

Deposit Account Agreement & Disclosure Notice of Change

Effective Date: June 1, 2010

The following is a list of changes to the deposit agreement effective June 1, 2010. If you require additional information regarding the changes please contact:

Customer Service

(800) 400-6080

Your nearest branch

(800) 355-0512



CALIFORNIA BANK
TRUST

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. 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 shall be governed and interpreted in accordance with applicable federal laws and the laws of the state of California (except to the extent that this agreement can and does vary such rules or laws regardless of the state in which you reside or where you use the service provided hereunder or conduct any transaction, and regardless of that state's rules for choice of law). 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. 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. 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.

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

YOUR ABILITY TO WITHDRAW FUNDS - Our policy is to ordinarily make funds from your cash and check deposits available to you on the first business day after the business day we receive your deposit. Electronic direct deposits will be available on the business 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 close of the current business day on a business day that we are open, we will consider that business day to be the business day of your deposit. However, if you make a deposit after the close of the current business day or on a day we are not open, we will consider that the deposit was made on the next business day we are open. The close of the current business day may be as early as 2:00 p.m. at some branches, but may be as late as 7:00 p.m. at others. You may ask for the specific business day cutoff at the branch accepting your deposit. 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 business 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 business day of your deposit. The first \$100 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:

- (1) We believe a check you deposit will not be paid;
- (2) You deposit checks totaling more than \$5,000 on any one day;
- (3) You redeposit a check that has been returned unpaid;
- (4) You have overdrawn your account repeatedly in the last six months; or
- (5) 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 business 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 business day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 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 business 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 \$5,000 will be available on the ninth business day after the business day of your deposit. If your deposit of these checks (other than a US Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the business day of your deposit. Funds from all other check deposits will be available no later than the ninth business day after the business day of your deposit.

WITHDRAWALS - Generally 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 authorizes each other person who signs or has authority to make withdrawals to endorse any item payable to you or your order for deposit to this account or any other transaction with us.

TRANSFER LIMITATIONS - For savings and money market accounts you may now make up to six transfers or withdrawals by means of a preauthorized, automatic, telephone or internet transfers to another account of yours or to a third party or by check, debit card, or similar order to a third party during any calendar month (or statement cycle of at least four weeks).

RESTRICTIVE LEGENDS - We can pay any check that bears an authorized signature, regardless of any printed legend or multiple signature lines that indicate you require multiple signatures. Any policy you adopt for multiple signatures on checks is for your internal control purposes only and shall not be binding or impose any duty of care on us. You bear the risk that a check bearing any authorized signature will be paid.

PAYMENT ORDER OF WITHDRAWALS - To assist you in handling your account with us, we are providing you with the following information regarding how we process transactions against your account. The Bank processes your transactions overnight. The Bank first posts deposits and other credits to your account and then posts certain withdrawals, such as debit card transactions, ATM withdrawals, and checks cashed by a teller, in lowest-to-highest dollar amount order. Finally the Bank posts all remaining checks drawn on your account in lowest-to-highest check number order. If any withdrawal transaction is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the transaction (creating an overdraft) or return the transaction (NSF). The amounts of the Bank's overdraft and NSF fees are disclosed elsewhere. The Bank reserves the right to change the order of payment without cause or prior notice.

We encourage you to make careful records and practice good account management, and you should always be aware of all of the withdrawal transactions that you have initiated, but that may not have posted to your account. For instance, a check that you write may not post to your account for many days. Further, on point-of-sale transactions using your debit card, the Bank will place a three-day hold on funds in your account based on an authorization requested by the merchant. If the Bank does not promptly receive the final transaction from the merchant, however, the hold may come off before the transaction posts, which would make your balance look higher than it should be.

These are just examples of different circumstances that could affect your account. Being aware of how much you spend, and by what method (check, debit card, etc.) will help you to avoid initiating withdrawal transactions without sufficient funds and incurring the resulting fees. In addition, the Bank makes available overdraft protection options that might assist you in avoiding overdrafts and such fees.

STOP PAYMENTS - 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. To be effective, your stop-payment order must precisely identify the number, date and amount of the item, and the payee. Any signer or owner on an account may stop payment on any item drawn on your account whether you sign the item or not. 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). If we pay a check against a valid stop payment order we may be liable to you for up to the amount of the check if you had a legal right to stop payment. You must establish, however, that you suffered a loss because of the payment. We will not be liable for any amount(s) in excess of the face amount of the item.

ADVISORY AGAINST ILLEGAL USE - You agree not to use your card(s) or make other electronic funds transfers for illegal gambling or other illegal purposes. 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.

LIMITATION ON LIABILITY - We are not responsible or liable in any manner for any of the following or for any claim of whatever nature (including without limitation any claim for incidental or consequential damages) arising from or connected with any of the following: the refusal or delay of any other financial institution, any merchant, or any person to honor your card; any goods or services purchased with your card; any unsuccessful attempt to obtain prior credit authorization for any transaction when the authorization system is not working (except and only to the extent described in the following subparagraph); and any unsuccessful attempt to use your card in an ATM when the ATM or system is not working or is temporarily closed or out of order (except and only to the extent described in the next subparagraph).

LIABILITY FOR FAILURE TO MAKE ELECTRONIC FUND TRANSFERS - If we do not complete an electronic fund transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages as prescribed by the federal Electronic Fund Transfer Act. However, there are some exceptions to our liability. We will not be liable, for instance: (i) if, through no fault of ours, you do not have enough money in your account to make the transfer, or if the transfer would create an overdraft which would not be covered by or would exceed the credit limit on any overdraft protection account (or exceed funds available in any deposit account that has been linked for overdraft protection) you have with us; (ii) if the funds you are attempting to transfer are subject to legal process or other encumbrance restricting such transfer; (iii) if the ATM where you are making the transfer does not have enough cash; (iv) if the ATM or other electronic terminal or system was not working properly, and you knew about the breakdown when you started the transfer; (v) if circumstances beyond our control prevent the transfer despite reasonable precautions that we have taken; or (vi) if any other exception stated in this Agreement (or our debit card agreement with you) or by law applies.

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.

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 90 days of our notice to you.

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 for which Fedwire is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary 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. 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.

We reserve the right to reject any payment order without cause or prior notice, and may notify you of the rejection orally, electronically or in writing. You agree to indemnify, defend and hold us harmless for any loss, damage, claim, action, and liability that results, and any charges and costs we incur, in connection with any request by you to amend or cancel a payment order. Our liability for any act or failure to act shall not exceed any direct resulting loss, if any, which you incur and payment of interest. Unless otherwise required by law, we will not be liable for any incidental, indirect, special, consequential or punitive damages that you incur in connection with payment orders, even if we are aware of the possibility of such damages.

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.

Funds transfer definition - 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. Generally, a funds transfer does not include any transaction if any part of the transfer is covered by the Electronic Fund Transfer Act of 1978, as amended from time to time. 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.

Unless the Bank has otherwise agreed in writing, it will notify you of funds credited to your account through your account statement covering the period in which the funds were credited. The bank is under no obligation to provide you with any additional notice or receipt. A transfer instruction describes the person to receive payment inconsistently by name and account number, payment may be made on the basis of the account number even if the account number identifies a person different from the named person. If a transfer instruction describes a participating financial institution inconsistently by name and identification number, the identification number may be relied upon as the proper identification of the financial institution.

Authorized account - An authorized account is a deposit account you have with us that may be designated to pay transfer 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. 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. 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 incidental, indirect, special, consequential or punitive 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 90 days of our notice to you.

DISPUTES - This DISPUTES provision contains a jury waiver, a class action waiver and a judicial reference agreement. READ IT CAREFULLY.

Prior Dispute Agreements Superseded - This DISPUTES provision supersedes and replaces any prior "Jury Waiver," "Judicial Reference," "Class Action Waiver," "Arbitration," "Dispute Resolution" or similar alternative dispute agreement or provision between or among you, us and any other parties relating to this Agreement or the subject matter hereof.

"Dispute" Defined - As used herein, the word "Dispute" includes without limitation any claim by either party against the other party related to this Agreement, your account, or any account services. Disputes include, without limitation, class action claims brought by either party as a class representative on behalf of others and claims by a class representative on either party's behalf as a class member and any action, suit, case or claim brought by either party as a private attorney general, the right to which each of the parties hereto also expressly waives, whether litigated in court or a reference proceeding, to the extent permitted by applicable law. Disputes also include, without limitation, matters involving the validity, enforceability, meaning or scope of this DISPUTES provision and Disputes based on or arising from an alleged tort or matters involving the employees, officers, agents, affiliates or assigns of a party hereto.

Resolving Account Disputes - Without limiting the generality of anything herein or the rights or remedies otherwise available to us under this Agreement or at law, if a Dispute arises involving conflicting demands over the ownership or control of an account or its funds arise, we become aware of a Dispute regarding the use of an account or we are unable to determine any person's continuing authority to give instructions, we may, at our sole discretion without liability to the Bank: (1) freeze the account and withhold payment from all of you until we receive written proof (in form and substance satisfactory to us) of your right and authority over the account and its funds; (2) require the signatures of all of you for the withdrawal of funds, the closing of an account, or any change in the account regardless of the number of authorized signers on the account; (3) request instructions from a court of competent jurisdiction regarding the ownership or control of the account; (4) close the account and send the funds to the owner or owners of the account, according to our records, at the statement mailing address or deliver the property to the owner or owners of the property; and/or (5) continue to honor checks and other instructions given to us by the individuals who appear as authorized signers according to our records. In no event will we be liable for any delay or refusal to follow instructions that occur as a result of a Dispute over the ownership or control of your account. We may return checks and other items, marked "Refer to Maker" (or similar language), in the event there is a dispute or uncertainty over an account's ownership or control.

Jury Waiver and Judicial Reference - You and we each waive our respective rights to a trial before a jury in connection with any Dispute, and all Disputes shall be decided by a judge sitting without a jury, unless resolved in a judicial reference proceeding pursuant to the terms set forth below. This includes any claim by us or by you, claims brought by you as a class representative on behalf of others, and claims by a class representative on your behalf as a class member (so-called "class action" suits). This provision shall not apply if, at the time an action is brought, your account is maintained in a state where this jury trial waiver is not permitted by law. If a jury trial waiver is not permitted by applicable law, and a Dispute arises between us with respect to this Agreement, its enforcement or our services, either of us may require that it be resolved by judicial reference in accordance with California Code of Civil Procedure, Sections 638, et seq. BY AGREEING TO RESOLVE DISPUTES BY JUDICIAL REFERENCE, EACH PARTY IS GIVING UP ANY RIGHT THAT PARTY MAY HAVE TO A JURY TRIAL. The referee shall be a retired judge, agreed upon by the parties, from either the American Arbitration Association (AAA) or Judicial Arbitration and Mediation Service, Inc. (JAMS). If you and we cannot agree on the referee, the party who initially selected the reference procedure shall request a panel of ten retired judges from either AAA or JAMS, and the court shall select the referee from that panel. If AAA and JAMS are unavailable to provide this service, the court may

select a referee by such other procedures as are used by that court. The referee shall be appointed to sit with all of the powers provided by law, including the power to hear and determine any or all of the issues in the proceeding, whether of fact or of law, and to report a statement of decision. The parties agree that time is of the essence in conducting the judicial reference proceeding set forth herein. Except as otherwise provided in this paragraph, the costs of the judicial reference proceeding, including the fee for the court reporter, shall be borne equally by the parties as the costs are incurred, unless otherwise awarded by the referee. If we commence a judicial reference proceeding regarding a consumer Dispute, we will pay all referee fees, regardless of whether or not the consumer is the prevailing party in such proceeding, unless such Dispute involves a claim for damages by a consumer and is found by the referee to be frivolous. For purposes of this paragraph, "consumer Dispute" means a Dispute involving credit or services provided by us, primarily for personal, family or household purposes, in which the claim for damages is less than \$75,000. The referee shall hear all pre-trial and post-trial matters, including requests for equitable relief; prepare an award with written findings of fact and conclusions of law; and apportion costs as appropriate. The referee shall be empowered to enter equitable relief as well as legal relief, provide all temporary or provisional remedies, enter equitable orders that are binding on the parties and rule on any motion that would be authorized in a trial, including without limitation motions for summary adjudication. Judgment upon the award shall be entered in the court in which such proceeding was commenced and all parties shall have full rights of appeal. This provision will not be deemed to limit or constrain our right of offset, to obtain provisional or ancillary remedies, to interplead funds in the event of a Dispute, to exercise any security interest or lien we may hold in property, or to comply with legal process involving your accounts or other property held by us. If a third party is a party to a Dispute (such as a credit reporting agency, merchant accepting a credit card, junior lienholder or title company), each party hereto agrees to consent to including that third party in any judicial reference proceeding for resolving the Dispute with that third party.

Class Action Waiver - To the extent permitted under applicable law notwithstanding any other provision in this Agreement, each party waives the right to litigate any Dispute as a class action (either as a member of a class or as a representative) or to act as a private attorney general. The waiver in this paragraph applies whether the proceeding is in a court, in a judicial reference, or in any arbitration.

Survival - This DISPUTES Section shall survive any termination, amendment, or expiration of this Agreement, or any other relationship between the parties.

Reliance - Each party (i) certifies that no one has represented to such party that the other party would not seek to enforce a jury waiver, class action waiver, or judicial reference provision in the event of suit, and (ii) acknowledges that he, she or it and the other party have been induced to enter into this Agreement by, among other things, material reliance upon the mutual waivers, agreements, and certifications in this DISPUTES Section.

BLANK CHECKS - You must 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.

CLAIM OF LOSS - 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. In addition, any liability that we may incur for funds transferred to or intercepted by a person other than your intended payee shall be reduced by any amount or benefit ultimately received by your intended payee, directly or indirectly.

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 fees. You authorize us to deduct these fees directly from the account balance as accrued. You will pay any additional reasonable fees 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 fees or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available or from any other account you own. 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 fee or overdraft. You will also be liable for our costs to collect the deficit as well as for our reasonable attorneys' fees, whether incurred as a result of collection or in any other dispute involving your account including, but 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.

SETOFF AND SECURITY INTEREST - We may (without prior notice and when permitted by law) set off the funds in any of your accounts against any debt (whether or not matured, due, payable, in default or accelerated) or obligation that you owe us, now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. The amount of the setoff may be further limited by applicable law. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance the due date for which we properly accelerate under the note. 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. You also grant us a security interest in each account you own to secure any debt that you owe, or may owe, us now or in the future. The Bank shall also have the right to place an administrative hold on such funds pending set-off. The Bank may apply all funds in a joint ownership account to satisfy a debt owed to the Bank by any one or more of the joint owners. In addition, the Bank may, after the death of any account owner, setoff against a joint account or an account with POD beneficiaries the debts and obligations of the deceased account owner, up to the full amount in the account at the time of the account owner's death. If the Bank must use principal to satisfy the debt and the account is a time deposit, you are subject to the applicable early withdrawal penalty.

STATEMENTS - 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. 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.

TELEPHONE COMMUNICATIONS - By opening or maintaining an account or safe deposit box with us, you give us and our authorized representatives your express consent to contact you by telephone, whether cellular (mobile) phone or land line, to communicate with you about any aspect of your banking relationship with us, including without limitation debts or other obligations that may arise from time to time under this Agreement or under any agreement referenced herein. You expressly consent to use of pre-recorded or artificial voice messages, text messages, and calls made using an automatic telephone dialing systems when we contact you by telephone. Your express consent includes all telephone numbers that you provide to us for any reason, now or in the future, and permits such calls regardless of purpose.

TELEPHONE TRANSFERS - Positive identification may be required before any account information may be released or any transfers can be performed.

MONEY RESERVE AGREEMENT - This Agreement contains the terms and conditions of your Money Reserve line of credit with California Bank & Trust ("Bank" or "us"). In this Agreement, the terms "you" and "your" mean the person(s) who applied for this service and anyone authorized to use the checking account tied to the line of credit.

1. Use of Your Money Reserve Line of Credit

This service is only available as a personal line of credit to individuals. All checking account signers are required to sign the Money Reserve application and be credit approved. You can access your Money Reserve line by overdrawing your checking account. We will advance funds from your line to your checking account in \$100 increments to cover the overdraft, whether it is caused by checks, electronic fund transfers, withdrawals, returned items, service charges or other transactions. You may request a cash advance from your Money Reserve line of credit at any California Bank & Trust branch. The amount of funds requested, up to your available credit limit, will be deposited to the checking account associated with your Money Reserve line of credit.

2. Finance Charge

Finance charges begin to accrue on the day we advance funds from your Money Reserve line to your checking account. There is no grace period. Your Money Reserve line is subject to periodic finance charges. We calculate your line's periodic finance charges by applying the Average Daily Balance Method, as follows:

- a. To get the "Average Daily Balance", we take the beginning balance of your account each day, add any new advances, advance fees, and annual fees, and then subtract any payments or credits. This gives us the daily balance. Any late fees or unpaid finance charges incurred during that billing period are not included in the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "Average Daily Balance" or "Balance Subject to Finance Charge."
- b. We then multiply the "Average Daily Balance" by a daily periodic rate of .054% (which corresponds to an ANNUAL PERCENTAGE RATE of 19.80%) to determine the daily finance charge.
- c. The finance charge is recalculated daily using the updated average balance and is assessed at the end of your monthly billing cycle.

3. Transaction Fee

We impose a transaction fee of \$10 for any day that we advance new funds to your account.

4. Payments

The minimum payment due (the "Total Payment Due") each month on your Money Reserve line will be 5% of the new balance shown on your statement date or \$25, whichever is greater, plus any overlimit or past due amount. An unpaid balance of less than \$25 is payable in full by the Payment Due Date shown on your statement. You may not make any payment by drawing on the Money Reserve line itself.

We will automatically charge your checking account for the amount of the Total Payment Due on the Payment Due Date. Although you may make additional payments to us at any time, we will automatically take the full Total Payment Due (as described on your statement) on the Payment Due Date.

If your checking account does not contain sufficient available funds for the total payment that is due, we may elect not to charge your checking account for the payment, in which case you must immediately pay us the total payment due without further demand. If you make a late payment to us under such circumstances, you must notify us in writing that you are making up for a missed automatic payment. Otherwise, we may continue to charge your checking account automatically for the missed payment.

Payments received by us during regular banking hours on banking days will be credited as of the date received. Payments received later or on non-banking days may be credited as of the next banking day. Saturdays, Sundays and federal holidays are not considered banking days, even if we are open. Your payment must be in U.S. dollars and must be accompanied by your Money Reserve line account number. Do not send cash to us by mail.

5. Late Charge

Your minimum payment is due 22 days from the date of your current statement mail date. A late charge of \$10 will be assessed if payment is not received within 10 days of the Payment Due Date.

6. Promise To Pay

You promise to pay us for all advances, finance charges and fees incurred on your Money Reserve line of credit. If you pay us with a check that is returned unpaid for any reason, we may impose a handling fee of \$6. If we do not receive the Total Payment Due within 10 days of the Payment Due Date, we impose a late charge of \$10.

If there is more than one of you, each of you will have the right to use the Money Reserve line to the extent of any credit limit we establish. Each of you will be jointly and severally liable for all amounts owing on the line, including any advances made in excess of the credit limit.

Our acceptance of any payment which is less than the full amount we claim is due, or which bears a restrictive endorsement or notation (e.g., "Payment in Full"), will not be deemed a settlement of a bona fide dispute unless: (a) the payment is sent to the branch of account, Attention: Dispute Resolution; (b) the payment is accompanied by a conspicuous statement (on a separate sheet of paper from your check or statement) that identifies your account number, the basis of the dispute, and the fact that you are tendering the payment in settlement of the dispute; and (c) we do not reject the payment within a reasonable time.

7. Security Interest

Your obligations under this Agreement are not secured by any property.

8. Credit Limit

You agree not to cause or allow your Money Reserve line to exceed the credit limit we approve from time to time. The limit is reflected on your monthly checking account statement. We do not have to make an advance if it would cause your line to exceed its assigned credit limit. If we elect to advance funds in excess of your assigned limit, it will not obligate us to continue that practice in the future. We may refuse to allow you to exceed your credit limit at any time, without cause or prior notice to you.

9. Suspension/Termination

We may suspend or terminate your Money Reserve line of credit and/or demand immediate payment of the full outstanding balance of your line if: (a) any of you fails to comply with this or any other agreement with us; (b) another creditor tries to seize any of your property in our possession; (c) any of you fails to provide us with updated financial information upon request, or you provide us with information that leads us to conclude any of you are no longer creditworthy; (d) we have evidence or a reasonable belief that any of you are unable or unwilling to repay obligations owed to us; (e) we have evidence or a reasonable belief that an improper use of the associated checking account or the line has been, or may be, made; (f) your permanent address is no longer in California; (g) the checking account is closed for any reason; and/or (h) any of you dies, becomes insolvent, or is the subject of a bankruptcy, conservatorship or receivership proceeding.

If your checking account is closed, any outstanding balance on your Money Reserve line of credit is immediately due and payable. For outstanding balances equal to or greater than \$301, you may request that the balance be converted to a fixed rate, fully amortizing installment loan for a period to be determined by the Bank. The interest rate on the termed-out balance will be fixed at the rate currently charged on the Money Reserve account. All privileges under the Money Reserve Agreement will terminate; however, you will remain bound by all other provisions of the Agreement.

Any of you or we may terminate this Agreement without cause at any time by giving written notice. If the Money Reserve line of credit terminates, the entire balance and all amounts not yet billed are immediately due and payable without further notice. Each of you will continue to be liable for all sums owed on it until the outstanding balance is paid in full. In the event of any action to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to attorney's fees.

10. Entire Agreement

This document contains the entire agreement governing the Money Reserve service. It supplements, but does not supersede or change, the terms of your deposit agreement with us.

11. Amendment

We may change the terms of, add new terms to, or delete terms from this Agreement by sending a notice to any of you at the last known address shown on our records for your checking account or this line. Unless we state otherwise, balances existing on the effective date of any amendment will be subject to the terms of the amended agreement.

12. Credit Information

Each of you authorizes us to release information regarding the existence, status and history of your Money Reserve line to consumer reporting agencies and to companies that are affiliated with us. We also may provide information about your line to parties with whom you are doing business in order to facilitate your transactions. Please see our Privacy Policy for more information regarding the manner in which we gather, use and disclose information. You agree to furnish us with a current financial statement upon request, and you authorize us to check your credit and employment history from time to time. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligation.

13. Waiver/Assignment

No delay by California Bank & Trust in exercising any of its rights under this Agreement will be a waiver of that right or any other right. We may, at our discretion, waive a right on a particular occasion, but that waiver will not constitute a waiver with respect to any other occasion. You may not assign any rights or delegate any obligations under this Agreement. We may assign your line account to another lender or person.

14. California Law

The terms of this Agreement are governed by the laws of the State of California regardless of where you live and without regard to California's choice of law provisions.

15. In Case of Errors or Inquiries

Your Billing Rights. Keep this notice for future use. This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us in Case of Errors or Questions About Your Statement. If you think your statement is wrong or if you need more information about a transaction on your statement, write us on a separate sheet at the address listed on your statement. Write us as soon as possible. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information: (a) Your name and account number; (b) The dollar amount of the suspected error; and (c) Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about. You can stop the automatic payment from your checking account of any amount you think is wrong. To stop the payment, your letter must reach us three business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We Receive Your Written Notice. We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is. If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

16. Address or Employment Change

Each of you agrees to notify us of any change in your residence address or employment. You agree that we may obtain your most current residence address from the Department of Motor Vehicles and, therefore, waive your rights under Vehicle Code Section 1808.21.

