Personal 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.

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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 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 in Online Banking.

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 Capture, and Bill Pay services be affected?

Your Online Banking services will be changing. These changes will be outlined in a separate communication for Personal Online Banking 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 Personal Online Banking products.

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.*

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.

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.

PERSONAL BANKING PRODUCTS AND SERVICES COMPARISON CHARTS

Citizens Business Bank offers a wide array of financial products and services to meet your personal banking needs. The following Personal Banking Products and Services Comparison Charts identify your current Heritage Bank of Commerce 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 Personal Banking Products and Services, Personal General Fees, Disclosure Information and Agreement, International Services Agreement, Privacy Notice and additional important information. Contact your Business Financial Center or call 888.228.2265 for current interest rates and annual percentage yields.

HERITAGE BANK OF COMMERCE	CITIZENS BUSINESS BANK
FORMER Account Name	**NEW Account Name**
Personal Checking	Personal Checking
Limited Checking	Personal Checking
Senior Premium Checking	55 Checking
Heritage Direct HSA	Health Savings Account (HSA)
Premium Checking	Investment Checking
Premium Plus Checking	Investment Checking
Personal Money Market	Premium Money Market
Personal Venture Money Market	Premium Money Market
Personal Savings	Personal Savings
Certificate of Deposit*	Certificate of Deposit
Individual Retirement Accounts (IRAs) *	Individual Retirement Account (IRA)
Personal ATM/Debit Card	Personal Debit Card
Safe Deposit Box	Safe Deposit Box

**Citizens Business Bank will honor existing Heritage Bank of Commerce Certificate of Deposit (COD) and Individual Retirement Account (IRA) 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 and IRA accounts after account conversion.*

PERSONAL CHECKING

	HERITAGE BANK OF COMMERCE	CITIZENS BUSINESS BANK
Account Name	**Personal Checking**	**Personal Checking**
Monthly Service Charge	$12.00	$12.00
Balance Requirement to Avoid Monthly Service Charge	$1,500.00 minimum daily balance or $2,500.00 or more average daily balance or $3,000.00 combined average daily balance	$2,500.00 minimum daily balance or $5,000.00 or more average daily balance
Debit Fee (Includes checks and other debits)	No per item debit fee	$0.50 per debit paid. To avoid this fee, maintain a $2,500.00 minimum daily balance, or $5,000.00 or more average daily balance
Account Features	Reverse up to 10 ATM usage fees assessed by another bank per statement cycle	ATM surcharge fees waived when using ATMs on Moneypass® network
Account Name	**Limited Checking**	**Personal Checking**
Monthly Service Charge	$8.00	$12.00
Balance Requirement to Avoid Monthly Service Charge	No minimum balance required	$2,500.00 minimum daily balance or $5,000.00 or more average daily balance
Transaction Limitation	Limited to 10 checks per statement cycle	N/A
Debit Fee (Includes checks and other debits)	$10.00 charge for each check exceeding the 10 check per statement cycle limitation	$0.50 per debit paid. To avoid this fee, maintain a $2,500.00 minimum daily balance, or $5,000.00 or more average daily balance
Account Features	Reverse up to 10 ATM usage fees assessed by another bank per statement cycle	ATM surcharge fees waived when using ATMs on MoneyPass® network.
Account Name	**Senior Premium Checking**	**55 Checking**
Monthly Service Charge	$0.00	$10.00
Balance Requirement to Avoid Monthly Service Charge	No minimum balance required	$1,500.00 average daily balance
Minimum Balance to Earn Interest	$500.00	Not an interest-bearing account
Interest Rate Tiers	Less than $500.00 $500.00 and over	Not an interest-bearing account
Interest Method	Compounded daily	Not an interest-bearing account
Interest Paid	Monthly	Not an interest-bearing account
Account Features	Two free standard check orders per year. Two official checks per month. 50% discount on a Safe Deposit Box. Reverse up to 10 ATM usage fees assessed by another bank per statement cycle.	ATM surcharge fees waived when using ATMs on MoneyPass® network.

PERSONAL CHECKING (continued)

	HERITAGE BANK OF COMMERCE	CITIZENS BUSINESS BANK
Account Name	**Heritage Direct HSA**	**Health Savings Account (HSA)**
Monthly Service Charge	$2.00 per account	$5.00 per account/month
Balance Requirement to Avoid Monthly Service Charge	$2,000.00 minimum daily balance or $5,000.00 or more average daily balance or $10,000.00 combined average daily balance	N/A
Minimum Balance to Earn Interest	$500.00	$2,500.00 minimum daily collected balance
Interest Rate Tiers	Less than $500.00 $500.00 - $4,999.99 $5,000.00 and over	Less than $2,500.00 $2,500.00 and over
Interest Method	Compounded Daily	Simple, on daily collected balance, Compounded monthly
Interest Paid	Monthly	Monthly
Additional/Replacement Debit Card	$5.00 per card	$5.00 per card
HSA Termination Fee	$20.00 per account	$25.00 per account
Account Features	Reverse up to 10 ATM usage fees assessed by another bank per statement cycle	ATM access is not allowed. Point-of-Sale (debit card) access is allowed with qualifying merchant
Account Name	**Premium Checking**	**Investment Checking**
Monthly Service Charge	$20.00	$18.00
Balance Requirement to Avoid Monthly Service Charge	$5,000.00 minimum daily balance or $10,000.00 or more average daily balance or $15,000.00 combined average daily balance	$5,000.00 minimum daily balance or $7,500.00 or more average daily balance
Minimum Balance to Earn Interest	$500.00	$2,500.00 minimum daily collected balance
Debit Fee (Includes checks and other debits)	No per item debit fee	$0.50 per paid debit. To avoid this fee, maintain a $5,000.00 minimum daily balance, or $7,500.00 or more average daily balance.
Interest Rate Tiers	Less than $500.00 $500.00 and over	Less than $2,500.00 $2,500.00 and over
Interest Method	Compounded daily	Simple on daily collected balance, compounded monthly
Interest Paid	Monthly	Monthly
Account Features	Two free standard check orders per year. Two free official checks per month. 50% discount on a Safe Deposit Box. Reverse up to 10 ATM usage fees assessed by another bank per statement cycle	ATM surcharge fees waived when using ATMs on MoneyPass® network

PERSONAL CHECKING (continued)

	HERITAGE BANK OF COMMERCE	CITIZENS BUSINESS BANK
Account Name	**Premium Plus Checking**	**Investment Checking**
Monthly Service Charge	N/A	$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
Minimum Balance to Earn Interest	Interest is paid only on portion of balance above $25,000.00	$2,500.00 minimum daily collected balance
Debit Fee (Includes checks and other debits)	No per item debit fee	$0.50 per paid debit. To avoid this fee, maintain a $5,000.00 minimum daily balance, or $7,500.00 or more average daily balance.
Interest Rate Tiers	$25,000 and over	Less than $2,500.00 $2,500.00 and over
Interest Method	Compounded daily	Simple on daily collected balance, compounded monthly
Interest Paid	Monthly	Monthly
Account Features	Fees are waived for Official Checks, Returned Deposited Items, Incoming Wires, Outgoing Wires, and Stop Payments. Reverse up to 10 ATM usage fees assessed by another bank per statement cycle	ATM surcharge fees waived when using ATMs on MoneyPass® network

PERSONAL MONEY MARKET

	HERITAGE BANK OF COMMERCE	CITIZENS BUSINESS BANK
Account Name	**Personal 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 or more average daily balance	$5,000.00 minimum average daily balance
Minimum Balance to Earn Interest	$0.01	$0.01
Excess Debit Fee (per debit over 6 preauthorized, automatic or telephone transfers, checks, drafts, and debit card or similar transactions)	N/A	$15.00
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 $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
Account Features	Reverse up to 10 ATM usage fees assessed by another bank per statement cycle	ATM surcharge fees waived when using ATMs on MoneyPass® network

PERSONAL MONEY MARKET (continued)

	HERITAGE BANK OF COMMERCE	CITIZENS BUSINESS BANK
Account Name	**Personal 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 or more average daily balance	$5,000.00 minimum average daily balance
Minimum Balance to Earn Interest	$0.01	$0.01
Excess Debit Fee (per debit over 6 preauthorized, automatic or telephone transfers, checks, drafts, and debit card or similar transactions)	N/A	$15.00
Interest Rate Tiers	Less than $500,000.00 $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
Account Features	Reverse up to 10 ATM usage fees assessed by another bank per statement cycle	ATM surcharge fees waived when using ATMs on MoneyPass® network

PERSONAL SAVINGS

	HERITAGE BANK OF COMMERCE	CITIZENS BUSINESS BANK
Account Name	**Personal Savings**	**Personal Savings**
Monthly Service Charge	$5.00 (quarterly)	$3.00
Balance Requirement to Avoid Monthly Service Charge	$1,000.00 minimum daily balance	$500.00 minimum average monthly balance
Minimum Balance to Earn Interest	$100.00	$500.00 collected balance
Excess Debit Fee (per debit over 6 preauthorized, automatic or telephone transfers, checks, drafts, and debit card or similar transactions)	N/A	$5.00 per debit if the minimum average monthly balance of $500.00 is not maintained
Interest Rate Tiers	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	Quarterly	Quarterly

CERTIFICATE OF DEPOSIT

	HERITAGE BANK OF COMMERCE	CITIZENS BUSINESS BANK
Account Name	**Certificate of Deposit***	**Certificate of Deposit**
Early Withdrawal Penalty	Maturity terms 31 - 364 days, penalty equals 30 days' interest Maturity terms 1 year or greater, penalty equals 90 days' interest	$25 + 1% of amount withdrawn (regardless of term) 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.
Minimum Balance to Earn Interest	$2,500.00	$100,000.00 on maturities 7-29 days $10,000.00 on maturities 30 days and over
Interest Rate Tiers	$2,500 - $99,999.99 $100,000.00 and over	7 to 29 days Less than $100,000.00 $100,000.00 and over 30 days and over Less than $10,000.00 $10,000.00 - $49,999.99 $50,000.00 - $99,999.99 $100,000.00 and over
Interest Method	Compounded daily	Daily balance method, compounded daily
Interest Paid	Monthly, quarterly or at maturity, at least annually	Monthly, quarterly or at maturity, at least annually
Renewal Policy	Automatically renews at maturity date for the same term and earns interest at the rate in effect on the maturity date. 10 calendar day grace period after maturity date to withdraw funds in the account without being charged an early withdrawal penalty. Interest accrued during this period will not be paid on funds withdrawn.	Automatically renews at 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 Two (2) business day grace period for CODs with terms of twenty-nine (29) days or less and ten (10) calendar day grace period for CODs with longer terms, beginning on the maturity date. If all funds are withdrawn during the grace period, the account will cease earning interest as of the maturity date. The length of the term can be changed one time during a grace period.

**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.*

INDIVIDUAL RETIREMENT ACCOUNT

	HERITAGE BANK OF COMMERCE	CITIZENS BUSINESS BANK
Account Name	**Individual Retirement Accounts (IRAs)***	**Individual Retirement Account (IRA)**
Annual Service Charge	$20.00	$25.00
Balance Requirement to Avoid Annual Service Charge	$10,000.00 minimum daily balance	N/A
Withdrawal/Early Withdrawal Penalties	In addition to any IRS penalties that may apply, if you withdraw any of the principal before the maturity date, penalty equals 90 days' interest	In addition to any IRS penalties that may apply, $25.00 + 1% of amount withdrawn (regardless of term)
IRA Termination Fee	$25.00 per account	$25.00 per account
Minimum Balance to Earn Interest	$0.01	$100,000.00 on maturity 7-29 days $10,000.00 on maturity 30 days and over
Interest Rate Tiers** (based on IRA term/maturity)	1 Year and 2 Year Less than $100,000.00 $100,000.00 and over	7 to 29 days Less than $100,000.00 $100,000.00 and over 30 days and over Less than $10,000.00 $10,000.00 - $49,999.99 $50,000.00 - $99,999.99 $100,000.00 and over
Interest Method	Compounded daily	Daily balance method, compounded daily
Interest Paid	Quarterly	Monthly, quarterly or at maturity, at least annually
Renewal Policy	Automatically renews at maturity date for the same term and earns interest at the rate in effect on the maturity date. 10 calendar day grace period after maturity date to withdraw funds in the account without being charged an early withdrawal penalty. Interest accrued during this period will not be paid on funds withdrawn.	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 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

**The Individual Retirement Account Plan (Traditional, ROTH) you selected with Heritage Bank of Commerce will transfer to the same account plan at Citizens Business Bank.*

***Citizens Business Bank will honor existing Heritage Bank of Commerce Individual Retirement Account (IRA) 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 IRA accounts after account conversion.*

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

	HERITAGE BANK OF COMMERCE	CITIZENS BUSINESS BANK
	ATM Card	**ATM Card**
ATM Cash Withdrawal Limit	$525.00	Not offered
Point of Sale (POS) Limit	$1,000.00	Not offered
Combined ATM/POS Limit	$1,525.00	Not offered
	Visa ® Debit Card	**Mastercard® Debit Card**
ATM Cash Withdrawal Limit	$525.00	$510.00
Point of Sale (POS) Limit	$1,000.00	$2,000.00
Combined ATM/POS Limit	$1,525.00	$2,510.00
Credit/Signature (non-pinned) Limit	$2,500.00	$2,000.00
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 BOX

	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

PERSONAL GENERAL FEES

	HERITAGE BANK OF COMMERCE	CITIZENS BUSINESS BANK
SERVICES	**FORMER FEES**	**NEW FEES**
ACH Full Debit/Credit Block	No charge	$20.00 per account/month
Account Closure Fee	$20.00 (opened less than 90 days)	$25.00 per account (opened less than 90 days)
Check Cashing		
Non-customer – Payee Fee (up to $5,000.00)	$5.00 per check	$7.00 per check
Non-customer – Customer Fee	No charge	$2.00 per check
Check Printing	Prices vary	Prices vary
Chexsystems Collection Fee	$75.00	N/A
Coin Counting Fee	$15.00 per loose bag	Not offered
Collections 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
Collections 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
Counter Check	No charge	$1.00 per check
Credit Verification / Verification of Deposit	No charge	$25.00 per verification by mail
Deposit Error Correction	No charge	$10.00 per correction
Endorsement Guarantee	No charge	$10.00 per stamp
Endorsement Stamp	Prices vary	Prices vary
Escheatment Fee Deposit Accounts Official Check/Cashier’s Check	 $2.00 per account No charge	 $2.00 per account $2.00 per check
Exchanged/Shipped Foreign Item Currency	$10.00 plus all charges imposed by correspondent bank	As quoted
Foreign Items (See International Services section of this guide)		

PERSONAL GENERAL FEES (continued)

	HERITAGE BANK OF COMMERCE	CITIZENS BUSINESS BANK
SERVICES	**FORMER FEES**	**NEW FEES**
Gift Card	Not offered	Contact your Business Financial Center.
Hold Mail	No charge	$20.00 per account/month (does not apply to IRAs, Minors Trusts and Savings)
Legal Process Handling	$100.00 per process	$250.00 per process
Medallion Stamp	No charge	$25.00 per stamp
Night Depository		
Annual Fee	$25.00	35.00
Key deposit/Lost Key Replacement	$10.00	No charge
Notary	$15.00 per signature	$15.00 per signature
Non-Sufficient Funds (NSF)/ Uncollected Funds (UCF)		
NSF/UCF Maximum Daily Charge	No charge	Maximum 5 NSF/UCF Item Paid and NSF/UCF Item Returned Charge fees per day ($175.00 per day). NSF/UCF fee will not be charged if end of day available balance is overdrawn less than $10.00
NSF/UCF Item Paid Charge	No charge	$35.00 PER ITEM* **Maximum of 5 NSF/UCF Item Paid and NSF/UCF Item Returned Charge fees per day. NSF/UCF fee will not be charged if end of day available balance is overdrawn less than $10.00*
Official Check / Cashier's Check	$8.00 per check for customer $20.00 per check for non-customer	$15.00 per check
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. Begins on 3rd business day of each day your account is overdrawn more than $10.00.
Overdraft Transfer (from Checking or Savings)	No Charge	$10.00 per transfer
Photocopies	$4.00 per copy	$5.00 per item
Research Request	$4.00 per copy $45.00 per hour	$45.00 per hour

PERSONAL GENERAL FEES (continued)

	HERITAGE BANK OF COMMERCE	CITIZENS BUSINESS BANK
SERVICES	**FORMER FEES**	**NEW FEES**
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 account/month
Email Notification	No charge	$15.00 per account/month
Returned Mail	No charge	No charge
Signature Guarantee	No charge	$10.00 per document
Statements		
Electronic/Online Banking eStatement (with or without images)	No charge	No charge
Paper		
Without Check Images	No charge	No charge
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
Research Statement Balancing / Reconcilement Assistance	Not offered	$45.00 per hour

PERSONAL GENERAL FEES (continued)

	HERITAGE BANK OF COMMERCE	CITIZENS BUSINESS BANK
SERVICES	**FORMER FEES**	**NEW FEES**
Stop Payment		
Stop Payment – Associate Assisted	$30.00 per stop	$35.00 per stop order
Stop Payment – Online	$30.00 per stop	$25.00 per stop order
Telephone/Manual Funds Transfer	$2.00 per transfer	$5.00 per transfer
Wire Transfer (Funds 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		
Domestic	$50.00 per wire	$40.00 per wire
International/U.S. Dollar (additional fees may apply)	$60.00 per wire	$60.00 per wire
International/Foreign Currency	$60.00 per wire	See International Services, Miscellaneous Charges
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
Wire Investigation – International	$20.00 per wire	$50.00 per wire
Wire Recall/Cancel Request - Domestic	Not offered	$50.00 per wire
Wire Recall/Cancel Request - International	Not offered	$60.00 per wire

PERSONAL ONLINE BANKING

The Online Banking Conversion Guide will be provided shortly as a separate document.

	HERITAGE BANK OF COMMERCE	CITIZENS BUSINESS BANK
SERVICES	**FORMER FEES**	**NEW FEES**
Online Banking	No charge	No charge
Bill Payment	No charge	No charge

PERSONAL MOBILE BANKING

	HERITAGE BANK OF COMMERCE	CITIZENS BUSINESS BANK
SERVICES	**FORMER FEES**	**NEW FEES**
Mobile Banking	No charge	No charge
Mobile Deposit	No charge	No charge

ZELLE®

(Available through Online and Mobile Banking)

	HERITAGE BANK OF COMMERCE	CITIZENS BUSINESS BANK
SERVICES	**FORMER FEES**	**NEW FEES**
Send or Request Money	No charge	No charge

PERSONAL 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 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/Consumer Debit Card	No charge	No charge (Debit Card only)
ATM/Consumer 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 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
Transaction Denial	No charge	No charge
ATM Customer Transaction performed at an International Location	No charge	$2.50 per transaction

PERSONAL 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
Funds Availability Cut-Off Time	5:00 PM	Center's posted closing hours
Payment order of checks	Low to High by Amount	Serial Number Sequence

PERSONAL 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 negotiable items.

Personal Account Monthly Service Charges and Other Fees

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

PERSONAL CHECKING ACCOUNT PLANS

Personal Checking

A non-interest bearing, basic personal checking account for individuals.

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

Interest Method: Not applicable.

Monthly Service Charge: $12 per month and $0.50 per debit paid. To avoid monthly service charges, maintain a $2,500 minimum daily balance, or $5,000 or more average daily balance.

Minimum Opening Balance: $500

Withdrawals and Transfers: The number of preauthorized, automatic, third-party transfers or withdrawals per month are unlimited, but a per-debit fee may be assessed. 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.

55 Checking

A non-interest bearing checking account for individuals 55 years of age or older.

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

Interest Method: Not applicable.

Monthly Service Charge: $10 per month. To avoid monthly service charges, maintain a minimum $1,500 average daily balance.

Minimum Opening Balance: None

Withdrawals and Transfers: The number of preauthorized, automatic, third-party transfers or withdrawals per month is unlimited. 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.

PERSONAL INTEREST BEARING CHECKING ACCOUNT PLANS

Investment Checking

An interest bearing checking account for individuals.

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

Interest Method: A minimum daily collected balance of $2,500 is required to earn interest. 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 calculates daily on a simple interest basis and is compounded monthly. 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.

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 paid debit. To avoid monthly service charges, maintain 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.

Preferred Choice Checking

A tiered-rate, interest bearing checking account for individuals.

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. A daily periodic rate is applied to the collected balance in your account each day to calculate interest. Interest calculates daily on a simple interest basis and is compounded monthly. 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 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 $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: $25 per month. To avoid monthly service charges, maintain an average combined monthly collected balance of $25,000 or more between the Preferred Choice Checking and common name savings, and/or money market accounts.

Minimum Opening Balance: $10,000

Withdrawals and Transfers: The number of preauthorized, automatic, third-party transfers, or withdrawals per month are unlimited. There is no minimum amount for any withdrawal or transfer.

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

Plan Includes

- Unlimited ServiceLine customer service
- Free Preferred Choice logo wallet style checks
- Overdraft Protection (Subject to qualification. Other fees and charges may apply.)
- ATM Surcharge Rebates (up to $20 per month)
- Free Safe Deposit Box (up to $100 annually, based on availability)
- No fee for personal Online Banking and personal Online Bill Payment service
- No fee for Official Checks
- No Annual Fee on Citizens Business Bank Mastercard® (Subject to qualification. Other fees and charges may apply.)
- No Annual Fee on any Citizens Individual Retirement Account (Other fees and charges may apply.)

MONEY MARKET ACCOUNT PLANS

Premium Money Market

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

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 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 calculates daily on a simple interest basis and is compounded monthly. 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 the deposit. For deposits of non on-us checks and similar transactions, interest begins to accrue no later than the business day we received 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.

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

Monthly Service Charge: $15 per month. To avoid a monthly service charge, maintain a minimum average daily balance of $5,000.

Minimum Opening Balance: $5,000

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 and Point-of-Sale (debit card) access is allowed.

PERSONAL SAVINGS ACCOUNT PLANS

Personal Savings

An interest-bearing account for individuals. 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 telephone 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 $500 is not maintained.

Interest Method: Interest is calculated on the daily collected balance on a simple interest basis 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. A daily periodic rate is applied to the collected principal in your account each day to calculate interest.

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 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: $3 per month. To avoid a monthly service charge, maintain a minimum average monthly balance of $500.

Minimum Opening Balance: $500

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 authorized 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.

Minor Trust Savings

An interest-bearing account established by an adult in trust for a minor. The account may be opened as an informal trust (Totten Trust)/Payable-On-Death (P.O.D.) account or a Uniform Transfers to Minors Act account.

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.

Interest Method: Interest is calculated on the daily collected balance on a simple interest basis 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. A daily periodic rate is applied to the collected principal in your account each day to calculate interest.

All cash and on-us deposits will begin accruing interest on the date of the deposit. For deposit 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.

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:

$0.01 and over

Monthly Service Charge: None

Minimum Opening Balance: None

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 by the adult only.

Savings Overdraft Protection: This account may not be linked to a checking account for overdraft protection.

Health Savings Account (HSA)

A checking account designed for any individual that is covered by a qualified High Deductible Health Plan (HDHP) to provide more control over their healthcare expenses. It can also offer a special tax-advantaged strategy for paying current and future medical expenses. HSA account owners are fully responsible for their account and should consult a tax and/or legal professional regarding their eligibility and the deductibility of a HSA. The individual is responsible for determining eligibility, maintaining records of distributions and purchases, ensuring that account transactions are within the IRS allowed regulations and the HDHP requirement has been met. HSAs can be established up to December 1st of the calendar year.

Interest Method: A minimum daily collected balance of $2,500 is required to earn interest. 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 calculates daily on a simple interest basis and is compounded monthly. 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.

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: $5 per acct/month

Minimum Opening Balance: None

Additional/ Replacement Debit Card: $5 per card

HSA Termination Fee: $25 per account

Deposits: The account owner has until April 15th (or another date as designated by the Internal Revenue Service) to make contributions [deposits] to the HSA for the previous calendar year. Contributions are allowed by account owner [individual], employers on behalf of account owner, or any person or family member on behalf of the account owner. Contributions are aggregated for purposes of applying the IRS determined contribution limit. Contributions remain in the HSA from year-to-year until they are used. All contributions to accounts will be considered to apply to current year contributions unless accompanied by the Bank's standard contribution designation form indicating otherwise.

Withdrawals: Account owners may make distributions [withdrawals] at any time. Distributions from the HSA are tax-free if used to pay for IRS qualified medical expenses with easy access to funds with a debit card. After age 65, the account owner can also use the funds for non-medical expenses without incurring tax penalties.

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

CERTIFICATE OF DEPOSIT ACCOUNT PLANS

Certificate of Deposit Account

An interest-bearing time deposit account available to any individual.

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 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. 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 Automated Clearing House (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: 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. 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: The 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.

INDIVIDUAL RETIREMENT ACCOUNT PLANS

Individual Retirement Account (IRA)

An Individual Retirement Account (IRA) is designed to help you save for retirement and offers many tax advantages. One powerful benefit is that you can delay, or possibly eliminate paying taxes on your investment earnings (interest paid to your IRA), depending on the type of IRA you invest in. There are two types of IRAs, each one with its own features and benefits. Traditional IRAs may offer a tax benefit now, as contributions may be tax-deductible. ROTH IRAs offer a tax benefit later, as withdrawals may be tax-free in retirement. Consult with your tax professional to determine your financial situation, goals for retirement, eligibility to contribute and whether contributions are tax deductible.

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

Interest Method: Interest on an IRA account accumulates tax-free. The IRA investment deposit amount determines the Interest Rate and Annual Percentage Yield (APY). The tiered interest rate stated at the time the IRA is issued remains the same until maturity, unless the IRA balance does not remain within the current tier. When the IRA balance is outside the current tier, the interest rate will reflect the new IRA 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 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 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:

<u>7 to 29 Days</u>
Less than $100,000
$100,000 and over

<u>30 days and over</u> Less than $10,000
$10,000-$49,999
$50,000-$99,999
$100,000 and over

Annual Service Charge: $25
Minimum Opening Balance: $500
IRA Termination Fee: $25 per account
Renewal Policies for Automatically Renewable IRA Accounts: 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. The grace period is two (2) business days for IRAs with terms of twenty-nine (29) days or less and ten (10) calendar days for IRAs 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 IRA Accounts: The 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.

Deposits: The account owner has until April 15th (or another date as designated by the Internal Revenue Service) to make contributions [deposits] to the IRA for the previous calendar year. Contributions to Regular or Spousal IRAs may or may not be tax-deductible, dependent upon your Modified Adjusted Gross Income and your participation in an Employer-sponsored Retirement Plan. ROTH IRA contributions are not tax deductible. Consult with your tax professional to determine your eligibility to contribute and whether contributions are tax deductible.

You may make additional deposits at any time, at any of our Centers, except during the last eleven (11) days of the term of the IRA. Each additional deposit will have the same maturity date as the original deposit. The tiered interest rate stated at the time the IRA is issued remains the same until maturity, unless the IRA balance does not remain within the current tier. When the IRA balance is outside the current tier, the interest rate will reflect the new IRA balance tier. You may not make additional deposits by online banking, wire transfer or ACH transfer. All contributions to accounts will be considered to apply to current year contributions unless accompanied by the Bank's standard contribution designation form indicating otherwise.

Withdrawals: IRA withdrawals and distributions are subject to the provisions as outlined by the Internal Revenue Service. Premature distributions may be subject to additional taxes, in addition to income tax (unless rolled over). In the event the deposit account has not matured, the IRA owner is also subject to an early withdrawal penalty. Distributions taken by Traditional, ROTH, and Simple IRA owners who meet the age requirements are reported as normal distributions. Required Minimum Distributions are reported as normal distributions. Please see irs.gov for details.

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 IRA 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 (2) 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

PERSONAL BANKING SERVICES – OTHER FEES

The fees listed in the following sections may be assessed for services that you utilize.

PERSONAL GENERAL FEES

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

Service	Charge
Account Closure Fee (per account opened less than 90 days)	$25.00 per account
Incoming ACH Mail Notification	$1.00 per notice
ACH Full Debit/Credit Block	$20.00 per acct/month
Check Cashing	
Non-customer - Payee Fee (up to $5,000)*	$7.00 per check
Non-customer - Customer Fee*	$2.00 per check
**Non-customer check cashing: $5,000 max per day. If Citizens Business Bank 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.*	
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 (See the Bank's Gift Card Summary and Disclosure of Fees Schedule)	
Hold Mail (Does not apply to IRAs, Minor Trust and Savings)	$10.00 per acct/month
Legal Process Handling	$250.00 per process
Medallion Stamp	$25.00 per stamp
Notary	$15.00 per signature
Non-Sufficient Funds (NSF)/Uncollected Funds (UCF)	
NSF/UCF Item Paid Charge	$35.00 per item*
** Maximum of 5 NSF/UCF Item Paid fees per day we can charge your account. A NSF/UCF fee will not be charged if your end of the day available balance is overdrawn less than $10.00.*	
Official Check-Customer	$15.00 per check
Overdraft Charge** (Applies to Checking and Money Market Accounts)	$15.00 per day
***Fee applies to overdrafts created by checks, in person withdrawals, returned deposited items or electronic or other debit items (such as ACH transactions or Service Charges) as applicable. An overdraft fee will be charged per day, beginning on the 3rd business day each day your account is overdrawn more than $10.00.*	
Overdraft Transfer (from Checking or Savings)	$10.00 per transfer
Photocopies	$5.00 per item
Research Request	$45.00 per hour
Returned Items	
ACH	$8.00 per item
Checks/Drafts	$12.00 per item
Checks/Drafts plus Redeposit	$17.00 per item

Service	Charge
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
Statement	
Electronic/Online Banking eStatement (with or without check images)	No charge
Paper	
Without Check Images	No charge
With Check Images (Image Statement)	$5.00 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
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	
Walk-in/Fax	
Domestic	$40.00 per wire
International U.S. Dollar (additional fees may apply)	$60.00 per wire
International Foreign Currency (see International Services; additional fees may apply)	
Electronic 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

PERSONAL ONLINE BANKING

Service	Charge
Online Banking	No charge
Bill Payment	No charge

PERSONAL MOBILE BANKING

Service	Charge
Mobile Banking	No charge
Mobile Deposit	No charge

Zelle®

Service	Charge
Send or Receive Money	No charge

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 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/Personal Debit Card	No charge
ATM/Personal 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

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

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 – 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

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

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

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 endorsers 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) businessday 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-lighted 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 emails 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 AGREEEMENTS

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.

FACTS

WHAT DOES CITIZENS BUSINESS BANK DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully tounderstand what we do.
What?	The types of personal information we collect and share depend on the product or service youhave with us. This information can include: ■ Social Security number and Account Balances ■ Transaction History and Payment History ■ Investment Experience and Retirement Assets When you are no longer our customer, we continue to share your information as described in thisnotice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Citizens Business Bank chooses to share; andwhether you can limit this sharing.

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

Questions?	Call (888) 228-2265 or go to www.cbbank.com

What we do	
How does **Citizens Business Bank** protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does **Citizens Business Bank** collect my personal information?	We collect your personal information, for example, when you ■ open an account or deposit money ■ pay your bills or apply for a loan ■ use your credit or debit card We also collect your personal information from others, such as credit bureaus, affiliates, or other companies
Why can't I limit all sharing?	Federal law gives you the right to limit only ■ sharing for affiliates' everyday business purposes-information about your creditworthiness ■ affiliates from using your information to market to you ■ sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. ■ Citizens Business Bank does not share with our affiliate.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. ■ Citizens Business Bank does not share with nonaffiliates so they can market to you.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. ■ Citizens Business Bank doesn't jointly market.

Citizens Business Bank California Privacy Notice

Last Updated: August 11, 2025

Information for California Residents

We collect Personal Data from Consumers and comply with the California Privacy Rights Act ("CPRA"). This California Privacy Notice applies to California residents ("Consumers," "you," or "your").

For the purposes of this California Privacy Notice, "Personal Data" means information that is linked or reasonably linkable to a particular individual or household. However, the following categories of information are not Personal Data:

- Publicly available information;
- Deidentified (such as masked or truncated) or aggregated data (data related to a group or category of consumers); or
- Information otherwise excluded from the scope of the CPRA.

This Privacy Notice provides the following information to California Consumers:

Categories of Personal Data we collect;

- Purposes for which we use Personal Data;
- Categories of Personal Data we disclose to third parties;
- Categories of third parties to which we disclose Personal Data; and
- How Consumers can exercise their rights under the CPRA:
- The rights to access, correct, or delete Personal Data;
- The right to limit the use of Sensitive Personal Data in certain circumstances; and
- The rights to opt out of the sharing of Personal Data for behavioral advertising, sales of personal data, or certain profiling.

Categories of Non-Sensitive Personal Data

The table below outlines the non-sensitive categories of Personal Data Citizens Business Bank collects about Consumers and whether and how they are disclosed to third parties.

We collect Non-Sensitive Personal Data from the following sources:

- Directly from our California resident or the individual's representative
- From our service providers

Category of Personal Data: Identifiers
Examples
Identifiers may contain the following: Name, address, email, account number, date of birth, social security number, telephone number, driver's license, state ID or passport or other similar identifier (used to identify you or as required by law), signature.
Purpose(s)
Providing and maintaining our products and services, verifying your identity, detecting and preventing fraud, protecting against security risks.
Targeted Advertising
We do not engage in targeted advertising or share Personal Information for targeted advertising purposes.
Sale
We do not sell Personal Information to anyone.
Sharing
This data may be shared with our Service Providers to provide banking services elected by the customer.
Retention Period
We retain this data until the consumer closes their account, after which it is retained only to the extent required by applicable law or for purposes of preventing fraud.

Category of Personal Data: Personal Characteristics
Examples
Personal Characteristics may contain the following: Race, gender, and marital status.
Purpose(s)
Providing and maintaining our products and services.
Targeted Advertising
We do not engage in targeted advertising or share Personal Information for targeted advertising purposes.
Sale
We do not sell Personal Information to anyone.
Sharing
This data may be shared with our Service Providers to provide banking services elected by the customer.
Retention Period
We retain this data until the consumer closes their account, after which it is retained only to the extent required by applicable law or for purposes of preventing fraud.

Category of Personal Data: Internet/Electronic Activity
Examples
Internet/Electronic Activity may contain the following: Browsing history, device information, search history, application use.
Purpose(s)
Providing and maintaining our products and services, detecting and preventing fraud, protecting against security risks.
Targeted Advertising
We do not engage in targeted advertising or share Personal Information for targeted advertising purposes.
Sale
We do not sell Personal Information to anyone.
Sharing
This data may be shared with our Service Providers to provide banking services elected by the customer.
Retention Period
We retain this data until the consumer closes their account, after which it is retained only to the extent required by applicable law or for purposes of preventing fraud.

Category of Personal Data: Imprecise Geolocational
Examples
Imprecise Geolocational may contain the following: Device physical location or movements that is less precise than 1/3 mile.
Purpose(s)
Providing and maintaining our products and services, detecting and preventing fraud, protecting against security risks.
Targeted Advertising
We do not engage in targeted advertising or share Personal Information for targeted advertising purposes.
Sale
We do not sell Personal Information to anyone.
Sharing
This data may be shared with our Service Providers to provide banking services elected by the customer.
Retention Period
We retain this data until the consumer closes their account, after which it is retained only to the extent required by applicable law or for purposes of preventing fraud.

Category of Personal Data: Sensory Information
Examples
Sensory Information may contain the following: Audio, electronic, video and similar information, such as call and video recordings.
Purpose(s)
Detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity, and prosecuting those responsible for that activity.
Targeted Advertising
We do not engage in targeted advertising or share Personal Information for targeted advertising purposes.
Sale
We do not sell Personal Information to anyone.
Sharing
This data may be shared with our Service Providers to provide banking services elected by the customer.
Retention Period
We retain this data only to the extent for purposes of preventing fraud.

Category of Personal Data: Professional Information
Examples
Professional Information may contain the following: Work history and prior employer, salary information.
Purpose(s)
Providing and maintaining our products and services, verifying your identity, detecting and preventing fraud, protecting against security risks.
Targeted Advertising
We do not engage in targeted advertising or share Personal Information for targeted advertising purposes.
Sale
We do not sell Personal Information to anyone.
Sharing
This data may be shared with our Service Providers to provide banking services elected by the customer.
Retention Period
We retain this data until the consumer closes their account, after which it is retained only to the extent required by applicable law or for purposes of preventing fraud.

Category of Personal Data: Educational Information
Examples
Educational Information may contain the following: School names, number of years attended.
Purpose(s)
Providing and maintaining our products and services, verifying your identity, detecting and preventing fraud.
Targeted Advertising
We do not engage in targeted advertising or share Personal Information for targeted advertising purposes.
Sale
We do not sell Personal Information to anyone.
Sharing
This data may be shared with our Service Providers to provide banking services elected by the customer.
Retention Period
We retain this data until the consumer closes their account, after which it is retained only to the extent required by applicable law or for purposes of preventing fraud.

Categories of Sensitive Personal Data

The table below outlines the categories of Sensitive Personal Data Citizens Business Bank collects about Consumers and whether they are shared with third parties. Citizens Business Bank obtains affirmative consent from Consumers to process the Sensitive Personal Data, in compliance with applicable law.

We collect Sensitive Personal Data from the following sources:

- Directly from our consumer California resident or the individual's representative
- Our Service Providers

Category of Sensitive Personal Data: Government ID Data
Examples
Government ID Data may contain the following: Social security number, passport number, driver's license number, state identification card or similar government ID.
Purpose(s)
Providing and maintaining our products and services, verifying your identity, detecting and preventing fraud, protecting against security risks.
Targeted Advertising
We do not engage in targeted advertising or share Personal Information for targeted advertising purposes.
Sale
We do not sell Personal Information to anyone.
Sharing
This data may be shared with our Service Providers to provide banking services elected by the customer.
Retention Period
We retain this data until the customer closes their account, after which it is retained only to the extent required by applicable law or for purposes of preventing fraud.

Category of Sensitive Personal Data: Sensitive Category Data
Examples
Sensitive Category Data may contain the following: Age, race, gender, marital status, citizenship status.
Purpose(s)
Providing and maintaining our products and services, verifying your identity, detecting and preventing fraud, protecting against security risks.
Targeted Advertising
We do not engage in targeted advertising or share Personal Information for targeted advertising purposes.
Sale
We do not sell Personal Information to anyone.
Sharing
This data may be shared with our Service Providers to provide banking services elected by the customer.
Retention Period
We retain this data until the customer closes their account, after which it is retained only to the extent required by applicable law or for purposes of preventing fraud.

Category of Sensitive Personal Data: Financial Data
Examples
Financial Data may contain the following: Individual's account log-in, financial account number, or debit card number in combination with any required security or access code, password or credentials allowing access to an account.
Purpose(s)
Providing and maintaining our products and services, detecting and preventing fraud, protecting against security risks.
Targeted Advertising
We do not engage in targeted advertising or share Personal Information for targeted advertising purposes.
Sale
We do not sell Personal Information to anyone.
Sharing
This data may be shared with our Service Providers to provide banking services elected by the customer.
Retention Period
We retain this data until the customer closes their account, after which it is retained only to the extent required by applicable law or for purposes of preventing fraud.

Use of Personal Data

We use Personal Data for the purposes described above. Personal Data may also be used or disclosed as otherwise permitted or required by applicable law.

Disclosing Personal Data

We share Personal Data with the following categories of third parties:

- Service Providers: We use service providers to securely handle Personal Data on our behalf and only on our instructions. These companies may not use your Personal Data for their own purposes.

See the tables above for more details about how different categories of Personal Data are shared.

We do not sell Personal Data to anyone.

Exercising Your Personal Data Rights

California Consumers have the following rights under the California privacy laws:

- The right to know the Personal Information we have collected about them, including the categories of sources from which we collected the Personal Information, the purpose(s) for collecting, selling, or sharing your Personal Information, and the categories of third parties to whom we have disclosed your Personal Information:
- The rights to access, correct, or delete Personal Data;
- The right to limit the use of Sensitive Personal Data in certain circumstances; and
- The rights to opt out of the sharing of Personal Data for behavioral advertising, sales of personal data, or certain profiling.
- The right not to receive discriminatory treatment for exercising their privacy rights.

If you are a California Consumer, you can submit a request to exercise your personal data rights under the CPRA by visiting CCPA requests or call our toll-free number 877.934.3222. To protect your privacy, we may need to authenticate your identity before we respond to your rights request. We will use commercially reasonable efforts to verify your identity for this purpose. Any information you provide to authenticate your identity will only be used to process your rights request. Please be aware that we do not accept or process rights requests through other means (e.g., via fax or social media).

After submitting your request online, you will receive a follow-up email, which may include a link you must click on in order to verify your identity. If you do not click on that link, we may be unable to complete your request due to lack of verification. It is important that you provide a valid email address in order for us to be able to process your request.

We will respond to your rights request within 45 days, though in certain cases we may inform you that we will need up to another 45 days to act on your request. If we suspect fraudulent or malicious activity on or from your account, we will delay taking action on your request until we can appropriately verify your identity and the request as authentic. Also note that each of the rights are subject to certain exceptions.

We reserve the right to decline to process, or charge a reasonable fee for, requests from a Consumer that are manifestly unfounded, excessive, or repetitive.

Limiting the Use of Sensitive Personal Data

The CPRA provides a right to limit some uses of Sensitive Personal Data. In particular, you may direct companies not to use Sensitive Personal Data except as necessary to provide goods or services you have requested.

However, we only use Sensitive Personal Information for purposes that are exempt from this right, such as to provide you with services you have requested, to detect and prevent security incidents, or verifying the quality of our services. The full list of these exempt purposes are specified in California Code of Regulations, Title 11, Section 7027(m).

You may submit a request to limit the use of your sensitive Personal Data by submitting a rights request as described above.

Children's Data

We do not knowingly collect or use the Personal Information of children under 16. If you believe that we have collected the Personal Information of a child under 16, please contact us at riskopscompliance@cbbank.com.

Authorized Agent Requests

The CPRA allows you to designate an authorized agent to make a rights request on your behalf. Your authorized agent may submit such a request by following the same method described above. We may require verification of your authorized agent in addition to the information for verification above for Consumers and households.

Contact Us

If you have any questions or concerns regarding this California Privacy Notice, contact us at riskopscompliance@cbbank.com.

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™
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