



A Financial Services Company

Business Banking

Welcome Guide

Welcome to Citizens Business Bank

On Friday, April 17, 2026, Citizens Business Bank, N.A. successfully completed the merger with Heritage Bank of Commerce. As a result of the combination of Heritage Bank of Commerce and Citizens Business Bank, you now have access to a broader and more dynamic range of financial products and services as well as the convenience of 78 Business Financial Centers located throughout California. The conversion of Heritage Bank of Commerce products and services to Citizens Business Bank products and services will take place over the holiday weekend beginning Friday, June 19, 2026, becoming available Monday, June 22, 2026. To ensure a smooth transition for you, we want to let you know about some important upcoming changes.

Please carefully review the enclosed Welcome Guide, which contains important details about how this conversion affects you, including changes to your current products and services, the names of your new financial products, and specific information regarding Citizens Business Bank's products, services, and fees. Please note that your account(s) are now governed by Citizens Business Bank's Disclosure Information and Agreement, which includes provisions relating to time limits for bringing claims, similar to those that applied to your Heritage Bank of Commerce account.

We are committed to helping you through this transition by focusing on the things that matter most to us: quality relationship banking, superior products and services, and you, our valued customer. Please visit our website at cbbank.com/HBC-Conversion for more information. If you have any questions, contact your Business Financial Center or call our Customer Service Line at 888.228.2265. We value your relationship and look forward to serving you.



A Financial Services Company

CONTENTS

Frequently Asked Questions	4
Business Banking Products and Services Comparison Charts	8
Treasury Management Products and Services Comparison Chart	34
Business Banking Products and Services	37
Treasury Management Services.....	43
Treasury Management Services Agreement.....	47
International Services Agreement.....	64
International Services Fees	67
Citizens Business Bank Disclosure Information and Agreement.....	68
Locations.....	88

Frequently Asked Questions

for former Heritage Bank of Commerce customers

Listed below are answers to some commonly asked questions regarding the merger of Heritage Bank of Commerce with Citizens Business Bank. If you have a question that is not answered below, please contact your Business Financial Center, call our Customer Service Line at 888.228.2265, or visit cbbank.com/HBC-Conversion.

How will my account change once it is moved to Citizens Business Bank?

Your accounts and services are changing. Please review the Products and Services Comparison Charts in this Welcome Guide, which outlines how your Heritage Bank of Commerce accounts and services will convert to Citizens Business Bank accounts and services. If you feel another account type or service better fits your needs, please contact your Business Financial Center. We have a wide array of accounts to choose from.

What will happen to my direct deposit and other electronic deposits and payments?

Your direct deposit and other electronic deposits and payments will automatically transfer to Citizens Business Bank. There is no action required on your part.

Beginning **Monday, June 22, 2026**, your bank account routing number will change to Citizens Business Bank's routing number (122234149). Please begin using your new routing number on Monday, June 22, 2026.

Will I be able to continue using my checks, deposit slips, and other account supplies?

Yes, you may continue to use your current supply of checks, deposit slips, and other account supplies. Please contact your Business Financial Center when it is time to reorder or call our Customer Service Line at 888.228.2265 to ensure updated checks are ordered.

How will my Credit Card be impacted?

Information on Credit Cards will be sent at a later date, and you may continue to use your existing Credit Card until further notice.

How will my ATM Card or Debit Card be impacted?

You may continue using your existing Heritage Bank of Commerce Debit/ATM card through June 21, 2026. A new Citizens Business Bank Debit Card will be mailed to you. Additional information about your new Citizens Business Bank Debit Card is provided in this Welcome Guide. If you do not receive your new debit card by **June 19, 2026**, please contact your Business Financial Center.

What will happen to reward points I've accumulated through my Heritage Bank of Commerce Debit Card?

Effective May 15, 2026, rewards points will no longer be earned under the uChoose Rewards® Debit Card Program, and the Program will be discontinued after that date. You must redeem any available points by June 15, 2026. Point balances will expire after June 15, 2026, and will no longer be available for redemption.

Will I continue to receive monthly bank account statements?

There will be no change in the delivery of your bank account statements.

However, you will receive a separate paper statement (a cutoff statement) that will cover your bank account from the end of your last statement cycle through the end of the day, Thursday, June 18, 2026. Your first Citizens Business Bank account statement will begin on Friday, June 19, 2026, and proceed through the end of your regular statement cycle.

If you currently receive paper bank account statements that include check images, an additional fee will apply, which is detailed later in this Welcome Guide. To avoid fees for paper statements with check images, two options are available:

- 1. Enroll in E-Statements:** Online Banking users automatically receive bank statements electronically. Opting into E-Statements turns off paper statements. If you only receive statements through Online Banking, these electronic statements (with or without check images) are available at no charge. If you've already turned off paper statements, there is nothing more to do. Consumer customers can opt-in to E-Statements through Online Banking. Business customers can contact their Business Financial Center to request E-Statements.
- 2. Exclude check images from paper statements:** Contact your Business Financial Center to exclude check images from your bank statements. Paper statements without check images are available at no charge and images are available through Online Banking.

Will I continue to receive monthly account analysis statements?

Contact your local Business Financial Center to receive a copy of your monthly account analysis statement.

Will my Safe Deposit Box be affected?

Your safe deposit box will not change, and the existing safe deposit box agreement will remain in effect. Please see Safe Deposit Box pricing later in this booklet.

Will my Online Banking services, including Mobile Banking, Mobile Deposit, Remote Deposit Capture (RDC), Bill Pay, and Positive Pay services be affected?

Your Online Banking services will be changing. These changes will be outlined in a separate communication for Business Online Banking and Treasury Management products.

What happens to payments I have scheduled in Bill Pay?

Scheduled and future-dated payments established in Online Banking Bill Pay will be converted to your new Bill Pay service. Bill Pay changes will be outlined in a separate communication for Business Online Banking and Treasury Management products.

Will my armored carrier, Lockbox, Cash Vault, or Merchant Bankcard processing services be affected?

Your armored carrier, Lockbox, Cash Vault, and Merchant Bankcard processing services will not change, and will continue without interruption.

Will additional information be provided to specialty banking customers, such as HOA, 1031 Exchange, title, and escrow companies?

Yes, a separate mailing will provide additional information about specific products and services pertaining to the HOA, 1031 Exchange, title, and escrow industries.

Will my loan interest rate change?

Your interest rate and all terms and conditions of your original loan agreement will remain unchanged through the maturity date or a rate reset date according to your current loan terms.

Will my loan payment due date change?

The payment due date and all terms and conditions of your original agreement will remain the same.

Where do I send my loan payments?

Beginning Monday, June 22, 2026, loan payments can be mailed to Citizens Business Bank, P.O. Box 4118, Ontario, CA 91761. Alternatively, you may make your payment in any of our 78 Business Financial Center locations. To set up automatic loan payments, please contact our Customer Service Line at 888.228.2265. If you are an Online Banking user, you may use the Account Transfer feature to make a loan payment*.

**For eligible loan types.*

Will I need to sign a new agreement for Treasury Management services?

Treasury Management services customers will not be required to sign a new agreement. The Citizens Business Bank Treasury Management Agreement (“Agreement”) included within this Welcome Guide details the terms of the Treasury Management services offered by Citizens Business Bank and supersedes and replaces the Heritage Bank of Commerce Treasury Management Agreement.

For customers initiating wire transfers by fax, or walk-in requests through a banking office, your Business Financial Center will contact you to complete a new wire transfer agreement.

Where can I find contact information about Citizens Business Bank?

You can visit us at **cbbank.com** or contact your Business Financial Center for additional details.

Will I be able to access my account by phone?

Yes, you may continue to use your existing Telephone Banking service through Thursday, June 18, 2026. Beginning Monday, June 22, 2026, the Telephone Banking number will change to **888.228.2265**, option **1**. On your first time login, you will be required to enter your account number and the last four digits of your Tax ID number. You will then be prompted to change your password.

How will this affect my banking relationship?

In most cases, your Relationship Manager and team of bankers will remain the same. Citizens Business Bank is dedicated to serving you by building long-term relationships, providing quality financial services, and creating solutions customized to your needs. We look forward to getting to know you and assisting you with all of your financial service needs.

I have IntraFi Cash Service (ICS) Sweep deposit service. How will my service be affected?

As part of the conversion of former Heritage Bank of Commerce (“HBC”) customers to Citizens Business Bank, N.A. (“CBB”), your deposit accounts and related services are being transitioned to CBB’s systems, including CBB’s IntraFi Cash Service (“ICS”) deposit service. ICS is designed to help eligible customers access expanded FDIC insurance coverage by allocating qualifying deposit balances across participating network institutions, while you continue to bank directly with CBB and receive consolidated reporting. Effective as of the conversion date, the following changes apply:

- 1. Sweep methodology and processing.** All former HBC customer Demand Deposit Account (DDA) and Money Market Deposit Account (MMDA) ICS sweeps will be calculated using your available balance (not your ledger balance), meaning sweep activity will be based on your funds available for use. In addition, ICS sweep activity will be subject to a minimum target/threshold balance of \$250,000, with same-day deposits processed only if received by 10:00 a.m. Pacific Time.
- 2. Interest on swept balances.** Effective Monday, June 22, 2026, balances swept from your deposit account into your ICS DDA account will no longer earn interest, but ICS Money Market accounts will continue to earn interest. Please note that interest on ICS DDA sweep balances, if previously offered, was a discretionary pricing feature and not a standard term for participating in the ICS service. Consistent with your applicable deposit account agreement and CBB disclosure agreement, as well as ICS service disclosures, CBB is authorized to amend or discontinue interest and pricing features from time to time with appropriate notice. This change applies solely to the payment of interest on swept ICS DDA balances and does not affect your eligibility to participate in ICS, the manner in which funds are swept or allocated, your access to funds, or FDIC insurance coverage, and your underlying deposit account will otherwise continue to operate under its existing terms.

Please note that by continuing to maintain your account(s) and/or use the ICS service after conversion (and, with respect to the interest change, after the effective date), you acknowledge and agree that you have accepted the converted systems and the terms and conditions, disclosures, and fee schedules under which CBB offers and administers the ICS service (and any related account and deposit terms and disclosures). If you have questions regarding how these changes may impact your accounts, please contact your CBB Relationship Manager or Treasury Management Officer.

Deposit placement through CDARS or ICS® is subject to the terms, conditions, and disclosures in applicable agreements. Although deposits are placed in increments that do not exceed the FDIC standard maximum deposit insurance amount (“SMDIA”) at any one destination bank, a depositor’s balances at the institution that places deposits may exceed the SMDIA (e.g., before settlement for deposits or after settlement for withdrawals) or be uninsured (if the placing institution is not an insured bank). The depositor must make any necessary arrangements to protect such balances consistent with applicable law and must determine whether placement through CDARS or ICS® satisfies any restrictions on its deposits. A list identifying IntraFi network banks appears at <https://www.intrafi.com/network-banks>. The depositor may exclude banks from eligibility to receive its funds. IntraFi and ICS® are registered service marks, and the IntraFi hexagon and IntraFi logo are service marks, of IntraFi Network LLC.

BUSINESS BANKING PRODUCTS AND SERVICES COMPARISON CHARTS

Citizens Business Bank offers a wide array of financial products and services to meet your business banking needs. The following Business Banking Products and Services Comparison Charts identify your current Heritage Bank of Commerce Bank products and services and outlines how your account(s) will convert into Citizens Business Bank products and services, effective **Monday, June 22, 2026**. If you are unsure what account(s) you currently have, please refer to your monthly statement where the account name appears in the beginning of the Summary of Accounts section for checking, money market and savings.

Please note that features, fees, and minimum balance requirements between each bank's corresponding products may differ, and fees may occur where previously there were none. It is important that you review the enclosed Business Banking Products and Services, Disclosure Information and Agreement, International Services Agreement, and Treasury Management Fees and Agreement. Contact your Business Financial Center or call 888.228.2265 for current interest rates and annual percentage yields.



FORMER Account Name	NEW Account Name
Basic Business Checking	Business Checking
Business Checking Bundle	Business Checking
(FBB) Business Checking	Business Checking
Basic Business Interest Checking	Investment Checking
Business Interest Checking	Investment Checking
Business Interest Checking Bundle	Investment Checking
Business Checking	Analysis Business Plan
Business Interest Checking - Analyzed	Analysis Business Plan
Business Money Market	Premium Money Market
Business Venture Money Market	Premium Money Market
Legacy Checking	Business Checking
Legacy Checking Analyzed	Analysis Business Plan
Premium Legacy	Investment Checking
Premium Legacy Analyzed	Investment Checking
State Bar Interest Checking	Attorney Client Trust
Bankruptcy Checking	Business Checking
Bankruptcy Money Market	Premium Money Market
Business Savings	Business Savings
Certificate of Deposit*	Certificate of Deposit Accounts
Business ATM/Debit Card	Business Debit Card
Safe Deposit Box	Safe Deposit Box

**Citizens Business Bank will honor existing Heritage Bank of Commerce Certificate of Deposit (COD) rates and maturity periods until maturity; however, an early withdrawal penalty of \$25.00 + 1% of the amount withdrawn will apply on all Heritage Bank of Commerce COD accounts after account conversion.*

BUSINESS CHECKING

HERITAGE
BANK OF COMMERCE



Account Name	Basic Business Checking	Business Checking
Monthly Service Charge	Variable monthly fee based on average daily balance: \$2,500.00 or less: \$20.00 \$2,500.01 to \$5,000.00: \$15.00 \$5,000.01 to \$10,000.00: \$10.00 \$10,000.01 to \$20,000.00: \$5.00 \$20,000.01 or greater: No charge	\$18.00
Balance Requirement to Avoid Monthly Service Charge	\$20,000.01 average daily balance	\$6,000.00 minimum daily balance or \$12,000.00 minimum average daily balance
Account Information	Included: 25 deposits, 100 checks	Included: 150 debits, 25 deposits, and 250 deposited items; 50 electronic credits; and \$5,000.00 currency/coin deposited/furnished
Excess volume fees (for activity that exceeds limits stated in Account Information above)	\$1.75 per deposit \$0.20 per check paid	\$0.30 per debit \$2.00 per deposit \$0.15 per deposited item \$2.00 per \$1,000.00 currency deposited/furnished* \$0.25 per electronic credit <i>*Currency/coin deposited/furnished excess volume fee does not apply to customers with Cash Vault Services.</i>
Other Business Activity Fees	See BUSINESS GENERAL FEES comparison later in this guide	See BUSINESS GENERAL FEES comparison later in this guide



BUSINESS CHECKING (continued)

HERITAGE
BANK OF COMMERCE

 **CITIZENS**
BUSINESS BANK

Account Name	Business Checking Bundle	Business Checking
Monthly Service Charge	\$75.00. Includes up to 3 accounts. Optional: additional accounts over 3 for \$30.00 each per month.	\$18.00 per account
Balance Requirement to Avoid Monthly Service Charge	\$200,000.00 average combined daily balance	\$6,000.00 minimum daily balance or \$12,000.00 minimum average daily balance
Account Information	Included: 25 deposits, 100 deposited items, 100 checks paid, 100 ACH debits/credits, 5 outgoing online domestic wire transfers, 1 incoming wire transfer, 80 ACH originated credits, 2 online stop payments, and 50 remote deposited items	Included: 150 debits, 25 deposits, 250 deposited items, 50 electronic credits, and \$5,000.00 currency/coin deposited/furnished
Excess volume fees (for activity that exceeds limits stated in Account Information above)	\$1.75 per deposit \$0.17 per deposited item \$0.20 per check paid \$0.18 per ACH Debit/Credit \$25.00 per outgoing online domestic wire \$15.00 per incoming wire transfer \$0.16 per ACH originated credit \$30.00 per online stop payment	\$0.30 per debit \$2.00 per deposit \$0.15 per deposited item \$2.00 per \$1,000.00 currency deposited/furnished* \$0.25 per electronic credit <i>*Currency/coin deposited/furnished excess volume fee does not apply to customers with Cash Vault Services.</i>
Other Business Activity Fees	See BUSINESS GENERAL FEES comparison later in this guide	See BUSINESS GENERAL FEES comparison later in this guide

BUSINESS CHECKING (continued)

		
Account Name	(FBB) Business Checking	Business Checking
Monthly Service Charge	\$15.00	\$18.00
Balance Requirement to Avoid Monthly Service Charge	\$2,500.00 minimum daily balance or \$10,000.00 in a Certificate of Deposit	\$6,000.00 minimum daily balance or \$12,000.00 minimum average daily balance
Account Information	N/A	Included: 150 debits, 25 deposits, 250 deposited items, 50 electronic credits, and \$5,000.00 currency/coin deposited/furnished
Excess volume fees (for activity that exceeds limits stated in Account Information above)	Subject to review for high volume cash activity or other high volume or non-standard activity	\$0.30 per debit \$2.00 per deposit \$0.15 per deposited item \$2.00 per \$1,000.00 currency deposited/furnished* \$0.25 per electronic credit <i>*Currency/coin deposited/furnished excess volume fee does not apply to customers with Cash Vault Services.</i>
Other Business Activity Fees	See BUSINESS GENERAL FEES comparison later in this guide	See BUSINESS GENERAL FEES comparison later in this guide

BUSINESS CHECKING (continued)

HERITAGE
BANK OF COMMERCE

 **CITIZENS**
BUSINESS BANK

Account Name	Basic Business Interest Checking	Investment Checking
Monthly Service Charge	Variable monthly service fee based on average daily balance: \$2,500.00 or less: \$25.00 \$2,500.01 to \$5,000.00: \$20.00 \$5,000.01 to \$10,000.00: \$15.00 \$10,000.01 to \$20,000.00: \$10.00 \$20,000.01 to \$30,000.00: \$5.00 \$30,000.01 or greater: No monthly service charge	\$18.00
Balance Requirement to Avoid Monthly Service Charge	\$30,000.01 average daily balance	\$5,000.00 minimum daily balance or \$7,500.00 or more average daily balance
Debit fee	Included: 25 deposits, 100 checks	\$0.50 per debit
Excess volume fees (for activity that exceeds limits stated in Account Information above)	\$1.75 per deposit \$0.20 per check paid	N/A
Minimum Balance to Earn Interest	\$2,500.00	\$2,500.00
Interest Rate Tiers	Less than \$2,500.00 \$2,500.00 to \$24,999.99 \$25,000.00 and over	Less than \$2,500.00 \$2,500.00 and over Balances over \$1,000,000 are subject to negotiated rates and terms
Interest Method	Compounded daily	Simple on daily collected balance, compounded monthly
Interest Paid	Monthly	Monthly
Other Business Activity Fees	See BUSINESS GENERAL FEES comparison later in this guide	See BUSINESS GENERAL FEES comparison later in this guide



BUSINESS CHECKING (continued)

HERITAGE
BANK OF COMMERCE



 **CITIZENS**
BUSINESS BANK



Account Name	Business Interest Checking	Investment Checking
Monthly Service Charge	\$15.00	\$18.00
Balance Requirement to Avoid Monthly Service Charge	\$5,000.00 minimum daily balance or \$7,500.00 average daily balance	\$5,000.00 minimum daily balance or \$7,500.00 or more average daily balance
Debit fee	N/A	\$0.50 per debit
Minimum Balance to Earn Interest	\$2,500.00	\$2,500.00
Interest Rate Tiers	Less than \$2,500.00 \$2,500.00 and over	Less than \$2,500.00 \$2,500.00 and over Balances over \$1,000,000 are subject to negotiated rates and terms
Interest Method	Compounded daily	Simple on daily collected balance, compounded monthly
Interest Paid	Monthly	Monthly
Other Business Activity Fees	See BUSINESS GENERAL FEES comparison later in this guide	See BUSINESS GENERAL FEES comparison later in this guide

BUSINESS CHECKING (continued)

		
Account Name	Business Interest Checking Bundle	Investment Checking
Monthly Service Charge	\$75.00. Includes up to 3 accounts. Optional: additional accounts over 3 for \$30.00 each per month,	\$18.00
Balance Requirement to Avoid Monthly Service Charge	\$250,000.00 average combined daily balance	\$5,000.00 minimum daily balance or \$7,500.00 minimum average daily balance
Debit Fee	N/A	\$0.50 per debit
Excess volume fees (for activity that exceeds limits stated in Account Information above)	\$1.75 per deposit \$0.17 per deposited item \$0.20 per check paid \$0.18 per ACH Debit/Credit \$25.00 per outgoing online domestic wire \$15.00 per incoming wire transfer \$0.16 per ACH originated credit \$30.00 per online stop payment	N/A
Minimum Balance to earn interest	\$2,500.00	\$2,500.00
Interest Rate Tiers	Less than \$2,500.00 \$2,500.00 - \$24,999.99 \$25,000.00 and over	Less than \$2,500.00 \$2,500.00 and over Balances over \$1,000,000 are subject to negotiated rates and terms
Interest Method	Compounded daily	Simple on daily collected balance, compounded monthly
Interest Paid	Monthly	Monthly
Other Business Activity Fees	See BUSINESS GENERAL FEES comparison later in this guide	See BUSINESS GENERAL FEES comparison later in this guide

BUSINESS CHECKING (continued)

			
Account Name	Business Checking	Analysis Business Plan	
Monthly Service Charge	\$26.00	\$27.00	
Balance Requirement to Avoid Monthly Service Charge	Additional fees based on account activity - all fees can be offset with monthly earnings credit	Varies, based on earnings credit versus account Activity	
Account Information	Unlimited activity, but all activity subject to analysis fees	Unlimited activity, but all activity subject to analysis fees	
Earnings Credit Information	Calculated on average collected balance	Calculated on net collected balance	
Analysis Fees	See BUSINESS GENERAL FEES and ANALYSIS BUSINESS PLAN FEES comparisons later in this guide	See BUSINESS GENERAL FEES and ANALYSIS BUSINESS PLAN FEES comparisons later in this guide	

			
Account Name	Business Interest Checking - Analyzed	Analysis Business Plan	
Monthly Service Charge	\$26.00	\$27.00	
Balance Requirement to Avoid Monthly Service Charge	Additional fees based on account activity - all fees can be offset with monthly earnings credit	Varies, based on earnings credit versus account activity	
Account Information	Unlimited activity, but all activity subject to analysis fees	Unlimited activity, but all activity subject to analysis fees	
Earnings Credit information	Calculated on average collected balance	Calculated on net collected balance	
Analysis Fees	See BUSINESS GENERAL FEES and ANALYSIS BUSINESS PLAN FEES comparisons later in this guide	See BUSINESS GENERAL FEES and ANALYSIS BUSINESS PLAN FEES comparisons later in this guide	
Minimum Balance to Earn Interest	\$2,500.00	N/A	
Interest Rate Tiers	Less than \$2,500.00 \$2,500.00 and over	N/A	
Interest Method	Compounded daily	N/A	
Interest Paid	Monthly	N/A	
Other Business Activity Fees	See BUSINESS GENERAL FEES comparison later in this guide	See BUSINESS GENERAL FEES comparison later in this guide	

BUSINESS CHECKING (continued)



			
Account Name	Business Money Market	Premium Money Market	
Monthly Service Charge	\$15.00	\$15.00	
Balance Requirement to Avoid Monthly Service Charge	\$2,500.00 minimum daily balance or \$5,000.00 minimum average daily balance	\$5,000.00 or more average daily balance	
Deposit fee	None	\$1.00 per deposit over 10 per month	
Excess Debit fee (per debit over 6 preauthorized, automatic or telephone transfers, checks, drafts, and debit card or similar transactions)	None	\$15.00	
Minimum Balance to Earn Interest	\$0.01	\$0.01	
Interest Rate Tiers	\$0.00 - \$24,999.99 \$25,000.00 - \$49,999.99 \$50,000.00 - \$99,999.99 \$100,000.00 - \$249,999.99 \$250,000.00 - \$499,999.99 \$500,000.00 and over	Less than \$10,000.00 \$10,000.00 - \$49,999.99 \$50,000.00 - \$99,999.99 \$100,000.00 - \$249,999.99 \$250,000.00 - \$499,999.99 \$500,000.00 and over	
Interest Method	Compounded daily	Simple on daily collected balance, compounded monthly	
Interest Paid	Monthly	Monthly	
Other Business Activity Fees	See BUSINESS GENERAL FEES comparison later in this guide	See BUSINESS GENERAL FEES comparison later in this guide	



BUSINESS CHECKING (continued)





Account Name	Business Venture Money Market	Premium Money Market
Monthly Service Charge	\$25.00	\$15.00
Balance Requirement to Avoid Monthly Service Charge	\$25,000.00 minimum daily balance or \$50,000.00 average daily balance	\$5,000.00 or more average daily balance
Deposit fee	None	\$1.00 per deposit over 10 per month
Excess Debit fee (per debit over 6 preauthorized, automatic or telephone transfers, checks, drafts, and debit card or similar transactions)	None	\$15.00
Minimum Balance to Earn Interest	\$0.01	\$0.01
Interest Rate Tiers	\$0.00 - \$499,999.99 \$500,000.00 - \$999,999.99 \$1,000,000.00 - \$1,999,999.99 \$2,000,000.00 - \$3,999,999.99 \$4,000,000.00 - \$5,999,999.99 \$6,000,000.00 and over	Less than \$10,000.00 \$10,000.00 - \$49,999.99 \$50,000.00 - \$99,999.99 \$100,000.00 - \$249,999.99 \$250,000.00 - \$499,999.99 \$500,000.00 and over
Interest Method	Compounded daily	Simple on daily collected balance, compounded monthly
Interest Paid	Monthly	Monthly
Other Business Activity Fees	See BUSINESS GENERAL FEES comparison later in this guide	See BUSINESS GENERAL FEES comparison later in this guide

BUSINESS CHECKING (continued)

			
Account Name	Legacy Checking	Business Checking	
Monthly Service Charge	\$0.00	\$18.00	
Balance Requirement to Avoid Monthly Service Charge	N/A	\$6,000.00 minimum daily balance or \$12,000.00 minimum average daily balance	
Account Information	<p>Included: Free Official Checks, first order of standard checks free or cost applied to special orders, and a 50% discount on a Safe Deposit Box.</p> <p>This account includes unlimited deposits, ACH debits/credits and check writing privileges with no fee for Bill Pay.</p>	<p>Included: 150 debits, 25 deposits, 250 deposited items, up to 50 electronic credits, and up to \$5,000.00 currency/coin deposited/furnished.</p>	
Excess volume fees (for activity that exceeds limits stated in Account Information above)	Unusual levels of activity or special service requests may be subject to review. Activity of this type may cause the account to incur analyzed charges.	<p>\$0.30 per debit \$2.00 per deposit \$0.15 per deposited item \$2.00 per \$1,000.00 currency deposited/furnished* \$0.25 per electronic credit</p> <p><i>*Currency/coin deposited/furnished excess volume fee does not apply to customers with Cash Vault Services.</i></p>	
Other Business Activity Fees	See BUSINESS GENERAL FEES comparison later in this guide	See BUSINESS GENERAL FEES comparison later in this guide	

			
Account Name	Legacy Checking Analyzed	Analysis Business Plan	
Monthly Service Charge	\$0.00	\$27.00	
Balance Requirement to Avoid Monthly Service Charge	Additional fees based on account activity - all fees can be offset with monthly earnings credit	Varies, based on earnings credit versus account activity	
Account Information	Unlimited activity, but all activity subject to analysis fees	Unlimited activity, but all activity subject to analysis fees	
Earnings Credit Information	Calculated on average balance	Calculated on net collected balance	
Analysis Fees	See BUSINESS GENERAL FEES and ANALYSIS BUSINESS PLAN FEES comparisons later in this guide	See BUSINESS GENERAL FEES and ANALYSIS BUSINESS PLAN FEES comparisons later in this guide	

BUSINESS CHECKING (continued)

		
Account Name	Premium Legacy	Investment Checking
Monthly Service Charge	\$0.00	\$18.00
Balance Requirement to Avoid Monthly Service Charge	N/A	\$5,000.00 minimum daily balance or \$7,500.00 or more average daily balance
Account Information	Includes: unlimited deposits, ACH debits/credits, and check writing privileges, and no fee for Bill Pay.	There are no usage restrictions for this account.
Debit Fee	None	\$0.50 per debit
Minimum Balance to Earn Interest	\$2,500.00	\$2,500.00
Interest Rate Tiers	Less than \$2,500.00 \$2,500.00 - \$99,999.99 \$100,000.00 and over	Less than \$2,500.00 \$2,500.00 and over Balances over \$1,000,000 are subject to negotiated rates and terms
Interest Method	Compounded daily	Simple on daily collected balance, compounded monthly
Interest Paid	Monthly	Monthly
Other Business Activity Fees	See BUSINESS GENERAL FEES comparison later in this guide	See BUSINESS GENERAL FEES comparison later in this guide



BUSINESS CHECKING (continued)

HERITAGE
BANK OF COMMERCE

 **CITIZENS**
BUSINESS BANK

Account Name	Premium Legacy Analyzed	Investment Checking
Monthly Service Charge	\$0.00	\$18.00
Balance Requirement to Avoid Monthly Service Charge	Additional fees based on account activity - all fees can be offset with monthly earnings credit	\$5,000.00 minimum daily balance or \$7,500.00 or more average daily balance
Account Information	Unlimited activity, but all activity subject to analysis fees	There are no usage restrictions for this account.
Debit fee	None	\$0.50 per debit
Earnings Credit Information	Calculated on average balance	N/A
Minimum Balance to Earn Interest	\$2,500.00	\$2,500.00
Interest Rate Tiers	Less than \$2,500.00 \$2,500.00 - \$99,999.99 \$100,000.00 and over	Less than \$2,500.00 \$2,500.00 and over Balances over \$1,000,000 are subject to negotiated rates and terms
Interest Method	Compounded daily	Simple on daily collected balance, compounded monthly
Interest Paid	Monthly	Monthly
Other Business Activity Fees	See BUSINESS GENERAL FEES comparison later in this guide	See BUSINESS GENERAL FEES comparison later in this guide

BUSINESS CHECKING (continued)

 		
Account Name	State Bar Interest Checking / Attorney Client/State Bar Trust Account	Attorney Client Trust / Lawyer's Trust Account
Monthly Service Charge	\$0.00	\$18
Balance Requirement to Avoid Monthly Service Charge	N/A	\$5,000.00 minimum daily balance or \$7,500.00 or more average daily balance
Deposit fee	None	N/A
Excess Debit fee (per debit over 6 preauthorized, automatic or telephone transfers, checks, drafts, and debit card or similar transactions)	None	\$0.50 per debit
Minimum Balance to Earn Interest	\$0.01	\$5,000.00
Interest Rate Tiers	Less than \$25,000.00 \$25,000.00 - \$49,999.99 \$50,000.00 - \$99,999.99 \$100,000.00 - 249,999.99 \$250,000.00 - \$499,999.99 \$500,000.00 and over	Less than \$5,000 \$5,000 - \$9,999 \$10,000 - \$24,999 \$25,000 - \$49,999 \$50,000 - \$99,999 \$100,000 and over
Interest Method	Compounded daily	Simple on daily collected balance, compounded monthly
Interest Paid	Monthly	Monthly
Other Business Activity Fees	See BUSINESS GENERAL FEES comparison later in this guide	See BUSINESS GENERAL FEES comparison later in this guide

BANKRUPTCY CHECKING

HERITAGE
BANK OF COMMERCE

 **CITIZENS**
BUSINESS BANK

Account Name	Bankruptcy Checking	Business Checking
Monthly Service Charge	\$26.00	\$18.00
Balance Requirement to Avoid Monthly Service Charge	Additional fees based on account activity – all fees can be offset with monthly earnings credit	\$6,000.00 minimum daily balance or \$12,000.00 minimum average daily balance
Account Information	Non-interest-bearing checking account designed for Bankruptcy clients. Unlimited activity, but all activity subject to analysis fees	Included: 150 debits, 25 deposits, and 250 deposited items; 50 electronic credits; and \$5,000.00 currency/coin deposited/furnished
Excess volume fees (for activity that exceeds limits stated in Account Information above)	Unusual levels of activity or special service requests may be subject to review. Activity of this type may cause the account to incur analyzed charges.	\$0.30 per debit \$2.00 per deposit \$0.15 per deposited item \$2.00 per \$1,000.00 currency deposited/furnished* \$0.25 per electronic credit *Currency/coin deposited/furnished excess volume fee does not apply to customers with Cash Vault Services.
Earnings Credit Information	Calculated on average collected balance	N/A
Analysis Fees	See BUSINESS GENERAL FEES and ANALYSIS BUSINESS PLAN FEES comparisons later in this guide	N/A
Other Business Activity Fees	See BUSINESS GENERAL FEES and ANALYSIS BUSINESS PLAN FEES comparisons later in this guide	See BUSINESS GENERAL FEES and ANALYSIS BUSINESS PLAN FEES comparisons later in this guide

BANKRUPTCY MONEY MARKET

			
Account Name	Bankruptcy Money Market	Premium Money Market	
Monthly Service Charge	\$15.00	\$15.00	
Balance Requirement to Avoid Monthly Service Charge	\$2,500.00 minimum daily balance or \$5,000.00 minimum average daily balance	\$5,000.00 or more average daily balance	
Account Information	Interest-bearing Money Market account available to Bankruptcy clients.	Tiered-rate, interest-bearing, limited transaction account for businesses.	
Excess Debit fee (per debit over 6 preauthorized, automatic or telephone transfers, checks, drafts, and debit card or similar transactions)	None	\$15.00	
Minimum Balance to Earn Interest	\$0.01	\$0.01	
Interest Rate Tiers	Under \$25,000.00 \$25,000.00 - \$49,999.99 \$50,000.00 - \$99,999.99 \$100,000.00 - \$249,999.99 \$250,000.00 - \$499,999.99 \$500,000.00 and over	Less than \$10,000.00 \$10,000.00 - \$49,999.99 \$50,000.00 - \$99,999.99 \$100,000.00 - \$249,999.99 \$250,000.00 - \$499,999.99 \$500,000.00 and over	
Interest Method	Compounded daily	Simple on daily collected balance, compounded monthly	
Interest Paid	Monthly	Monthly	
Other Business Activity Fees	See BUSINESS GENERAL FEES comparison later in this guide	See BUSINESS GENERAL FEES comparison later in this guide	

BUSINESS SAVINGS

HERITAGE
BANK OF COMMERCE

 **CITIZENS**
BUSINESS BANK

Account Name	Business Savings	Business Savings
Monthly Service Charge	\$5.00	\$4.00
Balance Requirement to Avoid Monthly Service Charge	\$1,000.00 minimum daily balance	\$1,000.00 average monthly collected balance
Excess Debit fee (per debit over 6 preauthorized, automatic or telephone transfers, checks, drafts, and debit card or similar transactions)	None	\$5.00 per debit over 6 if minimum average monthly balance of \$1,000 is not maintained
Minimum Balance to Earn Interest	\$100.00	\$500.00 minimum daily collected balance
Balance Tiers (for interest calculation)	Less than \$100.00 \$100.00 and over	Less than \$500.00 \$500.00 and over
Interest Method	Compounded daily	Simple, on daily collected balance, compounded quarterly
Interest Paid	Monthly	Quarterly



CERTIFICATE OF DEPOSIT



Account Name	Certificate of Deposit*	Certificate of Deposit Accounts
Early Withdrawal Penalty	<p>Maturity terms 14-30 Days, penalty equals 7 days' interest</p> <p>Maturity terms 31 - 364 days, penalty equals 30 days' interest</p> <p>Maturity terms 1 year or greater, penalty equals 90 days' interest</p>	<p>\$25.00 + 1% of amount withdrawn (regardless of term)</p> <p>For withdrawals made within the first six days of the certificate issue date, a penalty of 1% of the principal balance will be imposed if you withdraw any or all of the deposited funds before the maturity date.</p>
Minimum Balance to Earn Interest	<p>\$100,000.00 on maturities 14 - 30 days</p> <p>\$2,500.00 on maturities 31 days and over</p>	<p>\$100,000.00 on maturities 7-29 days</p> <p>\$10,000.00 on maturities 30 days and over</p>
Interest Rate Tiers	<p><u>14 to 30 Days</u></p> <p>\$100,000.00 and over</p> <p><u>30 Days and over</u></p> <p>\$2,500.00 - \$99,999.99</p> <p>\$100,000.00 and over</p>	<p><u>7 to 29 Days</u></p> <p>Less than \$100,000.00</p> <p>\$100,000.00 and over</p> <p><u>30 Days and Over</u> Less than \$10,000.00</p> <p>\$10,000.00 - \$49,999.99</p> <p>\$50,000.00 - \$99,999.99</p> <p>\$100,000.00 and over</p>
Interest Method	Compounded daily	Compounded daily, on daily collected balance
Interest Paid	Monthly, quarterly or at maturity, at least annually	Monthly, quarterly or at maturity, at least annually
Renewal Policies	<p>Account automatically renews at maturity date for the same term and earns interest at the rate in effect on the maturity date.</p> <p>You have a grace period of 10 calendar days after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty.</p> <p>Interest accrued during this period will not be paid on funds withdrawn.</p>	<p>The account automatically renews as of the maturity date for the same term and earns interest at the rate in effect on the maturity date, unless you deposit or withdraw funds during the grace period.</p> <p>The grace period is two (2) business days for CODs with terms of twenty-nine (29) days or less and ten (10) calendar days for CODs with longer terms, beginning on the maturity date. If you withdraw all of your funds during the grace period, your account will cease earning interest as of the maturity date. You may also change the length of the term one-time during a grace period.</p>

*Citizens Business Bank will honor existing Heritage Bank of Commerce Certificate of Deposit (COD) account rates and maturity periods until maturity; however, an early withdrawal penalty of \$25 + 1% of the amount withdrawn will apply on all Heritage Bank of Commerce COD accounts after account conversion.

BUSINESS AUTOMATED TELLER MACHINE (ATM)/DEBIT CARD LIMITS AND GENERAL INFORMATION

 		
Business Debit Card	Visa® Debit Card default limits	Mastercard® Business Debit Card default limits
ATM Cash Withdrawal Limit	Tier 1: \$525; Tier 2: \$0 Tier 3: Approved custom limits	\$500.00
Point of Sale (POS) Limit	Tier 1 & 2: \$1,000 Tier 3: Approved custom limits	\$3,000.00
Credit/Signature (non-pinned) Limit	Tier 1 & 2: \$2,500 Tier 3: Approved custom limits	\$3,000.00
For All Card Types		
ATM Deposit Cutoff	5:00 PM	4:30 PM
ATM Contact Information	800-992-3808	888.228.2265 (Beginning Monday, June 22, 2026)
Type of Debit Card	Visa®	Mastercard®
Reporting a Lost or Stolen Card	833.221.8633	888.228.2265 (Beginning Monday, June 22, 2026)

Please see Article 9 – Electronic Fund Transfers of the Citizens Business Bank Disclosure Information and Agreement for full details on applicable protections and liabilities for card transactions.

SAFE DEPOSIT BOXES

HERITAGE
BANK OF COMMERCE

 **CITIZENS**
BUSINESS BANK

BOX SIZES	FORMER FEES	NEW FEES
2 x 5	\$30.00 per year	\$35.00 per year
3 x 5	\$50.00 per year	\$45.00 per year
4 x 5	\$75.00 per year	\$50.00 per year
5 x 5	\$85.00 per year	\$60.00 per year
2.5 x 10	\$45.00 per year	\$70.00 per year
3 x 10	\$100.00 per year	\$70.00 per year
5 x 10	\$150.00 per year	\$110.00 per year
6 x 10	\$200.00 per year	\$110.00 per year
9 x 10	\$250.00 per year	\$120.00 per year
10 x 10	\$300.00 per year	\$140.00 per year
Key Deposit	No charge	No charge
Key Replacement	\$25.00 per key	\$20.00 per key
Forced Entry	\$200.00 per force	\$100.00 per force + costs

BUSINESS GENERAL FEES

HERITAGE
BANK OF COMMERCE



SERVICES	FORMER FEES	NEW FEES
Account Closure Fee	\$20.00 (opened less than 90 days)	\$25.00 per account (opened less than 90 days)
Business Deposit Courier Service	Varies by Courier Service	Varies by Courier Service
Business Online Banking	<i>(see Treasury Management Services Schedule of Standard Fees)</i>	
Check cashing		
Non-customer - Payee Fee (up to \$5,000)	\$5.00	\$7.00 per check
Non-customer - Customer Fee	No charge	\$2.00 per check
Check Printing	Prices vary	Prices vary
Collections		
Chexsystems Collection Fee	\$75.00	Not offered
Domestic Incoming/Outgoing	\$25.00 per item plus all charges imposed on us by another Financial Institution \$15.00 returned unpaid fee	\$35.00 per item
International Incoming/Outgoing	\$25.00 per item plus all charges imposed on us by another Financial Institution \$15.00 returned unpaid fee	Various - See "Import Collections" in International Services and Fees
Photocopy	\$4.00 per copy	\$5.00 per copy
Counter Check	No charge	\$1.00 per check
Credit Verification / Verification of Deposit (VOD)	No charge	\$25.00 per verification by mail
Deposit Account Control Agreement (DACA)		
Standard Agreement	\$1,000.00	N/A
Non-Standard Agreement	\$2,500.00 plus an additional \$625/hour for legal review	N/A
Monthly Fees per Account (upon notification of the change in Control):		
Monthly Balance Remittance	\$50.00	N/A
Weekly Balance Remittance	\$75.00	N/A
Daily Balance Remittance	\$250.00	N/A
On-Demand Remittance	\$20.00 plus \$20.00 per remittance	N/A
Wire Surcharge (above Standard Wire Fee)	\$15.00	N/A
Setup	No charge	\$750.00 per setup
Amend	No charge	\$1,000.00 per agreement
Close	No charge	\$1,000.00 per account
Legal Review	No charge	Cost (\$500 minimum)
Monthly Maintenance	No charge	\$300.00 per account/month

BUSINESS GENERAL FEES (continued)

HERITAGE
BANK OF COMMERCE

CITIZENS
BUSINESS BANK

SERVICES	FORMER FEES	NEW FEES
Endorsement Guarantee	No charge	\$10.00 per stamp
Endorsement Stamp	Prices vary	Prices vary
Escheatment Fee		
Deposit Accounts	\$2.00 per account	\$2.00 per account
Official Check / Cashier's Check	No charge	\$2.00 per check
Exchanged/Shipped Foreign Item Currency	\$10.00 plus all charges imposed by correspondent bank	As quoted
Conversion Processing	\$10.00 per check	See International Services
Foreign Draft	\$50.00 per draft	See International Services
Foreign Items (See International Services section of this guide)		
Hold Mail	No charge	\$10.00 per acct/month
Legal Process Handling	\$100.00 per process	\$250.00 per process
Medallion Stamp	No charge	\$25.00 per stamp
Night Depository Service		
Annual Fee	\$25.00	\$35.00 per year
Key deposit/Lost Key Replacement	\$10.00	N/A
Disposable Bag - Supplied by Bank	At Bank cost	\$0.25 per bag
Notary	\$15.00 per signature	\$15.00 per signature
Non-Sufficient Funds/Uncollected Funds (NSF /UCF)		
NSF/UCF Item Paid Charge	\$35.00 Daily maximum 10 charges	\$35.00 per item No maximum per day or per account
NSF/UCF Item Returned Charge	\$33.00 Daily maximum 10 charges	N/A
Official Check / Cashier's Check	\$8.00 per check for customer \$20.00 per check for non- customer	\$15.00 per check

BUSINESS GENERAL FEES (continued)



SERVICES	FORMER FEES	NEW FEES
Overdraft Charge (applies to Checking, Savings and Money Market accounts)	No charge	\$15.00 per day. Fee applies to overdrafts created by checks, in person withdrawals, returned deposited items, or other electronic or debit items (such as ACH transactions or Service Charges) as applicable.
Overdraft Transfer (from Checking or Savings)	No charge	\$10.00 per transfer
Photocopies	No charge	\$5.00 per item
Research Request	\$4.00 per copy \$45.00 per hour	\$45.00 per hour
Returned Deposited Items		
ACH	\$12.00 per item	\$8.00 per item
Checks/Drafts	\$12.00 per item	\$12.00 per item
Redeposit	\$12.00 per item	\$17.00 per item
Special Processing Instructions	No charge	\$15.00 per acct/month
Email Notification	No charge	\$15.00 per acct/month
Signature Guarantee	No charge	\$10.00 per document
Special Programming - All Services	Not offered	Quote
Statement		
Electronic/Online Banking eStatement	No charge	No charge
Paper		
Without Check images	No charge	No charge

BUSINESS GENERAL FEES (continued)

HERITAGE
BANK OF COMMERCE

CITIZENS
BUSINESS BANK

SERVICES	FORMER FEES	NEW FEES
Statement		
Paper		
With Check Images (Image Statement)	\$5.00 per month	\$7.50 per month
On Demand / Special Statement	\$10.00 per statement	\$15.00 per statement
Multiple Mailing Addresses	No charge	\$10.00 per address/cycle
Copy	\$10.00 per copy	\$10.00 per copy
Non-Standard/Special Cycle	No charge	\$5.00 per statement
CD ROM	\$40.00	Not offered
Stop Payment		
Stop Payment - Associate Assisted	\$30.00 per stop	\$35.00 per stop order
Stop Payment - Online or IVR	\$30.00 per stop	\$25.00 per stop order
Telephone/Manual Funds Transfer	\$2.00 per transfer	\$5.00 per transfer
Two Signatures Required	No charge	\$75.00 per month
Wire Transfer		
Incoming		
Domestic	\$15.00 per wire	\$20.00 per wire
International US Dollar	\$15.00 per wire	\$20.00 per wire
International Foreign Currency	Not offered	\$30.00 per wire
Outgoing		
Online (See Business Online Banking)		Refer to Treasury Management section of this Guide
(Walk-in/Fax)		
Domestic	\$50.00	\$40.00 per wire
International US Dollar (additional fees may apply)	\$60.00	\$60.00 per wire
International/Foreign Currency (see International Services; additional fees may apply)	\$60.00	See International Services
Wire Notifications		
Wire Notification - Incoming/Outgoing (Fax/Email)	\$5.00 per wire	\$8.00 per wire
Wire Investigation - Domestic	\$20.00 per wire	\$45.00 per wire

BUSINESS GENERAL FEES (continued)

HERITAGE BANK OF COMMERCE		CITIZENS BUSINESS BANK	
SERVICES	FORMER FEES	NEW FEES	
Wire Investigation - International	\$20.00 per wire	\$50.00 per wire	
Wire Recall/Cancel Request - Domestic	No charge	\$50.00 per wire	
Wire Recall/Cancel Request - International	No charge	\$60.00 per wire	

ANALYSIS BUSINESS PLAN FEES

(All Business General Fees apply)

HERITAGE BANK OF COMMERCE		CITIZENS BUSINESS BANK	
FEES	FORMER FEES	NEW FEES	
Monthly Maintenance	\$26.00 per account/month	\$27.00 per account/month	
Check Copy	\$4.00 per check	\$5.00 per copy	
Checks Paid	\$0.20 per item	\$0.23 per item	
Cash Deposited / Currency/Coin Deposited	\$2.00 per \$1,000	\$2.50 per \$1,000	
Coin Deposited - Roll	\$0.16 per roll	No Charge	
Coin Deposited - Standard Bag	\$12.00 per bag	\$7.50 per bag	
Coin Deposited - Subject to Count	\$15.00 per bag	\$10.00 per bag	
Currency Ordered	\$1.65 per \$1,000	\$2.00 per \$1,000	
Coin Ordered	\$0.16 per roll	\$0.18 per roll	
Currency and Coin Order Fee	\$5.00 per order	N/A	
Deposit Correction	\$4.00 per deposit	\$10.00 per correction	
Collateral Account	Not offered	\$500.00 per month	
Deposit - Standard	\$1.75 per deposit	\$1.70 per deposit	
Deposited Item	\$0.17 per item	\$0.21 per item	
Deposit - Remote Deposit Capture	Refer to Remote Deposit Capture Service in this guide	\$1.50 per deposit	
Electronic Debit	\$0.18 each item	\$0.24 per item	
Electronic Credit	\$0.18 each item	\$0.24 per item	
Uncollected Funds Charge Rate	Prime + 5%	Prime + 4%	

AUTOMATED TELLER MACHINE (ATM)/DEBIT CARD FEES

Citizens Business Bank works with MoneyPass® to offer you access to surcharge-free ATMs wherever you are. To locate surcharge-free Citizens Business Bank ATMs, visit www.cbbank.com/Locations. MoneyPass® ATMs, which are not Citizens Business Bank ATMs, are for withdrawal only. MoneyPass® is a registered trademark of Elan Financial Services.

HERITAGE BANK OF COMMERCE		CITIZENS BUSINESS BANK	
FEES	FORMER FEES	NEW FEES	
ATM/Business Debit Card	No charge	No charge (Debit Card only)	
ATM/Business Debit Card Replacement	\$5.00 per card	\$7.50 per card (Debit Card only)	
Rush Order	\$50.00 per card within U.S. \$75.00 per card outside of U.S	\$50.00 per card	
ATM Customer Transaction Performed at a Non-Citizens Business Bank or Non-MoneyPass® Location			
Balance Inquiry	No charge	\$2.00 per inquiry	
ATM Cash Withdrawal	No charge	\$2.50 per withdrawal	
ATM Customer Transaction performed at an International Location	No charge	\$2.50 per transaction	



BUSINESS GENERAL SETTINGS

HERITAGE BANK OF COMMERCE		CITIZENS BUSINESS BANK	
SETTING	FORMER SETTING	NEW SETTING	
Night Depository Cut-Off Time	8:00 AM	7:00 AM	
Payment order of checks	Low to High by Amount	High to Low by Amount	
Funds Availability Cut-Off Time	5:00 PM	Banking Center's posted business hours	


TREASURY MANAGEMENT PRODUCTS AND SERVICES COMPARISON CHART

ONLINE BANKING



An Online Banking Conversion Guide will be provided separately with additional details.

		
PRODUCT AND SERVICE	FORMER FEES	NEW FEES
Information Reporting		
SFTP Direct Send (BAI2, NACHA, Custom)	See FTP Pickup/Delivery (below)	\$100.00 Per Setup \$60.00 per account/month maintenance \$180.00 max/month per Analysis Group)
FTP Pickup/Delivery	\$10.00 per month	SFTP included with Info Reporting
Online Banking Plans		
Balance Reporting	\$50.00 up to 3 accounts \$15.00 each add'l account	See Online Banking Plans below
Basic Plan (View Only)	No Charge	No Charge
Enhanced Plan (Includes Bill Pay)	Not offered	\$30.00 per month (includes Bill Pay / Tax Payment)
Enhanced Plan 50% off w/Business Checking (Includes Bill Pay)	Not offered	\$15.00 per month (includes Bill Pay / Tax Payment)
Complete Plan (Includes Wire Transfer)	Not offered	\$100.00 per month (includes Bill Pay / Tax Payment)
Wire Transfer Outgoing (Domestic)	\$25.00 per item	\$15.00 per wire
Wire Transfer Outgoing (Foreign) (International USD / Foreign Currency)	\$35.00 per item	\$30.00 per wire
Wire Verification	\$15.00 each	N/A
ACH Origination	\$75.00 per month	\$50.00 per month (must have Complete plan)
Originated ACH Credits/Debits	\$0.16 per item	\$0.20 per item
Originated Same Day ACH	\$1.25 per item	\$2.00 per item
Same Day ACH - Special Handling	\$100.00 per file	Not offered
ACH Direct Transmission	\$10.00 per month	Included with ACH Origination
ACH Notification of Change	\$3.00 per notification	No Charge
ACH Return Item Fee	\$12.00 per item	\$8.00 per item
ACH - Unauthorized Return	\$15.00 each	\$8.00 per item
Online Bill Payment Module	\$10.00 per month	Included in Enhanced and Complete plans
Online Stop Payment (12 month)	\$30.00 per stop	\$25.00 per stop
Secure Browser	\$15.00 per month	Not offered
QuickBooks Web Connect	\$10.00 per month	No Charge



COURIER SERVICES

 		
PRODUCT AND SERVICE	FORMER FEES	NEW FEES
Armored Car Services	Custom	Custom
Courier Services	\$25.00 setup plus custom quote	Custom

POSITIVE PAY SERVICES

 		
PRODUCT AND SERVICE	FORMER FEES	NEW FEES
Positive Pay - Check		
Maintenance (up to 3 Accounts)	\$40.00 per month	\$50.00 per account/month
Maintenance (50% off w/Business Checking)	No discount	\$25.00 per account/month
Per Item	No Charge	\$0.08 per item
Positive Pay - Check with Payee Match		
Maintenance (3 Accounts)	Included with above fee	\$60.00 per account/month
Maintenance (50% off w/Business Checking)	No discount	\$30.00 per account/month
Per Item	No Charge	\$0.10 per item
Positive Pay - ACH (Fraud Filter)		
Maintenance (ACH PosPay Only)	Included with above fee	\$45.00 per account/month
Maintenance (Adding ACH PosPay to Check PosPay)	N/A	\$25.00 per account/month
Positive Pay - Add'l Accounts (Check - Payee Match / Fraud Filter)	\$25.00 per acct/month	See above
Exceptions		
Exception Item - Check	No Charge	\$2.00 per item
Exception Decision After Deadline (Manual)	No Charge	\$2.50 per item

REMOTE DEPOSIT CAPTURE SERVICE

 		
PRODUCT AND SERVICE	FORMER FEES	NEW FEES
Maintenance	0 - 50 items: \$45.00 50 - 150 items: \$59.00 151 - 250 items: \$109.00 251 - 500 items: \$139.00 501 - 750 items: \$189.00 751 - 1,000 items: \$229.00 1,001 items and up: Custom	\$55.00 per month
Maintenance 50% off w/Business Checking	Not Offered	\$27.50 per month
Scanner Options		
CheXpress30 Scanner - add'l scanner	\$13.00 per month	
TS-240 Autofeed Scanner - add'l scanner	\$26.00 per month	
Multi-feed Scanner	No Charge	\$50.00 per month*
Single-feed Scanner	No Charge	\$25.00 per month*
Customer-owned Scanner	No Charge	No Charge

*Business Checking provides 50% off monthly multi-feed and single-feed scanner fees.

LOCKBOX SERVICES

Lockbox services and pricing will not change as part of the conversion.

CASH VAULT SERVICES

Cash Vault services and pricing will not change as part of the conversion.

BUSINESS BANKING PRODUCTS AND SERVICES

Terminology

In this Agreement, the words “you,” “your,” and “yours” refer to the owners and authorized signers of an account; “we,” “us,” “our,” and “Bank” refer to Citizens Business Bank and its successors and assigns. Also, “bank” includes banks, credit unions, savings & loan institutions, and other financial institutions, and “check” includes drafts and other items.

Business Account Monthly Service Charges and Other Fees

For each of the plans below, the monthly service charges that may be assessed against your account are described in detail. Fees for additional services that you may utilize are explained in the Business Account - Other Fees, International Services Fees and/or the Treasury Management Services Schedule of Standard Fees sections.

BUSINESS CHECKING ACCOUNT PLANS

Business Checking

A non-interest bearing, basic business checking account for businesses with a small number of transactions.

Usage Guidelines: This account allows up to 150 debits, 25 deposits and 250 deposited items; up to 50 electronic credits; and up to \$5,000 currency/coin deposited/furnished.

Excess Volume Fees: \$0.30 per debit; \$2 per deposit; \$0.15 per deposited item; \$2 per \$1,000 currency deposited/furnished*; and \$0.25 per electronic credit. (*Currency/coin deposited/furnished excess volume fee does not apply to customers with Cash Vault Services.)

Interest Method: Not applicable.

Monthly Service Charge: \$18 per month. To avoid monthly service charges, maintain at least a \$6,000 minimum daily balance or a \$12,000 minimum average daily balance.

Minimum Opening Balance: \$1,000

Automated Teller Machine (ATM) Access: ATM and Point-of-Sale (debit card) access is allowed.

Additional Benefits:

- **Business Online Banking - Enhanced Plan:** Immediate access to account information and initiate bill payments and tax payments electronically 24/7 at a 50% discount off the regular monthly maintenance fee.
- **Check Positive Pay or Check Positive Pay with Payee Match:** Manage risk by rejecting potentially fraudulent transaction activity at a 50% discount off the regular monthly maintenance fee for standard Check Positive Pay, and Payee Match.
- **ACH Positive Pay/Filter: Electronic Debits and Credit Activity:** Manage incoming ACH electronic activity risk by rejecting potentially fraudulent transaction activity at a 50% discount off the regular monthly maintenance fee.
- **Reverse Positive Pay:** An alternative to Standard Check Positive Pay that does not require an issued check file. Manage risk by rejecting potentially fraudulent check activity at a 50% discount off the regular monthly maintenance fee.
- **Remote Deposit Capture:** Deposit checks from the convenience of your business location at a 50% discount off the regular monthly and check scanner maintenance fees.
- **TTAX Plus Tax Payments:** Process Federal and State tax payments easily and conveniently using a touch-tone telephone or online option for a flat monthly maintenance fee of \$5.

Refer to the Treasury Management Schedule of Standard Fees for additional fees.

At the Bank's discretion, a Business Checking account may be placed on Account Analysis based upon account activity, balances, and services provided.

Analysis Business Plan

A non-interest bearing business checking account designed for medium to large size businesses with moderate to high levels of transaction activity. The determination to place an account on the Analysis Business Plan is discretionary and solely that of the Bank, based upon account activity, balances and services provided, and is subject to change without notice.

Analysis Business Plan Accounts may receive an earnings credit allowance which is based upon the balances maintained in your account. The earnings credit allowance is subtracted from your total analyzed activity fees (charges associated with your Accounts and services) resulting in your Service Charge. If sufficient balances are maintained in your Account, the costs of the banking services may be covered. The earnings credit allowance may not be used to offset certain fees, such as Paid Overdrafts, NSF Returned Items or Overdraft Interest.

The earnings credit rate and the basis for the rate are subject to change from time to time without prior notice to you. Current rate information is available from your nearest banking center or by calling the telephone number on the front of your Account statement. Earnings credit is not available for withdrawal. Unless we agree otherwise in writing, earnings credit can only be used for fees incurred during the month covered by analysis. Services may be billed on a consolidated basis and, if requested, presented to you on an Account Analysis statement. Please see the Analysis Business Plan Fees for a list of fees.

Usage Guidelines: Unlimited check writing, transfers or withdrawals.

Interest Method: Not applicable.

Monthly Maintenance Fee: \$27 per acct/month

Minimum Opening Balance: \$1,000

Automated Teller Machine (ATM) Access: ATM and Point-of-Sale (debit card) access is allowed.

BUSINESS INTEREST BEARING CHECKING ACCOUNT PLANS

Investment Checking

An interest-bearing checking account for sole proprietors, non-profit businesses and government agencies.

Usage Guidelines: There are no usage restrictions for this account.

Interest Method: Interest is paid on a tiered-rate system. The interest rate and Annual Percentage Yield (APY) can change as often as daily at our discretion. Interest is calculated daily on a simple interest basis and compounded monthly. A minimum daily collected balance of \$2,500 is required to earn interest.

Interest is credited to your account on the last day of the interest cycle, which may be different from the statement cycle date.

All cash and on-us deposits begin accruing interest on the date of deposit. For deposits of non on-us checks and similar transactions, interest begins to accrue no later than the business day we receive credit for the deposit. This may not be the same day you deposit the check(s) to your account. Accounts closed between interest payment dates will forfeit accrued, but unpaid interest.

You must maintain a required minimum collected balance in the account each day to obtain the disclosed APY. If that minimum balance is not maintained, we may assess your account a service fee for that month; we may pay a lower rate of interest (or no interest) on your account for that month or future months, according to the account terms then in effect; or we may close your account.

Balances of over \$1,000,000 are subject to negotiated rates and terms.

Balance Tiers: The Bank reserves the right to establish one or more balance tiers on certain interest-bearing accounts for the purpose of calculating interest on the account(s) and to set interest rates and APYs for various tiers in any amount, including the same amount as any other tier. For this account, interest will be paid based on the interest rate and APY in effect that day for the balance tier associated with the end-of-day account balance. The balance tiers for this account are as follows:

Less than \$2,500
\$2,500 and over

Monthly Service Charge: \$18 per month and \$0.50 per debit paid. To avoid monthly service charges, maintain at least a \$5,000 minimum daily balance or \$7,500 or more average daily balance.

Minimum Opening Balance: \$2,500

Withdrawals and Transfers: The number of preauthorized, automatic, third-party transfers or withdrawals per month are unlimited, but a service charge may be assessed, based on account balance. There is no minimum amount for any withdrawal or transfer.

Automated Teller Machine (ATM) Access: ATM and Point-of-Sale (debit card) access is allowed.

Attorney Client Trust

An interest-bearing checking account for attorneys that require an Interest on Lawyers Trust Account (IOLTA). The Interest on these accounts is remitted to the California State Bar Legal Services Trust Fund Program.

Usage Guidelines: There are no usage restrictions for this account.

Interest Method: Interest calculates daily on a simple interest basis and is compounded monthly. Interest is paid on a tiered-rate system. The interest rate and Annual Percentage Yield (APY) can change as often as daily at our discretion. A daily periodic rate is applied to the collected balance in your account each day to calculate interest. Interest is credited to your account on the last day of the interest cycle, which may be different from the statement cycle date. The daily collected balance earns the rate in effect for that day for the highest tier in which the daily collected balance falls.

All cash and on-us deposits will begin accruing interest on the date of deposit. For deposits of non on-us checks and similar transactions, interest begins to accrue no later than the business day we receive credit for the deposit. This may not be the same day you deposit the check(s) to your account. Accounts closed between interest payment dates will forfeit accrued, but unpaid interest.

You must maintain a required minimum collected balance in the account each day to obtain the disclosed Annual Percentage Yield (APY).

Balance Tiers: The Bank reserves the right to establish one or more balance tiers on certain interest-bearing accounts for the purpose of calculating interest on the account(s) and to set interest rates and APYs for various tiers in any amount, including the same amount as any other tier. For this account, interest will be paid based on the interest rate and APY in effect that day for balance tier associated with the end-of-day account balance. The balance tiers for this account are as follows:

Less than \$5,000
\$5,000 - \$9,999
\$10,000 - \$24,999
\$25,000 - \$49,999
\$50,000 - \$99,999
\$100,000 and over

Monthly Service Charge: \$18 per month and \$0.50 per debit paid. To avoid monthly service charges, maintain at least a \$5,000 minimum daily balance or \$7,500 or more average daily balance.

Minimum Opening Balance: \$2,500

Withdrawals and Transfers: The number of preauthorized, automatic, third-party transfers or withdrawals per month are unlimited, but a service charge may be assessed, based on account balance. There is no minimum amount for any withdrawal or transfer.

Automated Teller Machine (ATM) Access: ATM and Point-of-Sale (debit card) access is not allowed.

MONEY MARKET ACCOUNT PLANS

Premium Money Market

A tiered-rate, interest-bearing, limited transaction account for businesses.

Usage Guidelines: This account is limited to six (6) preauthorized, automatic or telephone transfers, checks, drafts and debit card or similar transactions from your account per monthly statement cycle.

Excess Debit Fee (over 6): \$15 per debit.

Interest Method: Interest is calculated daily on a simple interest basis and is compounded monthly. Interest is paid on a tiered-rate system. The interest rate and Annual Percentage Yield (APY) can change as often as daily at our discretion. Interest is credited to your account on the last day of the interest cycle, which may be different from the statement cycle. The daily collected balance earns the rate in effect for that day for the highest tier at which the daily collected balance falls.

All cash and on-us deposits will begin accruing interest on the date of the deposit. For non on-us checks and similar transactions, interest begins to accrue no later than the business day we receive credit for the deposit. This may not be the same day you deposit the check(s) to your account. Accounts closed between interest payment dates will forfeit accrued, but unpaid interest.

You must maintain a required minimum collected balance in the account each day to obtain the disclosed Annual Percentage Yield.

Monthly Service Charge: \$15 per month. To avoid monthly service charges, maintain at least a \$5,000 or more average daily balance. If the average daily balance is not maintained, we may assess your account a service fee for that month according to the account terms in effect, or we may close your account.

Balance Tiers: The Bank reserves the right to establish one or more balance tiers on certain interest-bearing accounts for the purpose of calculating interest on the account(s) and to set interest rates and APYs for various tiers in any amount, including the same amount as any other tier. For this account, interest will be paid based on the interest rate and APY in effect that day for the balance tier associated with the end-of-day account balance. The balance tiers for this account are as follows:

Less than \$10,000
\$10,000 - \$49,999
\$50,000 - \$99,999
\$100,000 - \$249,999
\$250,000 - \$499,999
\$500,000 and over

Minimum Opening Balance: \$5,000

Deposited Items per month (1-10 items): No charge

Excess Deposits per month (over 10): \$1.00 per deposit

Withdrawals and Transfers: Withdrawals and transfers are tracked for the purpose of transaction limitations as of the date we post them to your account, and not as of the date they originate. There are no limits on the size or frequency of withdrawals from the account, or transfers from the account to another account of the same depositor, if the withdrawals or transfers are affected by mail, messenger, ATM, or in person.

Automated Teller Machine (ATM) Access: ATM and Point-of-Sale (debit card) access is allowed.

BUSINESS SAVINGS ACCOUNT PLANS

Business Savings

An interest-bearing account available to any business entity. This account may be linked to a checking account with like names for overdraft protection.

Usage Guidelines: This account is limited to six (6) preauthorized, automatic or telephonic transfers, checks, drafts and debit card, or similar transactions from your account per monthly statement cycle.

Excess Debit Fee (over 6): \$5 per debit if the minimum average monthly balance of \$1,000 is not maintained.

Interest Method: Interest is calculated on the average monthly collected balance on a simple interest basis, using a daily periodic rate against the collected balance and compounded quarterly. Interest is paid on the last day of the interest cycle, which may be different from the statement cycle.

The interest rate and Annual Percentage Yield (APY) can change as often as daily at our discretion.

All cash and on-us deposits will begin accruing interest on the date of the deposit. For deposits of non on-us checks and similar transactions, interest begins to accrue no later than the business day we receive credit for the deposit. This may not be the same day you deposit the check(s) to your account. Accounts closed between interest payment dates will forfeit accrued, but unpaid interest.

You must maintain a required collected balance of \$500 in the account each day to obtain the disclosed Annual Percentage Yield (APY).

Balance Tiers: The Bank reserves the right to establish one or more balance tiers on certain interest-bearing accounts for the purpose of calculating interest on the account(s) and to set interest rates and APYs for various tiers in any amount, including the same amount as any other tier. For this account, interest will be paid based on the interest rate and APY in effect that day for the balance tier associated with the end-of-day account balance. The balance tiers for this account are as follows:

Less than \$500

\$500 and over

Monthly Service Charge: \$4 per month. To avoid monthly service charges, maintain a minimum \$1,000 average monthly balance.

Minimum Opening Balance: \$1,000

Withdrawals and Transfers: Withdrawals and transfers are tracked for the purpose of transaction limitations as of the date we post them to your account, and not as of the date they originate. There are no limits on the size or frequency of withdrawals from the account, or transfers from the account to another account of the same depositor, if the withdrawals or transfers are affected by mail, messenger, ATM, or in person.

Automated Teller Machine (ATM) Access: ATM access is allowed.

Savings Overdraft Protection: If you sign up for this service, you authorize the Bank to make transfers automatically from your savings account to cover overdrafts in your checking account. Transfers from your savings account are made in the exact amount of the overdraft. Each transfer counts as one of the six (6) limited transactions you are allowed each month from your savings account. There is a fee associated with this transaction. Refer to the General Fees section for additional information.

CERTIFICATE OF DEPOSIT ACCOUNT PLANS

Certificate of Deposit Accounts

An interest-bearing limited deposit account available to any business entity.

Maturity Period: Depending upon the amount invested, the maturity period is from seven (7) days to ten (10) years.

Interest Method: Interest rates vary and are determined by the amount deposited and the term of the Certificate of Deposit (COD). The tiered interest rate stated at the time the COD is issued remains the same until maturity, unless the COD balance does not remain within the current tier. When the COD balance is outside the current tier, the interest rate will reflect the new COD balance tier. Interest compounds daily and is paid monthly, quarterly, or at maturity. For terms longer than one (1) year, interest must be paid at least annually. The daily balance method is used to calculate the interest on your account, which applies a daily periodic rate to the balance in the account each day. The daily interest rate is 1/365 (or 1/366 in a leap year) of the annual rate. The Annual Percentage Yield (APY) assumes interest remains on deposit until maturity. A withdrawal will reduce earnings.

All cash and on-us deposits will begin accruing interest on the date of the deposit. For deposits of non on-us checks and similar transactions, interest begins to accrue no later than the business day we receive credit for the deposit. Accounts closed between interest payment dates will forfeit accrued, but unpaid interest.

Balance Tiers: The Bank reserves the right to establish one or more balance tiers on certain interest-bearing accounts for the purpose of calculating interest on the account(s) and to set interest rates and APYs for various tiers in any amount, including the same amount as any other tier. For this account, interest will be paid based on the interest rate and APY in effect that day for the balance tier associated with the end-of-day account balance. The balance tiers for this account are as follows:

7 to 29 Days

Less than \$100,000

\$100,000 and Over

30 Days and Over

Less than \$10,000

\$10,000-\$49,999

\$50,000-\$99,999

\$100,000 and over

Interest Payment: You may choose the frequency of your interest payment from us with some limitations, which depend on your account's term. For terms of seven (7) days through thirty-one (31) days, interest may be paid only at maturity; for terms of thirty-two (32) days to one (1) year interest may be paid monthly, quarterly, annually, or at maturity; for terms longer than one

(1) year, interest must be paid at least annually, but may be paid monthly or quarterly.

Interest Payment Options: Once interest is paid, it is posted to your account unless you request an ACH transfer to another account.

Minimum Opening Balance: \$2,500 or more, depending upon the maturity.

Renewal Policies for Automatically Renewable Certificate of Deposit Accounts: This account automatically renews as of the maturity date for the same term and earns interest at the rate in effect on the maturity date, unless you deposit or withdraw funds during the grace period. The grace period is two (2) business days for CODs with terms of twenty-nine (29) days or less and ten (10) calendar days for CODs with longer terms, beginning on the maturity date. If you withdraw all of your funds during the grace period, your account will cease earning interest as of the maturity date. You may also change the length of the term one-time during a grace period.

Renewal Policies for Non-automatically Renewable Certificate of Deposit Accounts: This account will not renew automatically at maturity. If you do not renew the account, your deposit may be placed in a non-interest bearing account.

Early Withdrawal Penalties: An early withdrawal penalty of \$25 plus 1% of the amount withdrawn may be imposed if you withdraw any or all of the deposited funds before the maturity date. For withdrawals made within the first six days of the certificate issue date, a penalty of 1% of the principal balance will be imposed if you withdraw any or all of the deposited funds before the maturity date. If the amount withdrawn will bring the balance of the account under the required minimum balance, the account will be closed and an early withdrawal penalty for the closing balance may be imposed.

Automated Teller Machine (ATM) Access: ATM access is not allowed.

SAFE DEPOSIT BOXES

Safe Deposit Boxes

The following terms apply to you if you rent a safe deposit box from Citizens Business Bank. Please refer to the Safe Deposit Box Lease Agreement and Citizens Business Bank Disclosure Articles 11 & 12 for additional terms applicable to this service (e.g., amendments, waivers, arbitration, and legal process).

Terms: You are renting a safe deposit box for one (1) year. This Agreement automatically renews each year unless you notify us in writing not to renew it prior to its anniversary date.

When your rental ends, you must empty your box and return all keys to us on the last day of the rental. If you fail to do so, you agree to pay us for the costs we incur to gain entry to your box and to store and/or dispose of its contents.

Fees: Safe deposit box fees are based on the size of the box and are payable annually, in advance. You can authorize us to withdraw this fee from your checking or savings account, and we will deduct the payment on or after the date it is due. If you terminate the rental before the end of its term for any reason, you are not entitled to a rebate of any part of the fee.

If the fee is not paid when due, we may force open the box and dispose of the contents as permitted by law. We also reserve the right to refuse admission to the box if fees are delinquent.

Co-Renters: If there are co-renters, the box is under the control of all parties as fully as if it were in each person's name alone. Any co-renter can access the box alone, can surrender the box, and can appoint a legal representative to access or surrender the box.

Access To Your Box: You may have access to your box during our regular business hours. We may require that you show us proper identification and prove to our satisfaction that you have a right to open the box. Access is available only to those individuals properly authorized on our records, or to their legal representative (e.g., guardian or conservator of the renter's estate). You agree not to give your keys or your safe deposit box number to anyone who is not authorized on our records to access the box.

You may appoint deputies or attorneys to have access. This appointment should be in writing on one of our forms. An appointment remains in effect until we receive written notice that it is canceled, or proof of the death or legal incompetence of a renter.

Entering the Vault: You may not enter the vault unless one of our employees accompanies you. We may refuse to allow more than two people to enter the vault at the same time. You will be allowed in the vault for no longer than it takes to open or close your box. We may require you to carry the box to a room or desk outside the vault. You may not remove the box from our premises.

What May Not Be Stored: You may not place any of the following in your safe deposit box: any liquid, any property of an explosive, dangerous, or offensive nature, or any property the possession of which is prohibited by law or regulation, or which may become a nuisance to us or to any other renter. If we have reason to believe that any of these items may be stored in your box, we have the right to open the box and remove its contents without your permission. If we do so, we will inventory the contents, and our inventory will be conclusive evidence of the contents of your box.

Our Responsibility: We are hired by you only to provide rental space for the storage of your property, if any, in our safe deposit box. You agree that we are not liable to you if any unauthorized person opens your box, as long as we have used ordinary care in preventing such an occurrence. It shall not be presumed that an unauthorized person opened your box simply because you claim something is missing. We have no obligation to inventory the contents of your box or for otherwise knowing what is in your box or in any other box in our vault. You agree that, in the event of any loss or damage to your box or its contents, we will not be liable to you for:

(a) any consequential, special or incidental damages; (b) any loss or damages caused, directly or indirectly, in whole or in part, by your negligence or failure to abide by these terms; or (c) any loss resulting from an accident, fire, flood, water damage (including damage from fire suppression systems), burglary, civil unrest, war, acts of God, or any cause which is beyond our reasonable control. We have no obligation to inventory the contents of your box or for otherwise knowing what is in your box or in any other box in our vault.

We promise to exercise reasonable care. Except as otherwise required by law or otherwise provided in the Safe Deposit Lease Agreement, it is agreed that we will not have possession or control of the safe deposit box or its contents and that our responsibilities and liabilities:

(a) will be limited to those of someone who leases property to another; (b) will not extend beyond the exercise of reasonable care; (c) will not result in any presumptions adverse to us or in our having the burdens of proof, persuasion, or coming forth with evidence at any stage of any litigation regarding the vault, the safe deposit box, the safe deposit box contents, or their loss, damage, or destruction; (d) will not cover or extend to the monetary value of the safe deposit box contents in excess of \$1,000 and will not include any damages for, resulting from, or relating to any illegal or dangerous items stored in the safe deposit box; and (e) will not cover or extend to any claims or losses of any person, including you, for failure on our part to provide timely access to the safe deposit box or its contents.

Lost Keys: We will provide you with two keys to your box. You agree to notify us immediately if any key is lost or stolen. You also agree to reimburse us for any expense we incur in replacing lost keys or forcing open your box. You must return all keys to us when the rental ends. We do not retain any keys to your safe deposit box.

Adverse Claims: If we receive conflicting claims or demands regarding your box or its contents, we may refuse further access to the box until we receive proof, satisfactory to us, of each person's right to access the box and remove its contents.

No Third Party Beneficiaries: There are no third party beneficiaries to this rental agreement. We assume no responsibility to others with respect to any property which you may store for them in your box.

Notices: Notices which we send to any of you are deemed sent to all of you. You must mail or deliver all notices regarding your box to us at the office where your box is located. Notices sent elsewhere, or which fail to mention the box number, may be delayed or lost.

Termination: We may at any time terminate use of the safe deposit box and require that it be emptied and surrendered to us, with the keys returned. If we terminate your use of the box without cause, we will notify you and refund any pro-rata rental previously paid.

QUESTIONS OR COMMENTS

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

Citizens Business Bank

P.O. Box 51-400

Ontario, CA 91761

Customer Service Line: 888.228.2265

BUSINESS BANKING SERVICES – OTHER FEES

The Business Banking Service fees listed in the following sections may be assessed for services utilized.

BUSINESS GENERAL FEES

Please contact your Business Financial Center for additional information about specific fees and specialized services.

Service	Charge
Incoming ACH Mail Notification	\$1.00 per notice
ACH Full Debit/Credit Block	\$20.00 per acct/month
ACH Request for Late Return	\$8.00 per item
Account Closure Fee (per account opened less than 90 days)	\$25.00 per account
Business Online Banking (see Treasury Management Services Schedule of Standard Fees)	
Check Cashing	
Non-customer - Payee Fee (up to \$5,000)*	\$7.00 per check
Non-customer - Customer Fee*	\$2.00 per check
<i>*Non-customer check cashing: \$5,000 max per day. If CBB customer does not want non-customer/payee to be charged, \$7 fee may be waived and \$2 fee will be applied to customer's account.</i>	
Coin Deposited - Standard Bag	\$7.50 per bag
Coin Deposited - Subject to Count Bag	\$10.00 per bag
Collections (Domestic) - Incoming/Outgoing	\$35.00 per item
Counter Check	\$1.00 per check
Credit Verification By Mail	\$25.00 per verification
Deposit Error Correction	\$10.00 per correction
Endorsement Guarantee	\$10.00 per stamp
Escheatment Fee	
Deposit Accounts	\$2.00 per account
Official Check/Cashier's Check	\$2.00 per check
Foreign Items (see International Services)	
Gift Card (contact your Business Financial Center)	
Hold Mail	\$10.00 per acct/month
Legal Process Handling	\$250.00 per process
Medallion Stamp	\$25.00 per stamp
Night Depository Service	
Annual Fee	\$35.00 per year
Disposable Bag - Supplied by Center	\$0.25 per bag
Notary	\$15.00 per signature
Non-Sufficient Funds (NSF)/Uncollected Funds (UCF)	
NSF/UCF Item Paid Charge	\$35.00 per item
Official Check-Customer	\$15.00 per check
Overdraft Charge* (Applies to Checking, Savings and Money Market Accounts)	\$15.00 per day
<i>*Fee applies to overdrafts created by checks, in person withdrawals, returned deposited items, or other electronic or other debit items (such as ACH transactions or Service Charges) as applicable.</i>	
Overdraft Transfer (from Checking or Savings)	\$10.00 per transfer
Photocopies	\$5.00 per item
Research Requests	\$45.00 per hour

Service	Charge
Remotely Created Checks (RCC) Maintenance (Creation and deposit of RCC items)	\$100.00 per acct/month
Returned Items	
ACH	\$8.00 per item
Checks/Drafts	\$12.00 per item
Checks/Drafts plus Redeposit	\$17.00 per item
Email Notification	\$15.00 per acct/month
Special Processing Instructions	\$15.00 per acct/month
ServiceLine Customer Support	
Automated Phone Support (24/7)	No charge
Agent	No charge
Signature Guarantee	\$10.00 per document
Special Programming - All Services	Quote
Statement	
Electronic/Online Banking eStatement	No charge
Paper	
Without Check Images	No charge
With Check Images (Image Statement)	\$7.50 per month
On Demand	\$15.00 per statement
Multiple Mailing Addresses	\$10.00 per address/cycle
Copy	\$10.00 per copy
Non-Standard/Special Cycle	\$5.00 per statement
Stop Payment	
Stop Payment - Associate Assisted	\$35.00 per stop order
Stop Payment - Online or IVR	\$25.00 per stop order
Telephone/Manual Funds Transfer	\$5.00 per transfer
Two Signatures Required	\$75.00 per month
Wire Transfer - Incoming	
Domestic	\$20.00 per wire
International US Dollar	\$20.00 per wire
International Foreign Currency	\$30.00 per wire
Wire Transfer - Outgoing	
Online - See Business Online Banking	
Walk-in/Fax	
Domestic	\$40.00 per wire
International US Dollar (additional fees may apply)	\$60.00 per wire
International Foreign Currency (see International Services; additional fees may apply)	
Wire Notification - Incoming/Outgoing (Fax/Email)	\$8.00 per wire
Wire Investigation - Domestic	\$45.00 per wire
Wire Investigation - International	\$50.00 per wire
Wire Recall/Cancel Request - Domestic	\$50.00 per wire
Wire Recall/Cancel Request - International	\$60.00 per wire

ANALYSIS BUSINESS PLAN FEES

(All Business General Fees apply)

Service	Charge
Maintenance	\$27.00 per acct/month
Checks Paid	\$0.23 per item
Currency/Coin Deposited	\$2.50 per \$1,000
Currency Ordered	\$2.00 per \$1,000
Coin Ordered	\$0.18 per roll
Collateral Account	\$500.00 per month
Deposit-Standard	\$1.70 per deposit
Deposit-Remote Deposit Capture	\$1.50 per deposit
Deposit-Image Cash Letter	\$1.50 per deposit
Debit	\$0.22 per item
Electronic Debit	\$0.24 per item
Electronic Credit	\$0.24 per item
Items Deposited	\$0.21 per item
Uncollected Funds Charge Rate	Prime + 4%
Deposit Protection Insurance (per \$100.00 in balances)	\$0.012 per \$100/balances

AUTOMATED TELLER MACHINE (ATM) FEES

Citizens Business Bank offers you access to surcharge-free ATMs through the MoneyPass® network. To locate MoneyPass surcharge-free ATMs and Citizens Business Bank ATMs, use our Citizens Business Bank Mobile application (downloadable from the APP Store® or Google Play™ using your enabled device) or visit www.cbbank.com/Locations. MoneyPass ATMs, which are not Citizens Business Bank ATMs, are for withdrawal only. *MoneyPass* is a registered trademark of Fiserv Solutions, LLC.

CardValet® gives you access to more controls over your Debit card activity from anywhere and anytime. CardValet allows you to control how, when and where your card is used and to monitor transactions, alerts and balances. *CardValet* is a registered trademark of Fiserv Solutions, LLC.

Service	Charge
ATM/ Business Debit Card	No charge
ATM/ Business Debit Card Replacement	\$7.50 per card
Rush Order	\$50.00 per card
ATM Customer Transaction at a Citizens Business Bank or MoneyPass Location	No charge
ATM Customer Transaction Performed at a non-Citizens Business Bank or non-MoneyPass Location	
Balance Inquiry	\$2.00 per inquiry
ATM Cash Withdrawal	\$2.50 per withdrawal
ATM Customer Transaction Performed at an International Location	
International Transaction	\$2.50 per transaction

SAFE DEPOSIT BOX FEES

Service	Charge
Safe Deposit Box Sizes and Annual Service Fee (Not all locations have Safe Deposit Boxes for rent. Sizes and availability vary by location.)	
2 x 5	\$35.00 per year
2.5 x 5	\$35.00 per year
3 x 5	\$45.00 per year
4 x 5	\$50.00 per year
5 x 5	\$60.00 per year
8.5 x 9.5	\$110.00 per year
2 x 10	\$60.00 per year
2.5 x 10	\$70.00 per year
3 x 10	\$70.00 per year
4 x 10	\$90.00 per year
5 x 10	\$110.00 per year
6 x 10	\$110.00 per year
9 x 10	\$120.00 per year
10 x 10	\$140.00 per year
13 x 10	\$150.00 per year
4 x 11	\$100.00 per year
8.5 x 11	\$110.00 per year
12 x 11	\$150.00 per year
8.5 x 12	\$125.00 per year
9.5 x 13.5	\$150.00 per year
9.5 x 15	\$245.00 per year
10 x 15	\$250.00 per year
22 x 15	\$350.00 per year
44 x 15	\$450.00 per year
18 x 18	\$245.00 per year
36 x 36	\$550.00 per year
Key Replacement	\$20.00 per key
Forced Entry	\$100.00 per force + costs

TREASURY MANAGEMENT SERVICES SCHEDULE OF STANDARD FEES

The Treasury Management Services Schedule of Standard Fees supersedes all prior Treasury Management Services Schedule of Standard Fees. This Schedule of Standard Fees is in addition to the fees applicable to Citizens Business Bank deposit accounts that have been provided as part of the Citizens Business Banking Product and Services Information documents. In the case of customized services, you will be advised if your fees vary from those contained in this Schedule of Standard Fees. Unless you are advised otherwise, this Schedule of Standard Fees is part of the Citizens Business Bank Treasury Management Agreement*.

Fees for Treasury Management services may be directly charged to your account or applied to your Analysis Business Plan and offset (in whole or in part) by an earnings credit allowance based upon the balances maintained in your Analysis Business Plan account, less ten (10%) percent. For more information on the Analysis Business Plan, please refer to the Business Banking Product and Services Information documents.

Please contact your Citizens Business Bank Center or call our Customer Service Line at 888.228.2265 for additional information about specific fees and specialized services.

Account Reconciliation & Positive Pay

Automated Clearing House

Bill Payment Consolidation

Business Online Banking

Business Sweep

Cash Letter - Image (ICL- Image Cash Letter)

Cash Services

Disbursement Reporting

Electronic Data Interchange Image Services

Lockbox

Remote Deposit Capture

Smart Safe Advanced Credit Option

TTAX Plus Tax Payments

Wire Transfer

Zero (Target) Balance Account

**This Schedule of Standard Fees is accurate as of the date of printing. Citizens Business Bank reserves the right to correct, withdraw, change and add services and fees at any time before a contract for the Service is accepted by Citizens Business Bank.*

Account Reconciliation & Positive Pay

Full Reconciliation	
Full Reconciliation provides listings of paid and outstanding checks in numerical order, based on customer-provided issued check information, as well as posted electronic items for each selected reconciliation period.	
Initial Setup	\$100.00 per setup
Maintenance - Full	\$100.00 per acct/month
Per Item - Full	\$0.08 per item

Partial Reconciliation	
Partial Reconciliation provides a list of paid checks presented in check number order. Customers import this data into their accounting systems to reconcile applicable accounts.	
Initial Setup	\$100.00 per setup
Maintenance - Partial	\$60.00 per acct/month
Per Item - Partial	\$0.08 per item

Positive Pay - Check	
Check Positive Pay is a service that helps to reduce potential check fraud. It compares checks presented to the Bank for payment against a customer's issued check file. The customer is provided a daily list of paid checks that do not match their issued check file, giving the customer an opportunity to review these items and make a pay or return decision.	
Initial Setup	\$50.00 per setup
Maintenance - Check Positive Pay Only	\$50.00 per acct/month
Maintenance - Check Positive Pay Only (Business Checking Account Plan 50% off)	\$25.00 per acct/month
Maintenance - Check Positive Pay (when also using Full Recon)	\$0.00 per acct/month
Per Item - Check Positive Pay Only	\$0.08 per item
Per Item - Check Positive Pay (when also using Full Recon*)	\$0.00 per item
Exception Item - Check	\$2.00 per item
Exception Decision After Deadline (Manual)	\$2.50 per item
<i>*There are no additional per item charges for Positive Pay with Full Recon, although Full Recon per item fees apply.</i>	

Positive Pay - Check with Payee Match	
Payee Match is a highly recommended, additional layer of protection against unauthorized disbursements and fraudulent checks. Standard Check Positive Pay service validates check number, check amount, and date. Payee Match enhances Check Positive Pay service with a powerful optical engine that validates images of presented check payees against the payee names in the issued check file provided by the customer. Items that do not match are presented as "payee mismatch" exceptions online, allowing users to easily make pay or return decisions. Payee Match fees are in addition to standard Check Positive Pay fees.	
Maintenance - Positive Pay with Payee Match	\$60.00 per acct/month
Maintenance - Positive Pay with Payee Match (Business Checking Account Plan 50% off)	\$30.00 per acct/month
Per Item - Positive Pay with Payee Match*	\$0.10 per item
<i>*Payee Match per item fee is \$0.02 each with Full Recon.</i>	

Positive Pay - ACH	
ACH Positive Pay is a fraud prevention service that allows customers to filter incoming ACH activity and make pay or return decisions on identified exceptions.	
Initial Setup	\$50.00 per setup
Maintenance - ACH Positive Pay Only	\$45.00 per acct/month
Maintenance - ACH Positive Pay with Check Positive Pay	\$25.00 per acct/month

Reverse Positive Pay - Check	
Reverse Check Positive Pay is an additional tool to help reduce check fraud. It provides a daily list of paid checks presented in check number order. Customers import this data into their accounting systems to reconcile their applicable accounts. If a check is identified that should not be paid, the customer can contact the bank to return the item.	
Initial Setup	\$50.00 per setup
Maintenance	\$65.00 per acct/month
Per Item	\$0.10 per item

Information Reporting (BAI2, NACHA, & Custom Reporting)	
Information Reporting is critical to daily cash management. BAI2 is an industry standard file format that provides all activity on a customer's selected accounts, which is used by almost all accounting systems and makes daily reconciliation fast and efficient. At the end of each business day, a BAI2 file is generated and made available the following morning. Additional information reporting formats are available upon request.	
Initial Setup	\$100.00 per setup
Programming (when applicable)	Cost
Info Reporting Maintenance (\$180 max/month per Analysis Group)	\$60.00 per acct/month
Custom Reporting Maintenance	Quote

Additional Reconciliation & Positive Pay Services	
Manual Data Entry (Bank) - Check Issue File	\$30.00 per file
Reprogramming/Retesting	Cost

Automated Clearing House

ACH services permit customers to utilize the Automated Clearing House (ACH) to originate and receive payments electronically. When provided with appropriate rights and limits, this electronic payment method allows customers to originate both consumer and commercial debit and credit transactions, including but not limited to: direct deposit of payroll; vendor payments; utility, insurance and membership collections; electronic tax payments; and inter-company and intra-company trade payments.

ACH Direct Transmission	
ACH Direct Transmission customers use their own accounting and back-office systems to create and transmit a NACHA-formatted ACH file directly to the Bank.	
Initial Setup	\$250.00 per setup
Maintenance	\$75.00 per acct/month
Originated ACH Items	\$0.20 per item
Originated Same Day ACH Items	\$2.00 per item
Reprogramming/Retesting	Cost

ACH Origination via Business Online Banking	
Business Online Banking provides ACH origination functionality to simplify and streamline the creation of ACH transactions. Please see the ACH Module under Business Online Banking for more information.	

Additional ACH Services	
Incoming ACH Mail Notification	\$1.00 per notification
ACH File Recall/Reversal	\$40.00 per recall
ACH Item Recall/Reversal	\$25.00 per recall
ACH Research/Technical Support	\$40.00 per hour

Consolidated Bill Payment Reporting

Consolidated Bill Payment Reporting, also known as Bill Payment Consolidation is often used by cities, municipalities, utilities, and any business accepting payments from consumer customers using their own bill payment service, which provides a way to accelerate receivables and consolidate reporting. Bill Pay service providers are notified that payments submitted to the customer should be converted to an ACH payment and directed to an aggregator. A portal is provided to the customer to export consolidated reporting and Citizens Business Bank credits the customer's designated deposit account each business day.

Consolidated Bill Payment Reporting (E-Lockbox)	
Basic Reporting File Format	
Initial Setup	\$200.00 per setup
Maintenance	\$75.00 per month
Per Item	\$0.15 per item
Custom Reporting File Format	
Initial Setup	\$400.00 per setup
Maintenance	\$100.00 per month
Per Item	\$0.15 per item

Business Online Banking

Business Online Banking is a powerful browser-based Treasury Management tool accessible via Internet connection. Customers can view prior day and select same day information; paid item, deposited item and deposit slip images; and electronic statements. With appropriate rights, users can also initiate internal transfers, bill payments, tax payments, payroll and other payments using Business Online Banking's wire transfer and Automated Clearing House (ACH) functionality. Three Business Online Banking plans are available: Basic, Enhanced and Complete.

Business Online Banking	
Basic Plan	
Maintenance	No Charge
Prior Day/Same Day Information Reporting	Included
Account Transfer	Included
View Images	Included
E-Statement	Included
Enhanced Plan	
Maintenance	\$30.00 per month
Prior Day/Same Day Information Reporting	Included
Account Transfer	Included
View Images	Included
E-Statement	Included
Payments	
Bill Payment Initiation	Included
Tax Payment Initiation	\$0.20 per item
Complete Plan	
Maintenance	\$100.00 per month
Prior Day/Same Day Information Reporting	Included
Account Transfer	Included
View Images	Included
E-Statement	Included
Payments	
Bill Payment Initiation	Included
Tax Payment Initiation	\$0.20 per item
Wire Transfer Module	
Maintenance	Included
Outgoing Domestic Wire	\$15.00 per wire
Outgoing International U.S. Dollar Wire	\$30.00 per wire
Outgoing International Foreign Currency Wire	See <i>International Services</i>
ACH Origination Module	
Initial Setup	\$100.00 per setup
Maintenance	\$50.00 per month
Originated ACH Items	\$0.20 per item
Originated Same Day ACH Items	\$2.00 per item
All Plans	
Online Stop Payment (12 month)	\$25.00 per stop
Security Token Replacement	\$30.00 per token

Business Sweep

Business Sweep automatically manages excess business checking account balances. A predetermined balance remains in the commercial checking account to cover daily transactions and to offset account maintenance and activity fees. Funds are automatically swept to the commercial checking account to cover items presented and return the checking account to a predetermined balance.

Sweep to Investment (Sweep Manager - Repurchase/Repo Sweep)	
When excess funds are swept from a commercial checking account, such funds will be used to purchase securities (or fractional interests in securities) from Bank pursuant to Citizens Sweep Manager Agreement, subject to Bank's obligation to repurchase those securities on a specified date for a specified date. The purchase of securities is made in accordance with a repurchase agreement. A repurchase agreement is not itself a security and is not guaranteed by the United States or any of its agencies. A repurchase agreement is a contract under which the customer purchases securities from Citizens Business Bank. The Bank is obligated to repurchase those securities from the customer on the next business day for a fixed price that is more than the purchase price paid. That is, the customer earns a small profit on each repurchase transaction. This purchase and repurchase process is repeated each business day. The accumulation of daily repurchase profits is, from the customer's perspective, the same as Citizens Business Bank paying interest on the swept balances.	
Sweep Maintenance	\$200.00 per acct/month
<i>Please Note: Any amounts invested pursuant to repurchase agreements are not deposits of the bank, are not insured by the Federal Deposit Insurance Corporation (FDIC), are not themselves guaranteed in any way by the United States or any of its agencies (even though the securities purchased by means of a repurchase agreement may be), are not a money market fund, are not placed in any money market certificate, and are subject to investment risks, including possible loss of principal invested. Any amounts invested are not FDIC insured, not bank guaranteed, not guaranteed by any Federal Government Agency, are not a Bank deposit, and may lose value.</i>	

Sweep to Line of Credit	
The loan sweep option helps manage daily borrowing needs and reduces interest expense. A commercial checking account with a defined target balance is linked with a Citizens Business Bank line of credit (subject to Citizens Business Bank credit policies). End-of-day collected balances are measured against the defined target and funds are moved as necessary.	
Sweep Maintenance	\$350.00 per acct/month

Cash Letter - Image (Image Cash Letter - ICL)

Image Cash Letter is a deposit remittance service that allows customers to use their own back-office specialty scanning equipment to scan, capture, balance, and transmit X9-formatted check image files for deposit to designated Citizens Business Bank accounts.

Cash Letter – Image*	
Initial Setup	\$200.00 per setup
Maintenance	\$50.00 per month
<i>*Additional Image Cash Letter fees apply for Analysis Business Plan.</i>	

Cash Services

Cash Services process currency and coin deposits for businesses, expediting incoming cash flow by providing same day ledger credit for daily cash deposits. Cash Services also offers a currency and coin ordering service to supply customers with necessary cash.

Center Cash Service	
Small currency and coin deposits and orders are processed by Banking Centers. See the Business General Fees and the Analysis Business Plan Fees for additional information.	

Cash Vault Service	
Currency and coin deposits and cash orders are processed off-site at the Bank's Cash Vault facility.	
Armored Courier	Custom
Currency/Coin Deposited	\$1.50 per \$1,000
Coin Deposited – Standard Bag	\$7.50 per bag
Coin Deposited – Subject to Count Bag	\$10.00 per bag

Deposit Correction	\$10.00 per deposit
Currency Ordered	\$1.50 per \$1,000
Coin Ordered	\$0.15 per roll
Special/Late Cash Order	Custom per order

Disbursement Reporting

Disbursement reporting service provides daily summary and detail reporting of checks presented by the Federal Reserve that will post to the customer's account(s) at the end of the business day. This early reporting provides customers with critical insight to better manage funds and account balances.

Disbursement Reporting	
Initial Setup	\$100.00 per setup
Maintenance – Full	\$75.00 per acct/month

Electronic Data Interchange

Electronic Data Interchange (EDI) allows for the mutual exchange of payment instructions, remittance data or transaction reporting within a company, their trading partners or financial institution in a standardized format via electronic medium. Customers receiving EDI information access files for export from an EDI online banking interface.

Electronic Data Interchange (EDI) Reporting	
Initial Setup	\$100.00 per setup
Summary Reporting (html, text, PDF via email)	
Maintenance	\$75.00 per month
Direct Transmission Detail Reporting	
Maintenance	\$75.00 per month
EDI Per Item	\$0.10 per item

Image Services

Images of checks are available to customers on a DVD or via the Internet through Online Banking.

DVD Image Service	
Images of paid checks, deposited checks, deposit slips, statements and a searchable index are provided on a DVD, which is produced to match the customer's statement cycle. DVD Image Service is frequently used by customers with high volume lookup requirements and for long term archival, which provides a perfect complement to images available through Online Banking.	
Initial Setup	\$30.00 per setup
Maintenance	\$30.00 per month
Media Fee	\$30.00 per DVD
Imaged Item	\$0.05 per item

Online Banking Image Service	
A rolling two (2) year history of paid checks, deposited checks, and deposit slip images, and a rolling seven (7) year history of statement images are easily accessible through Online Banking services. There is no additional charge to access images via Online Banking.	

Lockbox

Service designed to accelerate the collection of receivables by minimizing mail and check collection float. Remittance mail is directed to a post office box serviced by Citizens Business Bank and receipts are credited directly to the customer's account. In addition to standard processing, a number of additional servicing options are also available. Some Lockbox services may be provided by third parties and subject to other pricing, which will be disclosed separately to you.

General Services	
<i>Custom by quote</i>	

Remote Deposit Capture

A convenient, easy-to-use service, Remote Deposit Capture (RDC) allows customers with an Internet connection, computer and specialized scanner to scan/capture, balance and transmit check images for electronic delivery to Citizens Business Bank and deposit to their designated account(s).

Remote Deposit Capture	
Initial Setup	\$100.00 per setup
Maintenance	\$55.00 per month
Scanner Options	
Multi-feed Scanner	\$50.00 per month
Single-feed Scanner	\$25.00 per month
Customer-owned Scanner	No Charge
Delete RDC Deposit or Item Request	\$8.00 per request
<i>Additional Remote Deposit Capture fees apply for Analysis Business Plan.</i>	

Smart Safe Advanced Credit Option

Most armored carrier companies offer a proprietary smart safe, which is a special safe installed at the customer's location that counts cash being inserted, detects counterfeits, provides detailed reporting, and can only be opened by the armored carrier. Detailed reporting tells the customer and armored carrier exactly how much cash is in the safe. Most banks, including Citizens Business Bank, have customers using this service to centralize and secure cash on premises, as well as obtain detailed reporting.

The contract for both armored carrier and smart safe service is between the customer and armored carrier vendor. The armored carrier vendor provides the smart safe hardware, installation, maintenance, and support.

As an option, Citizens Business Bank can provide smart safe Cash Vault customers with advanced credit for cash deposited into the safe rather than waiting for the cash to be processed by the Bank's Cash Vault facility. Customer benefits for this advanced/provisional credit include: (a) receiving credit for deposits sooner, (b) reducing the number of armored carrier pickups, (c) and reduced employee exposure to risks associated with handling cash.

Citizens Business Bank's Smart Safe Advanced Credit Option is limited to the provision of credit for funds collected in the customer's safe prior to receipt by the Bank's Cash Vault. Only Analysis customers are eligible for Smart Safe Advanced Credit. Implementation of this service will require additional customer due diligence and specific bank officer approvals.

Smart Safe Advanced Credit Option	
Initial Setup	\$250.00 per setup
Maintenance	\$50.00 per safe/month
Per Deposit (to customer account)	\$2.00 per deposit

TTAX Plus Tax Payments

TTAX is an alternative method outside Business Online Banking for customers making infrequent tax payments. Customers access the TTAX system via phone or computer to schedule tax payments for withdrawal from their account and further forwarding to the appropriate tax entity.

TTAX Plus Tax Payments	
Initial Setup	\$20.00 per setup
Maintenance - Telephone Option	\$10.00 per month
Maintenance - Online Option	\$10.00 per month
Federal Tax Payment	\$4.00 per payment
State Tax Payment	\$4.00 per payment
Payment Receipt – Fax	\$4.00 per page
Payment Receipt – Mailed	\$5.00 per receipt
Quarterly Statement	\$21.00 per statement
File Maintenance	\$7.50 per maintenance
Modification/Change Request	\$10.00 per request

Wire Transfer

Used to transfer funds that receive same-day availability. Customers can initiate wire transfers electronically using Business Online Banking's wire transfer module or via written request at a Center.

Wire Transfer	
Incoming	<i>See Business General Fees</i>
Outgoing - Walk-in/Fax	
Domestic	<i>See Business General Fees</i>
International US Dollar	<i>See Business General Fees</i>
International Foreign Currency	<i>See International Services</i>
Outgoing - Online Banking	<i>See Business Online Banking</i>
Outgoing - Direct Transmission	<i>Requires Online Banking Complete Package</i>
Initial Setup	\$150 per setup
Outgoing Wire Transfer	
Domestic	\$15.00 per wire
International US Dollar	\$30.00 per wire
Additional Wire Transfer Services	<i>See Business General Fees</i>

Zero (Target) Balance Account

Zero Balance Accounting (ZBA), also known as a Target Balance Accounting, provides an automated funds transfer option used to satisfy accounting and control requirements for separate (secondary/subsidiary) disbursement or collection accounts while keeping funds consolidated in one primary (master) account. At the close of each business day, the Bank automatically brings the balances of the separate (secondary/subsidiary) accounts to a predetermined target balance by moving funds to or from the master account.

Zero (Target) Balance Account	
Master Account Maintenance	\$40.00 per acct/month
Secondary/Subsidiary Account Maintenance	\$25.00 per acct/month

TREASURY MANAGEMENT SERVICES AGREEMENT

This Agreement (“Agreement”) sets forth the terms of the Treasury Management services, which would also include Online Banking services (the “Services” or “Service”) offered by Citizens Business Bank (“we”, “us”, “our” or “the Bank”). By applying for any service, you agree to be bound by this Agreement. For purposes of this Agreement, “you” or “your” includes the Principal or Owner executing this Agreement and any user under this Agreement or who utilizes any Services governed by this Agreement. Your use of any Service will be additional evidence of your agreement to its terms. We will let you know when the Services you request become available. If you request additional Services in the future, they will be governed by this Agreement, unless we advise you otherwise.

Getting Established

Security Level for Online Banking Services

Risk of Unauthorized Access Awareness and Mitigation

Treasury Management Services

Account Information Services

E-Statements Paperless Statements

Online Reconciliation Services

Check Positive Pay Services

ACH Positive Pay - ACH Filter Service

Bill Payment Service

Bill Payment Consolidation

Remote Deposit Capture/Image Cash Letter

Reserve Account

Electronic Data Interchange Service

Funds Transfer Service

Lockbox Service

Mobile Banking Service

Image Service

Stop Payment Service

Smart Safe Advanced Credit Service

Tax Payment Service

Overdrafts

Cash Vault Service

Credit Sweep Service

Correspondent Check Cashing

Zero (Target) Balance Account Service

Additional Services

General Provisions

GETTING ESTABLISHED

1. Equipment and Software. You are responsible for obtaining and maintaining any equipment that is necessary for the Services, such as telephones, terminals, modems and computers. You agree to use equipment that is compatible with our programs, systems and equipment, which we may change from time to time. We assume no responsibility for the defects or incompatibility of any computers or software that you use in connection with the Services, even if we have previously approved their use.

Except as otherwise provided in this agreement, neither we nor our suppliers or vendors make any warranty, express or implied, in law or in fact, including but not limited to any implied warranty of fitness for a particular purpose or of merchantability, with respect to the services or any computer programs, equipment or software (collectively “Equipment”). You agree to notify us promptly if any Equipment we provide to you becomes defective. Our sole responsibility (if any) in such instances will be to replace or repair the defective Equipment. We do not warrant that the Equipment provided to you will be error free or that the Services will be uninterrupted.

You agree to comply with the terms of any software license provided to you in connection with the Services. You may not transfer, distribute, copy, reverse compile, modify or alter such software. Unless otherwise agreed by us in writing, the Equipment, Service guides, security procedures,

and systems provided to you in connection with a Service represent our proprietary property and must be returned to us upon request. We and/or our suppliers retain all right, title and interest in and to the intellectual property rights associated with the Services and the Equipment. Your license to use Equipment will end with the termination of this Agreement or upon our earlier notice to you. You may only use the Equipment in connection with your use of the Services. You may not use or move the Equipment outside the United States without our written consent.

2. Administrator. Online Banking services can be accessed through cbbank.com from the Account Login dropdown menu. Depending on the Services used, which the Bank can identify for you upon request, you will be subject to the applicable provisions below regarding the Appointment of an Administrator.

2.1 Appointment of Administrator. As a Principal or Owner, you must appoint at least one individual for certain Online Banking services (a User Administrator, or “User Admin”) with the authority to determine who will be authorized to use the Services on your behalf. Your User Admin can establish separate Credential(s) (described in Section 5) for you and each user, as well as limits on each user’s authority to access information and conduct transactions. Your User Admin also can empower other users with equal authority (in which case, they will also be considered a User Admin).

It is critical that your User Admin understand their role in controlling and managing the access of other users, including applicable rights, entitlements, and authorizations to your Services. It is important to limit user access to a level that matches their specific responsibilities. You are strongly encouraged to use these controls to reduce losses or damages that may arise out of improper or unauthorized use of an Online Banking Service by designated users and others. You assume sole responsibility for the actions of your User Admin(s), the authority he or she gives others to act on your behalf, and the actions of the persons designated by the User Admin to use the Services. A best practice for user administration is to establish an annual audit, which allows you to verify that user access, rights, entitlements, and authorizations appropriately align with each user’s duties.

We strongly recommend that you impose a dual control environment in connection with the transmission of check issuance data and payment instructions. If you elect not to do so, you acknowledge and agree you are assuming responsibility for acting with greater care with respect to your accounts, transactions, and statements, including any losses suffered as a result of the failure to have this dual control in place. Other anti-fraud procedures and safety tips are set forth in the Account Agreement and you are urged to review them and determine what anti-fraud and safety procedures are appropriate for you.

Business Online Banking and Bill Payment User Security Levels. You or your User Admin will need to designate which deposit and/or loan accounts will be utilized for Online Banking service payments and transfers. If your User Admin designates an account that requires more than one signature for the withdrawal or transfer of funds, you agree that we may act upon any Service instruction that is accompanied by the Credential(s) assigned to a user by you or your User Admin for that account and the Service in question. Note: This may mean that we will act upon the instruction of only ONE person (e.g. to wire funds), even though the signature card for the account in question requires two or more signatures on checks. As long as an instruction is accompanied by the designated Credential(s), the transaction will be deemed authorized by you. See the Account Agreement with respect to our obligations with respect to signatures on checks.

USER SECURITY LEVELS FOR ONLINE BANKING SERVICES

3. Bill Payment. When both Business Online Banking and Bill Payment Service are utilized, a Bill Payment User Security Level must also be designated for each user. You must designate in writing one (1) and only one (1) person to fulfill the function of designated Bill Payment Senior Administrator/Level 1 User (as noted below).

Note: All designated Bill Payment users within the same Business Online Banking profile will have Bill Payment access to all accounts established with that Business Online Banking profile.

Bill Payment: Level 1 User (Senior Administrator)

Full access (1) Can add, change, cancel and approve payments, including automatic payments. (2) Manage billers and electronic bills. (3) Manage payment accounts.

Level 1 Users can manage their own information and the information for all Level 3 Users.

Bill Payment: Level 2 User

Full access (1) Can add, change, cancel and approve payments, including automatic payments. (2) Manage billers and electronic bills. (3) Manage payment accounts.

Level 2 Users can manage their own information and the information for all Level 3 Users.

Bill Payment: Level 3 User

Restricted access (1) Can add payments, which must be approved by a user of higher authority. (2) Manage billers and electronic bills, but only when there are no pending payments that have already been approved. (3) Manage payment accounts.

Level 3 Users can only manage their own information.

It is your responsibility to understand the capabilities built into each Service to prevent unauthorized transactions, and to decide which accounts and Services to link to each Credentials. You should keep in mind the importance of separation of duties (i.e., designating users with limited or specific access and/or authority) as a means of protecting yourself against losses or damages. You agree to review the security procedures and determine (based upon the type, frequency and amount of transactions you plan to initiate through the Services) whether they are a commercially reasonable means of protection against unauthorized transactions and the loss or damage you will suffer from them.

4. Accounts. Owner will need to designate certain accounts for specific purposes in connection with some of the Services. Accounts may be either deposit or loan accounts maintained with the Bank. The Bank reserves the right to restrict or limit access to available accounts. The Service application, modification request or setup form may list certain accounts that you wish to access with the Services. If it includes the accounts of your parent company, subsidiaries or affiliates, you warrant that those entities have authorized you to access their accounts through the Services in the same manner as your own accounts. You agree to provide us with written authorization from those entities through use of our Online Authorization to Access addendum, which is in a form and substance acceptable to us, evidencing that authority, and to notify us immediately in writing of any change to that authorization. The Online Authorization to Access addendum incorporates, supplements and supersedes where inconsistent the Treasury Management Agreement (the "Agreement") between you and Bank.

5. Security Procedure and User Guides. We may provide you with one or more numbers, passwords, hard/soft tokens, personal identification numbers (PIN) and/or other means of identification and authentication (collectively "Credentials") to access our Services and initiate payment orders or other transactions. We also may provide you with operating procedures and user guides ("User Guides") in connection with certain Services. You agree to:

(a) comply with the User Guides and procedures that we make available to you; (b) take reasonable steps to safeguard the confidentiality and security of the Credentials, the User Guide, and any other proprietary property or information we provide to you in connection with the Services; (c) limit access to Online Banking services by only assigning Credentials to persons who have a need to know such information; (d) closely and regularly monitor the activities of employees who access the Online Banking Services; (e) notify us immediately if you have any reason to believe the security or confidentiality required by this provision has been or may be breached; (f) immediately change your Credentials if you know or suspect that the confidentiality of the Credentials has been compromised in any way; and (g) review your account balances and transactions at least daily and notify us immediately if you suspect any unauthorized activity. Our security procedures are not designed for the detection of errors (e.g., duplicate payments or errors in your funds transfer instructions). We will not be obligated to detect errors by you or others, even if we take certain actions from time to time to do so.

You agree to change any temporary Credentials we give you promptly after you are given access to the Services for the first time and whenever anyone who has had access to any Credentials is no longer employed or authorized by you to use the Services. For security reasons, you also agree to change the Credentials you assign to your users on a regular basis, but no less frequently than every thirty (30) days. We may require you to change your Credentials at any time.

We may elect to verify the authenticity or content of any order or instruction by placing a call to any authorized signer on your account or any other person designated by you for that purpose. We may deny access to the Services without prior notice if we are unable to confirm to our satisfaction any person's authority to access the Services or if we believe such action is necessary for security reasons.

Digital or physical security tokens are required for use with Business Online Banking when initiating payment orders such as wire transfers and Automated Clearing House (ACH) transactions. Option #1 is the minimum allowable for transaction initiation. Each successive Option provides additional log-in authentication and transaction authorization protection, but you acknowledge and agree that no Option provides complete protection against fraud or error.

1. User ID, Password, and Secure Access Code (SAC) at login. Security Token Code required at payment approval.
2. User ID, Password, and Security Token Code (one-time passcode) at login. Security Token Code required at payment approval.

Each time you make a transfer or payment with a Service, you warrant that our security procedures are commercially reasonable (based on the normal size, type, and frequency of your transactions). Some of our Services allow you or your User Admins to set transaction limitations and establish internal controls. Your failure to set such limitations and implement such controls increases your exposure to, and responsibility for, unauthorized transactions. You agree to be bound by any transfer, instruction or payment order we receive through the Services, even if it is not authorized by you, if it includes your Credentials or is otherwise processed by us in accordance with our security procedures.

Security Controls, Breaches, and Losses. You agree to establish, maintain, and update commercially reasonable policies, procedures, equipment, and software ("Security Controls") that will safeguard the security and integrity of your computer system and information from unauthorized use, intrusion, takeover or theft, and prevent your Credentials from unauthorized discovery or use (collectively "Security Breaches"). You bear all risk of fraudulent transfers and other losses arising from your Security Breaches or from the interception of your communications prior to their receipt by us (collectively "Security Losses"). We will not reimburse you in connection with Security Losses. You agree that we are authorized to execute, and it is commercially reasonable for us to execute, any instructions received by us with your Credentials. You are encouraged to consider purchasing insurance to cover your Security Losses. Please consult with your technology professional who should be knowledgeable of Security Controls that would be necessary to protect your system(s) from any Security Breaches.

You remain solely responsible at all times for your Security Controls, Security Breaches, and Security Losses. Although we may employ various systems and procedures from time to time to prevent losses to us, we assume no obligation for your Security Breaches or Security Losses, provided we have acted in accordance with this Agreement and/or instructions that are accompanied by your Credentials.

To protect your system from Security Breaches, you should adopt internal and external controls that include, but is not limited to the following:

- Registering private computer devices that will be regularly used to access the Services, which is an option presented during Online Banking login;
- Limits and controls on who has access to your computer system (including Internet and remote access) or any other Equipment provided by the Bank or you pursuant to this Agreement or the Services;
- Protecting and frequently changing your Password;
- Ensure your Credentials (including ID, password, etc.) are kept confidential and not disclosed, shared or otherwise made available to anyone;

- Adopting dual authorization and/or transaction-based authentication procedures for financial transfers;
- Employing up-to-date security software such as anti-virus, anti-malware and anti-spyware programs, as well as up-to-date software patches for all your software programs, internet browsers, email programs, and the like;
- Using commercial grade and up-to-date firewalls;
- Procedures to avoid infection by malicious software, such as: controlling what websites are visited by your computers; controlling the connection of other devices (e.g., flash drives) to your computers;
- Controlling what documents, email attachments, programs and other files are opened or installed on your computers; and limiting which of your computers are used for online banking;
- Isolating any computer or equipment through which online banking is conducted;
- Ensuring your wireless connections are secured, encrypted, and restricted to authorized devices used to access your systems;
- Daily reconciliation of all accounts, and immediate reporting of discrepancies;
- Prohibiting your authorized users from leaving a computer or Equipment unattended while connected to our system, or from communicating or accessing sensitive information from unsecure locations (e.g., terminals at Internet cafes and airports);
- Allowing treasury management services to be accessed only from a secure location on your premises;
- Adopting such other recommendations that we may make from time to time to help ensure your safe use of our services; and
- Implementing a call back process to verify the authenticity of email, text, and voice communications for changes to payment instructions by your vendors, customers, and entities you are sending ACH and wire transfers.
- Adopting an annual audit procedure to review the User Admin role, ensure that User Admins understand their role, evaluate user entitlements and access, and review cybersecurity best practices employed by you and recommended within this Agreement.

This is not a complete listing of the security controls that you may need. You are responsible for determining and implementing whatever controls are necessary to prevent Security Breaches and Security Losses. We do not warrant that any or all of the above recommendations will prevent a security breach or security loss.

RISK OF UNAUTHORIZED ACCESS AWARENESS AND MITIGATION

6. Risk of Unauthorized Access and Mitigation Best Practices. The Bank offers certain customers online banking services that provide the ability to access account information and transfer funds electronically, which may include originating Automated Clearing House (ACH) and wire transfer transactions. One of the risks associated with online banking is unauthorized access, which could result in the unintentional exposure of sensitive account information and the unauthorized origination of ACH or wire transfer transactions. Unauthorized access could lead to significant losses to your business. Corporate account takeovers represent a significant risk for all commercial deposit accounts and especially with respect to those accounts in which the account owner makes use of the internet or a smart phone or other mobile communication device approved by us ("Mobile Device") to engage in transactions from or monitoring of the account. We offer our customers a variety of devices, procedures, and tools to prevent and/or detect unauthorized access to or transactions in accounts, including dual authorization, mandatory token use, positive pay, security alerts, etc., and can recommend resources to our customers to learn more about how they can protect themselves from fraudulent activity. These devices, procedures, and other tools are offered as a convenience only to our customers, and you are responsible for maintaining the security of all your accounts. We are not liable for any losses or other damages you suffer with respect to corporate account takeovers, except to the extent that we have acted with gross negligence or willful misconduct. It is recommended that you review your accounts on a daily basis, especially with respect to the authorization for and accuracy of any electronic transactions. Other anti-fraud procedures and safety tips are

set forth in the Account Agreement and you are urged to review them and determine what anti-fraud and safety procedures are appropriate for you.

Unauthorized access can occur from internal fraud and/or external fraud. The risk of internal fraud can be mitigated through a number of means, including access restrictions, the use of dual authorization, user and account transaction initiation limits, separation of duties, and ensuring users keep their Credentials confidential and never share with anyone else. The risk of external fraud can be mitigated by, among other things, you establishing a sound Internet use policy and taking steps to prevent malicious software from being loaded on your computers, which may include but is not limited to (i) employing firewalls, (ii) daily updates to your antivirus/anti-malware software, (iii) security updates to the operating system, (iv) restricting individual access to computers used for online banking, (v) restricting Internet access and websites available to computers used for online banking, (vi) securing, encrypting and restricting wireless networks, (vii) dedicating a computer for only online banking purposes, and (viii) utilizing security tokens (which are offered by the Bank). All of these strategies should be implemented when utilizing online banking services, particularly when originating ACH or wire transfer transactions. In addition, you should review on a daily basis all your account balances and detailed transactions and report any suspicious activity to the Bank immediately.

One commonly used method for cybercriminals to gain access to your computer – and possibly your online banking and electronic fund transfer services – is through the download of malicious software (malware) to your computer system. An individual clicking on a compromised website or a weblink or attachment in an email, can inadvertently trigger the download of malware onto the victim's computer. Malware may perform any number of sinister attacks, including quietly capturing every keystroke a victim makes on his or her computer keyboard, which is then automatically transmitted to the cybercriminal who originated the attack. If any captured keystrokes include the victim's online banking credentials, the cybercriminal may thereby gain access to the victim's online banking services, which could allow the cybercriminal to view sensitive account information and create unauthorized ACH or wire transfer transactions from the victim's account. In addition to utilizing the strategies to mitigate external unauthorized access referenced above, we strongly request that you consider employing the following online banking authorization and authentication tools to enhance the likelihood that any particular funds transfer instructions we receive in your name is a valid communication from you.

- Dual authorization/separation of duties. Online Banking user credentials can be structured in such a way that one user is responsible for creating a funds transfer transaction and a separate user must approve the transaction before it can be submitted.
- User and account transaction initiation limits. Online banking users and accounts can be structured with daily and transaction limits that are appropriate to each user and account, which significantly reduces the amount of risk exposure on a given day.
- User-administration restrictions. Access rights can be restricted so that only specific, assigned online banking users may administer or request changes to user and account settings.
- Security tokens and similar authentication/authorization solutions. A security token is a digital application (app) or small physical device that produces unique numeric passcodes that are entered into the online banking system to authenticate users at login or authorize funds transfer transactions at creation. Using a token when creating a transaction is one accepted method of protecting online banking users from unauthorized transactions. In addition to using tokens to authorize transactions, further safeguards may be imposed by the Bank when customers are authorized to use a security token at user log in. Other authentication/authorization solutions may be offered and recommended by the Bank in the future to provide additional layers of protection.

You agree to notify the bank immediately if your personal and/or business computer (used to access banking information) displays signs that malicious software (malware) is present to assist in circumventing potential losses.

Examples of malware infecting your computer include but are not limited to: computer performance issues such as slowness and unexpected crashes; unusual pop-up messages directing you to download additional software; new

users or transactions not created by you or authorized staff, and firewall/ anti-virus software being disabled without your consent.

Check Positive Pay, Payee Match, ACH Positive Pay and ACH Block are additional security tools to limit risk for unauthorized activity on your account. These are important fraud mitigation strategies for paper checks and electronic items that may have originated elsewhere and are attempting to post to your account(s).

- Check Positive Pay requires that you provide the Bank with a list of issued checks before they are released. As checks are presented for payment at the Bank, the Positive Pay system will compare each presented check against your list of issued checks on file at the Bank.

Checks that match are processed and checks that do not match are listed in an exception report for a pay/no pay decision by you each business day.

- Payee Match is an enhanced option for Check Positive Pay that requires you to provide the name of each check payee in the issued check file submitted to the Bank. Payee Match compares the payee name of the issued check file against the payee name line of the designated account's machine-generated checks.
- ACH Positive Pay, similarly, takes ACH information from you and seeks to block or allow specific ACH transactions attempting to post to your account. This service can assist in preventing unauthorized ACH debit transactions from posting to your account.
- ACH Block takes an "all or nothing" approach by protecting against all ACH debits, all ACH credits or both types of transactions from posting to your account(s).

We strongly recommend your use of one or more of the above referenced user authentication and transaction authorization tools, and, at a minimum, we wish to reiterate that security tokens are one of the accepted standard methods for authorizing ACH and wire transfer transactions. We recommend that you implement as many of the above recommended procedures and tools as possible in order for you to reduce your risk of being victimized by fraud, as well as those practices outlined in Section 5, titled "Security Procedures and User Guides"; Section 17, titled "Funds Transfer Services"; Section 40, titled "Information Processing and Reporting"; and Section 42, titled "Limitation of Liability". It is important to note that while these practices can significantly mitigate the risk of unauthorized access, there are no foolproof methods to completely eliminate all the risks and all the exposure to loss, for which you are wholly responsible.

Also, please consider the following:

- These funds transfer services are not covered by the consumer protections that would apply, for example, to unauthorized use of a personal ATM card. Your exposure for losses due to unauthorized funds transfer transactions can be large – as much as the amount of funds that are improperly taken from your account – if someone obtains unauthorized access to your computer or your confidential access codes, or commits some other fraudulent activity, which results in unauthorized transfers from your account(s).
- Keep in mind that OUR BANK WILL NEVER ASK YOU FOR YOUR CONFIDENTIAL CREDENTIALS, ACCESS CODES OR OTHER SECURITY PROCEDURES. The Bank will also never request that any type of payment be remitted through Zelle®, Venmo®, PayPal®, or other consumer-based payment system. If you receive an email that looks like it came from our Bank, but asks you for this type of information or requests a payment, you should not respond to the email and instead, immediately report the incident to the Bank's Client Support team at 888.228.2265. The sender is not our Bank, and is likely a criminal.
- You should conduct a periodic risk assessment of your environment as it relates to Internet access, online banking, and funds transfers. Most customers find the potential risk exposure high enough to justify the cost of using an outside expert in this field to assist them. The risk assessment should assess your overall Internet exposure, online banking exposure and existing mitigation systems (such as procedural, technical and administrative safeguards that you use). We ask that, if not already employed, you again consider the alternatives we have previously offered that can help reduce the risks of fraud and losses associated with Internet access, online banking and electronic fund transfers. Contact your Treasury Management Sales Officer to discuss the below mentioned alternatives.

- Security Tokens. These help control risks of unauthorized use by generating a numeric passcode that helps verify electronic fund transfer transactions as legitimate and from you. Keep in mind that tokens that are used improperly can still result in substantial or total losses.
- ACH Positive Pay and ACH Block. Information provided by you is used to block and filter incoming ACH transactions. However, this service does not block or filter entries originated in your name, so this service does not provide protection against instances where unauthorized persons use your confidential online banking credentials to impersonate you and attempt to originate unauthorized ACH transactions in your name.
- Also, be sure to check account balances online at least daily, and more frequently if possible. This will help you identify unauthorized transactions quickly. Swift detection is helpful in preventing additional losses and in reducing the (potential) size of an existing loss.
- If you suspect that there may be unauthorized account activity or access by an unauthorized user, contact the Bank's Client Support team at 888.228.2265 immediately and clearly state that you suspect there may be unauthorized activity. This is the "emergency line" for you to report problems.

No system or set of systems is foolproof, but we do know that the risks of fraud can be significantly reduced when customers use the risk mitigation strategies and tools referenced above, including the use of security tokens when creating ACH and wire transfer transactions. Please feel free to contact Client Support at 888.228.2265 and a subject matter expert would be happy to explain these strategies again and in more detail.

If you choose not to implement the risk mitigation strategies and tools referenced above, please do so only after considering the substantial and multiple risks of fraud to which your business is exposed without these mitigants. Losses on your account due to unauthorized ACH and wire transactions can be large and even total. Your risk of unauthorized funds transfer activity can be significantly higher if you choose to forgo the risk mitigation strategies and tools offered by the Bank or outside experts as mentioned above.

You agree that you understand the substantial risks of internal and external fraud associated with Internet-based activity and its potential impact on online banking and electronic fund transfer activities. You also agree that, if you choose not to implement some or all of the appropriate strategies necessary to protect against fraud, including but not limited to those specific steps and tools described above, you are exposing your business to substantial risks, and that in the event of an unauthorized access event, fraudulent attack or loss, you agree to indemnify, defend and hold our Bank harmless for any loss, damage, harm or expense (irrespective of the nature of the action, and including attorney's fees and costs) (a "loss") if the loss is due to or arises out of your action or inaction in connection with confidential credentials, access codes, security procedures or any of the online banking or other services offered by our Bank.

TREASURY MANAGEMENT SERVICES

We may offer the following Services to you separately or as part of a suite of Services. All hours of operation, deadlines and service levels referenced herein are noted as Pacific Time zone.

7. Account Information Services. You may use our Service to obtain balances, transaction detail and history, and other account information. Since certain information and transactions are not processed by us until after the close of our business day, some transactions may not be reflected in the system until the next business day. Posted items may be reversed due to insufficient funds, stop payment, legal process, and other reasons. Certain balances also may not be subject to immediate withdrawal. We assume no responsibility for any loss arising from incomplete information or for any temporary interruption in our information Service. If you are unable to access our system for any reason, you can contact your Business Financial Center or call us at 888.228.2265.

8. E-Statement Paperless Statements.

Scope of Communications to Be Provided in Electronic Form. By enrolling in E-Statements, you agree that the Bank will provide account statements, disclosures, and notices to you in electronic form, in lieu of paper form. This includes ongoing disclosures currently provided on the back of your paper statement and notices posted as messages on the face of the statement. E-Statement delivery will begin with your next regular Statement cycle after

enrollment and the Bank will no longer mail a traditional paper statement.

Method of Providing E-Statements to You in Electronic Form. All E-Statements that we provide to you in electronic form will be provided either (1) via email, (2) by access to a website that we will designate in an email notice we send to you at the time the information is available, or (3) to the extent permissible by law, by access to a website that we will generally designate in advance for such purpose.

Your Responsibility to Notify Us Regarding Errors, Irregularities, or Unauthorized Access. You must promptly review your E-Statements and any accompanying items. Also, be sure to check account balances online at least daily, and more frequently if possible. This will help you identify unauthorized transactions quickly. Swift detection is helpful in preventing additional losses and in reducing the (potential) size of an existing loss. You must notify us immediately at 888.228.2265 or email us at #treasurymanagementsupport@cbbank.com of any suspected error, alteration, or other irregularity (1) with your E-Statements; or (2) with your account, including unauthorized access. Telephoning us immediately is the best way to keep your losses down, although you may also need to notify us in writing to preserve your rights. Notification of suspected errors, alterations, or other irregularity within your E-Statement must be given as soon as possible but no later than thirty (30) calendar days of the E-Statement in which the suspect item appears. E-Statements are generally available the next business day after your statement cycles.

How to Withdraw Consent. You may withdraw your consent to receive E-Statements in electronic form for any of your Accounts by contacting Citizens Business Bank Client Support at 888.228.2265 or by emailing us at #treasurymanagementsupport@cbbank.com. At our option, we may treat your provision of an invalid email address, or the subsequent malfunction of a previously valid email address, as a withdrawal of your consent to receive electronic communications. We will not impose a fee to process the withdrawal of your consent to receive E-Statements. Any withdrawal of your consent to receive E-Statements will be effective only after we have a reasonable period of time to process your withdrawal.

How to Update Your Records. It is your responsibility to provide us with true, accurate and complete email address, contact, and other information, and to maintain and update promptly any changes in this information. You can update information (such as your email address) by contacting our Client Support team at the number referenced above.

Limitation of Liability. We will deliver your E-Statements in a timely manner, on a best effort basis, in accordance with any applicable time required by law, and shall incur no liability if we are unable to deliver your E-Statements because of circumstances including (but not limited to) the following: (1) any business online banking system is not functioning properly, or (2) your equipment or Internet access is not working properly, or (3) Internet service is interrupted (e.g. due to traffic or other disruptions), or (4) circumstances beyond our control (including, but not limited to, fire, flood, interruption in telephone service or other communication lines, interference from an outside force or legal restrictions) which prevent proper delivery, and we have taken reasonable precautions within our control to avoid such circumstances. To the extent permitted by law or regulation, we hereby disclaim all other warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, and in no event shall we be liable for any special indirect, incidental, or consequential damages whatsoever resulting from the loss or use of data, whether or not advised of the possibility of such loss or damage.

Hardware and Software Requirements. In order to access, view, and retain electronic Statements that we make available to you, you must have:

- An Internet browser that supports 128 bit encryption;
- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit;
- Adobe Acrobat Reader® 2020 or higher;
- An email account with an Internet service provider and email software or email service provider in order to participate in our electronic Communications programs;
- A personal computer, up to date operating system and telecommunications connections to the Internet capable of receiving, accessing, displaying, and either printing or storing E-Statements received from us.

Requesting Paper Copies. We will not send you a paper copy of any Statement unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of an E-Statement by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the electronic Communication to you. To request a paper copy, contact our Client Support team at the number referenced above or visit your Business Financial Center. We may charge you a reasonable service charge for the delivery of paper copies of any statement provided to you electronically pursuant to this authorization. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any E-Statement that you have authorized us to provide electronically.

Communications in Writing. All E-Statements in either electronic or paper format from us to you will be considered "in writing." You should print or download for your records, a copy of your E-Statements, your initial authorization to receive E-Statements and any changes to that authorization, and any other communication that is important to you.

Federal Law. You acknowledge and agree that your consent to E-Statements is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

Termination/Changes. We reserve the right, at our sole discretion, to discontinue the provision of your E-Statements, or to terminate or change the terms and conditions on which we provide E-Statements, including any applicable discount for receiving E-Statements. We will provide you with notice of any such termination or change as required by law.

9. Online Reconciliation Services. This automated Service organizes paid checks and/or deposit information to efficiently reconcile bank accounts, helping to simplify bookkeeping procedures and increase audit controls.

Full Account Reconciliation. If you provide us with check issue information in accordance with our instructions prior to the Service cutoff hour, we will match the information against paid checks and provide you with a reconciliation report. You may view or obtain the reconciliation report and retrieve the information using various search options.

Partial Account Reconciliation. You may use this Service to retrieve information regarding checks that have been paid. You can then use that information to reconcile your account with your own software or program.

10. Check Positive Pay Service. This Service provides you with a process to identify and prevent the payment of checks that you have not authorized. Two forms of Positive Pay are available: standard and Payee Match. Standard Positive Pay compares the amount, check serial number and issue date of checks presented for payment against an issued check file provided by you before the checks are issued. Payee Match is an enhanced option for Check Positive Pay that requires you to provide the name of each check payee in the issued check file submitted to the Bank. Payee Match compares the payee name of the issued check file against the payee name line of the designated account's machine-generated checks.

Issued Check Files. You agree to provide us with a list of the serial numbers, issue dates and the amounts of the checks that you have issued ("Issued Check File"). We will use the information you provide in your Issued Check File to match against items presented to us through normal interbank check clearing procedures (e.g., local clearinghouse, Federal Reserve, or direct send presentment cash letter) ("Presented Checks"). You authorize and instruct us to pay each Presented Check that matches the information provided in an Issued Check File received by us in your name without further investigation or review by us. You further agree that: (a) all Presented Checks that match information in an Issued Check File are or will be deemed and should be treated by us as properly payable; and (b) we have no duty to inspect these items for unauthorized or improper signatures or alterations or otherwise to take steps to determine whether these items are properly payable. You understand that this Service may not identify counterfeit or duplicate checks. We assume no duty to identify and/or return duplicate checks, checks with duplicate serial numbers, misencoded items, or checks lacking an encoded serial number.

We will not be obligated to verify signatures on any checks that match the information you provide in the Issued Check File. You understand and agree that we may compare your information on approved checks with information that is encoded on the items presented to us for payment. We will not be required to physically examine matching checks to confirm that they are properly signed, completed and encoded. You agree that we may rely on the process described above and that it will be deemed a commercially reasonable and acceptable standard of care for this Service and your account.

Payee Match. This service uses optical intelligence to validate/read the Payee field of checks drawn on specified accounts. You must comply with specific service implementation requirements to ensure appropriate read rates. Non-compliance with requirements may lead to excessive exceptions and/or possible errors. You will be provided with a check example to ensure your check printing format is in compliance with Payee Match requirements. You shall identify to Bank all accounts subject to Payee Match. In addition to the issued item information provided by you for Positive Pay service, you shall supply Bank with the payee name for each item issued by Customer. You shall be responsible for the accuracy and completeness of the payee information provided to Bank. In reliance on the payee information provided by you, each Business Day the Bank shall make reasonable efforts to report to you any payee names that do not match the Issued Check File for that day's presentation.

You acknowledge that Bank will not be able to validate payee information for electronically converted items presented to Bank for payment. Bank may, in its sole discretion, impose variable parameters for which the payee information will not be reviewed or for certain items processed through the back office.

Issued Check File / Return of Presented Checks. All items presented for payment against your accounts will be deemed to be unauthorized and will be dishonored and returned without payment unless they appear as part of an Issued Check File received by us in a timely manner (or are an Exception Check subject to a Pay Request, as described below). You agree that we may return all items, and that our dishonor of them will not be wrongful, unless they appear as part of an Issued Check File or a Pay Request that we have received in time for us to act. In these circumstances, even a properly payable item may be returned. You agree that this is acceptable to and authorized by you, and you waive any right you may have to claim that the dishonored item was properly payable. You will indemnify and hold us harmless with respect to any item we return in accordance with this Agreement.

Exception Checks. If you submit an Issued Check File and there are Presented Checks that do not match the information you provide in the file, we will treat them as exceptions ("Exception Checks"). You will be charged an exception fee for each item reported as an Exception Check to you. We will dishonor and return all Exception Checks unless otherwise instructed with a Pay Request (as described below). We may send you an email if there are Exception Checks. The email notice will inform you that an Exception Check report ("Exception Check Report") may be accessed using the Service. The email notice will go to the most current email address we have for you in our Service files. This may be your Administrator or another User, and you agree to ensure that the appropriate email address is kept up to date and is accurate at all times.

Voided Items. Your requests to void an item are to be limited to items that you have issued and then destroyed. Please note that voided items may fall off at any time. You must use the stop payment procedures to prevent an item from being paid. Placing a void is not a stop payment request, and you remain responsible for the item.

Previously Paid (Finally Paid) Items. Positive Pay does not match your Issued Check File information against items that have been previously paid, also known as finally paid. Accordingly, finally paid items are not included in the service and will not show up as Exception Checks.

Reviewing your Exceptions. You will review your Exception Checks, and provide to us your "Pay" or "Return" decisions, no later than 11:00 AM (Pacific Time) of each business day, whether or not you receive an email notification from us. You understand and agree that it is your responsibility to monitor the Exception Checks each business day, and that our email notification is a customer service that may or may not be completed; the notice is not a prerequisite to your obligation daily to review any Exception Checks and to provide "Pay" or "Return" instructions to us if there are any Exception Checks.

Return of Exception Checks. We will return all Exception Checks unless we

receive a Pay Request on the items by 11:00 AM of the business day the checks are first reported in an Exception Check Report. If you take no action on an Exception Check Report or on any individual Exception Check, or your Pay Request is not received by us before 11:00 AM, we may treat that as an instruction from you to dishonor and return the check(s).

Rightful Honor of Presented Checks. If we honor a check shown in a Checks Issued File, you agree that: a) we will be deemed to have exercised ordinary care under the loss allocation provisions of Commercial Code Sections 3406(b) and 4406(e); and b) it will be rightful honor by us, and the items will be deemed properly payable; and c) you waive any right you may have to assert that the check was not properly payable under Commercial Code Section 4401.

Rightful Honor or Dishonor of Exception Checks. If we honor an Exception Check in accordance with a Pay Request, whether or not timely received, such honor shall be rightful, and you waive any right you may have to assert that the Exception Check was not properly payable under Commercial Code Section 4401. In all other cases, it will be rightful dishonor if we dishonor an Exception Check, and you waive any right you may have to assert that the dishonor was wrongful under Commercial Code Section 4402. You agree that we will have exercised ordinary care whenever we honor or dishonor an Exception Check consistent with the provisions of this Agreement.

Wrongful Dishonor of Exception Checks. With the exceptions that follow, it will be wrongful dishonor if we dishonor an Exception Check that is subject to a timely Pay Request from you. If there is wrongful dishonor, we will be liable to you, but our liability will be limited to the damages for wrongful dishonor recoverable under California Commercial Code Division 3 and 4. As exceptions, we will have no liability for wrongful dishonor if we return an Exception Check because: (a) we reasonably believed it was not properly payable, (b) there are insufficient available funds, determined in accordance with our funds availability policy ("Available Funds") on deposit in the account on which it is drawn; or (c) we are required or permitted not to honor it by any law, rule or regulation (including clearinghouse, ACH or card association rules), or by any Other Agreement (for example: due to service of legal process on us, sanctions laws, to protect ourselves against loss on the item or any overdraft or loan, at the instructions of regulatory or government authorities or courts, or otherwise).

Payment of Exception Checks. If we pay an Exception Check in error, we will be liable to you for the lesser of the amount of the wrongfully paid Exception Check or the actual damages you suffer from our payment of the Exception Check. However, if payment of the Exception Check discharged an indebtedness or obligation of yours and because of this you have no actual damages or reduced damages, then you agree that our liability to you is reduced to the same extent.

Faulty Information. You agree to provide check information to us in the form and format that we specify. You assume full responsibility for the completeness and accuracy of all information furnished to us. You understand that it is important for the information to be exact (for example, the correct amount of an item must include both dollars and cents). Our willingness to process nonconforming information will not be considered a waiver of any requirement of this Agreement, and we may discontinue processing nonconforming information without prior notice. We are not responsible for detecting or correcting ambiguous, incomplete, untimely or inaccurate information provided by you. We will not be liable for your losses, but excluding any consequential damages, proximately caused by our honor of a check that was not properly payable or our dishonor of a check that was properly payable if this occurred because we, in accordance with the provisions above, should have shown the check on an Exception Check report but failed to do so. However, we have no liability to you under this paragraph if we provided you with information that disclosed the error in time for you to have reasonably acted on it.

Stop Payment. This Service is not a substitute for placing a stop payment on checks. Any stop payment or return instructions that you give to us will be governed by your account agreement and the other provisions of this Agreement.

Reverse Positive Pay. You may use Reverse Positive Pay to obtain information on presented checks each business day instead of transmitting an Issued Checks File. Presented check information will include the serial numbers and dollar amounts of the presented checks. You may either review a paid check file to perform a daily match of presented checks to the checks issued or authorized by you, or log into the Positive Pay system to review checks presented for that

day. You must notify the Bank with your return decision no later than 11:00 AM. The default decision is to pay the items if the Bank does not otherwise receive pay/return instructions from you by the decision deadline. This Service only applies to checks that are presented to us for payment through standard check clearing procedures (e.g. local clearinghouse, Federal Reserve, direct sends presentation cash letters, etc.). Checks that are presented in any other manner (e.g. at a teller window) will be paid in accordance with our standard procedures.

Your sole and exclusive remedy for any error, damage or loss in any way, however arising, shall be limited (at our option) to either a re-performance of the Service for the period in question or a return or credit of an appropriate portion of the fees associated with the Service.

Definitions.

Exception Check: A check presented to us where we have not received a Checks Issued File containing that check, or a check that does not match each data point in a Checks Issued File that we do receive.

Other Agreements: Includes the Bank Disclosure information and other agreements regarding your deposit account with us, and any cash management agreement or other agreements regarding your use of Positive Pay or other electronic banking services.

Pay Request: Your instructions to us ordering us to pay an Exception Check.

Presented Check: An item presented to us through normal bank collection procedures but does not include items that have been finally paid.

Finally Paid: An item is "finally paid" under the laws, rules or regulations (including applicable Federal Reserve Operating Circulars or clearing house rules, if any) governing our handling of the item.

11. ACH Positive Pay - ACH Filter Service. We will place a software "block" on Automated Clearing House ("ACH") debits and/or credits on the accounts you designate in order to prevent those transactions from posting against your accounts. You agree not to initiate or authorize anyone to transmit entries that are designated to be blocked by this Service.

You are responsible for the accuracy and completeness of all information you provide, for monitoring exception items and making payment decisions (if required) prior to our established deadline. You agree not to initiate or authorize anyone to transmit entries that are designated to be blocked by this Service. You must provide authorization criteria in a manner and form acceptable to us. In your authorization criteria, you may specify a maximum amount (dollars and cents) for authorized entries. The ACH Positive Pay Service does not apply to transactions between you and us, and we may pay entries which you have authorized us to originate against your account (e.g. loan payments), whether or not you have included them in your authorization criteria.

We may reject any entry that would be returned for any reason under the National Automated Clearing House Association operating rules (the "NACHA Rules"). We may also pay any entries, reversals, or adjustments which we are required to accept under the NACHA Rules, operating circulars, or any other applicable rule, guideline, or regulation.

We assume no obligation to monitor or verify, manually or otherwise, the rejection of blocked ACH entries received against your designated accounts. You agree to notify us promptly if any ACH entry is improperly posted to your accounts. Although our software "block" is not designed to affect any paper draft or check, including any remotely created checks or demand drafts, it may cause us to reject items that are converted to ACH entries (e.g., POP or BOC ACH transactions). As such, you should take appropriate steps to ensure that persons making purchases with checks drawn on your designated accounts do not permit their conversion to electronic form.

Notwithstanding the above, you agree that we may process ACH debit and credit entries for the purpose of making transfers that you authorize us to process and to charge your accounts in accordance with our agreement with you.

12. Bill Payment Service. You may use online banking service to initiate electronic or draft bill payments to other parties. You agree that we may process bill payment entries for the purpose of making payments that you authorize us to process and to charge your accounts in accordance with our agreement with you.

Eligible Payees. We reserve the right to determine who may be a payee. You may only designate payees with United States addresses. You may not use the

Service to make tax payments to the Internal Revenue Service or any state, local or other government agency. You also may not use the Service to pay court-ordered payments such as child support or alimony.

Initiating Payments. We will make a payment on the business day you instruct us, based upon payment availability, to make the payment (the "Payment Date") either by initiating an electronic payment or by mailing a check to the payee. We may deduct the amount of any payment from your account or place a hold on the amount on or after the Payment Date, even if a payment check has yet to be presented to us for payment. We may refuse to make a payment if you do not have sufficient funds or credit available for the payment on the Payment Date.

We may reject any payment request with or without cause or prior notice. If we do, we will notify you promptly of the rejection orally, electronically or in writing.

Errors in Your Instructions. If you give us a payment instruction that is incorrect in any way, you agree that we may charge your account for the payment, whether or not the error could have been detected by us. We are not obligated to detect errors in your payment instructions or to bring apparent errors to your attention.

It is your responsibility to request that payments be made in such a manner that they will be paid on time. You are solely responsible for any damages, such as late fees, that may be imposed as a result of your failure to identify the correct Payment Date and transmit your payment instruction to us in a timely manner.

Scheduling Payments. Although you can enter a payment request 24 hours a day, 7 days a week, payment instructions that we receive after our processing cutoff hour of 2:00 PM (Pacific Time) on a business day or at any time on a non-business day, may be deemed received by us as of the next business day. If you attempt to schedule a payment on a weekend or Federal holiday, you will be prompted to select a different date, or the payment will be processed on the preceding business day if it is an automatic recurring payment. The payment method may be electronic or by check.

You should schedule payments sufficiently in advance to ensure that they are received and credited by your payee by the payment due date. The first payment to a payee should be scheduled at least five (5) business days prior to the due date to allow adequate time for the payment to reach the payee. If you fail to schedule your payment with an adequate lead time, we will not be responsible for any late fees or finance charges under the guarantee described below. We also will not be liable under the guarantee if any third party, through whom any payment is made, fails to properly transmit the payment to the intended payee.

Inactivity. If you do not access or use the Service for a period of more than ninety (90) days, we may terminate your access to and use of the Service without notice to you.

Termination. If you or we terminate your use of the Service, we may delete all outstanding payments (both one-time and recurring). We are not responsible for any fixed payment made before we have a reasonable opportunity to act on your termination notice.

Remediation. Your sole and exclusive remedy for any error, damage or loss in any way connected with this Service, however arising, shall be limited (at our option) to either a re-performance of the Service for the period in question or a return or credit of an appropriate portion of the fees associated with the Service.

13. Bill Payment Consolidation. We may offer to facilitate your use of bill payment consolidation services offered by third parties. Using this service, electronic payments are consolidated and deposited to your account. Corresponding payment information is consolidated and made available in detailed reports to facilitate reconciliation of payment and customers. We assume no obligation, and make no representation or endorsement, in connection with such services or the parties that offer them. Your contract may be directly between you and any third party processor; we are not a party to that agreement.

14. Remote Deposit Capture/Image Cash Letter. In addition to this Agreement, your Account is also governed by our Personal Banking Product and Services Information ("Personal Product Information"), and/or our Business Banking Product and Services Information ("Business Product Information") as applicable to your situation and the Accounts and Services utilized or accessed by you, and the Citizens Business Bank Disclosure Information and Agreement

“Disclosure”), including but not limited to the section entitled “Funds Availability Policy” in the Disclosure (together the “Account Documents”). If the terms and conditions of this Agreement conflict with those of the Account Documents, the terms and conditions of this Agreement shall supersede the terms and conditions of the Account Documents, but only with respect to deposits made through the Services.

You can use this Service to scan images of checks and other items (“Check Images”) and then transmit those images and other data to us electronically for deposit to your account. The Check Images will then either be processed electronically or converted to substitute checks (“Substitute Checks”) based on the information you provide. You are NOT permitted to use this Service to deposit any two-party checks (i.e., checks that are made payable to another party in addition to you), unless you and the Bank have specifically agreed to and executed the “Two-Party Check Rider (Remote Deposit Capture)” in the form provided by and acceptable to the Bank.

Remote Deposit Capture Equipment and Software. We may provide you with equipment and/or software (collectively, “Bank Equipment”) that you can use to scan and transmit images of the front and back of Checks and other information (e.g., MICR line data) to us. You will be responsible for all other equipment and materials necessary for the Service, including but not limited to a telephone, terminal, modem, Internet connectivity, consumables (e.g., ink cartridges and other supplies), and computer.

You may use the Bank Equipment only for the purpose of processing Checks and information in the manner permitted by this Agreement. You may not:

- (a) use the Bank Equipment to process Checks through other institutions;
- (b) use the Bank Equipment at a location other than your regular place of business or as defined in your application for services; (c) perform or allow others to perform alterations or repairs to the Bank Equipment without our written consent; or (d) attempt to bypass or disable any security feature of the Bank Equipment. When this Agreement ends, your right to use the Bank Equipment also will terminate automatically. You must maintain the Bank Equipment we provide to you in good condition, subject to normal wear and tear, and return it to us at the address we direct.

Except for Bank Equipment that we provide to you and agree to maintain, we will not be responsible for repairing or replacing defective Equipment. We also assume no responsibility for any computer virus or related problems that may occur with your use of this Service, whether you obtain equipment or software from us or from a third party.

Remote Deposit Capture/Image Cash Letter Equipment and Software. You may choose to use your own equipment and/or software (collectively, “your Equipment”) to scan and transmit images of the front and back of Checks and other information (e.g., MICR line data) to us. You will be responsible for all other equipment and materials necessary for the Service, including but not limited to a telephone, terminal, modem, Internet connectivity, consumables (e.g., ink cartridges and other supplies), and computer.

Your use of your Equipment for the purpose of processing Checks and information must be in the manner permitted by this Agreement. You may not attempt to bypass or disable any security feature of the Service using your Equipment. When this Agreement ends, your right to use the Service also will terminate automatically.

We will not be responsible for repairing or replacing defective items of your Equipment. We also assume no responsibility for any computer virus or related problems that may occur with your use of this Service, whether you obtain equipment or software from us or from a third party.

You will also be solely responsible for any errors, omissions, security breaches or inadvertent disclosures of any electronic data or other information that occur in connection with transmission of images or such other information to the Bank using your Equipment, whether such transmission takes place via secure file transfer protocol or any other means or application.

Using the Service. You agree to: (a) only use equipment and software that meet our Service specifications, as they change from time to time; (b) follow our Service instructions for capturing and transmitting Check images and other information to us; (c) clearly mark (above your endorsement) each Check that you transmit to us through this Service “For Deposit Only to Account [insert your account number]” where “virtual endorsement” of transmitted checks

by the Service is not active; (d) view each Check as it is scanned to ensure that the images (front and back) are being captured properly; (e) retain original Checks for no more than forty-five (45) days; (f) never use the Service to deposit any two-party checks (i.e., checks made payable to you and another party), unless you and the Bank have previously executed the Two-Party Check Rider; (g) no later than the forty-fifth (45th) day, promptly destroy (by shredding) the original Checks; (h) adopt commercially reasonable security procedures in connection with the storage and destruction of original Checks and any copies of such Checks; (i) allow us to examine the physical location where you capture and transmit Check images and store original Checks to confirm your compliance with this Agreement; (j) adequately train your users on the use of the Service and evaluate the need for separation of user duties to reduce the risk of fraud; (k) be subject to periodic audits, which may include filling out various risk or audit attestations; (l) allow us to inspect any audit report related to your operational process for the Service; and (m) provide us with the original Check (if it is within your possession) or a sufficient copy of the Check within five (5) business days of our request. A “sufficient copy” of a Check is a paper reproduction of an original Check that accurately represents all of the information on the front and back of the original Check as of the time the image was transmitted to us by means of this Service. Once you transmit Check information to us, you agree that you will not attempt, directly or indirectly, to negotiate, deliver, transfer or deposit the original Checks (or copies of such Checks, whether in paper or electronic form) with us or others.

Certain Checks Not Permitted. You may use the Service only to process the deposit of original paper Checks that are payable to you. Unless we specifically agree otherwise in writing, you may not use the Service to deposit: (a) Checks payable to a third party; (b) two-party checks (i.e., checks made payable to you and another party); (c) demand drafts or remotely created checks (i.e., checks lacking the original signature of the drawer); (d) substitute checks (i.e., paper checks created from an electronic image); (e) Checks that are irregular in any way (e.g., where the numerical and written amounts are different); (f) Checks that have previously been returned unpaid for any reason; (g) Checks that are postdated or more than six (6) months old; (h) Checks drawn on a foreign bank or payable in a foreign currency; (i) Checks payable to “Cash;” (j) registered government warrants; (k) any Check that you suspect is fraudulent or not properly authorized; or (l) any Check or Checks that exceed the transaction limitation(s) that we establish from time to time. Our processing of any of the Checks described above shall not obligate us to continue that practice, and we may stop doing so without cause or prior notice.

We may refuse any Check for deposit, with or without cause, or may elect to take a Check on a collection basis only. If we accept a Check for collection, we will send it to the institution upon which it is drawn, but will not credit your account for the amount until we receive the funds from the other institution. If we elect to credit your account before then, we may charge the amount back against your account if we do not receive payment for any reason. Please see your account agreement for other restrictions on deposits.

Your Representations. You represent and warrant the following with respect to each Check that you transmit electronically to us: (a) you have the legal right to accept the Check for deposit and negotiation, regardless of the name of the payee shown on the Check; (b) the images and information that you transmit accurately represent all of the information on the front and back of the original Check, including (without limitation) all endorsements, at the time of transmission; (c) you have not taken any action that would obscure, alter or impair the capture or transmission of information on the front or back of the Check or that otherwise may prevent us or another institution from capturing or processing such information; (d) you make all warranties that would otherwise apply to the Check if it had been a paper item deposited with us; (e) you make all encoding, transfer, presentment and other warranties that we (or any correspondent bank we use) are deemed to provide to others (e.g., as a reconverting bank) under any law, clearing house rule, or image exchange network or agreement to which we are a party; (f) the Check will not be presented for deposit or payment more than once; (g) you will not submit files with malicious code; (h) you have complied with all the terms and conditions of this Agreement, including but not limited to the Paragraph entitled “Certain Checks Not Permitted” above; (i) if you and the Bank have executed the Two-Party Check Rider, that you are in full compliance with all the terms and conditions thereof; and (j) if we agree that you may process previously truncated and reconverted substitute checks through this Service, you will ensure that the

identification of previous truncating and reconverting banks are preserved and that returned substitute checks meet the requirements for legal equivalency under Federal Reserve Regulation CC.

Hours of Operation. The Service can be utilized twenty-four (24) hours a day, seven (7) days a week, except when our system is unavailable due to needed maintenance or system outages. Deposit information received on or after our Service cutoff hour (which we may change from time to time) or on a Saturday, Sunday, state banking or federal holiday, may be deemed received by us as of the next business day. We are not responsible for the unavailability of the Service or any damages that may result from its unavailability. If the Service is not available for any reason or a Check cannot be processed by means of the Service, you may deposit your Checks directly with your Business Financial Center of account.

Confirmations. Although we will not send you a confirmation for each Check we receive, you can use our Business Online Banking Service the following business day to confirm deposit of your transmitted deposit file. If Check information received by us is not complete or cannot be processed by us for any reason, we may reject the deposit, notwithstanding any file receipt information shown at our website, and charge the amount back against any provisional credit to your account. You are encouraged to validate balances and transaction history at least daily using our Business Online Banking Service.

Your Review of Transactions. You agree to view the images of each scanned Check (front and back) that you send to us. Although we will not send you a confirmation for each Check we receive, you can use Remote Deposit Capture to confirm our receipt of your batch file. If Check information received by us is not complete or cannot be processed by us for any reason, we may reject the Check and charge the amount back against any provisional credit against your account.

Returned Checks. If a Check is returned unpaid to us for any reason, we may return it to you in the form of a Substitute Check. If you decide to redeposit the returned item, you may only redeposit the Substitute Check at your nearest Citizens Business Bank Banking Center; you may not deposit the original Check.

Availability. If we receive your Check information on a business day before our Service cutoff hour, we will consider that day to be the day of your deposit. If we receive your transmission after our cutoff hour or on a non-business day, we may treat the deposit as received the next succeeding business day. If the drawee of a Check or another third party makes a claim against us or seeks a re-credit with respect to any Check processed through this Service, we may provisionally freeze or hold aside a like amount in your account pending our investigation and resolution of the claim. We also may charge your account for any Check that is returned, whether or not the return is timely or proper.

Indemnification. You will indemnify, defend, and hold us harmless against any and all actions, proceedings, liabilities, losses, costs (including attorney's fees) and claims, including (without limitation) warranty claims, that result from or arise in connection with: (a) our processing of Checks in accordance with this Agreement, any Rider to this Agreement or your instructions; (b) your actions or omissions, including your breach of any representation or failure to comply with this Agreement or any Rider to this Agreement; (c) any modifications or changes you make to the Equipment without our written consent; (d) any use or misuse of Bank Equipment by you, your employees or agents; (e) any use or misuse of your Equipment (or any third party Equipment) by you, your employees or agents; (f) your failure to comply with applicable State and Federal laws and regulations; (g) actions by third parties, such as the introduction of a virus, that delay, alter or corrupt the transmission of Check images or information to us; or (h) any claim by a recipient of a substitute check corresponding to a Check processed through the Service, that the recipient incurred a loss due to (i) the receipt of the substitute check instead of the original Check, or (ii) multiple payments with respect to the same original Check, based on any combination of the original Check, the substitute check and/or any paper or electronic copy of either.

15. Reserve Account. We may require that you establish and maintain a reserve account ("Reserve Account") with us to cover your obligations under this Agreement, including (without limitation) Service transactions which: (a) the ostensible drawers of Checks claim lack their endorsement or authorization; (b) the drawers of Checks claim are in an amount and/or on terms not authorized by them; and/or (c) are subject to claims of breach of warranty. You grant us a security interest in the Reserve Account for all

obligations owing to us under this Agreement. The Reserve Account will only bear interest if it is opened by you and us as an interest-bearing account. You shall deposit an amount (the "Initial Reserve Amount") that we designate in the Reserve Account within five (5) days from our request.

If we determine that your reserves may not be sufficient to cover our risk for potential claims (e.g., based on factors such as the volume and amount of past or current returns/claims, your financial condition, the risk of new product offerings by you, fraud losses, substantial increases in the average number or amount of Checks, and other relevant circumstances), we may increase the amount of the Initial Reserve Amount by providing notice to you. If you fail or refuse to deposit sufficient reserves promptly upon our request, we may transfer funds to the Reserve Account from the proceeds of your deposits or from your other accounts with us. We may charge any of your accounts, including the Reserve Account, for any returned Substitute Check or claim. Your obligation to us for any return or claim, and our right to charge your accounts, will not be limited by the balance or existence of any reserve.

Upon the termination of this Agreement, we may require, and you shall promptly deposit, funds in the Reserve Account that we estimate may be needed to cover potential returns and claims that may arise after termination. This provision shall survive the termination of this Agreement.

16. Electronic Data Interchange Service. You may originate or receive data transmissions that consist of documents and payment instructions. This Agreement applies only to the Electronic Data Interchange Services that we provide to you. The legal relationships, and the terms and conditions relating thereto, between you and your trading partners will be governed by the terms of the Electronic Data Interchange contracts between you and them, and will not be binding on us.

17. Funds Transfer Services. We offer funds transfer Services that allow you to make payments to others and to transfer funds between Citizens Business Bank accounts and accounts held with other financial institutions. Funds transfers may occur as bill payments, internal transfers, and wire transfers or as Automated Clearing House (ACH) transactions.

Section 1073 of the Dodd Frank Wall Street Reform and Consumer Protection Act ("Dodd Frank 1073"). Section 1073 establishes a new regulatory framework governing cross-border electronic transfer payments originated by US consumers. The obligations created by this regulation apply only to international electronic payments originated by US natural persons that are for personal, household or family use. The obligations do not apply to payments originated by US corporate customers. You agree that all funds transfers initiated through Business Online Banking are for business purposes only and NOT for personal, household or family purposes.

Your Payment Orders. When you transmit a transfer or payment request ("Order"), you authorize us to charge the designated account for the amount indicated. When we receive your Order we will determine, in our sole discretion, how that transfer will be effected. For ACH transactions, in order to comply with National Automated Clearing House Association ("NACHA") guidelines, you must submit ACH Consumer Credit Orders to us two (2) business days before the payment date and all other ACH Orders one (1) business day prior to the payment date. Standard Entry Class (SEC) codes covered under this agreement include CCD/CTX and PPD entries only. You agree not to submit ACH Debit Orders for telephone-initiated (TEL), or Internet-initiated (WEB) entries without our prior written consent. All other SEC codes are restricted under this agreement.

Your Orders must comply with the form, format and other requirements set forth in your User Guide, the Rules (if applicable), and any security procedures that we establish for the Service. We are not responsible for detecting or rejecting duplicate Orders. If you give us an Order that is incorrect in any way, you agree that we may charge your account for the payment whether or not the error could have been detected by us.

You must accurately describe all required fields in payment orders to ensure accurate processing, including transaction beneficiaries, account numbers, intermediary financial institutions, and the beneficiary's financial institution in your Orders. If you describe any beneficiary or institution inconsistently by name or number, the Bank and/or other institutions may process the Order solely on the basis of the number, even if the number identifies a person or entity different from the named beneficiary or institution.

You will not allow others to initiate Orders on your behalf without our prior written consent. You will be solely responsible for the acts and omissions of such agents. You agree to indemnify, defend and hold us harmless from any actions, claims, proceedings, damages, losses and costs which you or we incur as a result of their actions or omissions.

Available Funds. We may refuse an Order if there are not sufficient collected and available funds in your account on the date we initiate the transaction or on the payment date. ACH credit transactions must be submitted two (2) business days prior to the settlement date. We may require you to maintain sufficient available funds in your account prior to our processing your Order. We may also place a hold on funds pending our processing of your Order. If we have reason to believe that you do not have adequate funds to cover an ACH Credit Order, we may delay execution of the Order until we receive adequate assurance from you that funds will be available. Nothing in this Agreement, or any course of dealing between us, shall be construed as our commitment or obligation to lend money to you.

International U.S. Dollar Transfers. Bank reserves the right, at its discretion, to use an Intermediary Bank of our choice, regardless of any instructions provided by you via Business Online Banking. If you require the Bank to direct your transfer through a specific Intermediary Bank, you must provide your wire transfer instructions in writing, with sufficient lead time, to a Citizens Business Bank Business Financial Center.

ACH Transaction Rules. You agree to comply with the operating rules (the "Rules") of NACHA when you conduct transactions through the ACH. You can obtain a copy of the Rules at pubs.nacha.org or by telephoning NACHA at 800.487.9180. NACHA revises rules periodically. You agree to monitor and abide by new and changing rule changes as they become effective and we recommend that you subscribe with NACHA to receive notifications. You agree to reimburse us for any penalties, fines and/or charges that we incur as a result of your failure to comply with this Agreement or any Rule.

Audit. Bank shall have a right to audit your compliance with this Agreement during normal business hours and upon reasonable prior notice. The audit shall comply with the audit requirements of the NACHA Operating Rules and you may be asked to provide Bank with a certification of compliance at least annually or upon Bank's request, sent by December 1st of each year to:

**Citizens Business Bank
Attn: ACH Operations Manager PO Box 3938
Rancho Cucamonga, CA 91730**

Warranties. Each time you use an ACH Service, you warrant that you have obtained appropriate authorization from each Receiver and that Entries conform to such authorization and comply with NACHA Rules, and you make the same warranties to us as we make under Section 2.1 (or any successor section) of the NACHA Rules. You agree to indemnify us and hold us harmless for any losses, liabilities, or other damages we may suffer as a result of your breach of any of these warranties, including any costs and attorneys' fees we may incur.

Foreign Currency Transfers. If your Order involves a funds transfer in foreign currency, we may execute the Order in the currency of the payee's financial institution's country at either our buying rate of exchange for U.S. dollar transfers or the exchange rate of the payee institution. If the transfer is returned for any reason, you agree to accept the refund in U.S. dollars in the amount of the foreign money credit, based on the current buying rate on the day of the refund, less any charges and expenses incurred by us. Foreign transfers may be subject to delays, changes in foreign currency exchange rates, and charges imposed by other financial institutions. A portion of those charges may be shared with us.

Authorization and Record Retention. You may initiate ACH debit and drawdown wire Orders only with the prior written authorization of the owners of the accounts affected by such Orders. You agree to maintain a copy of each authorization for a period of two (2) years following its termination, and to provide us with a copy upon request. You will not submit ACH debit Orders to collect funds for checks or other paper items which have been dishonored and returned for any reason, even if such represented check Orders are permitted under the Rules.

Internal Transfers. Transfers between your deposit accounts with us are subject to the terms of your account agreement. Although you may instruct

our online system to make transfers between your accounts at any time on any day, transfers occurring after our Service cutoff hour or on non-banking days may not be posted until the next banking day.

Transaction Limits and Safeguards. You agree not to exceed the transaction limits we establish from time to time for your account or any Service. You agree that you will not allow anyone to initiate Orders without proper supervision and adequate safeguards, and that you will regularly audit the actions of your Administrator and authorized representatives.

Cancellation and Amendment of Orders. You may not cancel or amend an Order after we receive it. If we attempt to reverse an Order at your request, we assume no liability for any interest or losses that result if the reversal is not effected. You agree to indemnify, defend, hold harmless and reimburse us for all expenses, losses, claims, actions, proceedings and damages we incur in effecting or attempting to effect any reversal. You are solely responsible for providing notice to receivers that a reversal is being transmitted and the reason for the reversal no later than the settlement date of the reversing entry.

Refusal of Orders. We may refuse any Order with or without cause or prior notice. For example, we may refuse an Order if there are not sufficient collected and available funds in your account on the date we initiate the transaction or on the settlement date. We may notify you of such refusal electronically, in writing, by telephone, or otherwise no later than two (2) business days after the date the Order was to be effected (value date). We are not liable to you or to any third party for any losses or damages in the event that we reject any Order. We are not required to pay you interest on a rejected Order for the period from refusal of the Order to your receipt of the notice of refusal.

Notice of Returned Orders. We may notify you electronically, in writing, by telephone, or otherwise regarding any Order that is rejected or returned for any reason. We will not be obligated to credit your account with any interest, unless the return is caused by our failure to properly execute the Order. We may attempt to remake the Order if the return is due to our error and we have sufficient data to remake the Order. You agree to reimburse us promptly for the amount of any ACH debit or wire drawdown Orders that are reversed, adjusted or returned. You may not resubmit any ACH debit or wire drawdown Order where the payment was stopped by the accountholder.

Notices and Statements. Information on internal account transfers to or from your Citizens Business Bank accounts will be reflected on your periodic statements and may be available to you online. We are not required to provide you with any other notice of the receipt, transmittal or debiting of Orders. You are encouraged to validate account balances and transactions at least daily. Statements are available in paper format and electronic format. Default delivery of account statements is electronic, via online banking.

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

Unauthorized Order. We may process any Order (including an amendment or cancellation Order) we believe is transmitted or authorized by you if we act in compliance with the security procedure (including any callback procedure) agreed upon by you and us. Such Orders will be deemed effective as if made by you, and you will be obligated to pay us in the amount of such Orders, even though they are not transmitted or authorized by you. We strongly recommend that you impose a dual control environment in connection with the transmission and confirmation of Orders. If you elect not to employ a dual control environment or choose to forego other security procedures, you acknowledge that your account information and balances are in greater jeopardy and subject to a significantly higher potential risk of loss.

18. Lockbox Service. For purposes of this Agreement, "Lockbox Operations" includes the Bank's designated third-party Lockbox service provider. Lockbox Operations will process payments which you receive by mail or other preapproved methods from others ("Customers") by: establishing a post office box address where Customers may mail payments to you; arranging for the collection of such payments each business day; endorsing checks on your behalf; depositing payments to your designated account; and providing related accounting and record keeping services.

Commencement of the Service. Once we notify you that we are ready to commence the Service, you may direct customers to mail payments to you at the post office box address we designate. Lockbox Operations will have exclusive and unrestricted access as your agent to the mail at such address.

Our Processing of Checks. You authorize Lockbox Operations to endorse all checks received on your behalf through this Service. Lockbox Operations may accept checks for deposit to your account without endorsement and regardless of any difference between the name of the payee and your legal name (e.g., "Acme", as opposed to "Acme Publishing, Inc."). You will be deemed to warrant the endorsement of all items received through this Service, as well as your right to receive such items for deposit to your account.

Deposit of Checks. We will deposit customer payments to the account you have designated, pursuant to the terms of your account agreement. Lockbox Operations may process items received after our cutoff hour on a business day or on a Saturday, Sunday or holiday as of the next business day.

Copies of Checks. We will make a copy or record of each check processed pursuant to this Service and will retain the record for seven (7) years. At your request and expense, Lockbox Operations will prepare copies of checks for you. You acknowledge that microfilm or image processing is subject to error on occasion and agree to hold us and any third party processor we use harmless from all claims, actions, damages, attorney's fees and costs associated with our inability to produce copies of checks.

Irregular Items. Lockbox Operations may reject items for deposit that are irregular in any way. At our discretion, Lockbox Operations may process, send for collection, or forward to you for disposition: checks that contain discrepancies or minor errors (e.g., a difference between the written and numerical amounts), postdated checks, stale dated checks, checks bearing payee names different from your name, checks that do not bear the drawer's signature, altered checks, checks drawn on a foreign bank or in a foreign currency, and other irregular items. Lockbox Operations assumes no obligation to identify and/or return items bearing notations such as "Payment in Full." [Note: Some Customers imprint such notations on checks as a normal business practice. We generally process such items.]

Unless we agree otherwise in writing, Lockbox Operations assumes no duty to confirm that any payment equals the amount of any accompanying payment coupon, statement or invoice. You agree not to send or have others send demand drafts (items not created by the maker and do not bear the maker's signature but purport to be authorized by the maker) to the Lockbox.

Your Instructions to Customers. You agree to instruct customers not to send cash, returned merchandise, notices, communications or other materials (not previously approved by us in writing) with their payments to the address specified for this Service. Unless we agree otherwise in writing, you also agree that you will not provide customers with marketing reply forms or other materials in connection with your billing process that customers may return with their payments to the Service address. You agree to notify us at least forty-five (45) days in advance of any change in your remittance statements and/or mailing schedule.

Unless otherwise agreed in writing, we assume no duty to you or others with respect to returned merchandise, property, or correspondence mailed to the address provided for this Service. We may return such items to the sender (if known by us) or, at your request, forward them to you at your sole risk and expense.

Cancellation. You may request cancellation of your Lockbox Services at any time, subject to providing a written notification to the Bank. You are responsible for any fees incurred prior and up to the Lockbox Services being canceled, as well as fees incurred as part of any post-cancellation activity (i.e. mail forwarding, etc.). In addition, if the annual fee for your PO Box was paid by the Bank and you are being charged a monthly fee, the remainder of the unpaid annual fee shall be due from you in its entirety at the time of cancellation. Upon the Bank's receipt of cancellation, the Agreement shall be deemed terminated. And with your cancellation/termination of the Agreement, the Bank and its associated Lockbox Operations shall have no further duties or obligations under the Agreement to you or your Customers, other than those duties or obligations which the Bank and its Lockbox Operations choose to continue, at its sole discretion, pursuant to the post-termination provisions below, for which you and your Customers will remain liable for. Other than the written cancellation notice being provided to the Bank, and our confirmation of

receipt of the request, there shall be nothing further required to confirm both cancellation and termination of the Agreement.

Post-Termination. You agree to notify Customers to stop sending payments through the Lockbox following the termination of this Service. At your request, we may (in our sole discretion) agree to continue processing payments and/or will forward mail received through the Lockbox to you for a short period of time following the date of termination. Such processing will be subject to the terms of this Agreement in effect on the date of termination. Otherwise: (a) we may terminate the Lockbox and/or refuse to pick up any further mail from the Lockbox; (b) we may forward or send to you by courier (at your expense) any Lockbox mail that comes into our possession; and (c) if you fail or refuse to pay our expense for sending you such mail, we may return or send, at your expense, any Lockbox mail to the sender (if known).

Returned Items, Property or Theft. Unless otherwise agreed by the Bank in writing, we assume no duty or responsibility to you or others with respect to returned, damaged or stolen merchandise, property or correspondence mailed to the address provided for this Service. We may return such items to the sender (if known by us) or, at your request, forward them to you at your sole risk and expense. You acknowledge that any such merchandise, property, correspondence, checks or money instruments can be intercepted, misplaced, stolen, damaged or altered by parties other than the Bank ("Wrongful Acts"), that the Lockbox may be established in the facility of an unrelated entity such as the U.S. Postal Service or United Parcel Service, and that the Bank disclaims any duty or responsibility for (and you hold the Bank harmless from) any losses or damages you may suffer or incur, whether direct, consequential or otherwise, as a consequence of any such Wrongful Acts.

19. Mobile Banking Service. If you are approved for this Service, you can use a Mobile Device, together with your Credential(s), to access our Mobile Banking Services (e.g. account information, alerts, and funds transfers). Your Mobile Device must support 128-bit encryption, be web-enabled, run a current supported version of the mobile device operating system, and able to send and receive text SMS messages. This Agreement does not amend any agreement you may have with your Internet service or wireless providers. Mobile Banking may not be available over some network carriers and may not support all Mobile Devices. See our User Guide for further details and check our website for downloadable applications.

Consent to Receive Email and Text Messages. You may receive electronic mail ("email") and SMS text messages relating to your account and transactions from time to time. You authorize us to send emails and SMS text messages to you in connection with your accounts and transactions at the email address or mobile phone number you provide to us, even if you elect not to receive other marketing messages from us in that manner. Your carrier's normal rates and fees, such as text messaging fees, will apply. To stop receiving SMS messages you can initiate the opt-out process by sending an SMS message.

Just text "STOP" to this number: 320-75.

Mobile Device Security. The Bank strongly recommends password protecting your Mobile Device(s). Your Mobile Device could be at risk of unauthorized tracking or other manipulation by "spyware" or other malicious code. You agree to take reasonable precautions to ensure the safety, security, and integrity of transactions conducted with your Mobile Device (e.g. not leaving you Mobile Device unattended when logged into any Service). We are not liable for any unauthorized use of or transaction initiated on your Mobile Device, and you will indemnify us and hold us harmless from any loss or liability for any such unauthorized use or transaction.

Limitation of Our Liability for Mobile Banking Service. Alerts that we send to you are not intended to replace your account statements or other communications and may be delayed or prevented by factors affecting your Mobile Device manufacturer, Internet service provider, or carrier. We assume no liability for losses or damages arising from the non-delivery, delayed delivery, or misdelivery of alerts. Information available through our website may not be available through your Mobile Device, may be described with different terminology, and may vary from the information available through your Mobile Device.

20. Image Service. Our Image Services will make available to you digital images of checks, drafts, deposited items, returned items, notices of debit adjustments (with respect to this section, "debits") and/or notices of credit

adjustments and deposit slips (with respect to this section, “credits”) with respect to specified accounts established with us. Digital images will be made available to you at such times as may be set forth in the applicable User Documentation or as otherwise established by us. Images may be made available to you via online banking or file transmission.

If an image of a check or draft is missing or is illegible, we will provide you with a copy upon your request. Your request must include the account number, check serial number, exact amount and the date the payment posted to your account. We may assess a fee for copies provided to you. We will not be liable for failure to provide copies by a given time or for failure to provide copies we are not reasonably able to provide.

Notwithstanding the Limitation of Liability section of this Agreement, we will not be liable for damages arising under any Image Service in excess of the amount of the check, draft or miscellaneous debit giving rise to your claim. Any such claim must include the account number, the check serial number, the exact amount of the payment, the date the payment was made, the name of the payee, a detailed explanation of how the claimed loss occurred and the name, address and phone number of the payee.

21. Stop Payment Service. You may stop the payment of a check or other transaction by following the procedures established for the specific Service. For ACH and check stop payments, call 888.228.2265 or go into a Citizens Business Bank Business Financial Center. Stop payment on a check can also be initiated via Business Online Banking Service. You are responsible for performing an electronic or other search to determine that a check has not yet been paid prior to placing a stop payment request on that item. To stop payment on a check, you must provide us with timely, complete and accurate information on: the number of the account in question; the date of the item; the item number; the payee information and the EXACT amount of the item (dollars and cents). If any information is incomplete or incorrect, we will not be responsible for failing to stop payment on the transaction. Requests become effective when we confirm their receipt and have verified that the item has not been paid. There is a fee for each request (effective for twelve (12) months), whether or not we receive your request in time to act upon it. Requests received after our cutoff hour or on non-business days may be deemed received by us as of the start of the next business day. If our online system is not available for any reason, you can contact your Business Financial Center of account to make your request.

22. Smart Safe Advanced Credit Service. You agree to subscribe to and Bank agrees to provide to you smart safe settlement services, in accordance with the terms and conditions set forth herein and as described in various service profiles, implementation forms, and procedures as are required to fulfill the service and issued by Bank from time to time. You are responsible for maintaining a Citizens Business Bank deposit account in good standing in order to allow for transaction settlement related to the service.

Process. You have entered into a cash service agreement with an armored carrier of your choice (“Armored Carrier”) which will provide for placement of smart safe vaults at locations as specified by you for the purpose of accepting and receipting of currency deposits destined for deposit into your account at Bank. You agree that Armored Carrier personnel will be the only party that has access to the contents of the smart safe vaults at any time. You have requested Bank to provide provisional credit daily to your bank account representing the amount of validated currency deposited into the smart safe vault each day as reported by the Armored Carrier (“Carrier Report”). You will instruct Armored Carrier to transport currency on a prearranged schedule, not less than once every week, to Bank’s cash vault at an Armored Carrier facility where the smart safe vault contents will be independently balanced, verified, and reconciled. Any discrepancy between the Armored Carrier count and the Carrier Report will be reported to both you and Bank. Bank will accept the physical transfer of strapped currency to the Bank’s vault inventory as verified and presented by Armored Carrier and will debit or credit your bank account for any reported difference.

Schedule. Bank will access the Carrier Report daily and provide provisional credit to your account in the amount of validated currency deposited into the smart safe vault each day by 5:00 PM as reported by the Armored Carrier. Cash Deposits which have been provisionally credited to your account but have not been received at Bank’s vault will be logged as Cash in Transit. Armored Carrier will retrieve the contents of the safe at least once every week, verify

and reconcile the count, and transfer custody of the currency to Bank’s Cash Vault. Upon physical receipt of currency, Bank’s Cash Vault will log receipt of the currency bag. Any discrepancy between provisional credit provided to you and Armored Carrier final count will be charged back to your deposit account. Provisional credit may be revoked if currency has not been received by Bank from Armored Carrier within eight (8) business days.

Bank Responsibility. Bank will in its sole discretion provide settlement services in the form of provisional credit daily to your bank account representing the amount of currency deposited into the smart safe vault each day as reported by your Armored Carrier’s Report. Bank does not directly handle, store or transport any currency, and will not in the future handle, store or transport any currency, for or on your behalf in connection with the smart safe settlement service. Bank does not make any representation or warranty regarding any Armored Carrier or Contractor and you agree that the Armored Carrier or Contractor will act solely as agent for you when accepting and transporting currency in connection with the smart safe settlement service. Bank will not be liable to you or any third party for shipments, including shipments that are lost, delayed, stolen, or damaged while in transit. Bank has no role other than daily settlement in the smart safe settlement service and is not responsible for any performance issues or service charges associated with the delivery of the smart safe settlement service including armored car expenses.

Agreement. You agree to authorize Armored Carrier to provide Bank access to the Carrier Report in order to allow Bank to view smart safe vault activity for settlement purposes. You understand and agree that Bank is providing provisional credit for smart safe vault daily deposit activity. You acknowledge that upon receipt of provisional credit from Bank, ownership of the contents of the smart safe vault is transferred to Bank. You agree to indemnify Bank against any action, claim or proceeding by another financial institution which claims a security interest in the contents of the smart safe vault for which Bank has given provisional credit. Any currency deposit for which provisional credit has been received must be retrieved by the Armored Carrier, currency validated, the count verified, and custody transferred to Bank within eight (8) business days of receiving provisional credit or credit may be subject to revocation. You agree that Bank will rely solely upon the daily accuracy of the Carrier Report when providing provisional credit and that you will be responsible for any discrepancy between the Carrier Report and the physical verification of the currency by the Armored Carrier including, but not limited to counterfeit bills. Any discrepancy, including but not limited to, damage to safe, missing safe, Armored Carrier’s failure to perform, or theft of contents (whether directly from safe or during transit by Armored Carrier) will be cause for provisional credit to be revoked. In the event of any contractual dispute between Bank and Armored Carrier relating to the smart safe settlement service, Bank will suspend provisional credit to you until the dispute is resolved. Any difference in the currency count reported by Armored Carrier will be charged back to you. All differences including but not limited to failure of the Smart Safe in any way, counterfeit bills, or theft will be charged to your settlement account.

Fees. Fees for Services will be assessed in addition to any other service fees owed under any other deposit account or service agreement. Service fees will be collected by monthly Account Analysis to your deposit account and may be offset against any available earnings credit. Your analyzed average collected balance will be adjusted based upon your smart safe advanced credit deposits. **Due to the provisional nature of Smart Safe Advanced Credit service, the established Analysis Earnings Credit Allowance (ECA) rate will be applied to 75% of Smart Safe cash deposits.** Any shortage of earnings credit to offset overall fees will be charged to the deposit account being analyzed. Bank may change its fees from time to time upon written notice to you.

Limitation on Liability. Bank’s duties and responsibilities shall be limited to those set forth in the Agreement. In no event shall Bank be liable for (i) any delays or nonperformance by the Armored Carrier; (ii) any punitive, indirect, consequential or special damages or lost profits, even if Bank has been advised of the possibility of such damages, including without limitation any claims of wrongful dishonor resulting from Bank’s acts or omissions under this Agreement; (iii) the acts or omissions of a contractor, vendor, processor, third party servicer or vendor used by you or Bank, or any loss, cost, damage or expense incurred by any person or entity in connection therewith; (iv) Your negligence or breach of any agreement with Bank; (v) any error, failure, delay, loss, cost, expense, or damage to you in connection with any communication link, software, or any technical computer service, including

software installation or de-installation, including any performed by Bank, or your or Bank's use thereof; (vi) any ambiguity, inaccuracy or omission in any instruction or information provided to Bank; (vii) the application of any government or funds-transfer system rule, guideline, policy or regulation; or (viii) Bank's inability to confirm to its satisfaction the authority of any person to act on your behalf. There may be other exceptions to Bank's liability, as stated in the Deposit Agreement or other service agreements with Bank.

23. Tax Payment Service. You appoint us to act as your agent for the purposes of preparing and making tax payments and deposits on your behalf. Upon our request, you agree to execute such additional enrollment forms and authorizations as we may request. You and we will agree in writing regarding the specific taxes that are to be paid as part of the Service. You authorize us to release account and tax payment information to any taxing authority in performing the Service and to confirm payments.

Accuracy. You are solely responsible for determining the amount of any taxes due and transmitting payment information in accordance with our procedures. You must furnish us with complete and accurate master file and tax payment information, in the form and format specified by us. Transmission of transaction data to us will be at your expense. Our record of your transmitted payment data will be deemed correct and complete. We will have no responsibility for (a) determining the correctness of any tax computation or payment, (b) questioning the timing or amount of any payment, (c) determining or questioning the correctness of any report or information submitted by you (even if it appears incorrect on its face), or (d) any penalty which may be imposed if you instruct us to make a payment after our cutoff hour or the date the tax payment is due. You are responsible for promptly making required tax payments by another means in the event there is an interruption in the Service.

Inability to Process. We will notify you orally, electronically or in writing if we are unable to process any report or payment in the manner contemplated by the Service no later than the banking day following the payment date. If you fail to maintain sufficient collected and available funds in your account, we may refuse to perform the Service. If an order is rejected, it will be your responsibility to resubmit the order.

Funds Awaiting Distribution. When we receive your instruction to make a tax payment, we will charge your account for the amount of the payment(s). The funds will be held by us as a non-interest bearing deposit liability to you, but will not be held in trust. Until we make your tax payment, your funds will be subject to offset for any debts owed to us.

Cancellation. You may cancel a payment instruction for an impending tax payment by telephoning us at 888.228.2265 prior to our cutoff hour on the same calendar day as the original instruction. We will not be liable to you for failing or refusing to stop payment of taxes if your notice is received after the cutoff hour. If we attempt to cancel or amend a payment or to retrieve funds at your request after an order has been confirmed or acted upon, you agree to indemnify, defend and hold us harmless from all claims, actions, losses, expenses and costs which arise, directly or indirectly, as a result.

Your Duty to Pay Taxes. You assume the risk of any failure to transmit the data to us in a timely and correct manner. Any interruption of the Service, regardless of the reason, will not relieve you of your obligation to make a tax payment or report. You are responsible for promptly making required tax payments by another means in the event there is an interruption in the Service.

ACH. Tax payments are made through the Automated Clearing House and will be subject to the "Fund Transfer Services" section of this Agreement.

No Tax Advice. You acknowledge that our employees are not authorized or permitted to give tax advice to you. You agree not to seek or place any reliance upon tax advice from us or our employees.

24. Overdrafts. Our practice of allowing overdrafts at our discretion will not obligate us to continue the practice at a later date. We may discontinue permitting overdrafts at any time and without prior notice.

25. Cash Vault Service. Cash Vault services are offered by Bank for Customers who require ground transportation for the pick-up and delivery of cash and non-cash banking transactions to a cash vault. For purposes of this Agreement, "Cash Vault Operations" includes the Bank's cash processing department and any designated third-party cash processing service provider. You will specify account(s) at Bank, and Bank's Cash Vault Operations will process cash deposits and cash orders in connection with Cash Vault Services.

Account. All deposits of currency, coin or checks will be credited to, and all withdrawal of currency, coin and checks will be debited against your Bank account, which you have designated for such purpose.

Deposit Processing Service. Cash Vault Operations may accept shipments containing deposited items which have been prepared and delivered in accordance with Bank's Cash Vault Deposit Guide procedures from anyone purporting to be an agent of yours. Only armored carriers may make deposits directly to a cash vault. Cash Vault Operations will provide receipt for shipments delivered by your agent which arrive prior to the daily deadline established by Bank. Cash Vault Operations' receipt for shipments will not be deemed proof of its receipt of any contents listed in an inventory which may accompany the shipments (i.e., we validate receipt of shipment but it may take days to piece count the cash). Cash Vault Operations' acceptance of any nonconforming shipments will not be deemed a waiver of any of its rights or disclaimers of liability. You assume full responsibility for the timeliness, accuracy, completeness, form, format, and content of any information it furnishes to Cash Vault Operations with respect to deposited items.

Packaging. You shall provide designated armored carrier a securely sealed or locked shipment container, sealed according to the manufacturer's instructions, which may contain any or all of the following: currency, coin, or checks. You represent and warrant that it will not conceal or misrepresent any material fact concerning the property delivered to the armored courier or Cash Vault Operations.

Deposits. Cash Vault Operations will count the currency, coin deposits and other valuables received. Cash Vault Operations' count shall be deemed correct and final. Cash Vault Operations will notify you by appropriate means of any deposit for which Bank's count varies from your count by \$10 or more. You will maintain an account at Bank for the receipt of deposits of checks, cash and/or coin, in accordance with the Treasury Management Agreement, the Account Agreement, and any other applicable agreement between you and Bank.

Processing of Deposited Items. Items presented for deposit consisting of coin and currency may generally be provisionally credited on the Business Day of receipt by Cash Vault Operations, provided your armored courier arrives before Bank's established deadline and the deposit's preparation conforms to Bank's specifications. Items presented will be processed at Bank's designated Cash Vault Operations processing center. All cash deposits made by you will be subject to verification by Cash Vault Operations within the time frames established by Bank. Items presented for deposit consisting of checks must be prepared in a separate bag, independent of any cash. Check deposits will be directed to your Banking Center and are subject to check deposit processing guidelines, restrictions and Banking Center hours of availability.

Adjustment of Errors. If shipments are missing or do not contain all items indicated on deposit listing tapes and deposit slips, Bank will make an adjusting entry to your designated account. When an adjusting entry is made for cash shortages/overages on deposited items, Bank will provide you an advice of the adjustment on differences of \$10 or more.

Cash Ordering Service. Bank may provide you with United States currency and coin in designated denominations from time to time as requested by you. Orders for currency and coin may be placed no later than the cut-off time established by Bank for delivery on the selected Business Day. All cash orders will be charged to the account designated by you and if no account is designated by you, then any account of yours. Only armored carriers may pick up cash orders directly from a cash vault operated by Bank. Bank may specify a daily cash order limit and you agree that it will not initiate cash orders in excess of the designated limit. In no event shall you initiate a cash order in excess of the immediately available funds in the designated account. Orders placed after the cut-off time established by Bank will be made on a best effort and emergency basis only. Additional fees will apply.

Settlement. Cash orders to be delivered from a cash vault shall be delivered only to your armored carrier. Settlement for cash orders prepared by Bank will be charged to your designated account on the Business Day of delivery to your armored carrier. Bank may specify a daily cash order limit, and you agree that it will not exceed that limit without the prior written consent of Bank. You will hold coin and currency shipments in the custody of two (2) or more employees until the contents are verified. Contents must be verified by strap count by you on the day of receipt and by piece count within two (2) Business Days of receipt.

Discrepancies must be reported to Bank in accordance with Bank's procedures.

26. Credit Sweep Service. This Service allows your business, automatically, to obtain an advance from or make payments to your credit line with Citizens Business Bank ("we", "us" or "the Bank"). Credit approval is required for this Service.

Set up. You must designate a deposit account and credit line for the sweep transactions, and establish an amount you wish to maintain in the deposit account (the "Target Balance"). Any collected available balance in excess of the Target Balance will be considered "Excess Funds." No amounts will be deemed in the bank account collected available balance unless such amounts are collected and available funds under the Bank's normal policies and rules applicable to such account. A minimum Target Balance of \$100,000 is required. The Bank can change the Target Balance by giving written notice to you. Such change will become effective fourteen (14) calendar days after the mailing of the notice by the Bank.

Excess Collected Funds. Each business day during which the Bank conducts normal daily banking business, if we determine that there are Excess Collected Funds in your deposit account, we will debit the deposit account and credit the credit line the lesser of (a) the amount of the Excess Funds or (b) the outstanding principal balance in the credit line plus all interest, fees and charges then outstanding on the credit line. We will not transfer funds if the amount does not at least equal any minimum established for the Service.

Deficiency. Each business day during which the Bank conducts normal daily banking business, we will determine if the amount in your deposit account does not meet the Target Balance (a "Deficiency"). If we determine there is a Deficiency, we will debit your credit line in an amount equal to the lesser of (a) the amount by which the collected available balance is less than the Target Balance or (b) the amount which is available to be borrowed under the Credit Line.

Other Transfer Agreements. If you have arranged with us to have funds transferred to or from your deposit account or credit line by means of another Service, we may conduct transfers in accordance with these terms before or in lieu of making transfers under the other Service. You agree that we will not be in default of the agreement for the other Service as a result.

Overdrafts. We may debit your deposit account in accordance with this Service even though, subsequent to such debit, the account becomes overdrawn as a result of additional transfers or withdrawals from the account, the return of unpaid checks, or any other cause. In that occurs, you may be assessed our then-prevailing overdraft charge.

27. Correspondent Check Cashing. You may request our Bank to establish a relationship with a correspondent bank (Correspondent Bank), whereby the Correspondent Bank may from time to time agree to cash checks drawn on your accounts with our Bank and presented in person by the payee on the check at the designated office of the Correspondent Bank. You understand and agree that this Service will be subject to specific restrictions, including that it will apply only to checks drawn on your accounts with our Bank, it will apply only to checks made payable to individual persons and not businesses or entities, the checks will be limited to a maximum dollar amount of \$7,500 per check or such lower amount as either we or our Correspondent Bank determine, and the checks may be presented and cashed only at such offices of the Correspondent Bank as are designated from time to time. Either we or our Correspondent Bank may withdraw this Service or vary its terms at any time and for any reason, with or without prior notice to you or to any payee on any check you have issued.

Authorization and Fees. You authorize our Correspondent Bank to cash any check drawn on any of your accounts with our Bank and presented to our Correspondent Bank, regardless whether the check presented bears an unauthorized signature, contains a material alteration or is otherwise not properly payable, and regardless whether our Correspondent Bank has followed its then current check cashing procedures in connection with the cashing of your check(s). You agree to pay our Bank and/or our Correspondent Bank a periodic fee for this Service, which fee will be charged whether any check is cashed during a period and may be changed by our Bank or our Correspondent Bank from time to time upon prior written notification to you in accordance with this Agreement. In addition, a per-check check cashing fee shall apply with respect to checks cashed by our Correspondent Bank.

Termination of Service. In addition to the termination provisions in this

Agreement, the Bank may immediately and without prior notice terminate this Service whenever it has any basis to believe that there will not be sufficient available funds in any of your accounts to pay any check when presented. The provisions of this Agreement and any related documentation will continue in effect with respect to all checks cashed by our Correspondent Bank prior to termination of this Service.

Guarantee of Check Payment. You unconditionally guarantee payment of all checks presented to or otherwise paid by our Correspondent Bank even though at the time any particular check is presented for payment (a) the endorsement of the named payee is unauthorized; (b) the check was not drawn, issued or authorized by you; (c) our bank or our Correspondent Bank has received a valid stop payment regarding the check; (d) the check is cashed or otherwise paid even though you do not have sufficient funds in your account to cover the check; (e) your account has been closed or our Bank or our Correspondent Bank is prohibited from paying checks drawn against your account; or (f) our Bank or our Correspondent Bank has knowledge that the check bears an unauthorized signature, contains a material alteration, or is otherwise not properly payable.

Obligation of Reimbursement. If a check drawn on your account is dishonored or if our Bank is obligated to reimburse our Correspondent Bank or any collecting bank with respect to a check drawn on your account, upon written demand accompanied by evidence of such dishonor or reimbursement, you agree to promptly reimburse our Bank for all resulting loss. You hereby waive presentment and other notice of dishonor. In addition, you agree that our Bank has the right to debit or chargeback any account of yours at our Bank for any such loss.

Bank's Limitation of Liability and Company's Agreement to Indemnify Bank. In addition to the provisions of Sections 39 and 42 below, Bank will have no liability, including liability for any consequential, special, punitive or indirect loss or damage which you, our Correspondent Bank, a payee, the drawee, any collecting bank or any other person may incur or suffer in connection with a check drawn on any of your account(s). You will indemnify, defend, and save harmless Bank, and each of its directors, officers, employees, and agents (collectively in this section, "Indemnified Persons") from and against all liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) (collectively, "Losses and Liabilities") awarded against or incurred or suffered by Indemnified Persons arising directly or indirectly from or related to the cashing of any Check by Bank in accordance with this Service this provision on Limitation of Liability and Indemnification, and the preceding provisions on Guarantees of Check Payment and Obligation of Reimbursement, shall survive termination of this Service and/or termination of this Agreement.

28. Zero (Target) Balance Account Service. You maintain commercial checking account(s) with a zero or other target balance into which funds may be transferred from linked accounts designated by you in order to cover Debits presented for payment against the Zero Balance Account.

If Zero Balance Account Service ("ZBA Service") has been requested and agreed to by Bank, you authorize Bank at the end of each Business Day to transfer, on a manual or automated basis, all of the available/collected and/or ledger funds in the demand deposit accounts designated by you as "Subsidiary" Accounts into the account designated by you as its central concentration "Master" Account. Under the ZBA Service, Bank will automatically transfer available/collected and/or ledger funds from the Master Account to the relevant Subsidiary Account to pay checks and other debit items presented for payment against the Subsidiary Accounts. Conversely, as deposits occur in the Subsidiary Accounts, available/collected funds and/or ledger funds balance in those Subsidiary Accounts will automatically be transferred to the Master Account. In this manner, the Subsidiary Account will be maintained at a target available/collected funds balance and/or ledger balance as defined by you, which may be zero (0) dollars or some other target amount. Bank's provision of ZBA Service will be governed by this Section, other relevant portions of this Agreement and the deposit contracts governing your Master Accounts and Subsidiary Accounts.

Designated Master and Subsidiary Accounts. On the relevant service Application, you will designate a Master Account and at least one (1) Subsidiary Account to be subject to the ZBA Service. You may change the designated Master and Subsidiary Accounts and may add or delete a Subsidiary Account by providing Bank with verbal or written notice conforming to Bank's security procedures. Bank will make requested change within a reasonable time

following Bank's receipt of such notice.

Account Activity. Order of Payment and Rejection of Items. You may draw checks and other items on your ZBA Service Subsidiary Accounts, provided the aggregate amount of such checks and other items do not overdraw your Master Account. You agree not to issue any checks or other debit items on the Master Account or any Subsidiary Account if the aggregate amount of all such items would exceed the combined available/collected funds balance on deposit in the Master Account and/or the applicable Subsidiary Account.

You hereby acknowledge that, at the end of each Business Day, as part of Bank's closing process for each of your Master and Subsidiary Accounts, Bank will make the funds transfers necessary to pay the checks and debit items presented for payment from such Accounts. Bank will not be required to honor any checks or other debit items drawn on any Master or Subsidiary Account, if there would be insufficient available and collected funds in the Master Account to pay those debit items. If Bank decides, in Bank's sole discretion, to honor an item which creates an overdraft, you shall be subject to Bank's standard overdraft fees and other terms and conditions of this Agreement and any other agreement with Bank regarding negative balances, overdraft protection, if any, and other related subjects. If Bank does honor an item that creates an overdraft on your Master Account, Bank will not be obligated to continue the practice at a later time, nor will Bank be obligated to notify you of such discontinuance. Bank may decide the order in which checks or other debit items are received during any banking day will be presented and/or paid from the applicable Account and to reject for insufficient funds and such items that would exceed the available/collected funds balance in the Master Account. Any checks or other debit items that will cause the Master Account to become overdrawn may be dishonored by Bank and such dishonor shall cause you to be subject to Bank's standard NSF fees and other charges for each such dishonored item.

Indirect and Unauthorized Access. You acknowledge that access to Master Account balances may be gained by any Authorized Representative who has signing authority on a Subsidiary Account, regardless of whether you have also granted that person signing authority on the Master Account. You shall indemnify and hold Bank harmless against all claims, demands, suits, proceedings, losses, liabilities, damages, and expenses (including attorneys' fees) relating, directly or indirectly, to such access to the Master Account through a Subsidiary Account or otherwise to any unauthorized use of this service by you, your employees, agents, or any third-party who gains access through any act or omission by you, or by your employees or agents.

29. Additional Services. Bank may make other Treasury Management Services available. Such services will be subject to separate agreement(s), amendment(s) to this Agreement, and/or additional terms contained in the applicable Service Agreement.

GENERAL PROVISIONS

30. Amendments. The terms and conditions of this Agreement may be amended by us at any time. We may amend (add to, delete or change) the terms of this Agreement, the Service fees, and the User Guides by providing you with prior notice. We may amend our security procedures without prior notice if immediate changes are required for security reasons or the changes do not have a material effect on your use of the Services.

31. Assignment. We may assign our rights and delegate our duties under this agreement to a company affiliated with us or to a third party. You may not assign any right or delegate any obligation under this Agreement without our prior written consent.

32. Cutoff Hours and Business Days. Some of our Services are subject to processing cutoff hours. Information on cutoff hours can be found in certain User Guides and Service schedules. You also can obtain information by calling us at 888.228.2265. As of the date of this Agreement, our standard cutoff hours (Pacific Time) to submit transactions for processing are detailed below and are subject to change without notice:

Automated Clearing House (ACH) Origination

- Online Banking: 4:30 PM
- Direct Transmission: 4:30 PM

Bill Payment

- Online Banking: 2:00 PM
(4 bus. days before effective date)

Positive Pay & Reconciliation Services

- Check Positive Pay: 7:00 PM (transmit issued check file)
- Check & ACH Positive Pay: 7:00 AM (exceptions available)
- Check & ACH Positive Pay: 11:00 AM (exception decision deadline)
- Full Reconciliation: 7:00 PM (transmit issued check file)
- Full/Partial Reconciliation: 7:00 AM (output file available)

Remote Deposit Capture (RDC)

- Remote Deposit: 7:00 PM

Image Cash Letter

- Image Cash Letter: 7:00 PM

TTAX

- TTAX Payment: 3:00 PM (min. 1 bus day before due date)

Wire Transfer Initiation

- Manual: 1:00 PM
- Online Banking: 2:30 PM
- Direct Transmission: 2:30 PM

Other Online Banking Functions

- Stop Payment: 7:00 PM
- Internal Account Transfer: 7:00 PM

Positive Pay Service Deadline. The 7:00 PM deadline to submit an issued check file allows the system to compare that information against checks received for presentment during that same night's processing. Issued check information submitted after 7:00 PM will be used by the system effective the following business day.

Business Days & Holidays. Our business days are Monday through Friday, excluding holidays. Instructions received after the cutoff hour or on a non-business day may be deemed received as of the next business day. Originated ACH transactions with an effective date immediately following a holiday should be submitted a minimum of two (2) business days prior to the effective date. Services may occasionally be unavailable due to needed maintenance or system/network interruptions.

33. Financial Transactions and the Office of Foreign Assets Control (OFAC). The Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury administers and implements laws that enforces economic and trade sanctions against targeted foreign countries, terrorism sponsoring organizations and international narcotics traffickers based on United States ("U.S.") foreign policy and national security goals.

All U.S. persons are required to comply with OFAC, which includes U.S. Citizens, permanent resident aliens regardless of where they are located, persons and entities within the U.S., U.S. incorporated entities and their foreign branches, and targeted entities as referenced in the Specially Designated Nationals ("SDN") List.

All parties to a transaction are required to be checked against the list of names of individuals, entities, geographical locations or countries that have been identified by OFAC, including but not limited to beneficiaries/benefactor, collateral owners, guarantors/cosigners, receiving parties (payees of loan/lease disbursements), sending parties, power of attorneys, and anyone with fiduciary duties and responsibilities (Trustee, Administrator, Executor, etc.).

OFAC covers a broad area of financial transactions. Every type of financial transaction should be reviewed for OFAC compliance, including deposit accounts, loan and lease accounts, letters of credit, safe deposit box rentals, wire transfers, ACH transfers, trust accounts, payments to vendor/service providers, and any transaction of value.

If a party within a financial transaction registers a potential match against the OFAC list, the transaction is flagged for further review. OFAC requires financial institutions to block or reject transactions containing a verified individual, entity or country that appears on the OFAC list. Once the transaction is blocked, the financial institution must report the blocking to OFAC within ten (10) business days from the date of the attempted transaction.

34. Electronic Mail/Internet. If you send us electronic mail (“email”), we may not receive or review it immediately. We will have a reasonable time to act upon any email request or notice, and reserve the right to reject any transaction or request received by email (e.g., a request to wire funds). You acknowledge that, even though email may be encrypted, we cannot ensure that it will not be intercepted or affected by the actions or omissions of others, such as third party networks or persons with access to the Internet. Our service providers and the Bank assume no responsibility for viruses created by third parties, or for any third party’s unauthorized access to, or use of, your computer system. Email containing sensitive information about yourself or your accounts should only be sent in email that is encrypted and sent through a secure email system.

35. Entire Agreement. This Agreement incorporates, supplements, and supersedes where inconsistent the terms of your account agreement with us. Unless we provide otherwise in writing, they constitute (along with any related Service applications, setup forms, User Guides, and schedules) the entire agreement between you and us with respect to the Services.

36. Fees. You agree to pay us the fees we establish for each of the Services (see our related fee schedules for details). If your accounts with us are analyzed, you may be able to use your available earnings credit to offset certain Service charges. If your analyzed accounts contain funds belonging to third parties, you represent that your use of any related earnings credit is not limited by law, regulation or any agreement with such third parties, and that you have any required authorization by such third parties for such use. In addition to the Service fees, you agree to pay for all taxes, tariffs, fines, penalties and assessments levied or imposed by any government agency in connection with the Services, this Agreement, and/or the software or equipment made available to you (excluding any income tax payable by us). You also are responsible for the costs of any communication lines and any data processing charges payable to third parties.

37. Financial Statement. You agree to provide us with a current financial statement and other information regarding your financial condition upon our request.

38. Governing Law/Compliance. This Agreement will be governed by and construed in accordance with the laws of California, without reference to its conflict of law provisions. You agree not to conduct any transactions that would violate the laws of any state or the United States, including the economic sanctions administered by the U.S. Treasury’s Office of Foreign Assets Control. You may not use your account or any account-related service to process Internet gambling transactions or facilitate any activity that would violate applicable law.

39. Indemnification. You agree to indemnify, defend and hold us, our parent company, affiliates, and subsidiaries, and our respective directors, officers, employees and agents, harmless from and against any claim, damage, loss, liability and cost (including, without limitation, attorney’s fees) of any kind which results directly or indirectly, in whole or in part, from: (a) our actions or omissions, if they are in accordance with your instructions or the terms of this Agreement; (b) the actions or omissions of you, your agents or employees; (c) any warranty that we or a correspondent bank are required to make to a third party in connection with a Service; (d) your use or distribution of any Bank Equipment, your Equipment, third party Equipment or software made available to you through any Service that is inconsistent with this Agreement or the license or sublicense that you receive; or (e) your failure to comply with applicable law. This provision shall survive the termination of this Agreement.

40. Information Processing and Reporting. We offer a number of Services that require us to receive, process and report information involving your accounts and transactions. We will not be responsible for determining the accuracy, timeliness or completeness of any information that you, your agents or others provide to us. We will not have a duty to interpret the content of any data transmitted to us, except to the limited extent set forth in this Agreement. Unless otherwise agreed in writing, we will not be

required (by means of any security procedure or otherwise) to detect errors in the transmission or content of any information we receive from you or third parties. Our sole responsibility for any reporting errors caused by us will be to reprocess the information for the period in question and to provide corrected reports at our own expense. You agree to maintain adequate backup files of the data you submit for a reasonable period of time in order to facilitate any needed reconstruction of your transactions (e.g., due to a telecommunications failure). If we are unable to provide a Service for any reason, we will promptly inform you of the problem and will take reasonable steps to resume processing.

We are not responsible for the manner in which you use any information provided or made available to you through a Service. We are not responsible for any cash management program or financial software used by you. We do not commit to continue to provide information in any particular format or otherwise in a manner that is compatible with any program used by you.

41. Judicial Reference. If a dispute involving \$25,000 or more 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. 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. The costs of the reference procedure, including the fee for the court reporter, shall be borne equally by all parties as the costs are incurred. 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. 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 to set off, 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. Venue for any action brought in accordance with this provision shall be in Ontario, California.

42. Limitation of Liability. Except as otherwise stated in this Agreement, we will be liable to you only for damages arising directly from our intentional misconduct or gross negligence in the performance of the Services. We will not be responsible for any loss, delay, cost or liability to the extent that it arises, directly or indirectly, in whole or in part, from: (a) your actions or omissions, or those of third parties which are not within our immediate and reasonable control (including, but not limited to, any Internal Security Breaches or the interception, corruption and/or modification of instructions that you send to us); (b) your negligence or breach of any agreement with us; (c) any ambiguity, inaccuracy or omission in any instruction or information provided to us; (d) any error, failure or delay in the transmission or delivery of data, records or items due to a breakdown in any computer or communications facility; (e) accidents, strikes, labor disputes, civil unrest, fire, flood, water damage (e.g., from fire suppression systems), or acts of God; (f) causes beyond our reasonable control; (g) the application of any government or funds-transfer system rule, guideline, policy or regulation; (h) the lack of available funds in your account to complete a transaction; (i) our inability to confirm the authority of any person to act on your behalf; or (j) your failure to follow any applicable software manufacturer’s recommendations or our Service instructions. There may be other exceptions to our liability, as stated in your account or other Service agreements with us.

We will not be responsible under any circumstances for special, indirect, or consequential damages which you incur as a result of our actions or omissions, even if we are aware of the possibility for such damages. Our liability and your remedy for actual costs and losses resulting from our failure to transmit funds in the correct amount or to the correct beneficiary listed in your funds transfer Orders shall not exceed the direct money damages that you incur as a result of the failure (e.g., the amount of a wire transfer that is sent to the wrong party, or the amount by which a transfer exceeds the amount you authorized, plus interest as permitted by law). In all other cases, our liability and your remedy for actual costs and losses resulting from our actions and/or omissions, whether the claim is in contract or tort, will not exceed the lesser of (i) six times the average monthly charge for the Service(s) in question for the three months immediately preceding the cost or loss, or (ii) \$25,000.

Any claim, action or proceeding by you to enforce the terms of this Agreement or to recover for any Service-related loss must be commenced within one (1) year from the date that the event giving rise to the claim, action or proceeding first occurs. You agree to cooperate with us in any loss recovery efforts we undertake to reduce any loss or liability that arises in connection with your Services. You acknowledge that our Service fees have been established in contemplation of: (a) these limitations on our liability; (b) your agreement to review statements, confirmations, and notices promptly and to notify us immediately of any discrepancies or problems; and (c) your agreement to assist us in any loss recovery effort.

43. Overdrafts. Our practice of allowing overdrafts on a case-by-case basis will not obligate us to continue the practice at a later date. We may discontinue permitting overdrafts at any time and without prior notice.

44. Notices. You agree to contact us immediately by calling 888.228.2265 if you discover: (a) any error or discrepancy between your records and the information we provide to you about your accounts or transactions (e.g., in a statement, confirmation, or electronic report); (b) unauthorized transactions involving any account; (c) a breach in the confidentiality of any Credentials; or (d) other problems related to the Services.

You must also send us a written notice of any discrepancy or other problem, including a statement of the relevant facts, within a reasonable time (not to exceed fifteen (15) days from the date you first discover the problem or receive information reflecting the problem, whichever occurs first). If you fail to notify us in writing within fifteen (15) days, you agree that, in addition to any other limitations on our liability: (a) in the case of an erroneous funds transfer, you will be liable for all losses up to the amount thereof (as well as any loss of interest), which result from your failure to give us such notice or which might have been prevented by your giving us such notice; and (b) in the case of an unauthorized funds transfer, we will not be liable for any loss of interest which results from your failure to give us such notice or which might have been prevented by your giving us such notice.

You agree to provide us with at least thirty (30) days' advance notice of: (a) any material (20% or greater) change in your ownership; (b) any material change in the type, scope or nature of your business; or (c) any anticipated (20% or greater) increase in the amount or volume of your automated clearing house transactions over the preceding calendar quarter (if applicable).

Unless otherwise agreed, all notices required by this Agreement must be in writing. You agree that we will not be deemed to have received any communication from you unless and until we have actually received the communication and in a form and at the location required by us. You agree to provide us with advance notice of any change in your address or email address by calling Citizens Business Bank Client Support at 888.228.2265. Written notice should also be submitted, either by U.S. mail to Citizens Business Bank Client Support, PO Box 3938, Rancho Cucamonga, CA 91730 or to the email address provided when speaking with Client Support.

Notices to you may be mailed or sent to you at the statement, email or mailing address shown for you in our deposit or Service records, or by posting the notice at our website or made available via online banking services.

You agree on behalf of yourself, your employees and agents that we may monitor and record your telephone and electronic communications in connection with the Services at any time.

45. Records. Unless a different period is provided in a User Guide, you will retain and provide to us, upon request, all information necessary to remake or reconstruct any transaction, transmission, file or entry for ten (10) business days following receipt by us of the original transaction document, tape, file, entry, transmission, or other order affecting an account.

46. Reliance on Third Parties. Our ability to provide certain Services is dependent upon our ability to obtain or provide access to third party vendors and networks. In the event any third party is unavailable or we determine, in our discretion, that we cannot continue providing any third party network access, we may discontinue the related Service or may provide the Service through a different party. In such situations, we will have no liability for the delay or unavailability of access. We will not be responsible for any services you receive from third party vendors.

47. Security Interest. You grant us a security interest in your accounts with us (other than fiduciary accounts maintained for the benefit of others) to

secure the repayment of any overdraft or other obligation that you incur under this Agreement.

48. Termination. Either party may terminate this Agreement as to some or all of the Services, with or without cause, by giving thirty (30) days prior notice to the other party. We may suspend or terminate any Service or this Agreement immediately and without prior notice if: (a) you breach any agreement with us; (b) the confidentiality of your Credentials is compromised; (c) we have reason to believe that an unauthorized transaction has taken or may take place involving any of your accounts or any of the Services; (d) you become insolvent or the subject of a bankruptcy, receivership, or dissolution proceeding; or (e) we are uncertain as to any person's authority to give us instructions regarding your accounts or the Services. The termination of this Agreement will not affect the rights or obligations of the parties that arise prior to termination (e.g., the indemnification and record retention requirements).

49. Third Parties. This Agreement is made for the exclusive benefit of you and us. No third party has any rights under this Agreement. Unless you have our prior written consent, you may not use the Services to process transactions for third parties or permit others to initiate Service transactions on your behalf.

50. Transaction Limits and Safeguards. You agree not to exceed the transaction limits we establish from time to time for your account or any Service. You will not allow anyone to initiate transactions on your behalf without proper supervision and adequate safeguards. You agree to review pending instructions prior to their submission to ensure that they are complete, accurate and properly authorized.

51. Validity/Waivers. If any provision of this Agreement is found to be void or invalid, the remainder of this Agreement will remain in full force and effect. Any waiver by us must be in writing to be effective. Our waiver of any right will not be deemed a waiver of other rights or of the same right at another time.

QUESTIONS OR COMMENTS

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

Citizens Business Bank
P.O. Box 51-400
Ontario, CA 91761

Customer Service Line: 888.228.2265

INTERNATIONAL SERVICES AGREEMENT FOREIGN EXCHANGE

1. **Foreign Currency Exchange.** Citizens Business Bank offers Foreign Exchange payment products in all major currencies. A foreign exchange ("FX") agreement is a signed contract between you and the Bank that outlines the terms and conditions regarding how you can execute FX transactions with the Bank. You may request to enter into a FX transaction for the purchase and sale of such quantities of foreign currencies and at such prices, and for delivery on such value dates as you and the Bank may agree. Each FX Transaction obligates you to make a payment to Bank in one currency and Bank to make a payment to you or on your behalf in a different currency. The date the FX Transaction occurs is the "Execution Date". An FX Transaction which has a final settlement date ("Value Date") of two (2) business days or less after the execution date is a "Spot FX Transaction" and may not require an FX agreement. An FX Transaction which has a Value Date of more than two (2) business days after the trade date is a "Forward FX Transaction", which requires an FX agreement.

Your and the Bank's respective rights and liability will be addressed in the above referenced Foreign Exchange agreement to be executed by you and the Bank in the event you elect to utilize this service.

Important Note: Foreign Exchange contracts: (a) are not insured or guaranteed by the FDIC or any other agency; (b) are not deposits or obligations of, or guaranteed by, the Bank or any of its affiliates; and (c) involves risk, including possible loss of the principle amount deposited.

2. **Foreign Currency Account Agency Agreement.** This Foreign Currency Account Agency Agreement (this "FC Agreement") is entered by and between the undersigned customer ("Customer") and Citizens Business Bank ("Bank"). It sets forth the terms under which Bank will act as agent of Customer in establishing and maintaining one or more accounts denominated in a currency other than U.S. Dollars (a "Foreign Currency").

Recitals

- a. Bank has entered into an agreement with a correspondent bank ("Correspondent") to establish one (1) or more deposit accounts, each denominated in a Foreign Currency (each, an "Account"), in the name of Bank for the benefit of persons who are customers of Bank.
- b. Customer has requested Bank to open one (1) or more Accounts for the benefit of Customer.

Customer and Bank agree as follows:

1. **Accounts.** Bank will establish a separate Account with the Correspondent for each currency agreed upon by Customer and Bank. Each Account will be held in Bank's name as agent for Customer. Bank will make Account deposits and withdrawals at Customer's request. Customer must submit all Account transaction requests to the International Department of Bank, at the address referenced in Section 15(f) below.
2. **Deposits.** Customer may deposit funds directly to an Account either (i) by wire transfer or (ii) by instructing Bank to transfer funds from a U.S. Dollar- denominated account of Customer at Bank to the Account. All deposits to an Account must be in a Foreign Currency. Whenever Customer instructs the Bank to effect a deposit to an Account by the transfer of funds from Customer's account at Bank, such instruction shall be deemed to authorize and direct Bank to exchange that number of U.S. Dollars as is required to the requested Foreign Currency, and to transfer that Foreign Currency to the Account by wire transfer.
3. **No Guaranty by Bank.** Correspondent is a depository institution whose deposits are insured by the Federal Deposit Insurance Corporation ("FDIC"). Accordingly, the Accounts will be established, to the extent reasonably available, as FDIC insured deposit accounts, insured to the applicable limits of such insurance, as they exist from time to time. While Customer funds are on deposit in an Account, Bank assumes no liability with respect to such funds. Bank does not guarantee the repayment of principal (or interest, if applicable) by Correspondent. Bank's responsibility under this Agreement is limited to the exercise of ordinary care.
4. **Designated Currency; No Interest.** Each Account can be used only for the settlement of incoming or outgoing wires in the Foreign Currency

designated for that Account. Accounts are not intended as an investment. Accounts will not bear interest.

5. **Withdrawals.** Customer may make withdrawals from an Account only by sending a request to Bank in the form and format specified by Bank. If Bank receives Customer's request prior to the Bank's designated cutoff hour on a business day, Bank will arrange for a transfer of funds from the Account on the same business day. Withdrawal requests received after the cutoff hour or on a day that is not a business day for either Bank or the Correspondent may not be processed until the following business day. Customer agrees to be bound by any deposit or payment request Bank receives in connection with the Account, even if it is not authorized by Customer, if Bank confirms the request in accordance with the security procedure agreed upon by the parties. In addition to any other security procedure agreed upon by the parties, Bank may elect to verify the authenticity or content of any request by placing a call to any authorized signer on Customer's U.S. Dollar-denominated account at Bank, or any other person designated by Customer for that purpose. Timely payment of Account funds in any particular Foreign Currency is not guaranteed by Bank if Correspondent is precluded from making payment in that Foreign Currency due to restrictions imposed by the government that issued that Foreign Currency or by the United States government. Customer may not draw checks against, or withdraw cash in person from, an Account.
6. **Overdrafts.** Bank generally does not allow overdrafts on Accounts, but may charge Customer's U.S. Dollar-denominated accounts at Bank for any permitted overdraft. Bank or Correspondent may discontinue permitting Account overdrafts at any time without prior notice to Customer.
7. **Statements.** Bank or Correspondent may send Account statements to Customer from time to time. Customer shall promptly review all statements, confirmations and notices pertaining to Accounts, and shall immediately notify Bank of any discrepancies between such records and Customer's own information.
8. **Representations by Customer.** Customer represents and agrees that:
 - a. It has a legitimate business need to utilize the Account(s);
 - b. It is not a money service business (as defined at 31 CFR 1010.100 (ff)) and will not engage in a money service business during the term of this Agreement;
 - c. Bank may disclose information about Customer to Correspondent as it may reasonably request for the purpose of discharging its regulatory due diligence and reporting responsibilities with respect to the Account(s), including, without limitation, its responsibilities under the Bank Secrecy Act; and
 - d. Interest accruing on interest-bearing Accounts, if any, may be reported to taxing authorities, as required by applicable law.
9. **Limitation of Liability.** Bank's liability for any act or failure to act shall not exceed the direct resulting loss, if any, which Customer incurs and payment of any interest then due. Any claim, action or proceeding by Customer to enforce the terms of this Agreement or to recover for any related loss must be commenced within one (1) year from the date that the event giving rise to the claim, action or proceeding first occurs. Customer agrees to cooperate with Bank in any loss recovery efforts that it undertakes to reduce any loss or liability that arises in connection with the service provided by Bank under this Agreement.

Neither Bank nor Correspondent shall be responsible for any loss, delay, cost or liability which arises, directly or indirectly, in whole or in part, from:

- (a) Customer's actions or omissions, or those of third parties which are not within Bank's immediate and reasonable control;
- (b) Customer's negligence or breach of any agreement with Bank;
- (c) any ambiguity, inaccuracy or omission in any instruction or information that Customer provides in connection with the activity contemplated by this Agreement;
- (d) any error, failure or delay in the transmission or delivery of data, records or items due to a breakdown in any computer or communications facility;
- (e) accidents, strikes, labor disputes, civil unrest, fire, flood, water damage (e.g., from fire suppression systems), or acts of God;
- (f) causes beyond Bank's reasonable control;
- (g) the application of any government or funds-transfer system rule, guideline, policy or regulation;
- (h) the lack of available funds to complete a transaction in Customer's U.S. Dollar- denominated account at Bank or in an Account, as applicable;
- (i)

Bank's inability to confirm to its satisfaction the authority of any person to act on Customer's behalf; or (j) the termination, suspension or closure of any Account by Correspondent. There may be other exceptions to liability, as stated in Customer's Account Agreement (with respect to U.S. Dollar-denominated accounts at Bank) with Bank.

IN NO EVENT WILL BANK OR CORRESPONDENT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES, WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, WHETHER THE LIKELIHOOD OF SUCH DAMAGES WAS KNOWN TO EITHER, AND REGARDLESS OF THE FORM OF THE CLAIM OR ACTION, INCLUDING, BUT NOT LIMITED TO, ANY CLAIM OR ACTION ALLEGING GROSS NEGLIGENCE, WILLFUL MISCONDUCT, FAILURE TO EXERCISE REASONABLE CARE OR FAILURE TO ACT IN GOOD FAITH.

Customer acknowledges that Bank's fees, as described below have been established in contemplation of: (a) these limitations on Bank's liability; (b) Customer's agreement to review statements, confirmations, and notices promptly and to notify Bank immediately of any discrepancies or problems; and (c) Customer's agreement to assist Bank in any loss recovery effort.

10. Fees. Customer agrees to pay Bank (and authorizes Bank to charge Customer's U.S. Dollar-denominated accounts at Bank for) the fees Bank establishes from time to time for its services under this Agreement (such fees, the "Service Fees"), which Service Fees shall be due and payable when incurred and shall be non-refundable. If Customer's accounts are analyzed, deposits in the Accounts will not be taken into consideration when determining earnings credit. In addition to the Service Fees, Customer agrees to pay or reimburse Bank for all taxes, tariffs and assessments levied or imposed by any domestic or foreign government agency in connection with the Accounts or this FC Agreement. Any currency conversions done in conjunction with an Account may be made at an exchange rate offered at the time by Bank or Correspondent.

11. Governing Law; Compliance. This FC Agreement will be governed by and construed in accordance with the laws of the United States and the State of California, without reference to the State of California's conflict of law provisions. Customer agrees not to conduct any transactions that would violate the laws of any state, the United States (including the economic sanctions administered by the U.S. Treasury's Office of Foreign Assets Control) or any foreign country that issues a Foreign Currency in which an Account is invested.

12. Risk. Accounts are subject to market risks not associated with regular U.S. Dollar-denominated deposits. These include sovereign and exchange rate risks. A sovereign risk occurs if a country (U.S. or foreign) prohibits or restricts the cross-border circulation of currency or otherwise fails to honor its currency. Exchange rate risk occurs when a foreign currency weakens or strengthens in comparison with the U.S. Dollar. These risks are Customer's sole responsibility. Note: FDIC insurance does not protect against exchange rate risk.

Currency conversions into and out of Customer's designated Foreign Currency also may create federal or state taxable gains or losses due to fluctuations in exchange rates. Customer should consult a tax advisor concerning any potential tax implications associated with its transactions.

Customer bears the risk of nonpayment if any government measures or restrictions are taken or imposed with respect to its Account funds.

Customer acknowledges that Bank has not provided investment, financial or tax advice to Customer in connection with its selection of any Foreign Currency and that Bank's employees are not authorized to give such advice.

13. Indemnification. Customer agrees to indemnify, defend and hold Bank, Correspondent, their parent companies, affiliates, and subsidiaries, and their respective directors, officers, employees and agents, harmless from and against every claim, damage, loss, liability and cost (including, without limitation, attorney's fees) of any kind which results directly or indirectly, in whole or in part, from: (a) their actions or omissions, if they are in accordance with Customer's instructions or the terms of this FC Agreement; (b) the actions or omissions of Customer, its agents or employees; or (c) any warranty that Bank or Correspondent are required or deemed to make to a third party in connection with Customer's transactions.

14. Termination or Suspension. Either party may terminate this FC Agreement at any time, with or without cause, by giving thirty (30) days prior

written notice to the other party. Bank may terminate this FC Agreement immediately with notice in the event: (a) Customer violates any material term or condition of this FC Agreement or any other agreement with Bank; (b) any lawsuit or other action or proceeding is filed or instituted by any foreign or domestic government agency alleging that this FC Agreement or the service provided by Bank hereunder violates any law or regulation; (c) Bank or Correspondent receives a written or verbal opinion of counsel that the arrangements described in this FC Agreement, or any material term or condition, may violate any law or regulation; (d) Correspondent terminates its agreement with the Bank for the provision of Accounts in the manner contemplated herein; (e) Customer institutes a voluntary proceeding for, or files a petition seeking, or files an answer or consent agreeing to, liquidation or reorganization under the United States Bankruptcy Code or any other applicable federal or state law; or (f) Customer no longer maintains an account with Bank. Sections 5, 8, 9, 13 and 15(c) shall survive the termination of this FC Agreement.

15. Other Terms.

a. Amendment. Bank may add to, delete or change the terms of this FC Agreement by providing Customer with prior notice.

b. Assignment. Bank may assign its rights and delegate its duties under this FC Agreement to a company affiliated with it or to a third party. Customer may not assign any right or delegate any obligation under this FC Agreement or with respect to any Account without Bank's prior written consent.

c. Entire Agreement. This FC Agreement incorporates, supplements, and supersedes where inconsistent the terms of Customer's Account Agreement pertaining to its U.S. Dollar-denominated account at Bank. Unless Bank provides otherwise in writing, they constitute (along with any related Service application, setup form, specification sheets, addenda, service guide, and schedules) the entire agreement between Customer and Bank with respect to the services described herein.

d. Dispute Resolution. If a dispute involving \$25,000 or more (including all claims of all parties) arises between us with respect to an Account, this FC Agreement, its enforcement or our services hereunder, either of us may require that it be resolved by judicial reference in accordance with California Code of Civil Procedure, Sections 638, et seq. The referee shall be a retired judge, agreed upon by the parties or appointed by the court. The costs of the reference procedure, including the fee for the court reporter, shall be paid equally by all parties as the costs are incurred. 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. 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 either party's right to set off, to obtain provisional or ancillary remedies, to interplead funds in the event of a dispute, to exercise any security interest or lien held in property, or to comply with legal process involving accounts or other property. Venue for any action brought in accordance with this provision shall be in the County of Los Angeles, State of California. Disputes in an amount subject to the jurisdiction of California's small claims court shall not be subject to a judicial reference proceeding.

e. Monitoring of Communications. Bank may at any time monitor and record Customer's telephone and electronic communications in connection with the services contemplated by this FC Agreement.

f. Notices. All notices required by this FC Agreement shall be sent by Customer to Bank at Citizens Business Bank - International Department 701 N Haven Avenue, Ontario, CA 91764. Bank may send notices to Customer at the address listed for Customer in its account or treasury management service records.

g. No Third Party Beneficiaries. This FC Agreement is made for the exclusive benefit of Bank and Customer. Except for Correspondent's rights under Sections 9 and 13, no third party has any rights under this FC Agreement. Unless Customer has Bank's prior written consent, Customer shall not use the services provided by Bank under this FC

Agreement to process transactions for third parties or permit others (e.g., a vendor) to submit instructions to Bank on Customer's behalf.

h. Waivers. Any waiver by Bank must be in writing to be effective. Bank's waiver of any right will not be deemed a waiver of other rights or of the same right at another time.

QUESTIONS OR COMMENTS

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

Citizens Business Bank

P.O. Box 51-400

Ontario, CA 91761

Customer Service Line: 888.228.2265

INTERNATIONAL SERVICES FEES

(International Services Approval Required. See International Services for more information.)

Import – Letter of Credit	Charge	Minimum
Issuance	1/8%	\$150.00
Amendment		
Increase/Extension	1/8%	\$110.00
Narrative	\$100.00	N/A
Document Examination	1/4%	\$150.00
Acceptance	2.0% P.A.	\$150.00
Deferred Payment	2.0% P.A.	\$150.00
Cancellation/Un-utilized	\$150.00	N/A
Discrepancy	\$100.00	N/A
Overdrawing	1/8%	\$110.00
Reinstatement of Expired Letter of Credit	1/8%	\$150.00
Special/Priority Handling	\$150.00	N/A
B/L Guarantee/Air Release	1/4%	\$250.00

Export – Letter of Credit	Charge	Minimum
Advising Original Letter of Credit	\$125.00	N/A
Advising Amendment	\$100.00	N/A
Document Pre-Examination	\$80.00	N/A
Document Examination	1/8%	\$160.00
Documents Sent Unexamined	\$150.00	N/A
Usance or Deferred Payment on Other Bank	\$150.00	N/A
Discrepancy Fee	\$100.00	N/A
Reimbursement Claim on Other Bank	\$100.00	N/A
Transfer	1/4%	\$300.00
Document Examination on Transfer	1/8%	\$160.00
Cancellation/Expired/Un-utilized	\$150.00	N/A

Standby - Letter of Credit	Charge	Minimum
Issuance (including auto-extension)	2.0% P.A.	\$500.00
Standby (drafted but not issued)	\$250.00	N/A
Auto-Renewal In Addition to Renewal Fee	\$200.00	N/A
Amendment		
Increase/Extension	2.0% P.A.	\$300.00
Narrative	\$150.00	N/A
Document Examination	1/4%	\$300.00
Authorization to Pay Proceeds	1/4%	\$250.00
Cancellation Prior to Maturity	\$150.00	N/A
Discrepancy Fee	\$100.00	N/A
Non-Extension Notice on Auto-Renewal Letter of Credit (plus courier fee)	\$150.00	N/A
Auto-Reduction/Auto Increase	\$50.00	N/A
Transfers	1/4%	\$300.00
Replacement of Lost Letter of Credit (plus courier fee)	\$150.00	N/A
Special Handling	\$250.00	N/A

Import Collections	Charge	Minimum
Documentary Sight		
D/P Sight	\$110.00	N/A
D/A Usance	\$135.00	N/A
Amendment	\$45.00	N/A
Maintenance on Unpaid Items (after 30 days)	\$50.00 per month	N/A
Tracer (first free)	\$40.00	N/A
Protest (plus expenses)	\$250.00	N/A
B/L Guarantee/Air Release	1/4%	\$250.00
Partial Payment (per payment)	\$75.00	N/A
Cancellation	\$75.00	N/A
Transport Document Endorsement Fee	\$100.00	N/A

Export Collections	Charge	Minimum
Documentary Sight		
D/P Sight	\$110.00	N/A
D/A Usance	\$135.00	N/A
Amendment	\$45.00	N/A
Maintenance on Unpaid/Returned Items (after 30 days)	\$50.00 per month	N/A
Tracer (plus cable if applicable) (first free)	\$40.00	N/A
Protest (plus expenses)	\$250.00	N/A
Partial Payment (per payment)	\$75.00	N/A
Cancellation/Unpaid	\$75.00	N/A

Authorization to Pay Proceeds	Charge	Minimum
Issuance	1/4%	\$250.00
Payment (plus wire fee if applicable)	\$75.00	N/A

Miscellaneous Charges	Charge	Minimum
SWIFT (Short, 1 Page)	\$50.00	N/A
SWIFT (Long, 2 Pages)	\$90.00	N/A
Wire Transfer - Incoming		
Int'l Foreign Currency	\$30.00 per wire	N/A
Wire Transfer - Outgoing		
Walk-in/Fax		
Int'l USD	\$60.00 per wire	N/A
Int'l Foreign Currency (additional fees may apply)	\$50.00 per wire	N/A
Online		
Int'l USD	\$30.00 per wire	N/A
Int'l Foreign Currency (additional fees may apply)	\$30.00 per wire	N/A
Special Handling Processing Fee	\$100.00	N/A
U.S. Overnight Courier	\$30.00	N/A
International Courier	\$75.00	N/A
Foreign Currency Deposit Account (FCDA)	Charge	Minimum
Setup Fee	\$100.00	
Monthly Maintenance Fee (per account)	\$75.00	

Pricing will vary for credit-based products. However, the fee charged will not be lower than the minimum indicated. This International Services schedule is published periodically to keep our customers informed of our current fees and service charges. The fees and charges covered in this International Services schedule are effective at the time of printing.

NOTE: We reserve the right to charge for services not covered by this International Services schedule of fees, including, but not limited to, cable/telex/wire transfer, long distance telephone, messenger/courier, fax, postage, etc., and to effect any alterations or amendments as we may consider necessary. Citizens Business Bank reserves the right to change our current fees and service charges without notice. Please request a copy of our most current International Services brochure.

CITIZENS BUSINESS BANK DISCLOSURE INFORMATION AND AGREEMENT

Welcome to Citizens Business Bank. We offer a variety of products designed to meet your needs. We want to help you choose the products that are right for you. That is why we have produced this agreement — it tells you about the terms that apply to the account(s) you have selected.

Terminology

In this Agreement, the words “you,” “your,” and “yours” refer to the owners and authorized signers of an account; “we,” “us,” “our,” and “Bank” refer to Citizens Business Bank and its successors and assigns. Business Financial Centers (“Centers”) represent the Bank’s branch network used for in-person banking transactions. Also, “bank” includes banks, credit unions, savings & loan institutions, and other financial institutions, and “check” includes drafts and other items.

This Citizens Business Bank Disclosure Information and Agreement

This Citizens Business Bank Disclosure Information and Agreement, your signature card, the current version of the Banking Product and Services Information documents, and other account opening documents for your account are part of the binding contract between you and us (this Agreement) for your deposit account and your deposit relationship with us. They contain the terms of our agreement with you. Please read them carefully and retain them for future reference. When you open an account (whether in-person, electronically, or by any other method permitted by us) or continue to use the account after receiving a notice of change or amendment, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this agreement. If you have any questions, please ask us. This Agreement can be modified only as provided herein.

This Citizens Business Bank Disclosure Information and Agreement also summarizes certain laws and regulations that apply to common transactions, provides disclosures for deposit accounts required by federal law, and establishes terms that cover transactions or situations that the law either does not cover or allows us to change by this contract. The Business Banking Products, Services and Fees and the Personal Banking Products, Services, and Fees disclosures list our accounts and account fees.

By signing our signature card, requesting an account, maintaining an account, or by adding new accounts in the future, you acknowledge that you have reviewed, understand, and agree to these terms, as well as any changes we make to them from time to time.

Our deposit relationship with you is that of debtor and creditor. This Agreement and deposit relationship do not create a fiduciary, quasi-fiduciary or special relationship between us. We owe you only a duty of ordinary care. Our internal policies and procedures are solely for our own purposes and do not impose on us a higher standard of care than otherwise would apply by law without such policies or procedures.

We give this Agreement to you when we open your account. You may obtain additional copies of this Agreement at a Banking Center or by calling the number on your statement.

ARTICLE 1. OWNERSHIP OF ACCOUNTS
ARTICLE 2. DEPOSITS
ARTICLE 3. FUNDS AVAILABILITY
ARTICLE 4. CASH TRANSACTIONS
ARTICLE 5. INTEREST ON DEPOSITS
ARTICLE 6. WITHDRAWALS
ARTICLE 7. ACCOUNT LIMITS
ARTICLE 8. FEES
ARTICLE 9. ELECTRONIC FUND TRANSFERS
ARTICLE 10. SUBSTITUTE CHECKS AND YOUR RIGHTS
ARTICLE 11. JUDICIAL REFERENCE
ARTICLE 12. ADDITIONAL TERMS
ARTICLE 13. WIRE AND OTHER FUND TRANSFERS
ARTICLE 14. WITHHOLDING OF INCOME TAX
ARTICLE 15. TIPS FOR GOOD BANKING
ARTICLE 16. QUESTIONS OR COMMENTS

Judicial Reference

PLEASE NOTE THE JUDICIAL REFERENCE SET FORTH IN ARTICLE 11 OF THIS AGREEMENT. IF A DISPUTE ARISES BETWEEN US THAT WE CANNOT RESOLVE INFORMALLY, EITHER YOU OR WE MAY REQUIRE THAT IT BE RESOLVED THROUGH JUDICIAL REFERENCE.

ARTICLE 1. OWNERSHIP OF ACCOUNTS

This section describes some of the ways that title can be held to an account. You must clearly indicate on your signature card the exact vesting you desire for your account, since we may rely on our records to determine the form of ownership of your account. You may wish to consult with an attorney and/or tax advisor before deciding which form of vesting is best for you.

Section 1.1 Attorney Client Trust

Attorneys may establish unsegregated customer trust accounts, Interest on Lawyers Trust Account (IOLTA) as required by law, for the purpose of receiving and disbursing customer funds that are nominal in amount or on deposit for a short time. Interest on these IOLTA accounts is paid to the State Bar of California. If you want to open an IOLTA account, you must indicate that on your signature card. Otherwise, we may assume that it is not an IOLTA account. We may require attorneys to maintain their general account with us as a prerequisite to opening an IOLTA.

Section 1.2 Joint Tenancy

If you open an account with others in “joint tenancy,” each owner has an equal ownership interest in the account during his or her lifetime. If one joint tenant dies, ownership of the account will automatically pass to the surviving joint tenant(s). Unless you designate a particular form of vesting on the signature card, you hereby agree that your joint account is owned by all account owners jointly and equally with a right of survivorship, regardless of your individual contributions.

Section 1.3 Tenants In Common

If your account is opened with one or more other persons as “tenants in common,” each owner has some interest in the account, but not necessarily an equal interest. When an owner dies, his or her share does not pass automatically to the surviving owner(s). Instead, it goes to the estate or other legal successor of the deceased owner.

Section 1.4 Community Property

If you and your spouse open a “community property” account, each of you has an equal interest in the account. To open a community property account, you must clearly indicate on the signature card that the account is held as “Community Property”; otherwise, the account is considered a joint tenancy account. If one of you dies, one-half of the account will belong to the surviving spouse; the deceased spouse’s share of the account will go to his or her estate and may be affected by a Will. We may hold one-half of the funds on deposit in a community property account and refuse transactions as to those funds until the surviving spouse and the personal representative or heirs of the deceased spouse agree on the account’s disposition. You may hold your community property account subject to a right of survivorship. To elect this option, you must clearly indicate on the signature card that the account is held as “Community Property with Right of Survivorship.”

Section 1.5 Beneficiary Accounts/Informal Trust

When an account is held by one or more persons the “trustee(s)” “in trust for” for another party (the beneficiary) and there is no written trust agreement, the trustee(s) are the owners of the account and the beneficiary(ies) have no interest in the account until the death of the last surviving trustee. These are sometimes called “Totten trust” accounts.

During their lifetime, the trustee(s) may exercise full control over the account and may make deposits to and withdrawals from the account.

Upon the death of the last surviving trustee, the account funds pass to the surviving beneficiaries. If there is more than one surviving beneficiary, each receives an equal share of the funds, unless we have been instructed otherwise by the trustee(s) in writing. The trustee(s) may change beneficiaries during their lifetime by updating our account documentation. Trustees should keep us informed about each beneficiary address.

Section 1.6 Documented Trust Accounts

If you establish an account in connection with a written trust, you are, by signing the signature card and trust certification, declaring under penalty of perjury under the law of the State of California that: (a) you are the only current trustee(s) of the trust (b) you are authorized to enter into this and other agreements with us in connection with the trustee/trust (c) no other person’s authorization or court order is required for the actions you take and/ or

the instructions you give in connection with the account (d) the correct name of the trust is reflected on the signature card for the account, and (e) the trust has not been revoked or amended in any manner which would cause these representations to be incorrect.

You agree to provide us with reasonable advance notice of any amendments to the trust, any change in trustees or beneficiaries, and any other event which might affect any right, duty, or authorization of any person (including us) with respect to the trust account. We are not required to know, understand, interpret, or enforce the terms of any trust document which may be provided to us. We may require you to sign a separate trust certification form in order to open or maintain an account.

Section 1.7 Payable on Death (POD) Accounts

A Payable on Death (POD) account is payable to one or more individuals during their lifetimes and, upon the death of all of such individuals, is payable to one or more payees. To establish a POD account, you must clearly designate on the signature card the lifetime POD payees and the payees upon the death of all of the lifetime payees. You also must specifically state that upon the death of all of the lifetime payees, ownership passes to the named pay on death payee(s).

Section 1.8 Uniform Transfers to Minors Act Accounts

A person (called a “custodian”) may open an account under the provisions of a state law which allows transfers or gifts to minors. The minor is the owner of the account. If the custodian resigns, dies or is removed, upon receipt of satisfactory proof, we will deliver funds to a successor custodian or the minor in accordance with state law.

Section 1.9 Business Accounts

Although most of our accounts are available to businesses (e.g., sole proprietors, corporations, partnerships, and limited liability companies), some accounts and services are available only to consumers and certain not-for-profit entities. Other accounts may be inappropriate for persons or companies with high transaction volume and related cash management services.

In a **partnership** account, the partners are agreeing among themselves and us that any partner whose name appears on the signature card has complete authority to bind the partnership and all of the other partners in all transactions involving the account.

In a **corporate** account, each person who signs the signature card represents to us that the corporation is duly authorized to transact business and that each person whose name appears on the signature card has complete authority to bind the corporation in all transactions involving the account.

If you are a business, you agree to provide us with documentation of your legal status (e.g., fictitious business name filings, articles, bylaws, and resolutions); as well as evidence that your business remains in good standing. You also agree to provide us with complete financial statements upon request.

You also agree that we can follow the directions of any person designated as having authority to act on the entity’s behalf until we receive written notice that the authority has been terminated and we have had a reasonable time to act on that notice.

You may not use a personal deposit account for business purposes. If you do we may close or convert the account to a business checking account. If we decide to convert your account, we will notify you thirty (30) days before we do so.

At our discretion, certain types of businesses we consider to require increased due diligence or other regulatory oversight, may be subject to approval prior to account opening. We may require you to provide business or financial documentation as part of our periodic review of accounts. Failure to provide requested documents timely may result in the closure of any account.

ARTICLE 2. DEPOSITS

Section 2.1 Source

You authorize us to accept checks payable to any of you for deposit to your account from any source without questioning the authority of the person making the deposit. You also authorize us to give cash back to any authorized signer(s) or designated agent(s) on any check payable to any one or more of you, whether or not it is endorsed by you (or by any of you). We may refuse to cash a check for you.

If you make a deposit or payment that is not accompanied by instructions how or where it is to be credited, we may apply it at our discretion to any loan or deposit account you maintain with us. If you deposit funds belonging to third parties in an analyzed account, you represent that your use of any related earnings credit will not violate any law, regulation, obligation, or agreement with such parties. Credit for deposits of, or payable in, foreign currency, will be at the exchange rate in effect at the time of final settlement in U.S. dollars.

We are not responsible for deposits by mail or at an unmanned facility (such as a night depository or an automated teller machine) until we actually receive them.

We may refuse to accept checks payable to Citizens Business Bank, for deposit to your account.

You should use your personalized deposit tickets whenever possible, since these deposit tickets minimize the possibility of error.

Section 2.2 Endorsements

We may (but are not obligated to) endorse and/or collect checks deposited to your account without your endorsement, but we may require your personal endorsement prior to accepting a check for deposit. You agree to reimburse us for any loss or expense we may incur should you fail to endorse a check exactly as drawn. If you deposit a check that bears the endorsement of more than one person or persons who are not known to us, we may refuse the check, or require all endorers to be present, or require the endorsements to be guaranteed by another bank acceptable to us before we accept the check. You agree to reimburse us for any losses or expenses we may incur as a result of you depositing a check not having all required endorsements. **See Check Endorsements and Markings, Section 12.7.**

Section 2.3 Application of Deposits (including “exempt funds”)

To the fullest extent permitted by law, funds deposited into your account will be treated the same regardless of the source of the deposit, including, without limitation, deposits from social security, supplemental security income and any other state or federal exempt funds, certain damage awards, insurance proceeds and education-related financial aid, and other funds exempt by law from collection (collectively, “exempt funds”). For instance, we may apply any funds that are deposited into your account against any negative balances in or charges against your account. ***Certain funds are exempt from legal process and are entitled to protection under applicable law. The law may prohibit us from using exempt funds in your account to cover negative balances in or charges against your account without your consent.*** However, to enjoy the benefits of your account, you specifically consent and authorize us to apply any exempt funds deposited into your account to cover negative balances in or charges against your account. Please note that you are under no obligation to deposit exempt funds into your account and may discontinue making such deposits at any time. Each deposit of exempt funds into your account (whether by direct deposit or otherwise) shall reaffirm your consent for us to apply the exempt funds in your account in the manner described in this paragraph. If we are required to reimburse a government agency for all or part of any benefit or similar payment deposited in your account through a direct deposit plan, or other method, you agree that we may deduct the amount to be returned to the government from your account (or from any other account you have with us), without prior notice to you, to the extent permitted by law.

Section 2.4 Accepting Checks for Collection

We may refuse to accept a check for deposit or may accept it on a collection basis only. This often occurs with foreign, questionable or damaged checks. If we accept a check for collection, we will send it to the financial institution upon which it is drawn, but will not credit your account for the amount until we receive the funds from the other institution. If we elect to credit your account before then, we may charge the amount back against your account if we do

not receive payment for any reason. We may impose a fee in connection with sending and receiving checks for collection (e.g., by charging your account or deducting the fee from the amount remitted). See the Banking Product and Services Information documents for the fee amount. Other financial institutions that send or receive checks for collection involving your account also may impose a fee for their services.

Section 2.5 Lost and Delayed Checks

When we cash a check for you or accept a check for deposit to your account, we are acting as your agent in collecting the check. We assume no liability beyond the exercise of ordinary care. We are not responsible if a check is lost or delayed in the collection process, since we are not responsible for the actions or non-actions of other financial institutions. A lost or delayed check (or a notice of a lost check) may not be returned to us for some time. Despite the delay, we may charge your account when we receive the returned check or notice. If your account balance is insufficient to enable us to deduct the funds, you would be obligated to reimburse us.

Section 2.6 Instructions

If you make a deposit or payment that is not accompanied by instructions indicating how or where it is to be credited, we may apply it at our discretion to any loan or deposit account you maintain with us. Special handling instructions are effective only if made in writing and given to us along with the deposit or payment in question.

Section 2.7 Verification and Collection

Any check that we cash or accept for deposit is subject to later verification and final payment. This includes deposits at teller windows, since verification does not occur at the teller window. We may deduct funds from your account if an item is lost, stolen or destroyed in the collection process, if it is returned to us unpaid, or if it was improperly paid, even if you have already used the funds. Cash deposits are also subject to later verification.

Section 2.8 ACH Provisional Credits

Credit for an automated clearing house (ACH) transfer (such as a direct deposit of salary or dividends) is provisional until the receiving financial institution obtains final settlement. If final settlement doesn't occur, the originator of the transfer is not deemed to have made payment to the beneficiary, and the beneficiary's bank is entitled to a refund of the provisional credit. If we give you provisional credit for an ACH transfer, but do not receive final payment, we will reverse the credit. If you have already withdrawn the funds, you are obligated to reimburse us the full amount without notice or demand.

Section 2.9 Notice of Incoming Transfers

We are not required to give you a separate notice when we receive an ACH transfer for your account. If we accept ACH credits to your account, you will receive notice of the credit on your next regular periodic statement. Although we may send notice of a non-ACH incoming fund transfer (e.g., a wire), we assume no obligation to do so. Transfers to your account will be reflected on your regular periodic statement. You can also contact your Center of account during normal business hours to determine if a transfer has been credited to your account.

Section 2.10 Your Waiver of Notice

By signing the signature card, you waive any notice of dishonor or nonpayment regarding any checks credited to your account or charged against your account.

Section 2.11 Deposited Checks - Ink Color

Since digital image technology has been deployed in the banking industry, all deposited checks must be printed with and completed in ink colors that can be recognized by imaging equipment. All deposited checks must contain dates, payees, amounts, signatures, and endorsements in dark ink colors such as blue or black. We reserve the right to charge back any checks you deposit when the ink color used cannot be processed by automated imaging equipment, without incurring liability to you.

ARTICLE 3. FUNDS AVAILABILITY

Section 3.1 Your Ability to Withdraw Funds

Our policy is to make funds from your cash, wire transfers, and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits (such as direct deposit of wages or dividends and other ACH credits) will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. Checks deposited via remote deposit capture systems are treated the same as other kinds of deposited checks and such check is considered received by us based on the time and date we receive and process an image satisfying our remote deposit capture imaging standards.

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 the Center's posted closing hours on a business day that we are open, we will consider that business day to be the day of your deposit. If you make a deposit before 4:30 PM at one of our ATMs or before 7:00 AM at one of our night depositories on a business day that we are open, we consider that day to be the day of your deposit. However, if you make a deposit after these times or on a day we are not open, we consider that the deposit is made on the next business day we are open.

Note: Business customers should refer to the Bank's Treasury Management Agreement for Remote Deposit Capture and Mobile Deposit deadlines.

Section 3.2 Longer Delays May Apply

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second (2nd) business day after the day of your deposit. The first \$300.00 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 associates, 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. 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 \$7,000.00 on any one day
- You redeposit a check that has been returned unpaid
- You have overdrawn your account repeatedly in the last six (6) 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 (7th) business day after the day of your deposit.

Section 3.3 Special Rules For New Accounts

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

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$7,000.00 of a day's total deposits of cashier's checks, certified checks, 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 \$7,000.00 will be available on the ninth (9th) 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 \$7,000.00 will not be available until the second (2nd) business day after the day of your deposit.

Funds from all other check deposits will be available by the ninth (9th) business day after the day of your deposit.

Section 3.4 Holds on Other Funds

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 not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

Section 3.5 Restrictive Endorsements

If you use our Mobile Deposit service to deposit checks to your account, you will be required to apply a restrictive endorsement to the back of each deposited item. A restrictive endorsement contains the statement "For Mobile Deposit Only at Citizens Business Bank" above your signature or endorsement stamp. We reserve the right to reject any check deposited via Mobile Deposit which does not contain the required restrictive endorsement.

ARTICLE 4. CASH TRANSACTIONS

We are required by Federal law to report to the Department of the Treasury - on a Currency Transaction Report - FinCEN Form 112 - any cash transactions in excess of \$10,000.00. We are also required to report multiple cash transactions conducted by the same person or benefiting the same person when the total exceeds \$10,000.00 in any one (1) business day.

Reportable transactions include deposits, withdrawals, exchanges of currency, purchases of negotiable instruments, check cashing, loan payments, wire transfers, and other transactions that involve the physical transfer of over \$10,000.00 in cash (paper or coin currency) from one person to another.

To comply with the reporting requirements we must obtain certain information about the person conducting the transaction and about the individual or organization for whom the transaction is being conducted. This information includes the full name, permanent street address, taxpayer identification number, date of birth, and business, occupation, or profession. We are also required to examine a form of identification, such as a driver's license.

Avoiding reporting requirements is a Federal crime.

ARTICLE 5. INTEREST ON DEPOSITS

Section 5.1 Interest Rates

Interest rates paid on our accounts are determined by the Bank, based on market conditions and other business factors. Except for Certificates of Deposit (CODs) and Individual Retirement Accounts (IRAs), the interest rate and Annual Percentage Yield on deposits can change as often as daily, at our discretion, without prior notice to you. Interest on tiered-rate accounts is determined by the interest tier into which the end-of-day balance falls. Different rates may apply to different tiers. For current rates, please call or visit any of our Centers.

The Annual Percentage Yield (APY) stated for CODs and IRAs, which earn compounded interest, but which permit interest to be withdrawn prior to maturity assumes that interest remains on deposit until maturity. Any withdrawal of interest would reduce earnings.

Section 5.2 Interest Calculations

We calculate interest on an actual/365 day basis (366 days for leap years), except for interest COD accounts on certain public funds on which we calculate interest on a 360 day basis (twelve (12) months calculated at thirty (30) days per month). For checks and items other than cash, we begin to accrue interest no later than the business day we receive credit for the deposit. This may not be the same day you deposit the checks to your account. For CODs, interest begins to accrue from the date of deposit.

We use the daily collected balance method to calculate interest on your demand deposit and savings account(s). This method applies a daily periodic rate to the collected principal in the account each day. We use the daily balance method to calculate interest on your COD and IRA account(s). This method applies a daily periodic rate to the principal in the account each day.

Section 5.3 Payment of Interest

Depending on the account, we credit interest to your account at the end of your monthly or quarterly cycle, annually, or at maturity. See the Banking Product and Services Information documents and the Truth in Savings disclosure for details. Interest will be lost on accounts if the account is closed prior to the end of the statement period or the regular interest payment date.

For earned interest distributions, you may choose to have your interest redeposited into your account, credited to another Citizens Business Bank Checking or Savings account, or deposited via ACH transfer to an account at another bank.

Section 5.4 Matured Certificates of Deposit (COD)

If your COD is one that does not automatically renew at maturity, it will cease earning interest at maturity.

If your COD is one that automatically renews at maturity, it will renew at the rate then in effect for accounts of like type, amount, and duration, unless you withdraw the funds during the grace period. If your COD is twenty-nine (29) days or less, your grace period is two (2) business days; if your COD is longer than twenty-nine (29) days, you have a ten (10) calendar day grace period. Withdrawals during the grace period are without penalty.

If we elect not to permit the renewal of an automatically renewable COD, we will notify you in advance. Unless specifically stated otherwise, any bonus or special promotions we are offering will not apply to automatically renewing CODs. See the Banking Product and Services Information documents for details.

Section 5.5 Early Withdrawals from Certificates of Deposit (COD)

COD customers agree to keep funds on deposit for a fixed period of time. If we permit an early withdrawal of principal from a COD, we may impose an early withdrawal penalty. Substantial tax penalties may also apply to premature distributions from IRAs. See the Banking Product and Services Information documents for details on early withdrawal and tax penalties.

ARTICLE 6. WITHDRAWALS

Section 6.1 Authorized Signers

Your signature card identifies who is authorized to make withdrawals, write checks, transfer funds, place stop payments, obtain ancillary services (e.g., online banking, electronic or telephone transfer services), and otherwise give us instructions regarding your account. Unless we enter into a separate written agreement to the contrary, any one of the authorized signers may act alone in writing checks or giving instructions. We may pay any check which bears a signature or endorsement (including a facsimile signature) resembling any of the authorized signatures found in our records. Although your signature card may indicate that more than one signature is required on checks and for the withdrawal or transfer of funds, that notation is principally for your own purposes. We do not assume a duty to enforce multiple signature requirements. As such, we assume no duty to confirm that two or more (or any combination) of authorized signers have approved any transaction. Although we may attempt on occasion to enforce the multiple signature requirement shown on your signature card (e.g., by refusing to permit a transaction by less than the stated number of authorized signers), we may cease doing so at any time and without prior notice to you.

For business customers and for specified business accounts only, we may, from time to time and in our sole discretion, decide to offer to enter into a separate written agreement with you, for the express purpose of enforcing a multiple signature requirement for check withdrawals. If you are permitted to enter into such a written agreement with the Bank, you agree that it will apply only to the account(s) specified therein, and you agree to order checks for any such account(s) that bear a legend above the signature lines that two signatures (or more, if applicable) are required.

You further agree that any written agreement providing for two (2) or more signatures and/or dollar limits on any item, such as checks, for the account(s) specified therein, will not apply to any electronic or telephone transfers, including online banking, online bill payments, wires and/or ACH transfers, and we will have no liability when making these kinds of transfers if we fail to verify any signatures, authorities or dollar limits. This means that any person who is an authorized signer on your eligible account(s) is authorized by

you to individually make electronic or telephone transfers, including online banking, online bill payments, wires and/or ACH transfers, even though that person's authority to transfer or withdraw funds from your account by some other means (e.g., by check) must be exercised jointly with one or more other persons. This provision controls and takes precedence over any conflicting provision in any other agreements you have with us, including any written agreement providing for multiple signatures and/or dollar limits on any item. The fees associated with a multiple signature requirement for check withdrawals is specified in our separate Banking Product and Service Information documents.

We may honor checks drawn against your account by any authorized signer(s), even if a check is made payable to the signer, to cash, or for deposit to the signer's personal account. We have no duty to investigate or question withdrawals or the application of funds.

You agree that signatures by your authorized agents (e.g., persons acting under a power of attorney) are valid, even if the principal-agent relationship is not indicated on the check or instruction they sign.

Section 6.2 Requirements

We may return unpaid any check which, in our opinion, does not bear the required number of signatures or which bear signatures that in our opinion do not satisfactorily compare with specimen signatures on file with us. All checks written on your account must be drawn in U.S. Dollars. If your checks are presented on a weekend, a holiday, or after our processing cut-off hour, we may treat them as if we had received them on our next business day.

Section 6.3 Limits

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

You agree that we are under no obligation to cash a check for a person who does not have an account with us. If we nonetheless agree to cash a check for a non-customer, we may impose a charge and we may require that person to provide suitable identification, including a fingerprint.

Certain accounts are subject to transaction limits and penalties for early withdrawal. We may refuse to honor any withdrawal or order if funds on deposit are insufficient, unavailable to cover the request or order, or if there is a dispute or question as to the ownership of any account funds.

Section 6.4 Advance Notices

We reserve the right to require seven (7) days advance notice before the withdrawal or transfer of funds from any interest-bearing account.

Section 6.5 Electronic Presentment/Posting

We may charge your account on the day that a check or other transaction is presented (or returned) to us directly or electronically for payment. We may charge your account or place a hold on funds at an earlier time if we receive notice that a check deposited to your account is being returned, or if we receive notice that your check or electronic payment (e.g., at a point-of-sale terminal) is being processed for collection. Please note: Some merchants may obtain authorization in advance for point-of-sale transactions in an amount greater than the final transaction amount. You agree that we may place a hold on sufficient funds to cover the amount of the authorized transaction, pending its final settlement through the system, even if that amount exceeds the actual amount of the transaction. This could affect the balance available to cover other transactions.

Section 6.6 Unauthorized Check Transactions

If you discover a forgery, alteration, or unauthorized transaction involving your account, you must promptly notify your Center of account in writing of the relevant facts. You agree to maintain a current check register and to carefully and promptly review all statements and notices we send to you.

YOU ARE IN THE BEST POSITION TO DISCOVER AND REPORT ANY UNAUTHORIZED DEBIT TO YOUR ACCOUNT. IF YOU FAIL TO NOTIFY US WITHIN A REASONABLE TIME (NOT EXCEEDING TWENTY-ONE (21) DAYS FROM THE

DATE OF THE ACCOUNT STATEMENT REFLECTING SUCH DEBIT OR, IF EARLIER, THE TRANSACTION INFORMATION OR ITEM IS MADE AVAILABLE TO YOU), OF AN UNAUTHORIZED SIGNATURE, ALTERATION, FORGERY, COUNTERFEIT CHECK, OR OTHER UNAUTHORIZED DEBIT TO YOUR ACCOUNT, WE WILL NOT BE RESPONSIBLE FOR SUBSEQUENT UNAUTHORIZED TRANSACTIONS BY THE SAME WRONGDOER.

WITHOUT REGARD TO CARE OR LACK OF CARE OF EITHER YOU OR US, IF YOU DO NOT DISCOVER AND REPORT ANY SUCH UNAUTHORIZED TRANSACTION WITHIN THIRTY (30) DAYS AFTER YOUR STATEMENT, TRANSACTION INFORMATION OR THE ITEM IS MADE AVAILABLE TO YOU, YOU ARE PRECLUDED FROM ASSERTING THE UNAUTHORIZED TRANSACTION AGAINST US (NOTE: DIFFERENT LIABILITY RULES APPLY TO CERTAIN CONSUMER ELECTRONIC FUND TRANSFERS. **SEE SECTION 9.23 AND 9.24.**)

If you claim a credit or refund because of a forgery, alteration, or any other unauthorized transaction, you agree to provide us with a sworn declaration containing whatever reasonable information we require regarding your account, the transaction and the circumstances surrounding the claimed loss. You also agree to make a report to the police and to provide us with a copy of the report, if we so request.

We will have a reasonable period of time to investigate the circumstances surrounding any claimed loss. During our investigation, we will have no obligation to provisionally credit your account. If we nonetheless do so and later determine that the debit to your account was proper (or if you cease cooperating with our investigation), we may reverse the provisional credit. If you have withdrawn the funds, you would be obligated to reimburse us.

If we pay you for any loss, your acceptance of the payment would release us from further liability to you, and would constitute your agreement to assign to us any rights you may have against the wrongdoer or against any other person.

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

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

Note: Different rules apply to certain electronic fund transfer transactions to or from a consumer's account. See Article 9 Electronic Fund Transfers. Please read the "Tips for Good Banking" in Article 15 because you can be liable for unauthorized transactions if you fail to follow those recommendations.

Section 6.7 Identification

The Bank reserves the right to not honor any of your checks or other draws or payments on your account if the Bank is unable to adequately collect or verify the customer transaction and identification information necessary for the Bank to comply with applicable laws and regulations regarding customer and payee identity and transaction purpose. We may require an endorsement or signature guarantee from another financial institution prior to us cashing a check drawn on your account when presented by someone who is not our customer.

Section 6.8 Large Cash Withdrawals

We may place reasonable restrictions on when and how you make any large cash withdrawal from your account if we believe that the amount is unreasonably large or that honoring the request would cause us an undue hardship or security risks. These restrictions may include requiring you to provide reasonable advance notice to ensure we have sufficient cash on hand.

We may also require that you sign a document releasing us from any liability. We do not have any obligation to provide security if you make a large cash withdrawal. We may refuse the withdrawal request if you do not agree with these conditions.

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.

ARTICLE 7. ACCOUNT LIMITS

Section 7.1 Deposits

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

Section 7.2 Withdrawals

In addition to the limits set forth below and in the "Withdrawal" and "Electronic Fund Transfers" Section 6 and Section 9, cash withdrawals may be limited due to the limited amount of currency available at a particular Center. We assume no responsibility to provide personal protection for customers who elect to carry large sums of currency to or from our premises.

Section 7.3 Money Market and Savings Accounts

Transactions involving these accounts are limited. You may make no more than six (6) preauthorized, automatic or telephonic transfers, checks, drafts, and debit card, or similar transactions from your account per monthly statement cycle.

If you exceed these limitations, we may impose a fee for exceeding the limits. See separate disclosures, titled Business Banking Products, Services, and Fees, or Personal Banking Products, Services, and Fees, as applicable, for more information. We track checks for purposes of the transaction limits as of the date we post them to your account, not as of the date you write them. Thus, a check you write during one statement period may not be counted until a subsequent statement period.

We may at our discretion refuse or limit telephone and mail withdrawals. There is no limit on the number of withdrawals you can make in person or at an ATM. Nor is there any limit on the number of deposits that can be made to your account each month (e.g., in person or by preauthorized or automatic transfer or at any of our ATMs), except that you cannot make deposits at our off-site ATMs or at ATMs owned by others.

Section 7.4 Certificates of Deposit (CODs)

Unless our written agreement with you says otherwise, you do not have a right to make partial withdrawals from, or additional deposits to, an existing COD.

ARTICLE 8. FEES

The Banking Product and Services Information documents describe the most frequently encountered fees associated with our accounts and services. Some services are negotiated separately and may be subject to other written agreements with us. Information on fees for services not covered by the Banking Product and Services Information documents are available upon request. Certain fees may also change without specific notice to you. Account owners must promptly pay the fees and charges associated with their accounts and services, and are jointly and individually liable for such fees. We may deduct account fees automatically from your account(s). Unless otherwise required by law, we assume no obligation to credit your account for fees incurred due to the actions of third parties (e.g., returned checks or late or incorrect electronic deposits).

ARTICLE 9. ELECTRONIC FUND TRANSFERS

The following protections include, but are not limited to, electronic fund transfers governed by the Electronic Fund Transfer Act excluding foreign remittance transfers. You may refer to your Center of account for additional terms that apply to foreign remittance transfers. **This law applies only to accounts held by natural persons for personal, family, or household purposes ("consumer accounts").**

NOTE: To the extent Article 9 conflicts with any other provision in this Agreement regarding electronic fund transfers that are subject to Regulation E, Article 9 controls. If we have a specific agreement with you for a service involving an electronic fund transfer (such as Citizen's Business Bank's Zelle Terms of Service Agreement) or this Agreement has specific provisions for a service (such as Section 9.12 regarding Preauthorized Transfers), then the provisions in this section supplement the specific agreement and provisions to the extent they are not inconsistent.

Section 9.1 Persons Authorized to Conduct Electronic Fund Transfers

Any authorized signer on the account may apply for electronic fund transfer services on behalf of all account owners. Once an electronic fund transfer service is established, any authorized signer on your account may act alone in conducting electronic fund transactions, regardless of the number of required signers indicated on the account's signature card.

Section 9.2 Automated Teller Machine and Point-of-Sale Transactions

This section contains the terms governing your Citizens Business Bank ATM Card or debit card (all referred to as "Card").

Section 9.3 Services

Depending on the accounts and services associated with your Card, you may be able to perform the following transactions:

- Withdraw cash from your checking or savings account
- Make deposits to your checking or savings account (Deposits must be accompanied by your personalized deposit slip. Failure to do so may result in a loss or delay in processing your transaction)
- Transfer funds between your checking or savings accounts
- Obtain a cash advance at another bank that has agreed to accept our Card
- Pay for purchases at places that have agreed to accept our Card
- Purchase up to \$500.00 of American Express® Travelers Cheques per day from any American Express® cash dispenser with funds from either your checking or savings account
- Obtain account balance information. The balance may not include recent transactions and may include funds which are not available for immediate withdrawal. The balance information feature is not subject to the error resolution or liability sections set forth below
- If you have more than one account linked to your Card, you may designate the account for a withdrawal or deposit transaction

NOTE: The term "savings account" here includes Money Market Accounts. Your Card can be used at all ATM and POS terminals which are part of the networks in which we participate. [We currently participate in the CIRRUS®, ACCEL®, and MoneyPass® ATM networks]. Some of these services may not be available at some Point-of-Sale (POS) terminals or at automated teller machines (ATMs) operated by others.

Section 9.4 Personal Identification Number

You generally need both your Card and a personal identification number (PIN) to transfer money into or out of your account at ATMs and POS terminals. However, you may be asked to sign a sales slip or provide identification, rather than enter your PIN, for certain debit card transactions. Also, at some gas stations, you may not be required to sign your name or enter your PIN for a purchase. You can select a new PIN at any Citizens Business Bank ATM by using the PIN that was originally selected. If you forget your PIN, please visit any of our Centers to arrange for a replacement PIN or call 888.228.2265 from your home telephone to choose a new PIN. Never disclose your PIN to anyone, including Bank employees, merchants, government officials, or the police.

Section 9.5 Card Daily Limits

Certain transaction limits are imposed on money market deposit and savings accounts. For Money Market and Savings Accounts, see below.

If you have a Consumer Debit Card, you can withdraw a total of \$500.00 from ATMs each day, including weekends and holidays. You can also use your Card to conduct up to \$2,000.00 in POS transactions each day. The total ATM and POS transactions in any day, however, cannot exceed \$2,500.00.

If you have a Health Savings Account (HSA) Debit Card, you can withdraw a total of \$500.00 from ATMs each day, including weekends and holidays. You can also use your Card to conduct up to \$2,000.00 in POS transactions each day. The total ATM and POS transactions in any day, however, cannot exceed \$2,500.

If you have a Business Debit Card, you can withdraw a total of \$500.00 from ATMs each day, including weekends and holidays. You can also use your Card to conduct up to \$3,000.00 in POS transactions each day. The total ATM and POS transactions in any day, however, cannot exceed \$3,500.00.

If you have an ATM card, you can withdraw a total of \$500.00 from ATMs each day, including weekends and holidays. You can also use your Card to conduct up to \$1,500.00 in POS transactions each day. The total ATM and POS transactions in any day, however, cannot exceed \$2,000.

For purposes of determining when you have reached your daily limit, a day ends at midnight EST.

Deposit transactions made at a Citizens Business Bank ATM terminal before 4:30 PM Monday through Friday are processed on the same business day. Transactions made after 4:30 PM Monday through Friday or at any time on weekends and holidays may be processed the following business day. You cannot make deposits to your Citizens Business Bank account at any ATM operated by another institution, and there may be other limits at such ATMs. You may not stop payment on any POS transaction since these transactions are guaranteed at the time you make the purchase. Deposits and payments are subject to verification.

Section 9.6 Money Market Deposit Accounts and Savings Accounts

Certain transaction limits are imposed on Money Market Deposit Accounts and Savings Accounts. There are no limitations on the number of withdrawals you may make at an ATM. For more information regarding Money Market Deposit Account and Savings Account transaction restrictions, please see Section 7.3, above.

Section 9.7 Card and PIN Security

You agree not to disclose or otherwise make your Card or PIN available to anyone. If you do, you are responsible for all transactions by that person, even if he or she exceeds your authority. You agree to accept responsibility for any failure to safeguard your card. This means storing the card in a secure location accessible only to the authorized user. For security reasons, you agree not to write your PIN on your Card or keep it in the same location as your Card. Your Card(s) are the property of Citizens Business Bank. You agree to return all Card(s) to us upon request. If you decide you do not want to use your Card; destroy it at once by cutting it in half, and then notify us by calling 888.228.2265 (toll-free) during business hours: Monday through Thursday, 8:00 AM to 5:00 PM and on Fridays, 8:00 AM to 6:00 PM; or writing to us at Citizens Business Bank, P.O. Box 51-400, Ontario, California 91761.

Section 9.8 Refunds on Purchases

If you return a purchase you made with your Card, the merchant may refuse a cash refund and instead give you a credit by processing a credit adjustment, which we would apply as a credit to your account.

Section 9.9 Foreign Transactions with Debit Cards

If your debit card is used to conduct a transaction in a foreign currency, Mastercard International will convert the transaction to U.S. dollars by using either the government-mandated exchange rate or the wholesale exchange rate in effect one day before the date of the conversion. Mastercard International's date of conversion may differ from the purchase date and the posting date identified on your statement. You agree to pay the charges and accept credits for the converted transaction amounts in accordance with this paragraph, along with any fees imposed by Mastercard, the foreign merchant and/or financial institution.

Section 9.10 ATM Safety

You agree to exercise discretion when using an ATM. If there are any suspicious circumstances, do not use the ATM. If you notice anything suspicious while transacting business at the ATM, cancel the transaction, retrieve your Card and leave. Be careful when using the ATM and be aware of the surroundings, especially at night or in isolated areas. Park near the ATM in a well-lit area. At night, have someone accompany you when possible. Do not approach a dark ATM. Do not accept assistance from anyone while using the ATM. Do not display your cash; count it later in the safety of your office or home. Be sure

to save your transaction slips. Check them against your statements promptly. Prepare deposits at home to minimize your time at the ATM. Make sure you safeguard your PIN - do not write it on your Card or carry it in your wallet or purse. Always secure your Card just as you would your cash, checks and credit cards. Do not leave it at the ATM. Report all crimes to the ATM operator and local law enforcement officials immediately. We do not guarantee your safety while using any ATM.

Section 9.11 Charges

See the Banking Product and Services Information documents for charges related to your ATM or debit card. When you use an ATM not owned by us, you may be charged a fee by the ATM operator and/or owner and you may be charged a fee for a balance inquiry, even if you do not complete a fund transfer. On Money Market and Savings Accounts, an excessive debit fee will be charged for each transaction that exceeds the limitations described in the Banking Product and Services Information documents.

Section 9.12 Preauthorized Transfers

Preauthorized transfers include electronic fund transfers to or from a consumer account by means of a computer or magnetic tape, including both preauthorized electronic fund transfers made to your account from a third party (e.g., Social Security, a pension fund, or your employer) and preauthorized electronic fund transfers from your account to a third party (e.g., recurring mortgage or insurance payments).

“Preauthorized transfers” do not include: (a) transactions initiated by check or similar paper instrument (b) transfers to or from business and other non-personal accounts (c) individual transfers we initiate under an agreement with you but without your specific request, such as automatic savings and automatic loan payments to us from your account, or (d) transfers initiated by telephone.

NOTE: If Federal recurring or other electronic payments are made into your account, the payments may be affected by a change in account status or transfer (e.g., to another Citizens Business Bank Center). If you plan to transfer your account or change its status, please speak with us in advance about the impact the change may have on your electronic fund transfer services.

Section 9.13 Preauthorized/Automatic Transfer Charges

An ACH debit is considered equivalent to a check or withdrawal order on the account, and we may impose the charge specified in the Banking Product and Services Information, Treasury Management Agreement, and Treasury Management Services Schedule of Standard Fees.

Section 9.14 How to Stop Preauthorized Transfers from Your Account

If you have told us in advance to make regular payments out of your account, you can stop any of these payments by calling us at 888.228.2265 (toll-free) during business hours: Monday through Thursday, 8:00 AM to 5:00 PM and Friday, 8:00 AM to 6:00 PM; or writing to us at Citizens Business Bank, P.O. Box 51-400, Ontario, CA 91761. We must receive your request at least three (3) business days before the payment is scheduled to be made.

NOTE: If you fail to give us your request at least three (3) business days prior to a transfer, we may nonetheless, at our sole discretion, attempt to stop the payment. However, even if we accept the request for processing, we assume no responsibility for our failure to do so. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call; otherwise, the oral request may be disregarded fourteen (14) days after it has been made. Your request should specify your name, account number, the EXACT AMOUNT (dollars and cents) of the transfer you want to stop, the date of the transfer, and the identity of the payee. We may charge you a fee for each stop payment order you give us. See the Banking Product and Services Information documents for the current fee.

If you order us to stop one of these payments at least three (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. You should also notify the designated payee in writing that you are stopping the payment, as we will not do so.

Section 9.15 ServiceLine Telephone Transfer Service

You may access ServiceLine by calling 888.228.2265 (toll-free) with your account number and a password to obtain balance information and to transfer funds between your savings accounts (including Money Market Accounts) and checking accounts 24 hours a day. Transfers can be made only from collected

funds and are available for withdrawal at the opening of our next business day.

For the limits on transfers from Money Market and Savings Accounts, see Section 9.6 above.

For a request to transfer funds to be processed on the same business day, we must receive the request by 7:00 PM on a business day. Transactions occurring after that hour or on a Saturday, Sunday or holiday are processed on the next business day. Balance information may not reflect recent transactions, and may include funds which are not available for immediate withdrawal. The balance information feature is not subject to the error resolution or liability sections set forth below. If you do not want to have account information available by telephone, please notify your Center of account.

Section 9.16 Password Security

You agree not to disclose or otherwise make your password available to anyone.

Section 9.17 ServiceLine Charges

See the Banking Product and Services Information documents for details on charges related to ServiceLine. Each transfer is considered the equivalent of a deposit, check, or withdrawal order, and we may impose the charge specified in the Banking Product and Services Information documents.

Section 9.18 Periodic Statements

You will receive a monthly account statement unless there are no electronic fund transactions in a particular month. In any case, you will get a statement at least quarterly. We do not send statements for Certificate of Deposit accounts.

Section 9.19 ATM or Point-of-Sale Transactions

You will receive a receipt, if you so elect, each time you use an ATM or a Point-of-Sale terminal in the United States for transactions greater than \$15.00. If the transaction is \$15.00 or less, you may not get a receipt.

Section 9.20 Preauthorized Transfers

If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call our ServiceLine at 888.228.2265 (toll-free) to find out whether or not the deposit has been made.

Section 9.21 Notice of Varying Amounts

If you have arranged in advance to make regular payments out of your account and they may vary in amount, the person or company you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice from that person or company 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.)

Section 9.22 Our Liability for Failing to Make Transfers

If we do not complete an electronic fund transfer (as defined in the Electronic Fund Transfer Act) to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, there are some exceptions. We will not be liable, for example, if:

- Through no fault of ours, your account does not contain sufficient available funds to make the transfer
- The transfer would go over the credit limit on your overdraft line
- An electronic terminal has insufficient cash to complete this transaction
- The terminal was not working properly and you knew about the breakdown when you started the transfer
- Circumstances beyond our control (such as fire, flood or a mechanical or electrical failure) to prevent the transfer, despite reasonable precautions that we have taken
- The money in your account is subject to an uncollected funds hold, legal process, dispute, or any other encumbrance or agreement restricting transfers
- The information supplied by you or a third party is incorrect, incomplete, ambiguous, or untimely
- We process your payment in a timely manner, but the payee rejects your payment or fails to process it in a timely manner

- If you have not properly followed the service instructions
- If you do not authorize a bill payment early enough for your payment to be made and properly credited by the payee by the time it is due
- If a transfer or payment could not be completed due to systems availability

There may be other exceptions not specifically mentioned above.

Section 9.23 Your Liability for Unauthorized Electronic Fund Transfers

Tell us **AT ONCE** if you believe your Card or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check or account. Immediate notification in person or by phone is the best way of minimizing any potential loss. You could lose all the money in your account (plus the maximum overdraft line of credit).

Tell us **AT ONCE**, if your statement shows transfers that you did not make, including those made by Card or other means. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (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.

Section 9.24 Your Liability for Electronic Fund Transfers Involving a Citizens Business Bank ATM Card

Tell us **AT ONCE** if you believe your Card or PIN has been lost or stolen. Immediate notification in person or by phone is the best way of minimizing any potential loss. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) business days after you learn of the loss or theft of your Card or PIN, you can lose no more than \$50.00 if someone used your Card or PIN without your permission.

If you do **NOT** tell us within two (2) business days after you learn of the loss or theft of your Card or PIN, and we can prove we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500.00.

Tell us **AT ONCE** if your statement shows transactions that you did not make. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (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.

NOTE: If you allow anyone else to use your Card or PIN, you are liable for all transactions by that person, even if he or she exceeds your authority. You are liable until you tell us that this person is no longer authorized to access your account.

Section 9.25 Your Liability for Electronic Fund Transfers Involving a Debit Card

Tell us **AT ONCE** if you believe your Card has been lost, stolen or you suspect unauthorized use. As a Mastercard® cardholder, Zero Liability applies to your purchases made in the store, over the phone, online or via a mobile device and ATM transactions. As a cardholder, you will not be held responsible for unauthorized transactions if:

1. You have used reasonable care in protecting your card from loss or theft, and
2. You have promptly reported to your financial institution when you knew that your Mastercard® was lost or stolen

If you believe there has been unauthorized use on your account and you meet the conditions above, rest easy knowing you're protected by Zero Liability.

NOTE: You acknowledge that you are responsible for any payments from your Card which you have authorized. Neither we nor the Service Provider will be liable for your authorized payments made through the Service (for example, if you do not receive the goods or services that you paid for, or the goods or services that you received are damaged or are otherwise not what you expected). If you subsequently determine that the payments were sent due to fraud and, however, were authorized by you, you agree that we shall bear no liability for any loss caused by the payments which you authorized (including the amount of the payments that were sent).

Section 9.26 How to Notify Us of a Problem

If you believe your Card or PIN has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call us at 888.228.2265 (toll-free) during business hours: Monday through Thursday, 8:00 AM to 5:00 PM and Friday, 8:00 AM to 6:00 PM. For after hours, weekends and holidays, please call 800.554.8969, or write to Citizens Business Bank, P.O. Box 51-400, Ontario, CA 91761, as soon as possible.

Section 9.27 What to Do in Case of Errors or Questions About Your Electronic Transfers

Telephone us at 888.228.2265 (toll-free), or write Citizens Business Bank, P.O. Box 51400, Ontario, CA 91761, as soon as you can if you think your statement or receipt is wrong or if you need more information about a transaction listed on your statement or receipt. We must hear from you no later than sixty (60) days after we sent the **FIRST** statement on which the problem or error first appeared.

- Tell us your name and account number
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe an error has been made or why you need more information, and
- Tell us the date and 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 ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days for point-of-sale and foreign transactions) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days 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 ten (10) business days, we may not credit your account.

For errors involving new accounts (accounts opened no more than thirty (30) days), we may take up to ninety (90) days to investigate your complaint or question, and up to twenty (20) business days to credit your account for the amount you think is in error. We will tell you the results within three (3) business days after completing our investigation. If we determine that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Section 9.28 Business Days

Our business days are Monday through Friday, excluding Saturday, Sunday and Federal holidays.

Section 9.29 Disclosure of Account Information

We may release information about your account and the transactions you perform to third parties:

- Where necessary or helpful in verifying or completing a transaction
- To verify the existence and condition of your account for account verification services, consumer reporting agencies, merchants with whom you are doing business and members of a network which process your electronic fund transfers
- When you give us your oral or written consent
- To comply with the law or a court or governmental order, and
- To local, state, and federal authorities if we believe a crime may have been committed involving your account

If we close your account because of excessive returned checks or the like, we will report all account owners to a consumer reporting agency that maintains such information.

Section 9.30 Change in Terms/Termination of Service

We may change (add to, delete, or alter) the terms of the agreement with you by mailing, emailing (by consent) or delivering a notice, a statement message or an amended agreement to any of you at the last address (location or email) on file for you, your account, or the service in question. We do not have to notify you, however, if any changes are beneficial to you (e.g., a reduction or waiver of any fees or the addition of services). We reserve the right to

terminate this agreement and/or your use of electronic fund transfer services of your Card with or without cause. We may do so if: you or any authorized user of your Card breaches this or any other agreement with us; we have reason to believe that there has been or may be an unauthorized use of your account, Card or PIN; you or any party to your associated checking or savings account requests that we do so; or there are conflicting claims to the funds in your account.

Section 9.31 Business, Governmental, Trust, and Other Non-Consumer Accounts

Our obligations and the limitations on customer liability, as set forth in this Electronic Fund Transfers section (as well as those on the back of your periodic account statements), are different in the case of business or other non-personal or non-consumer accounts, and you may not receive the benefit of the same Bank obligations or limitations on your liability if your accounts are business or non-consumer accounts. Owners of business or other non-personal or non-consumer accounts should review their accounts daily and report any unauthorized activity immediately by calling 888.228.2265. In addition to reporting unauthorized ACH debit activity immediately, a completed Written Statement of Unauthorized Debit must be provided no later than 4:00 PM on the business day following the unauthorized ACH debit posting date. Failure to do so may prevent the Bank from recovering funds and your business or non-consumer account could suffer a loss for which you, and not the Bank, would be responsible. Business or other non-personal or non-consumer account owners must also assume full responsibility for any unauthorized Card transactions using their PIN and agree to defend and hold us harmless from all claims, losses, and damages related to unauthorized transactions. Any electronic funds transfer that is not subject to the Electronic Fund Transfer Act and Regulation E is covered by California Commercial Code Division 11. Under no circumstances will we be liable for any special or consequential damages to you or any other party or person.

Section 9.32 Citizens Debit Card and ATM Card

If you are approved for a Card, the agreement applicable to that service will accompany your Card(s). You agree to be bound by its terms and conditions unless you destroy it at once by cutting it in half, and then notifying us by calling 888.228.2265 (toll-free) during business hours: Monday through Thursday, 8:00 AM to 5:00 PM and Friday, 8:00 AM to 6:00 PM, or write to us at Citizens Business Bank, P.O. Box 51-400, Ontario, CA 91761.

Section 9.33 Electronic Check Conversion

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

ARTICLE 10. SUBSTITUTE CHECKS AND YOUR RIGHTS

Section 10.1 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.

Section 10.2 What Are My Rights Regarding Substitute Checks?

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

bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500.00 of your refund (plus interest if your account earns interest) within ten (10) business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than forty-five (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.

Section 10.3 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 888.228.2265 (toll-free), Monday through Thursday, 8:00 AM to 5:00 PM and Friday, 8:00 AM to 6:00 PM, or writing to us at Citizens Business Bank, P.O. Box 51-400, Ontario, CA 91761.

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

Your claim must include the following:

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

Section 10.4 Other Terms—Substitute Checks

You agree not to deposit substitute checks or checks bearing a substitute check legal equivalence statement ("This is a legal copy...") to your account without our prior written consent. Unless we specifically agree otherwise in writing, our acceptance of such checks shall not obligate us to accept such items at a later time, and we may cease doing so without prior notice.

If we allow you to deposit substitute checks, you agree to indemnify, defend and hold us harmless from all losses, costs, claims, actions, proceedings and attorney's fees that we incur as a result of such checks, including without limitation, any indemnity or warranty claim that is made against us because:

(a) the check fails to meet the requirements for legal equivalence (b) a claimant makes a duplicate payment based on the original check, the substitute check, or a paper or electronic copy of either, or (c) a loss is incurred due to the receipt of the substitute check rather than the original check. Upon our request, you agree to provide us promptly with the original check or a copy that accurately reflects all of the information on the front and back of the original check when it was truncated.

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

ARTICLE 11. JUDICIAL REFERENCE

If a dispute involving \$25,000.00 or more arises between you and the Bank with respect to this Agreement, its enforcement or our Services, either of you or the Bank may require that it be resolved by judicial reference in accordance with California Code of Civil Procedure, Sections 638, et seq. 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. The costs of the reference procedure, including the fee for the court reporter, shall be borne equally by all parties as the costs are

incurred. 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. 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 to set off, 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. Venue for any action brought in accordance with this provision shall be in San Bernardino County, California.

ARTICLE 12. ADDITIONAL TERMS

Section 12.1 Adjustments

We may make adjustments to your account whenever a correction or change is required. Adjustments might occur, for example, if deposits are recorded in the wrong amount or if checks you deposit are returned unpaid. We may elect, at our discretion, not to make an adjustment to your account to correct an error which you or a third party (such as another financial institution) caused if the adjustment is \$10.00 or less, in either direction, or if our cost to make the adjustment is greater than the amount in question. An adjustment may be to any transaction, be it credit or debit.

Section 12.2 Amendments/Changes In Account Terms and Termination

We may amend or delete any term of this agreement. We may also add new terms to this agreement. In addition, we may suspend, modify, convert, or terminate a service, convert this account to another account type, or close this account for any reason. For any of these types of changes, we will give you reasonable notice in writing by any reasonable method including by mail, by any electronic communication method to which you have agreed, on or with a periodic statement, or through any other method permitted by law. If we close the account, we will tender the account balance to you or your agent personally, by mail, or by another agreed upon method.

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 becomes effective. For instance, if we suspect fraudulent activity with respect to your account, and if we deem it appropriate under the circumstances and necessary to prevent further fraud, we might immediately freeze or close your account and then give you notice.

Unless otherwise indicated in the notice of change, if we have notified you of a change to your account, and you continue to have your account after the effective date of the change, you have accepted and agreed to the new modified terms. You should review any change in terms notice carefully as the notice will provide important information of which you may need to be aware.

We reserve the right to waive any term of this agreement. However, such waiver shall not affect our right to enforce the term at a later date.

If you request that we close your account, you are responsible for leaving enough money in the account to cover any outstanding items or transactions to be paid from the account. Once any outstanding items or transactions are paid, we will close the account and tender the account balance, if any, to you or your agent personally, by mail, or by another agreed upon method.

Any items and transactions presented for payment after the account is closed may be dishonored. Any deposits we receive after the account is closed may be returned. We will not be liable for any damages for not honoring any such debits or deposits received after the account is closed, and you agree to indemnify and hold us harmless from any decision not to honor such debits or deposits.

Section 12.3 California Law

Except as otherwise provided in this Agreement, California law will govern your account and the interpretation of this Agreement.

Section 12.4 Changes In Account Ownership, Address, and Authorized Signers

You agree to notify us in writing of any change in your name, address, business capacity (e.g., sole proprietor to corporation), or the authorized signers on your account. You authorize us to obtain information on your residence

address from the Department of Motor Vehicles and waive your rights under California Vehicle Code §1808.21. We may require a new signature card before any change in ownership or authorized signer(s) becomes effective.

If the authorized persons on your account change, we may continue to honor checks and instructions given earlier by any previously authorized person(s) until we receive specific notice from you in writing not to do so. A new or updated signature card, by itself, does not necessarily constitute such notice to the Bank. In some instances we may require you to close your account or provide us with stop payment orders in order to prevent transactions from occurring.

There may be a delay in implementing a change in the authorized person on our records and you agree that we will be given a reasonable opportunity to make the necessary changes.

Section 12.5 Check Cashing for Non-Customers

As an accommodation to our customers, we will generally permit the payee of your check to present it for payment at any of our Centers, although we reserve the right not to do so under certain circumstances, based on security protocols, cash availability or other considerations. We may require a payee who is not our depositor to produce a fingerprint on the check itself, along with two forms of personal identification that are acceptable to us, and/or additional information required for regulatory reporting. We may charge a fee for this service.

Section 12.6 Check Formats and Prices

Check prices vary according to the types of checks you select. You can obtain information on the current price of checks by contacting us. Any charge for imprinted checks includes state sales tax. Check charges may vary from time to time without specific notice to you. You are responsible for checking the accuracy of all information shown on your checks and deposit tickets. If you find an error, please notify us immediately. We are not liable for losses resulting from incorrectly printed checks or deposit tickets.

If you arrange for the printing of your own checks, the form, encoding and format of the checks must follow our check specification requirements and be approved by us in advance. If you do not purchase your checks through us, we may charge a fee for each check that rejects during processing due to poor print quality, or if it fails to meet our check formatting requirements. We make checks available that include fraud prevention features. If you choose not to use these or other checks that include fraud prevention features, you agree to assume a heightened degree of responsibility for safeguarding your checks, and for reviewing all returned checks and statements as soon as you receive them.

Section 12.7 Check Endorsements and Markings

Federal regulations require that the top 1½ inches on the back of the check (when read vertically from the trailing edge) be designated for the payee's endorsement. If you endorse a check in any other area, or mark or otherwise obscure any other area, or use a check with a carbon band or other features that obscures any other area, or if you make an endorsement which is illegible or incomplete, you agree to reimburse us for any loss or expense we may incur as a result. If you endorse, cash and/or deposit a check made payable to two or more payees (whether or not you are one of those payees), but not all the payees have endorsed the check, you agree that you are representing and warranting to us that you have authority to endorse, cash and/or deposit the check on behalf of all those payees. You agree to indemnify and hold us harmless from any costs, claims, liabilities or expenses (including attorney's fees) that we incur as a result of any dispute relating to any multi-payee check which you endorse and/or deposit. You acknowledge that we may exercise our right of set off to reimburse the Bank for such costs. See Section 3.5 Restrictive Endorsements for more information.

Section 12.8 Check Processing Cut-Off Hour

Our processing cut-off hour with respect to any knowledge, notice, stop payment order, or legal process we receive involving a check is one hour after the opening of the banking day following the banking day on which we receive the check. The cut-off hour with respect to any set-off we exercise is the close of the banking day following the banking day we receive a check.

Section 12.9 Checks Bearing Notations; Check Signature Verification; Automated Processing

You recognize that we have adopted automated collection and payment procedures so we can process the greatest volume of checks at the lowest possible costs for all our customers. Although we are not obligated to, we may pay or accept checks and other items bearing restrictions or notations (e.g., “Void after 6 months,” “Void over \$50.00,” “Payment in Full,” and the like) whether on the front or back, in any form or format. If you cash or deposit an item or write a check with such annotation, you agree that it applies only between you and the payee or maker. The notation will have no effect on us, and you agree to accept responsibility for payment of the item. You agree to indemnify and hold us harmless from any claim or alleged loss of any maker or payee involving such notations, whether you are the maker or payee or the funds are otherwise deposited into an account in which you have an interest.

You agree that we do not fail to exercise ordinary care when we process a check by automated means without visually or physically inspecting the check, if our procedures are similar to those of other banks in the area. Although we may review checks from time to time, you understand that reasonable commercial standards do not require us to do so.

You also agree that we have no liability if (a) in the case of checks, in the absence of any express written agreement to the contrary, we pay a check drawn on your account(s) in a manner contrary to any signature or dollar limit restrictions that you have specified or otherwise sought to impose, as long as at least one of the specified signatures appears on the check, and (b) in the case of any electronic or telephone transfers, including online banking, online bill payments, wires and/or ACH transfers, we permit any person who is an authorized signer on your eligible account(s) to individually make such electronic or telephone transfers, including online banking, online bill payments, wires and/or ACH transfers, even though that person’s authority to transfer or withdraw funds from your account by some other means (e.g., by check) must be exercised jointly with one or more other persons. You also agree that we are not liable if we refuse to honor a check or other signed instruction if we believe in good faith that the signature(s) thereon are not genuine.

Section 12.10 Check Imaging

If you receive our check imaging service, we will send images of your canceled checks to you with your monthly statements. Your canceled checks will not be returned to you. We will maintain an image of each check for seven (7) years or such other period as may be allowed by law. You can obtain copies of your checks by sending us a written request with the following information: your name, account number, check number, the amount of the check and (if known) the date the check was paid. There is a fee associated with this service.

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

Section 12.11 Checks Lost or Stolen

You agree to safeguard your blank and canceled checks, and to take reasonable steps to prevent their unauthorized use. If you are a business, you should store them under dual control in a secure, locked location which is accessible only to authorized personnel. **If your checks are lost or stolen, you agree to notify us immediately.** For security reasons, we reserve the right to close your account and transfer the balance to a new account. If we do, all checks written, but not yet paid may be returned to payees as “Account Closed” or “Refer to Maker.” You will be responsible for issuing any replacement checks.

When you cash or deposit a check or other item with us, we act as your agent to collect the item. The risk of loss of an item in the process of collection is on you. We may reverse any credit given and any interest earned or accrued for a deposited item that is lost in transit and we may recover from any account you maintain with us the funds given to you for a cashed item which is lost in transit. You will do everything reasonably within your ability to promptly assist us to find, identify or replace a lost item, including but not limited to maintaining a record of the maker of items delivered to us for deposit and collection. We shall not be liable to you if an item is lost in the process of collection, provided we exercised ordinary care in handling the item. In no event shall we be liable to you if you cannot identify the maker of the lost item.

Section 12.12 Compliance

You agree to comply with applicable law. You may not use your account or services for any illegal activity. You agree to indemnify, defend and hold us harmless from every action, proceeding, claim, loss, cost and expense (including attorney’s fees) suffered or incurred by us due to any U.S., state or foreign government entity or any other governmental or quasi- governmental entity seizing, freezing or otherwise asserting or causing us to assert control over any account or funds in an account of yours (or ours), or in complying with a gag order or other directive with respect to such account(s) or funds, when purportedly caused by or arising out of your action or inaction.

Section 12.13 Conflicting Demands/Disputes

If there is any uncertainty regarding the ownership of an account or its funds, there are conflicting demands over its ownership or control, or we are unable to determine any person’s continuing authority to give instructions regarding this account, we may, at our sole discretion:

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 instruction from a court of competent jurisdiction at your expense regarding the ownership or control of the account, and/or
4. 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 occurs as a result of a dispute or uncertainty over the ownership of your account. We may return checks and other items, marked “Refer to Maker” (or other language we deem appropriate), in the event there is a dispute or uncertainty over an account’s ownership or control. We are not required to recognize an adverse claim unless:

- a. The claimant has provided us with an acceptable bond indemnifying us against all liabilities and expenses that we might incur in connection with the claim (and any resulting dishonored checks)
- b. The claimant has obtained an order from a court having jurisdiction, or
- c. As otherwise required by law.

Section 12.14 Consent to Gather Information

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

Section 12.15 Death or Incompetency

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

We may pay a check for ten (10) days after the date of death even if we know of the death, unless we are ordered to stop payment by a person claiming an interest in the account.

The effect of an account holder’s death depends on how the account is held - in joint tenancy, in tenancy in common, as community property, under a Uniform Trust to Minors Act, or with “payable on death” or “in trust for” language. See Article 1 above.

If we have any question as to the ownership of funds or the amount of funds that belong to any person upon the death of an owner, we may freeze all or part of the account pending receipt of proof, satisfactory to us, of each person’s right to the funds.

Section 12.16 Demand Drafts

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

Section 12.17 Deposit Insurance

For information relating to insurance coverage, ask for the brochure: Your Insured Deposit, call the Federal Deposit Insurance Corporation (FDIC) at 877.275.3342, or visit the FDIC website at www.fdic.gov. The FDIC is an independent agency of the United States government. When we give you information about products we offer that are not FDIC insured, you will be clearly informed of that fact before you make a purchase decision.

Section 12.18 Duplicate Checks and Check Numbers

As a fraud prevention measure, if a check drawn on your account bears the same check number as another check previously presented to us, we may return it unpaid without incurring liability to you.

Section 12.19 Electronic Communications

If you are an online banking customer, you agree that this Agreement and any notice, record or other type of information that is provided to you in connection with your accounts and services (e.g., amendments, fee and transaction information, notices, statements, and account information) may be sent to you electronically by posting the information on our website, by online banking or by sending it to any of you by email. We will not be obligated to provide any communication to you in paper form unless you specifically request us to do so. You may obtain a free paper copy of this Agreement and any attachments to it by contacting us at 888.228.2265 (toll-free) during business hours: Monday through Thursday, 8:00 AM to 5:00 PM and Friday, 8:00 AM to 6:00 PM; or writing to us at Citizens Business Bank, P.O. Box 51-400, Ontario, CA 91761. You can obtain a paper copy of other electronic communications in the same manner (See our Banking General Fees for the related charge.) You also can withdraw your consent to ongoing electronic communications in the same manner, and ask that they be sent to you in paper or non-electronic form.

We may elect to terminate this Agreement or any service if you choose to receive communications in paper or non-electronic form. You agree to provide us with your current email address for notices at the address or phone number indicated above. If your email address changes, you must send us a notice of the new address by writing to us or sending us an email, using secure messaging.

You will need certain hardware and software in order to access our web site, to receive notices from us, and to retain an electronic record of this Agreement and future notices, such as a browser with sufficient encryption capability; and either a printer connected to your computer to print disclosures/notices or sufficient hard drive space available to save the information. You must have your own Internet service provider.

Section 12.20 Employee Benefit Plan Accounts

If you would like additional information on our capital condition, please contact us.

Section 12.21 Facsimile Instructions/Voice/Email

We may, but are not required to, act upon instruction received by fax transmission, voice mail or email. We may not review your message until one (1) or more business days after its receipt. As such, it may not be appropriate to use these methods of communication if you need to reach us with time-sensitive information.

Section 12.22 Facsimile Signatures

We may refuse to accept or pay checks with facsimile signatures. You may ask us to honor checks signed by use of a facsimile signature device, by so designating on the Signature Card or in a separate agreement with us. If you do so - or if you use a facsimile signature device without our prior approval - you agree to assume full responsibility for any and all payments we may make

in reliance on any facsimile signature that resembles any actual or facsimile signature(s) which you (or any of you) have provided to us, even if the signature is made by an unauthorized person or with a counterfeit facsimile device (whether affixed manually, by stamp, electronically, or otherwise). Accordingly, you should maintain very close control over the facsimile signature device and should promptly review your statements and cancelled checks for unauthorized use of the device. You agree to defend and hold us harmless from any claims and alleged losses and costs (including attorney's fees and expenses) arising directly or indirectly out of the misuse of a facsimile signature device by any person.

Section 12.23 Financial Statement

You will provide us with a current financial statement upon request.

Section 12.24 Fingerprinting

We may ask individuals who are not depositors of Citizens Business Bank to provide a fingerprint on checks they cash or any other transaction. You agree that requiring a fingerprint as part of our identification of holders of your checks is reasonable and that we will not be liable to you for declining to cash a check for an individual who refuses to provide such a fingerprint.

Section 12.25 Foreign Checks

We may refuse to accept checks for deposit, or may send them for collection if they are payable in a foreign currency. If we accept a foreign check, you assume all the risk of loss associated with currency value fluctuations and late returns. We may use our current buying or selling rate, as applicable, when processing foreign currency items and may recover from your account any loss incurred in connection with our processing of such items.

Section 12.26 Dormant and Unclaimed Accounts

Your Account is considered dormant if, for twelve (12) months for a Checking Account or twenty-four (24) months for a Savings or COD Account, there is no customer activity (except where state laws governing your Account require otherwise). Unclaimed contents of a safe deposit box is dormant if unclaimed after three (3) years by the owner from the date in which the lease or rental period of the box expired, or from the date of termination of any agreement in which the box was furnished to the owner without cost, whichever occurs last. An Individual Retirement Account (IRA) or another retirement plan if self-employed or a similar account or plan established under Internal Revenue laws for the United States become dormant if you have had no contact with the Bank during the previous twenty-four (24) months after the required beginning date for Mandatory Distribution at seventy-two (72) years of age. Fiduciary Capacity Accounts become dormant if, for twelve (12) months for a Checking Account or twenty-four (24) months for a Savings or COD Account, there is no customer activity. If your Account is dormant, the Bank may hold all statements for your Account, but normal maintenance and other fees continue to apply except where prohibited.

If your Account remains dormant and is unclaimed by you for the period required under the state laws governing your Account, the Bank is required by that law to escheat the funds in your Account or the contents in your safe deposit box to the appropriate state. The Bank will not escheat the funds of any accounts or contents of a safe deposit box if, during the previous three (3) years, we are able to identify another qualifying active account, plan or any other deposit or account not subject to escheat that you own. The Bank may charge a fee for mailing an escheat notice to you (we would send it to the address we currently show for your statement). When the funds in your Account are delivered to the state, your Account is closed, and no interest accrues. To recover funds delivered to the state, you must file a claim with the state. For security reason, the Bank may refuse a withdrawal or transfer from accounts we internally classify as dormant if we cannot reach you in a timely fashion to confirm the transaction's authorization.

Section 12.27 Legal Process

We may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, gag order, subpoena, warrant, or other legal process which we believe (correctly or otherwise) to be valid, even if this leaves insufficient funds to pay any checks you have written or to fund any other payments or withdrawal instructions. We will notify you of such process by telephone, electronically or in writing unless we are ordered not to. We may assess a processing fee. See separate disclosures, titled Business Banking Products, Services, and Fees, or Personal Banking Products, Services, and Fees, as applicable, for more information.

If we are not fully reimbursed for our record research, photocopying, and handling costs by the party which served the process, we may charge such costs to your account, in addition to our minimum legal process fee.

You further agree to defend and hold us harmless from all claims, actions, liabilities, losses, and damages (including costs and attorney's fees) associated with our compliance with any process that we believe to be valid, which may include, but not limited to, compliance with any subpoena requests, document requests in discovery, or court orders compelling such discovery. This hold harmless and indemnity above shall also include any legal fees and costs ("Compliance Legal Fees and Costs") incurred in responding to such process that we believe to be valid, including any subpoena, discovery production, or court ordered production requests, or any disputes related thereto, and may include any legal fees and costs related to our formal appearance in an action or proceeding in regard to such requests. All such legal fees and costs related to such Compliance Legal Fees and Costs shall be your sole responsibility and shall be promptly paid upon written request.

We do not pay interest on any funds we hold or set aside in response to a legal process. You agree that we may honor a legal process which is served personally, by mail or e-mail, or facsimile transmission, at the Bank's designated location for Service of Legal Process, or served at any of our other Bank locations.

Accounts opened with trust or fiduciary designations (e.g., "XYZ, Inc. Client Trust Account") may be subject to levies and other legal process against your property unless our records clearly reflect the existence of an express written trust or court order.

Section 12.28 Limit on Time to Sue or File for Judicial Reference

An action or proceeding by you to enforce an obligation, duty, or right arising under this Agreement or by law or otherwise must be commenced within one (1) year after the cause of action occurs.

Section 12.29 New Account Verification

We may use third party services to verify and obtain information regarding your previous banking relationships. We may also report the status, history and/or closure of your account to such third party services.

Section 12.30 Notices

Any written notice you give us should be sent to the Center where you maintain your account, unless we have designated a different address (such as in connection with our cash management services). Notices sent elsewhere may be delayed or may not reach the correct office. Any written notice is effective only when we actually receive it at the correct office and we have had a reasonable time thereafter to act on it.

Any written notice we give you is effective when deposited in the United States Mail, postage paid, and addressed to you at your statement mailing address. Notice to any one owner of an account is notice to all owners of the account.

Section 12.31 Obtaining Account Information

The types of information provided, service hours and other features may change from time to time without notice. Please note that balance information may not reflect recent transactions, and may include funds that are not available for immediate withdrawal. We assume no responsibility if our telephone information service becomes unavailable for any reason.

Section 12.32 Opening Additional Accounts

We may, at our discretion, open additional accounts upon your telephone, written, or online instructions. These accounts must be titled the same as the account previously established and maintained by you.

Section 12.33 Other Agreements

Other agreement(s) which you may have with us may, by their terms, supersede this Agreement in whole or in part. For example, if you are a governmental unit or a business customer, certain provisions of your other agreements with us (e.g., involving cash management services) may supersede some of the terms of this agreement, to the extent that they are inconsistent. You may also enter into a separate safe deposit agreement that may supersede some of the terms of this agreement to the extent they are inconsistent.

Section 12.34 Overdrafts

If you do not have sufficient available funds on deposit to cover the amount of a check or transaction (e.g., an automatic payment, ATM withdrawal, or other electronic transfer), we may return the check or reject the transaction without payment. However, we may elect, at our sole discretion, to create an overdraft by paying the check or permitting the transaction. If paid, there will be a service fee for each item or transaction with exceptions for ATM or one-time debit card transactions on consumer accounts. See separate disclosures, titled Business Banking Products, Services, and Fees, or Personal Banking Products, Services, and Fees, as applicable, for more information on Non-Sufficient Funds and Overdraft charges. For a foreign returned check, we may add an additional correspondence fee. Note: If you make a deposit on the same day that an item, service charge or transaction creates an overdraft (a "temporary" or "intraday overdraft"), we may charge the fee for the overdraft since the covering deposit may not be posted until the end of the business day. In some cases (e.g., deposits received after our processing cut-off hour), the deposit may not be deemed received until the next business day.

If we permit an overdraft or otherwise allow your account balance to drop below zero, you agree to pay the amount of the overdraft promptly, without notice or demand from us. We have no liability for returning checks for insufficient or uncollected funds, even if the lack of funds is a result of service charges (such as checking account or overdraft service charges) or from exercising our right of set-off or from our honoring a garnishment or other legal process.

We may determine whether your account contains sufficient available funds to pay a check or other transaction at the time after we receive the check.

Each account owner is jointly and individually responsible for paying any overdrafts created by any authorized signer(s) or party to the account, whether or not the owner participates in the transaction or benefits from its proceeds. You agree that subsequent deposits and other credits to the account may be used to satisfy an overdraft, regardless of the source of such deposit including, without limitation, Exempt Funds; see Section 2.3.

Our payment of any checks or allowance of transactions that create overdrafts in no way obligates us to continue that practice at a later time. We may discontinue permitting overdrafts without cause or notice to you.

We discourage the practice of overdrawing accounts. With approved credit, you can protect your account from most returned checks and overdraft fees through our overdraft protection plan. If you would like an application for this plan, call or visit any of our Centers.

Section 12.35 Order of Payments/NSF Charges

We may process your checks, ATM transactions, ACH transactions, point-of-sale payments and other transactions in any order we choose. For consumer accounts (e.g., accounts for personal, family or household purposes), we generally pay checks in serial number sequence each night, rather than in the order in which they are presented; and for business accounts, we generally pay larger checks first each night, rather than the order in which they are presented. However, we are not obligated to pay checks in the order noted in the preceding sentence, and we may change the order in which we process your transactions without prior notice to you. Please note that paying larger checks first can result in increased fees. In addition, we always reserve the right to post transactions that are payable to us first, and we generally pay over-the-counter checks before other checks. If you want to avoid nonsufficient fund (NSF) charges and the possibility of returned items, you should ensure that your account contains sufficient collected funds for each of your transactions.

If your account is a business account, and you would prefer the Bank to pay checks in a serial number sequence instead of paying larger checks first, then you must affirmatively so notify the Bank, by providing the Bank

with reasonable advance notice, through contacting us in person or writing to Citizens Business Bank, Attn: Center Operations Support, 9337 Milliken Avenue, Rancho Cucamonga CA 91730. As noted above, while we will generally seek to follow your instructions with respect to payment order, we are not obligated to do so, and we may change the order in which we process your transactions without prior notice to you.

Section 12.36 Photocopies

If a photocopy of a check that appears to be drawn on your account is presented to us for payment in place of the original, we may pay the photocopy if it is accompanied by a representation from another financial institution that the original check has been lost or destroyed. We will not incur any liability if the original check is later presented to us and we pay it, unless a stop payment order is in effect for the check.

Section 12.37 Postdated (Future Dated) Checks

Unless you provide your Center of account with a written postdated check order which describes a postdated check with reasonable certainty - including EXACT AMOUNT (dollars and cents), account number, check number, check date, and payee name - we may pay or return the check at our discretion. If you provide us with a postdated check order in a time and in a manner which affords us a reasonable opportunity to act on it, we will not pay the check and may return it marked "payment stopped," "postdated" or otherwise if it is presented to us prior to the date indicated in the order (up to twelve (12) months from the date of the order). After twelve (12) months, however, an order is no longer effective and must be renewed. We may impose a fee for each order. See the Banking Product and Services Information documents.

Section 12.38 Power of Attorney

You should notify us in advance if you plan to create a power of attorney involving your account. We will advise you if we will be able to recognize and act upon a power of attorney. If we honor a power of attorney, the person you designate to act for you, the "attorney in fact," is an authorized signer under this Agreement. All owners of a jointly held account must act together when you wish to authorize a person to act for you under a power of attorney.

We may act on the instructions of an attorney in fact whether or not the attorney in fact relationship is noted in the instruction (e.g., on any check signed by the attorney in fact). You can revoke your power of attorney by sending a written notice to us. We assume no duty to monitor the actions of your attorney in fact to ensure that he or she acts for your benefit.

Section 12.39 Presentation of Certificate

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

Section 12.40 Privacy

The terms of our Privacy Notice are incorporated herein by reference, as that Privacy Notice and may be amended or renamed from time to time. Your maintenance and use of your account(s) will evidence your agreement to the terms and conditions of our Privacy Notice in effect at the time. You may also view a copy of our Privacy Notice on our website (www.cbbank.com) or ask us for a copy by calling us at 888.228.2265 (toll-free) or by writing to us at Citizens Business Bank, P.O. Box 51-400, Ontario, CA 91761.

Any phone number you provide us is considered to be your private number. We may call this/these number(s) and leave voicemail messages, which may include information about your account. Regardless of who receives these voicemail messages they are considered received by you. Accordingly, you should maintain very close control over your voicemail system and the related security codes, and you hereby waive any privacy or security claims related to our use of your personal voicemail for message purposes.

Section 12.41 Relationship

Unless otherwise expressly agreed in writing, our relationship with you is that of debtor and creditor. No advisory, fiduciary, quasi-fiduciary, or other special relationship exists between you and us. We owe you a duty of ordinary care. Any internal policies we maintain are solely for our own purposes and do not impose a higher standard of care than otherwise would apply by law without such policies or procedures.

Section 12.42 Returned Checks/Transactions

If we are notified that a check you cashed or deposited is being returned unpaid, we may:

- attempt to reclear the check
- place a hold on the funds in question (see "Funds Availability") or
- charge your account for the amount (and any interest earned on it), whether or not the return is proper or timely. This also applies to checks drawn on us which are not paid for any reason, and to checks that are returned to us in accordance with any law, regulation or rule (including a clearinghouse rule). We may assess a fee for each returned check and notify you of the return orally, electronically, or in writing. If you do not have sufficient funds to cover a returned check, we may overdraw your account and assess an overdraft fee. See separate disclosures, titled Business Banking Products, Services, and Fees, or Personal Banking Products, Services, and Fees, as applicable, for more information.

If we receive an affidavit or a declaration under penalty of perjury stating that an endorsement on a check deposited to your account is forged (or that the check contains an alteration), we may charge the check back against your account or place a hold on the funds pending an investigation, without prior notice to you. We are under no duty to assess the timeliness of such a claim, to question the truth of the claim, to assert any other defense, or to notify you of our actions ahead of time. We will have no liability for wrongful dishonor if the debit to your accounts results in insufficient funds to pay other checks or transactions.

Section 12.43 Right of Set-Off; Security Interest

We may set-off funds in your account for any direct, indirect and/or acquired obligations that any owner (including each partner in a partnership account) owes us, to the fullest extent permitted by law and regardless of the source of the funds in the account. You grant us a first priority security interest in your account for amounts owing to us by any owner. We may do this even if the withdrawal results in an interest penalty, overdraft fee or other fee or the dishonor of checks. This provision does not apply to IRA or tax-qualified retirement accounts, to certain consumer credit card obligations or to certain cases where the debtor's right of withdrawal arises only in a representative capacity; to the extent the law restricts such applicability.

Any legal process is subject to our prior security interest and right of set-off.

Section 12.44 Severability

The relationship between you and Citizens Business Bank is governed primarily by this Agreement, but it is also governed by the laws of the State of California and by Federal law. If any part of this Agreement is in conflict with such laws or is otherwise declared to be invalid or unenforceable, that part will not affect the validity of any other provisions.

Section 12.45 Stale-Dated Checks

You agree that we may at our discretion either pay or reject a check which is presented to us for payment more than six (6) months after its date (a "stale-dated" check), even if the presentation occurs after the expiration of a stop payment order. We normally do not examine the date on checks presented for payment. You agree that we are not required to identify stale-dated checks or to seek your permission to pay them.

Section 12.46 Statements, Notices and Checks

If we send you periodic statements showing account activity, balances, and charges assessed, you must promptly and carefully review them to determine if any errors exist. You agree to notify us immediately of any error, discrepancy, or unauthorized transaction you discover on any statement, notice or check. You agree that you are in the best position to discover an unauthorized signature or endorsement or alteration. If you are a business, you agree to have at least **two (2)** persons review your statements and returned checks. We may deny a claim for monetary loss due to forged, altered or unauthorized checks if you fail to follow these procedures.

We normally mail your statements to the last address listed with us for your account. You may change the address for Bank statements at any time and we may act on any such instruction that is sent in your name or that purports to be sent by you or on your behalf. Statements sent to any of you are deemed to

be received by all of you. If you do not receive your statement by the date you usually receive them, notify us immediately.

If you believe at any time that you have not received any monthly or transaction-specific account statement from the Bank, you agree that it is your sole obligation to so notify the Bank, and you further agree that it shall otherwise be properly assumed and deemed that you did receive the monthly or transaction-specific account statement in question, and that you shall be bound by the terms and disclosures therein.

If you ask us to hold your statements or notices for you, we may mail them to you or destroy them if you do not pick them up within thirty (30) days. If we hold your statements at your request or because you have failed to provide us with a current address, the statements are deemed delivered to you when they are prepared (for held statements), when mailed (for returned mail), or when otherwise made available to you. We may hold statements if the Post Office tells us that your mail is undeliverable. At our discretion, we may destroy mail which is returned to us or which we determine to be undeliverable.

As used in this section, "statements" includes notices and other disclosures, whether sent by mail, electronically or otherwise.

If you have elected not to receive copies of cancelled checks with your statements, you are nonetheless required to look over your statements carefully for any forged signatures or alterations or other problems. If you have any questions about a particular check, you can ask for the cancelled check, and we will mail it (or a legible copy) to you. Upon request, we will provide three (3) cancelled checks or copies from each statement without charge.

You must mail or deliver all notices to us in writing at the Center(s) where you maintain your account(s) or at such other address(es) as we designate (e.g., in connection with cash management services). Notices sent elsewhere may be delayed or may not reach the correct office.

Section 12.47 Stop Payment Orders

Any owner or authorized signer on your account may request us to stop payment on a check or transaction. Your stop payment order must include the account number against which the item is drawn, the exact check number, the EXACT AMOUNT (dollars and cents), check date, and payee name. We are not liable for paying a check over a stop payment order if the order is incomplete or incorrect or if we do not receive it at a time and in a manner which affords us a reasonable opportunity to act on it.

There is a per-item charge for each stop payment order. Stop payment orders are valid for twelve (12) months. After that time, we may pay the check and charge it to your account unless you renew the stop payment order in writing for an additional fee.

Stop payment orders should be in writing. We are not required to accept oral stop payment orders. Any oral stop payment order must be confirmed in writing. If we do not receive written confirmation of an oral stop payment order within fourteen (14) days, we may release the stop payment. You agree that our records are conclusive evidence of the existence, details of, and our decision regarding any oral stop payment order or its revocation.

You may not stop payment on electronic point-of-sale debit card transactions, official checks, or checks or payments we have guaranteed. Under certain circumstances, however, you may be able to claim a refund on a lost, stolen, or destroyed official check ninety (90) days following the date of its issuance.

Please note that electronic stop payment requests (through our automated telephone or electronic banking system) may not be effective in stopping the payment of checks that have been posted to, but not finally paid from, your account on the preceding day. In order to ensure that those checks are not paid, you must contact one of our customer representatives in person, by telephone or in writing within one hour after we open on the day following the day we post the items to your account. Online stop payments requests made through one of our electronic access services must follow the procedures we establish for those services. You are responsible for performing a search to determine that a check has not yet been paid prior to placing a stop payment request on that item. From time to time, the online system may be inoperable.

If that occurs, you may transmit stop payment orders by phone or in person. You also should contact a representative if you wish to stop the payment of a check that has been converted to an electronic transaction by a merchant.

You agree to defend and hold us harmless from all actions, claims, and

damages related to or arising from our action in stopping payment on any check pursuant to your stop payment order. If we wrongfully pay a check over a valid and timely stop payment order, we will be liable for your damages. However, the burden of showing the fact and amount of loss would be on you. If you ask us to recredit your account for the amount of the check, we may require you to sign over to us all of your rights against the payee or other holder of the check and to assist us in any action against any person who has liability on the check or the underlying transaction.

Section 12.48 Subaccounts

For accounting and reserve purposes, we divide checking accounts into two subaccounts: a checking subaccount and a savings subaccount. If your checking account earns interest, we pay the same interest rate on both subaccounts. If your checking account does not earn interest, no interest is paid on either subaccount. In either case, your account will continue to operate, from your perspective, as one account. We may establish a threshold for the balance maintained in the checking subaccount and may transfer funds periodically from one subaccount to the other to meet that threshold and cover transactions against your account. Your account statements will not reflect the existence of the subaccounts, and our periodic reallocation of funds between subaccounts will not affect your ability to withdraw funds, the interest rate (if any), fees, FDIC insurance coverage, or other features of your checking account.

Section 12.49 Subpoenas and Other Record Requests

You agree that if any private party or governmental authority requests information about you or your account pursuant to a valid court order, discovery request, subpoena or similar demand that appears enforceable on its face, we may comply with such request and you agree to reimburse us for the costs of such document or information retrieval and delivery at our then-current rates. See the Banking Product and Services Information documents.

Section 12.50 Telephone Instructions

We reserve the right to accept or reject telephonic instructions from you in connection with your account. You agree that our understanding of instructions and our records shall be conclusive evidence of the actual instructions given. We are not required to accept instructions or permit withdrawals by telephone, and this does not constitute an agreement by us to do so. Telephone transactions involving certain accounts are also subject to transaction limits. See Section 3.1 and the Banking Product and Services Information documents.

Section 12.51 Telephone and Electronic Communication Monitoring/Recording

We sometimes monitor telephone conversations and electronic communications for quality and control purposes. We usually do not record conversations without notice to you. You acknowledge and agree on behalf of yourself, your employees, and your agents that we may monitor and record telephone conversations at any time without further notice to the parties to such conversations.

We may contact you by telephone, text messaging, or email in order to service your account or collect amounts you owe. When you provide us a telephone or cell phone number, you authorize us to place calls or text messages to you at that number.

Section 12.52 Termination/Closing Your Account

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

We may terminate your account relationship with us at any time, with or without cause, by giving oral or written notice to any of you. You agree that any notice of termination by us is reasonable if it is mailed to your statement mailing address at least ten (10) calendar days prior to the date of termination.

If the funds are not withdrawn, we may send a check for the net collected account balance, payable to any of you, at our discretion, at the last address we have on file for the account. Thereafter, the funds will stop earning interest, even if the check is returned or remains uncashed for any reason.

We may impose a charge on certain accounts if they are closed within the first three months. See the Banking Product and Services Information documents.

Any termination (by you or by us) will not release you from any fees or other obligations incurred before the termination, those incurred in the process of closing your account or your liability for outstanding checks.

We may dishonor any check or transaction presented for payment after an account is closed by you or by us, without liability for wrongful dishonor. At our sole discretion, we may honor checks and orders presented or occurring after an account is closed if we have guaranteed the transaction to third parties (e.g., under a check guarantee or as part of an electronic fund transfer arrangement) or if you fail to give us a timely stop payment order for any outstanding checks. You remain responsible for such checks and transactions, which we may at our discretion, treat as overdrafts.

Section 12.53 Transfers/Assignments

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

Section 12.54 USA Patriot Act

IMPORTANT INFORMATION ABOUT OUR PROCEDURES FOR OPENING AN ACCOUNT. To help 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 allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Section 12.55 Waiver

We reserve the right to waive the enforcement of any term of this Agreement with you with respect to any transaction(s). Any such waiver would not affect our right to enforce any of our rights with respect to any later transaction(s) and would not modify the terms of this Agreement.

Section 12.56 Unlawful Internet Gambling

UNLAWFUL INTERNET GAMBLING TRANSACTION PROHIBITED. If you are a commercial customer you certify that you are not now engaged in, and during the life of this Agreement will not engage in, any activity or business that is unlawful under the Unlawful Internet Gambling Enforcement Act of 2006, 31 USC 5361, et seq., (UIGEA). You may not use your account or any other service we offer to receive any funds, transfer, credit, instrument or proceeds that arise out of a business that is unlawful under the UIGEA. You agree that if anyone asks us to process a transaction that we believe is restricted under the UIGEA, we may block the transaction and take any other action we deem reasonable under the UIGEA and this Agreement.

Section 12.57 Compromised Accounts

We reserve the right to require you to close your account if any fraudulent activity is detected or your account number is otherwise compromised.

Section 12.58 Remotely Created Checks (RCC)

You may not deposit Remotely Created Checks (items not bearing the maker's signature, but purporting to be authorized by the maker) to an account with us without our prior, express written consent. If you do so, you agree that we may withhold a portion of the proceeds of such drafts in a non-interest bearing reserve account, in an amount that we believe may be needed to cover future charge-backs, returns, and/or claims that such drafts were unauthorized. You grant us a security interest in the reserve account. Our right to charge your account for returned demand drafts is not limited by the balance or existence of any reserve. Our rights with respect to the reserve, as well as the security interest granted to us, shall survive the termination of this agreement. We may at our discretion discontinue accepting RCCs at any time without prior notice. We may charge a fee for depositing RCCs.

You affirm and agree to the following for every RCC you deposit or send on collection:

- You have received express and verifiable authorization to create the

RCC in the amount and to the payee that appears on the item;

- You will maintain proof of the authorization for at least two (2) years from the date of the authorization, and supply us the proof if we ask, no later than ten (10) days after our request;
- You will place value "6" in the EPC field (position 44) of the MICR line, indicating this is an RCC; and
- All RCCs conform to American National Standards Institute (ANSI) specifications.

If you willingly provide your account information to someone and authorize them to withdraw money from your account, we may, but are not required to, charge your account and pay such item. You are responsible for any RCCs paid against your account, even if the items are in excess of the amount you authorized. We may refuse to honor these RCCs without cause or prior notice, even if we have honored similar items previously. You agree that we are under no obligation to verify whether the name and account number shown on the RCCs are consistent with our records. You further agree that we may either pay the RCC or refuse to honor it. You agree to provide us on request with a copy of any written agreement you may have with the third party initiating the RCC and you agree to hold us harmless from any liability that may exist as a result of your use of an RCC.

Section 12.59 Money Services Business (MSB)

Money Services Businesses (MSBs) are entities that issue, sell or redeem Money Orders, Travelers Checks, or pre-paid cards, transmit money, offer check cashing services, or deal or exchange currency and require additional account oversight. You agree to establish a reserve account, in an amount that we believe may be needed to cover future charge-backs, returns, and/or claims that such checks/drafts, cashed or deposited by you, were unauthorized. You grant us a security interest in the reserve account. Our right to charge your account for returned checks cashed or deposited by you is not limited by the balance or existence of any reserve. Our rights with respect to the reserve, as well as the security interest granted to us, shall survive the termination of this agreement.

Section 12.60 Fraudulent Requests for Information

Keep in mind that OUR BANK WILL NEVER ASK YOU FOR YOUR CONFIDENTIAL CREDENTIALS, ACCESS CODES OR OTHER SECURITY PROCEDURES. The Bank will also never request that any type of payment be remitted through Zelle®, Venmo®, PayPal®, or any other consumer-based payment system. If you receive an email that looks like it came from our Bank, but asks you for this type of information or requests a payment, you should not respond to the email and instead, immediately report the incident to the Bank's Customer Support Line at 888.228.2265. The sender is not our Bank, and is likely a fraudster.

ARTICLE 13. WIRE AND OTHER FUND TRANSFERS

Section 13.1 Payment Orders

The following provisions apply to payment orders governed by Division 11 of the California Commercial Code (e.g., wire transfers, telephone transfers, and ACH transactions involving business accounts). They do not apply to the transactions described in the "Electronic Fund Transfers" section of this Agreement or to payments by check, draft or similar instrument. If you have a separate agreement with us with respect to payment orders, the terms of that agreement will supersede any conflicting terms in this Agreement.

Section 13.2 Processing Orders

At our discretion, we may process your payment order to transfer funds to another account with us or to an account maintained with another financial institution. We reserve the right to reject any payment order without cause or prior notice, and may notify you of the rejection orally, electronically or in writing. You agree not to violate the laws of the United States, including without limitation, the economic sanctions administered by the U.S. Treasury's Office of Foreign Assets Control.

Available Funds. We may refuse an Order if there are not sufficient collected and available funds in your account on the date we initiate the transaction or on the payment date. ACH credit transactions must be submitted two (2) business days prior to the settlement date. We may require you to maintain sufficient available funds in your account prior to our processing your Order. We may also place a hold on funds pending our processing of your Order.

If we have reason to believe that you do not have adequate funds to cover an ACH Credit Order, we may delay execution of the Order until we receive adequate assurance from you that funds will be available. Nothing in this Agreement, the Order, the Wire Transfer Agreement appended to the Order, or any course of dealing between us, shall be construed as our commitment or contractual obligation to process your Order, make any wire transfer, or lend money to you.

Section 13.3 Cut-Off Hours

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

Section 13.4 Payment Order Accuracy

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

Foreign transfers may be subject to delays, changes in foreign currency exchange rates, and charges imposed by other financial institutions. A portion of those charges may be shared with us. You represent that you are authorized to make this request and understand that the Bank cannot guarantee timely delivery or application of the funds.

For all foreign transfers, you acknowledge that we have the right to execute any foreign transfers in the most efficient manner as possible on your behalf, which may include, but is not limited to, the conversion of such transfers to any local foreign currencies for the recipient of the foreign transfers.

Section 13.5 Cancellation and Amendment of Payment Orders

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

Section 13.6 Unauthorized Payment Orders

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

Section 13.7 Notice of Errors

You agree to review all statements and notices promptly to confirm the accuracy and authorization of each payment order. You will notify us immediately if there is any discrepancy between your payment order and any confirmation or statement of account, or if you discover any other problem with respect to a transfer. You must send a written notice to us of the discrepancy or other problem, including a statement of the relevant facts, within a reasonable time (not to exceed fourteen (14) days from the date you first discover the problem or receive a statement or notice reflecting the problem, whichever occurs first) and you agree that you will be barred from bringing a claim against us if you fail to do so.

Section 13.8 Limitation of Liability

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 consequential, indirect or special damages that you incur in connection with payment orders, even if we are aware of the possibility for such damages.

Section 13.9 Validating Payment Order Instructions

You should NEVER rely solely on an email when receiving payment instructions. Cybercriminals are compromising email accounts to send wire instructions that appear to come from company executives, vendors or customers. Failure to employ strong internal security controls and callback procedures when initiating payments can significantly impact your business, your customers, and your reputation. Make it a point to confirm payment instructions directly with the sender.

Section 13.10 Receiving Instant Payments

We authorize you to receive payments through the Real-Time Payments® and FedNow® networks, which are electronic payment systems that allow funds sent to you to be received instantly ("Instant Payments"). Instant Payments may be initiated, cleared, and settled within seconds, at any time of the day or week, including holidays and weekends. Currently, you may only receive Instant Payments. Our Instant Payments system does not allow you to send Instant Payments or request an Instant Payment from another account. For those Instant Payments sent to you, please note the following important points:

- a. You are not obligated to accept any Instant Payment sent to you.
- b. If you wish to reject an Instant Payment sent to your account, please contact your Business Financial Center immediately or call our Customer Service Line at 888.228.2265 for assistance.
- c. If a sender requests the return of an Instant Payment sent to you, we will contact you before taking action.
- d. Instant Payments will be credited to your account and immediately available for withdrawal 24 hours per day, 7 days per week, including holidays and weekends.
- e. If an Instant Payment sent to you fails, we will not notify you. It is your sole responsibility to contact the sender to follow up on the failed transfer.
- f. You acknowledge that you shall not receive any of the following types of Instant Payments:
 - i. Payments that violate or appear to violate any local, state, or federal law or regulation, including all regulations of the Office of Foreign Assets Control; and,
 - ii. Payments that violate any law, including, but not limited to (a) any "racketeering activity" as defined in 18 U.S.C. § 1961, or (b) any gambling, gaming, betting, or similar activity or transaction.
- g. We reserve the right to freeze, reject, or return any Instant Payment that we, in our sole discretion, suspect to be fraudulent, unauthorized, or in violation of applicable law or regulation.

You agree to indemnify, defend, and hold us and our officers, directors, employees, consultants, agents, service providers and licensors harmless from and against any and all third-party claims, actions, proceedings, liabilities, damages, losses, expenses, and costs (including but not limited to reasonable attorneys' fees and costs) arising from or related to: (a) your receipt of any Instant Payment; (b) any negligent or willful act or omission of any third party, including, but not limited to, other financial institutions or other account signers, owners, or users, in regard to any Instant Payment; or (c) any breach of your obligations under this Addendum, the Disclosure Information and Agreement, or applicable law in connection with any Instant Payment.

ARTICLE 14. WITHHOLDING OF INCOME TAX

Unless you are exempt under Federal law, we are required by law to report to the Internal Revenue Service (IRS) all dividends, interest, and certain other payments to you, along with your Taxpayer Identification Number (TIN). The IRS uses the TIN for identification purposes.

If you fail to supply us, under penalty of perjury, with your correct TIN,

we are required by law to withhold a specified percentage of your taxable interest, dividends, and certain other payments (this is referred to as “backup withholding”). For most individual taxpayers, the TIN is the person’s Social Security Number. We must receive your TIN even if you do not have to file a tax return. You must also certify that you are not subject to backup withholding. We may withhold the applicable amount from each reportable payment made to you on any account if:

- you fail to supply us, under penalties of perjury, with your correct TIN
- you fail to provide us with the required certified information
- the IRS instruct us to withhold, or
- the IRS notifies you that you are subject to backup withholding

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

A nonresident alien or foreign entity not subject to information reporting must certify its exempt status on the signature card and complete the appropriate Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding, IRS Form (W-8BEN), or Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities), IRS Form (W-8BEN-E). Nonresident alien individuals and entities must certify their exempt status every three (3) years (or earlier upon request) to avoid backup withholding. You agree to notify us immediately, in writing, if your foreign status changes.

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

ARTICLE 15. TIPS FOR GOOD BANKING

Section 15.1 Automated Teller Machine (ATM) and Night Depository Safety

You agree to exercise discretion when using an ATM and night depository. If there are any suspicious circumstances, do not use the ATM or night depository. Refer to Section 9.10.

Section 15.2 Avoiding Fees and Charges

You may avoid fees and charges to your account by keeping an accurate record of your account balance. Your statement provides space for you to balance your statement periodically. If you need help balancing your account we will be pleased to assist you, but we may charge a fee for the service. Please remember to record any transaction you made at any ATM or any “point-of-sale” (debit card) transaction and any automatic payment from your account. Date each check you write with the date you write it rather than writing a later date (“postdating”). When you write a check make sure that you have sufficient collected funds on deposit in your account or credit available to pay the check when it is presented. Do not rely on “float” before you make a covering deposit because checks are often collected very quickly.

If you want to avoid non-sufficient fund (NSF) charges and the possibility of returned items, you should ensure that your account contains sufficient collected funds for each of your transactions.

Section 15.3 Safeguard Your Checks

Remember that your checks provide access to your account. Even blank checks have information on them which can be used to obtain funds from your account. **Please keep your check supply in a safe place and let us know immediately if any check is lost or stolen.** We may not be liable to you if you negligently fail to protect your checks and as a result funds are paid from your account improperly. Destroy any checks which you are not going to use.

Section 15.4 Write Checks Carefully

Make sure your numbers are readable and that they begin as far to the left side of the line as possible so that additional numbers cannot be easily inserted. Sign your checks clearly, as illegible signatures are more easily forged. We may not be liable to you if you negligently write your checks, and, as a result, funds are paid from your account improperly.

Section 15.5 Review Your Statement Properly and Timely

Always review your statements promptly, including any debits and credits posted to your account, which can include paid checks, deposits, and electronic transactions (ACH, wire transfers, ATM, etc.). Report irregularities to us **at once**. Failure to review your statement and report errors or unauthorized activity within the time established by law or your agreement with us could relieve us from responsibility for any losses you may incur.

If someone other than you reviews your statements, you must still review the statement yourself to look for improper or unauthorized signatures on checks, missing signatures, alterations, forged endorsements, overpayments, checks out of sequence, or other irregularities, because **you are responsible for the wrongful acts of your employees and agents**. If you are conducting business, it is even more important to review each statement yourself or have more than one employee review each statement to avoid fraud.

ARTICLE 16. QUESTIONS OR COMMENTS

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

Citizens Business Bank

P.O. Box 51-400

Ontario, CA 91761

Customer Service Line: 888.228.2265

Note: The fees, rates and benefits described in the Citizens Business Bank Disclosure Information and Agreement and in any accompanying document, including but not limited to Personal Banking Products, Services, and Fees; Business Banking Products, Services, and Fees; Treasury Management Schedule of Standard Fees; and International Service Fees were current as of the stated effective date, but are subject to change. You can obtain current information by calling any of our Centers. Prices listed are subject to sales tax wherever applicable.

AMENDMENT TO CITIZENS BUSINESS BANK ACCOUNT AGREEMENTS

PANDEMIC DISEASE BANK PROPERTY ENTRY ADVISORY AND DECLARATION - VISITOR

1. **RISKS OF EXPOSURE:** You acknowledge and agree that the current Coronavirus (COVID-19) pandemic is a worldwide risk to human health. COVID-19 is highly contagious. While people of all ages are at risk of catching COVID-19, persons with compromised immune systems and older persons may be at particular risk. While COVID-19 is the well-known and recognized pandemic of the day, you acknowledge that pandemics may not be limited at this time or in the future to just COVID-19, but could expand to include other infectious epidemic or pandemic diseases, which may not be known at this time, and shall be hereinafter referred to as “Pandemic Diseases”.
2. **GOVERNMENT ORDERS:** You acknowledge that, in order to reduce the spread of any Pandemic Diseases, elected representatives and health officials from the State of California, as well as many California cities and counties may issue various orders and other mandates and recommendations (collectively, “Pandemic Directives”), limiting activities that can be engaged in by businesses and members of the public. Some city and county orders are more restrictive than, and may take precedence over, Federal and State guidelines.
3. **VISITOR ADVISORY:** Visitors to any Citizens Business Bank location are advised that, if you engage in any activities in violation of any Pandemic Directives, you are acting against applicable laws and regulations. The Bank intends to comply with Pandemic Directives. Nothing contained herein shall be construed to allow any activity that is otherwise prohibited by any law. You are required to take all reasonable steps necessary to protect yourself and others.
4. **PURPOSE OF ENTRY:** You acknowledge that the purpose of your entry on to any Bank premises is solely in furtherance of or to facilitate your business or personal banking activities with the Bank.
5. **PROPERTY ENTRANT RULES:** By entering the Bank’s premises, you hereby agree to take all reasonable and necessary precautions to protect yourself and others (including the Bank’s employees and other Bank customers and/

or on-site vendors) from the spread of any Pandemic Diseases, including, but not limited to, the following ("Posted Rules of Entry"):

- a. Following all Pandemic Directives, even though they may be changing rapidly;
- b. Exercising care to protect yourself, and assessing your own risks, by considering your age, underlying health conditions, recent travel, possible exposure to Pandemic Disease, doctor's recommendations, and local, State and Federal recommendations. You agree and understand that it is your responsibility to evaluate the risks and to protect yourself;
- c. Washing your hands with soap and water or using hand sanitizer regularly, including immediately upon entry if hand sanitizer is available on the premises you are visiting;
- d. Remembering to not touch your eyes, nose or mouth;
- e. Wearing a protective face covering;
- f. Practicing social distancing by keeping at least six (6) feet between yourself and others, and not gathering in groups; and
- g. Avoiding touching any surfaces and, if you believe it necessary to touch surfaces or items on the premises, considering the risks of doing so.

6. CUSTOMER ACKNOWLEDGMENTS AND CERTIFICATIONS:

- a. You understand that (i) accessing the Bank's premises for any purpose may be dangerous or unsafe and (ii) could expose you or others to Pandemic Disease, and you are voluntarily accessing such premises;
- b. To the best of your knowledge, you are not currently afflicted with any Pandemic Disease;
- c. To the best of your knowledge, you have not knowingly, within the last fourteen (14) days, been in contact with someone afflicted with, any Pandemic Disease;
- d. You are not experiencing a fever, or signs of respiratory illness such as cough, shortness of breath or difficulty breathing, or other symptoms of any Pandemic Disease;
- e. You understand that other persons on the Bank's premises may be afflicted with a Pandemic Disease and (i) not exhibit symptoms, (ii) not be aware that they are afflicted or (iii) may not voluntarily agree to disclose their condition;
- f. You will inform a representative of the Bank on the premises if, after you enter the premises, you believe there is a change in your health condition or knowledge that potentially puts others at risk or invalidates the representations made in this document; and
- g. You understand and will comply with all the Posted Rules of Entry.



**CITIZENS
BUSINESS BANK**

A Financial Services Company



Locations

Alameda County

Fremont
Livermore
Oakland
Pleasanton

Contra Costa County

Danville
Walnut Creek

Fresno County

Fresno
Kingsburg

Kern County

Bakersfield (Downtown)
Bakersfield (Rosedale)
Bakersfield (Stockdale)
Delano

Los Angeles County

Arcadia
Beach Cities (El Segundo)
Burbank Airport
Burbank (Toluca Lake)
Century City
Commerce
Covina
El Segundo
Glendale
La Cañada Flintridge
Lancaster
Monrovia
Pasadena
Pomona
San Fernando Valley (Encino)
San Gabriel
Santa Clarita
Santa Fe Springs
South Bay (Torrance)
South El Monte
South Pasadena

Madera County

Madera

Marin County

San Rafael

Orange County

Brea
Fullerton
Huntington Beach
Laguna Beach
Laguna Hills (Spectrum)
Laguna Niguel
Newport Beach
Orange (Katella)
Orange (Plaza)
Santa Ana

Riverside County

Corona
Riverside

San Bernardino County

Apple Valley
Chino
Fontana
Ontario Airport
Redlands
San Bernardino (Tri City)
Upland

San Benito County

Hollister

San Diego County

San Diego (Carmel Valley)
San Diego (Downtown)

San Francisco County

San Francisco

San Joaquin County

Lodi
Stockton

San Mateo County

Redwood City
San Mateo

Santa Barbara County

Santa Barbara

Santa Clara County

Los Altos
Los Gatos
Morgan Hill
Palo Alto
San Jose

Stanislaus County

Modesto

Sutter County

Yuba City

Tulare County

Porterville
Tulare
Visalia

Ventura County

Camarillo
Oxnard
Ventura
Westlake Village

Yolo County

West Sacramento

Loan Production Office

Temecula

CITIZENSTRUST™

Newport Beach
Ontario Airport
Pasadena

