment Order of Items	3
Business, Organization and Association Accounts	4
Stop Payments	4
Telephone Transfers	5
Amendments and Termination	5
Notices	5
Statements	5
Account Transfer	6
Direct Deposits	6
Temporary Account Agreement	6
Setoff	6
Restrictive Legends or Indorsements	6
Facsimile Signatures	6
Check Processing	6
Check Cashing	6
Fictitious Business Name Accounts	6
Indorsements	6
Death or Incompetence	7
Fiduciary Accounts	7
Credit Verification	7
Legal Actions Affecting Your Accounts	7
Account Security	7
Telephonic Instructions	8
Monitoring and Recording Telephone Calls and Consent to Receive Communications	8
Claim of Loss	8
Early Withdrawal Penalties	8
Address or Name Changes	8
Resolving Account Disputes	8
Waiver of Notices	8
Truncation, Substitute Checks, and Other Check Images	8
Remotely Created Checks	8
Unlawful Internet Gambling Notice	9
Funds Transfers	9
Stale-Dated Checks	10
FDIC Insurance	10
Unclaimed Property	10
Cash Transaction Reporting	10
Lost, Destroyed, or Stolen Certified, Cashier's or Teller's Checks	10
Changing Account Products	10
Transactions by Mail	10
Check Storage and Copies	10
International ACH Transactions	10
Account Reclassification	11
ACH and Wire Transfers	11
YOUR ABILITY TO WITHDRAW FUNDS	11

TERMS AND CONDITIONS OF YOUR ACCOUNT

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT - To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

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

AGREEMENT - This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you sign the signature card or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

This agreement is subject to applicable federal laws, the laws of the state of the branch in which your account is located and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this document is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular. Throughout this document, when a provision is identified as being applicable to a certain state (for example, "in California"), it means that the provision is only applicable if your account is held at a branch located in that particular state. Any provision which is not described as applying to a particular state, applies to your account.

LIABILITY - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

DEPOSITS - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error, counterfeit cashier's check or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. If you deliver a deposit to us and you will not be present when the deposit is counted, you must provide us an itemized list of the deposit (deposit slip). To process the deposit, we will verify and record the deposit, and credit the deposit to the account. If there are any discrepancies between the amounts shown on the itemized list of the deposit and the amount we determine to be the actual deposit, we will notify you of the discrepancy. You will be entitled to credit only for the actual deposit as determined by us, regardless of what is stated on the itemized deposit slip. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check or draft for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

WITHDRAWALS -

Generally - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us.

Postdated checks - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically,

your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

Checks and withdrawal rules - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted by our policy, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply any frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify your account as another type of account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

Cash withdrawals - We recommend you take care when making large cash withdrawals because carrying large amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want to consider a cashier's check or similar instrument. You assume full responsibility of any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to hold us harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash.

Multiple signatures, electronic check conversion, and similar transactions - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the signatures or otherwise examine the original check or item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

Notice of withdrawal - We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account, other than a time deposit or demand deposit, or from any other savings deposit as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal.

UNDERSTANDING AND AVOIDING OVERDRAFT AND NONSUFFICIENT FUNDS (NSF) FEES -

Generally - The information in this section is being provided to help you understand what happens if your account is overdrawn. Understanding the concepts of overdrafts and nonsufficient funds (NSF) is important and can help you avoid being assessed fees or charges. This section also provides contractual terms relating to overdrafts and NSF transactions.

An overdrawn account will typically result in you being charged an overdraft fee or an NSF fee. Generally, an overdraft occurs when there is not enough money in your account to pay for a transaction, but we pay (or cover) the transaction anyway. An NSF transaction is slightly different. In an NSF transaction, we do not cover the transaction. Instead, the transaction is rejected and the item or requested payment is returned. In either situation, we can charge you a fee.

Overdrafts - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying, or not paying, discretionary overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

Funds availability - Knowing when funds you deposit will be made available for withdrawal is another important concept that can help you avoid being assessed fees or charges. Please see our funds availability disclosure for information on when different types of deposits will be made available for withdrawal. For those accounts to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the times we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

A temporary debit authorization hold affects your account balance - On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money when the merchant does not know the exact amount of the purchase at the time the card is authorized. The amount of the temporary hold may be more than the actual amount of your purchase. Some common transactions where this occurs involve purchases of gasoline, hotel rooms, or meals at restaurants. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it could be three calendar days, or even longer in some cases, before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If another transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

PAYMENT ORDER OF ITEMS - The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you the following information regarding how we process those items. Payments may not be posted to your account in the order in which they occurred. However, we generally post deposits and credits first, followed by various categories of withdrawals, payments, transfers and other debits, with fees and interest (if any) posted last.

Please be aware that pending transaction holds on your account for pending electronic transactions, such as hotel or rental car deposits, reduce your available balance and may cause your account to become overdrawn.

If a check, item or transaction is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item for insufficient funds (NSF). We will not charge you a fee for paying an overdraft of an ATM or everyday debit card transaction if this is a consumer account and you have not opted in to that service. The amounts of the overdraft and NSF fees are disclosed elsewhere, as are your rights to opt in to overdraft services for ATM and everyday debit card transactions, if applicable. We encourage you to make careful records and practice good account management. This will help you to avoid creating items without sufficient funds and potentially incurring the resulting fees.

We may determine in our discretion the categories, the transactions within a category, the order among categories, and the posting orders within a category. We sometimes add or delete categories, change posting orders within categories and move transaction types among categories. You agree that we may in our discretion make these changes at any time without notice to you.

BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS - Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

In California and Hawaii, STOP PAYMENTS - The rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. When you place your stop-payment order we will tell you what information we need to stop payment. This information must be exact since stop-payment orders are handled by computers. If your information is not exact your order will not be effective and we will not be responsible for failure to stop payment.

You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop-payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

In Nevada, STOP PAYMENTS - The rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because stop-payment orders are handled by computers, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not. Your stop-payment order is effective for six months if it is given to us in writing or by another type of record (Generally, a "record" is information that is stored in such a way that it can be retrieved and can be heard or read and understood - you can ask us what type of stop-payment records you can give us). Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if it is not confirmed in writing or by another type of record within that time period. We are not obligated to notify you when a stop-payment order expires.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

In Florida, STOP PAYMENTS - The rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law, it must be made in a signed and dated writing, and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because stop-payment orders are handled by computers, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee.

You may stop payment on any item drawn on your account whether you sign the item or not. Your stop-payment order is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. We are not obligated to notify you when a stop-payment order expires.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

In Texas, STOP PAYMENTS - The rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. We must receive your stop-payment order in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because stop-payment orders are handled by computers, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee.

You may stop payment on any item drawn on your account whether you sign the item or not. In general, your stop-payment order - whether we receive it orally, in writing, or by another type of record - will be effective for six months. We will send you confirmation - either in writing or by another type of record - of your stop-payment order which will include the date on which your stop-payment order will lapse. (Generally, a "record" is information that is stored in such a way that it can be retrieved and can be heard or read and understood). We may rely on the information in that confirmation unless you notify us immediately of any errors. We are not obligated to notify you when a stop-payment order expires. However, you can prevent your stop-payment order from expiring by renewing your stop-payment order before the end of the six-month period.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

TELEPHONE TRANSFERS - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Limitations on the number of telephonic transfers from a savings account, if any, are described elsewhere.

AMENDMENTS AND TERMINATION - We may change any term of this agreement. Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

NOTICES - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file. Notice to any of you is notice to all of you.

STATEMENTS - Statements are a valuable tool to help prevent fraudulent or mistaken transfers. Your statement will show the transactions that occurred in connection with your account during the statement period.

Your duty to report unauthorized signatures, alterations and forgeries - Your statement will provide sufficient information for you to reasonably identify the items paid (item number, amount, and date of payment). You should keep a record of each transaction as it is made so that when we give you the information in the statement, you will have a complete understanding of each transaction listed.

You have some responsibilities in connection with your statement. You must examine your statement with "reasonable promptness." Also, if you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we contributed (or in Nevada, Hawaii, Texas and Florida, substantially contributed) to the loss). The loss you might bear, in whole or part, could be not only with respect to items listed on the statement, but also other items with unauthorized signatures or alterations by the same wrongdoer. Of course, an attempt can be made to recover the loss from the thief, but this is often unsuccessful.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but you will not, in any circumstance, have a total of more than 30 days from when we first send or make the statement available to you.

You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we exercised ordinary care. The limitation in this paragraph is in addition to those contained in the second paragraph of this section.

Contact us if you do not receive your regular statement. If this is a business account, you agree that you will have at least two people review your statements, notices, and returned checks, or in the alternative, the person who reviews these will be someone who does not have authority to transact business on the account.

Your duty to report other errors or problems - In addition to the Commercial Code and other state law, you agree there is a common law duty to promptly review your statement for errors in addition to unauthorized signatures, alterations or forgeries. Promptly reviewing your statement is valuable to both you and us because it can help identify, correct and prevent future mistakes.

In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error or problem - such as an encoding error or an unexpected deposit amount. Also, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the 60 day time period to report other errors.

Duty to notify if statement not received - You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft.

ACCOUNT TRANSFER - This account may not be transferred or assigned without our prior written consent.

DIRECT DEPOSITS - If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

TEMPORARY ACCOUNT AGREEMENT - If the account documentation indicates that this is a temporary account agreement, it means that all account owners have not yet signed the signature card, or that some other account opening requirement has not been completed. We may give you a duplicate signature card so that you can obtain all of the necessary signatures and return it to us. Each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

SETOFF - We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. In California, the amount of the setoff may be further limited by applicable law. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date. This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

RESTRICTIVE LEGENDS OR INDORSEMENTS - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or indorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive indorsement.

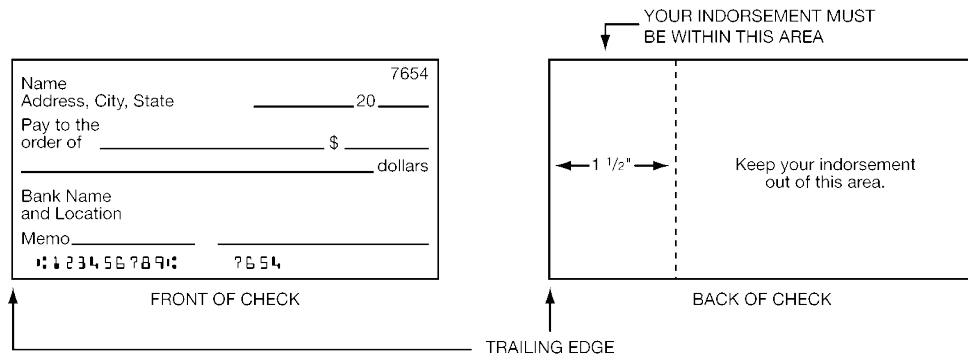
FACSIMILE SIGNATURES - Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

CHECK PROCESSING - We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of indorsements unless you notify us in writing that the check requires multiple indorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders. **CHECK CASHING** - We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

In California, FICTITIOUS BUSINESS NAME ACCOUNTS - If you hold an account under a fictitious name, each of you represents that one or more of you have the right to use that name and have fulfilled all the legal requirements for using the name and doing business under that name. "Fictitious business name" means, in the case of an individual, a name that does not include the surname (last) of the individual or that suggests the existence of additional owners (e.g., "& Company"). In the case of a partnership, other than a limited partnership, a name that does not include the surname of each general partner or a name that suggests the existence of additional owners is a fictitious business name. In the case of a corporation, any name other than the corporate name stated in its articles of incorporation is a fictitious business name. In the case of a limited partnership or a limited liability company, any name other than the name of the limited partnership or limited liability company on file with the Secretary of State is a fictitious business name.

INDORSEMENTS - We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine.

To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g. additional indorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment. As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all indorsement information within 1 1/2" of that edge.



It is important that you confine the indorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed indorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your indorsement, another indorsement or information you have printed on the back of the check obscures our indorsement.

These indorsement guidelines apply to both personal and business checks.

DEATH OR INCOMPETENCE - You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

FIDUCIARY ACCOUNTS - Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

CREDIT VERIFICATION - You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

LEGAL ACTIONS AFFECTING YOUR ACCOUNT - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

ACCOUNT SECURITY

Duty to protect account information and methods of access - It is your responsibility to protect the account number(s) and access device(s) (e.g., an ATM card, point-of-sale card and/or PIN) for your account(s). Do not discuss, compare, or share information about your account number(s) or access device(s) with anyone unless you are willing to give them full use of your money. Checks and electronic withdrawals are processed by automated methods, and anyone who obtains your account number or access device could use it to withdraw money from your account, with or without your permission.

Positive pay and other fraud prevention services - Except for consumer electronic fund transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered. You will not be responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such services include positive pay or commercially reasonable security procedures. The positive pay service can help detect and prevent check fraud and is appropriate for account holders that issue: a high volume of checks, a lot of checks to the general public, or checks for large dollar amounts.

Account numbers - Thieves can encode your account number on a check which looks and functions like an authorized check and can be used to withdraw money from your account. Your account number can also be used to issue a "remotely created check." Like a typical check, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a draft or check that can be used to withdraw money from your account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). If you have truly authorized the remotely created check (to purchase a service or merchandise, for example), it is properly payable. But it can be risky to authorize a remotely created check. A swindler could issue a remotely created check in an amount greater than you authorized, or issue additional remotely created checks that you have not authorized. We will not know if the withdrawal is unauthorized or in an amount greater than the amount you have authorized. Payment can be made from your account even though you did not contact us directly and order the payment.

Access devices - If you furnish your access device and grant actual authority to make transfers to someone who then exceeds that authority, you will be liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Please review the additional information you have received or will receive regarding transfers by access device.

Blank checks - You must also take precaution in safeguarding your blank checks. Notify us at once if you think your blank checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself, or share the loss with us if we failed to use ordinary care which substantially contributes to the loss.

TELEPHONIC INSTRUCTIONS - Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

MONITORING AND RECORDING TELEPHONE CALLS AND CONSENT TO RECEIVE COMMUNICATIONS - Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account from time to time by telephone, text messaging or email. However, we first obtain your consent to contact you about your account in compliance with applicable consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

- ◆ Your consent is limited to your account, and as authorized by applicable law and regulations.

- ◆ Your consent is voluntary and not conditioned on the purchase of any product or service from us.

With the above understandings, you authorize us to contact you regarding your account throughout its existence using any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device.

If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us.

CLAIM OF LOSS - The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E (e.g., an everyday consumer debit card or ATM transaction). The error resolution procedures for consumer electronic fund transfers can be found in our initial Regulation E disclosure titled, "Electronic Fund Transfers." For other transactions or claims, if you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals) - We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your notice of penalty for early withdrawals for additional information.

ADDRESS OR NAME CHANGES - You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

RESOLVING ACCOUNT DISPUTES - We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

WAIVER OF NOTICES - To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit an item and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES - If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our internal policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

REMOTELY CREATED CHECKS - Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

UNLAWFUL INTERNET GAMBLING NOTICE - Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

FUNDS TRANSFERS - The terms used in this section have the meaning given to them in Article 4A of the Uniform Commercial Code - Funds Transfers (UCC 4A). This section will generally not apply to you if you are a consumer. However, even if you are a consumer, this section will apply to that part of any funds transfer that is conducted by Fedwire. This section is subject to UCC 4A as adopted in the state in which you have your deposit with us. This agreement is also subject to all clearing house association rules, rules of the Board of Governors of the Federal Reserve System and their operating circulars. If any part of this agreement is determined to be unenforceable, the rest of the agreement remains effective. This agreement controls funds transfers unless supplemented or amended in a separate written agreement signed by us. This agreement does not apply to a funds transfer if any part of the transfer is governed by the Electronic Fund Transfer Act of 1978 (EFTA), except this agreement does apply to a funds transfer that is a remittance transfer as defined in EFTA unless the remittance transfer is an electronic fund transfer as defined in EFTA.

Funds transfer - A funds transfer is the transaction or series of transactions that begin with the originator's payment order, made for the purpose of making payment to the beneficiary of the order. A funds transfer is completed by the acceptance by the beneficiary's bank of a payment order for the benefit of the beneficiary of the originator's order. You may give us a payment order orally, electronically, or in writing, but your order cannot state any condition to payment to the beneficiary other than the time of payment. Credit entries may be made by ACH.

Authorized account - An authorized account is a deposit account you have with us that you have designated as a source of payment of payment orders you issue to us. If you have not designated an authorized account, any account you have with us is an authorized account to the extent that payment of the payment order is not inconsistent with the use of the account.

Acceptance of your payment order - We are not obligated to accept any payment order that you give us, although we normally will accept your payment order if you have a withdrawable credit in an authorized account sufficient to cover the order. If we do not execute your payment order, but give you notice of our rejection of your payment order after the execution date or give you no notice, we are not liable to pay you as restitution any interest on a withdrawable credit in a non-interest-bearing account.

Cutoff time - If we do not receive your payment order or communication canceling or amending a payment order before our cutoff time on a funds transfer day for that type of order or communication, the order or communication will be deemed to be received at the opening of our next funds transfer business day.

Payment of your order - If we accept a payment order you give us, we may receive payment by automatically deducting from any authorized account the amount of the payment order plus the amount of any expenses and charges for our services in execution of your payment order. We are entitled to payment on the payment or execution date. Unless your payment order specifies otherwise, the payment or execution date is the funds transfer date we receive the payment order. The funds transfer is completed upon acceptance by the beneficiary's bank. Your obligation to pay your payment order is excused if the funds transfer is not completed, but you are still responsible to pay us any expenses and charges for our services. However, if you told us to route the funds transfer through an intermediate bank, and we are unable to obtain a refund because the intermediate bank that you designated has suspended payments, then you are still obligated to pay us for the payment order. You will not be entitled to interest on any refund you receive because the beneficiary's bank does not accept the payment order.

Security procedure - As described more fully in a separate writing, the authenticity of a payment order or communication canceling or amending a payment order issued in your name as sender may be verified by a security procedure. You affirm that you have no circumstances which are relevant to the determination of a commercially reasonable security procedure unless those circumstances are expressly contained in a separate writing signed by us. You may choose from one or more security procedures that we have developed, or you may develop your own security procedure if it is acceptable to us. If you refuse a commercially reasonable security procedure that we have offered you, you agree that you will be bound by any payment order issued in your name, whether or not authorized, that we accept in good faith and in compliance with the security procedure you have chosen.

Duty to report unauthorized or erroneous payment - You must exercise ordinary care to determine that all payment orders or amendments to payment orders that we accept that are issued in your name are authorized, enforceable, in the correct amount, to the correct beneficiary, and not otherwise erroneous. If you discover (or with reasonable care should have discovered) an unauthorized, unenforceable, or erroneously executed payment order or amendment, you must exercise ordinary care to notify us of the relevant facts. The time you have to notify us will depend on the circumstances, but that time will not in any circumstance exceed 14 days from when you are notified of our acceptance or execution of the payment order or amendment or that your account was debited with respect to the order or amendment. If you do not provide us with timely notice you will not be entitled to interest on any refundable amount. If we can prove that you failed to perform either of these duties with respect to an erroneous payment and that we incurred a loss as a result of the failure, you are liable to us for the amount of the loss not exceeding the amount of your order.

Identifying number - If your payment order identifies an intermediate bank, beneficiary bank, or beneficiary by name and number, we and every receiving or beneficiary bank may rely upon the identifying number rather than the name to make payment, even if the number identifies an intermediate bank or person different than the bank or beneficiary identified by name. Neither we nor any receiving or beneficiary bank have any responsibility to determine whether the name and identifying number refer to the same financial institution or person.

Record of oral or telephone orders - You agree that we may, if we choose, record any oral or telephone payment order or communication of amendment or cancellation.

Notice of credit - If we receive a payment order to credit an account you have with us, we are not required to provide you with any notice of the payment order or the credit.

Provisional credit - You agree to be bound by the automated clearing house association operating rules that provide that payments made to you or originated by you by funds transfer through the automated clearing house system are provisional until final settlement is made through a Federal Reserve Bank or otherwise payment is made as provided in Article 4A-403(a) of the Uniform Commercial Code.

Refund of credit - You agree that if we do not receive payment of an amount credited to your account, we are entitled to a refund from you in the amount credited and the party originating such payment will not be considered to have paid the amount so credited.

Amendment of funds transfer agreement - From time to time we may amend any term of this agreement by giving you reasonable notice in writing. We may give notice to anyone who is authorized to send payment orders to us in your name, or to anyone who is authorized to accept service.

Cancellation or amendment of payment order - You may cancel or amend a payment order you give us only if we receive the communication of cancellation or amendment before our cutoff time and in time to have a reasonable opportunity to act on it before we accept the payment order. The communication of cancellation or amendment must be presented in conformity with the same security procedure that has been agreed to for payment orders.

Intermediaries - We are not liable for the actions of any intermediary, regardless of whether or not we selected the intermediary. We are not responsible for acts of God, outside agencies, or nonsalaried agents.

Limit on liability - You waive any claim you may have against us for consequential or special damages, including loss of profit arising out of a payment order or funds transfer, unless this waiver is prohibited by law. We are not responsible for attorney fees you might incur due to erroneous execution of payment order.

Erroneous execution - If we receive an order to pay you, and we erroneously pay you more than the amount of the payment order, we are entitled to recover from you the amount in excess of the amount of the payment order, regardless of whether you may have some claim to the excess amount against the originator of the order.

Objection to payment - If we give you a notice that reasonably identifies a payment order issued in your name as sender that we have accepted and received payment for, you cannot claim that we are not entitled to retain the payment unless you notify us of your objection to the payment within one year of our notice to you.

STALE-DATED CHECKS - We are not obligated to, but may at our option, pay a check, other than a certified check, presented for payment more than six months after its date. If you do not want us to pay a stale-dated check, you must place a stop-payment order on the check in the manner we have described elsewhere.

FDIC INSURANCE - Funds in your account(s) with us are insured by the Federal Deposit Insurance Corporation (FDIC) and backed by the full faith and credit of the United States. The amount of insurance coverage you have depends on the number of accounts you have with us that are of different "ownership." An individual account is one unique form of "ownership"; a joint account, a pay-on-death account, and a self directed qualified retirement account (e.g., an IRA) are examples of some of the others. Deposit insurance for a person's self directed qualified retirement account is up to \$250,000. (An IRA is a self directed qualified retirement account as is any account where the owner decides where and how to invest the balance.) Funds are insured to \$250,000 per depositor for the total of funds combined in all of your other insured accounts with us. If you want a more detailed explanation or additional information, you may ask us or contact the FDIC. You can also visit the FDIC website at www.fdic.gov and click on the Deposit Insurance link. The link includes detailed contact information as well as a deposit insurance estimator.

UNCLAIMED PROPERTY - The law establishes procedures under which unclaimed property must be surrendered to the state. (We may have our own rules regarding dormant accounts, and if we charge a fee for dormant accounts it will be disclosed to you elsewhere.) Generally, the funds in your account are considered unclaimed if you have not had any activity or communication with us regarding your account over a period of years. Ask us if you want further information about the period of time or type of activity that will prevent your account from being unclaimed. If your funds are surrendered to the state, you may be able to reclaim them, but your claim must be presented to the state. Once your funds are surrendered, we no longer have any liability or responsibility with respect to the funds.

CASH TRANSACTION REPORTING - To help law enforcement agencies detect illegal activities, the law requires all financial institutions to gather and report information on some types of cash transactions. If the information we need to complete the report is not provided, we are required to refuse to handle the transaction. If you have any questions regarding these rules, the U.S. Treasury Financial Crimes Enforcement Network (FinCEN) maintains a frequently asked questions (FAQ) document online. The FAQ also includes additional information for contacting FinCEN.

LOST, DESTROYED, OR STOLEN CERTIFIED, CASHIER'S, OR TELLER'S CHECKS - Under some circumstances you may be able to assert a claim for the amount of a lost, destroyed, or stolen certified, cashier's or teller's check. To assert the claim: (a) you must be the remitter (or drawer of a certified check) or payee of the check, (b) we must receive notice from you describing the check with reasonable certainty and asking for payment of the amount of the check, (c) we must receive the notice in time for us to have a reasonable opportunity to act on it, and (d) you must give us a declaration (in a form we require) of your loss with respect to the check. You can ask us for a declaration form. Even if all of these conditions are met, your claim may not be immediately enforceable. We may pay the check until the ninetieth day after the date of the check (or date of acceptance of a certified check). Therefore, your claim is not enforceable until the ninetieth day after the date of the check or date of acceptance, and the conditions listed above have been met. If we have not already paid the check, on the day your claim is enforceable we become obligated to pay you the amount of the check. We will pay you in cash or issue another certified check.

At our option, we may pay you the amount of the check before your claim becomes enforceable. However, we will require you to agree to indemnify us for any losses we might suffer. This means that if the check is presented after we pay your claim, and we pay the check, you are responsible to cover our losses. We may require you to provide a surety bond to assure that you can pay us if we suffer a loss.

CHANGING ACCOUNT PRODUCTS - We may change your account to another product offered by us at any time by giving you notice that your account will be changed to another product on a specified date. If your account is a time account, the change will not occur before the next maturity date of your account. If you do not close your account before the date specified in the notice, we may change your account to that other product on the date specified in the notice.

TRANSACTIONS BY MAIL - You may deposit checks or drafts by mail. You should indorse the item being sent through the mail with the words "For Deposit Only" and should include your correct account number underneath to ensure the item is credited to the correct account. You should use the pre-encoded deposit slips found in your checkbook. If you do not use your deposit slip or provide us with instructions indicating how or where the item should be credited, we may apply it to any account or any loan balance you have with us or we may return the item to you. Receipts for such transactions will be mailed to you only if a self-addressed stamped envelope is provided. Following your deposit, examine your statement carefully or call us to ensure that we received the item. Do not send cash through the mail for deposit.

CHECK STORAGE AND COPIES - You agree that you will not receive your canceled checks. We will store your canceled checks or copies of them for a reasonable retention period. You may request copies from us in the manner we require.

INTERNATIONAL ACH TRANSACTIONS - Financial institutions are required by law to scrutinize or verify any international ACH transaction (IAT) that they receive against the Specially Designated Nationals (SDN) list of the Office of Foreign Assets Control (OFAC). This action may, from time to time, cause us to temporarily suspend processing of an IAT and potentially affect the settlement and/or availability of such payments.

ACCOUNT RECLASSIFICATION - This Account consists of a checking sub account and a savings sub account. The Bank may periodically transfer funds between these two sub accounts. If your Account is a Plan on which interest is paid, your interest calculation will remain the same. Otherwise, the savings sub account will be non interest bearing. The savings sub account will be governed by the rules governing our other savings accounts. This process will not affect your available balance, the interest you may earn, FDIC insurance protection, or your monthly statement.

ACH AND WIRE TRANSFERS - This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to "transaction" accounts and savings accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking accounts are the most common transaction accounts. Feel free to ask us whether any of your other accounts might also be under this policy.

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

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

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

LONGER DELAYS MAY APPLY

Case-by-case delays. In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$225 of your deposits, however, 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, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

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

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

We believe a check you deposit will not be paid.

You deposit checks totaling more than \$5,525 on any one day.

You redeposit a check that has been returned unpaid.

You have overdrawn your account repeatedly in the last six months.

There is an emergency, such as failure of computer or communications equipment.

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

SPECIAL RULES FOR NEW ACCOUNTS

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

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

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



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