EFFECTIVE JANUARY 1, 2014

All About
Personal
Accounts &
Services
Disclosure and Agreement

UnionBank®
**HOW TO CONTACT US**

If you have any questions about this Account Agreement or any Union Bank products and services, we’re here to answer them.

<table>
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<th>When you need to:</th>
<th>Contact us at:</th>
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</thead>
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| • Report a lost or stolen ATM Card or Debit Card, compromised PIN, or Online Banking access code (call us immediately) | Union Bank  
  P.O. Box 2327  
  Brea, CA 92822-2327  
  **1-800-238-4486**  
  Automated service:  
  24 hours, 7 days a week  
  Personal service:  
  7:00 a.m. - 9:00 p.m., Monday - Friday;  
  8:00 a.m. - 5:00 p.m., Saturday  
  (Pacific Time, except federal holidays)  
  TDD Telephone Banking for hearing impaired: **1-800-826-7345** |
| • Check account balance and rate information                                      | Union Bank  
  Wire Services Department  
  1980 Saturn St. V02-490  
  Monterey Park, CA 91755-7417  
  Contact the originating branch or office  
  Direct Access customers: **1-800-922-9473**  
  7:30 a.m. - 5:00 p.m. (Pacific Time) |
| • Find out if a direct deposit has been made                                       | **1-800-888-6466**  
  7:00 a.m. - 9:00 p.m., Monday - Friday  
  8:00 a.m. - 5:00 p.m., Saturday (Pacific Time, except federal holidays) |
| • Report errors concerning ATM Card, Debit Card, ACH or online transactions, or check conversion | **1-888-507-7669** (from the U.S.) or **005311-11-4392** (from Japan)  
  8:00 a.m. - 5:00 p.m. (Pacific Time, except federal holidays) |
| • Stop payment on checks written                                                  | Union Bank  
  Retirement Plan Center  
  P.O. Box 60319  
  Los Angeles, CA 90060  
  **1-800-304-3854**, option 1  
  8:00 a.m. - 5:00 p.m., Monday - Friday  
  (Pacific Time, except federal holidays) |
| • Cancel an online bill payment                                                   |                                                                 |
| • Place a postdated check order                                                   |                                                                 |
| • Cancel a preauthorized electronic payment (ACH)                                |                                                                 |
| • Request a refund involving a loss from a check or substitute check              |                                                                 |
| • Ask about any other electronic transactions                                     |                                                                 |
| • Use or ask about Telephone Banking                                            |                                                                 |
| Report a wire transfer error                                                      |                                                                 |
| Priority Banking® customer support                                               |                                                                 |
| Japanese Customer Service Unit                                                    |                                                                 |
| Individual/Small Business Retirement Accounts - Retirement Plan Center            |                                                                 |
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ALL ABOUT YOUR PERSONAL ACCOUNT AGREEMENT

Welcome to Union Bank®, N.A. When you open your account with us, you’ll receive this Account Agreement, which lists your rights and responsibilities and the Bank’s rights and responsibilities concerning your account.

What your Account Agreement includes – Our Account Agreement with you is represented by several items that you’ll receive when you open an account. Each contains important information about any changes that can occur in your account, and you should read them carefully. These items include:

- The terms listed in this Account Agreement
- The terms listed in the applicable Simply Stated Product Guide
- Your signature card
- The applicable Fee Schedule
- The applicable Interest Rate Sheet
- The All About Time Deposit Accounts Disclosure and receipt (if you open a time deposit account)
- Any accompanying amendments or riders to the above documents

Unless we tell you otherwise in writing, these documents contain all of the terms of your account and supersede previous versions that you may have received.

Personal (Consumer) Accounts – Personal accounts are available for the non-business, personal use of our customers. Businesses, including sole proprietors, may select one of our business accounts to meet their banking needs.

How you show us that you’ve agreed to these terms – By signing our signature card or accepting the terms of our Online Agreement, requesting an account, or maintaining an account, you acknowledge that you have reviewed, understand, and agree to these terms.

Why we must ask you for identification – To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

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

DEFINITIONS YOU SHOULD KNOW

It’s important for you to understand all the information in your Account Agreement. So we’ve included the following key definitions that apply to the terms used in the forms containing your Account Agreement.

Annual Percentage Yield (APY) – The total amount of interest paid on an account, based on the interest rate and the frequency of compounding for a 365-day period (366-day period in a leap year), and is expressed as a percentage.

Annual Percentage Yield Earned (APYE) – An annualized rate that reflects the relationship between the amounts of interest actually earned on your account during a statement period and the average daily balance in the account for that period.

Available Balance (or Available Funds) – The amount of funds available in your account for withdrawal. The Available Balance may not include the amount of a pending transaction; funds on hold based on our Funds Availability Policy; funds held in connection with transactions identified in a notice of presentment or return; funds held in connection with an adverse claim, a dispute, a levy, or other legal process; and funds held because of a security agreement. This amount may be different from your Ledger Balance (the total collected and uncollected funds shown for your account in our records) or Collected Balance (the Ledger Balance minus the amount of your uncollected funds).

Average Monthly (Ledger) Balance (Statement Monthly Ledger Balance) – The amount calculated by adding the Ledger Balance in the account for each day of the statement period and dividing that figure by the number of days in the period.

Business Days – Monday through Friday, excluding federal holidays, even though we may be open on Saturday or Sunday.

Combined Balance – This applies to 1 or more accounts that you’ve agreed to link to your primary checking account. It includes the total combined Average Monthly Ledger Balance in these accounts. The Combined Balance may be used to determine whether you will be assessed monthly service charges.

What accounts you can include in your Combined Balance:

- You can ask us to combine balances of up to 20 checking, savings, money market, and time deposit accounts to arrive at your Combined Balance.
- Signature Banking℠ and Priority Banking® clients may include amounts held in IRAs, Portfolio Connection® and UnionBanc Investment Services accounts, and some Union Bank business accounts.

What happens if you don’t meet the required Combined Balance in your primary checking account:

- We look at the previous statement’s Average Monthly Ledger Balance in the Linked Accounts and combine them with the current month’s Average Monthly Ledger Balance in your primary checking account.
- For time deposits, we use the Ledger Balance of the day before the current primary checking account statement date. If the Combined Balance does not meet the account requirements, you will be charged a monthly service charge.
What you can't include in your Combined Balance:

- You cannot link accounts to more than 1 checking account for Combined Balance purposes.

**Item** – A check; substitute check; electronic Item; draft; demand draft; remotely created Item; or other order or instruction for the payment, transfer, or withdrawal of funds.

**Linked Account** – A Union Bank account that is connected to another Union Bank account. Linked Accounts are sometimes used for the purpose of receiving a higher interest rate, bonus, or other enhanced account benefit. For this purpose, the balance history, transaction activity, or another factor may be taken into consideration for both accounts. Linked Accounts must have at least 1 identical Owner (the same name on both accounts). Other restrictions may apply. Information about Linked Accounts, including account numbers and balances, may appear on Linked Account statements.

**Nonsufficient Funds (NSF)** – When the Available Balance is not enough to cover any Item or other transaction.

**Owner** – Refers to the person or persons who hold an ownership interest in the account. An Owner may be an individual or a joint tenant, or may be an individual acting only in a fiduciary capacity, such as a trustee, executor, administrator, or conservator. An Owner may act individually or on behalf of all Owners when taking any actions with the account. Whenever this Account Agreement discusses actions only Owners can take, we will use the term “Owner.”

**We, our, us, and the Bank** – Refers to Union Bank, N.A.

**You and your** – The Owner(s) and any authorized signers on an account.

**USING YOUR ACCOUNT**

When it comes to your account, our priority is always to help you use it in the most efficient way—and avoid any problems before they start. That’s why you should read the following information carefully and keep this Account Agreement in your records for future reference.

Keep in mind that, as the Owner of an account, it’s your responsibility to keep track of your transactions and the Available Balance in your account.

**Deposits**

**Source of Deposits** –

- **Who we’ll take deposits from:** We may accept Items payable to any of you for deposit to your account from any source without questioning the authority of the person making the deposit.

- **Who can receive cash back:** We may give cash back to any authorized account signer(s) or agent(s) in connection with Items payable to any Owner, whether or not the Items have been endorsed by you.

- **What happens to deposits without instructions:** If you make a deposit or payment that is not accompanied by instructions telling us how or where it should be credited, we may apply it at our discretion to any deposit account or loan that any Owner maintains with us.

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

**Endorsements** –

- **What endorsement is required:** There are times when we may endorse and/or collect Items deposited to your account without your endorsement. We reserve the right, however, to require your personal endorsement prior to accepting an Item for deposit.

- **When there are multiple endorsements:** If you deposit an Item that bears the endorsements of more than 1 person, or if 1 or more persons are not known to us, we may refuse the Item, require all endorsers to be present, or require that the endorsements be guaranteed by another financial institution acceptable to us.

**Items Sent for Collection** –

- **When this usually occurs:** Often with foreign, questionable, or damaged Items, Union Bank and other institutions may refuse to accept a check or other Item for deposit or may accept it on a collection basis only.

- **If we accept an Item for collection:** We will send it to the institution upon which it is drawn, but we won’t credit your account for the amount until we receive the funds from that institution.

- **If we choose to credit your account:** We may credit your account before we receive funds from the other institution. But if for any reason we don’t receive payment, we may charge the amount back against your account.

- **About fees:** We may impose a fee in connection with sending and receiving Items for collection (e.g., by charging your account or deducting the fee from the amount paid). Other institutions that send or receive Items for collection involving your account may impose an additional fee for their services.
Verification and Final Payment – Any Item that we cash or accept for deposit is subject to later verification and final payment. Regardless of whether you have already used the funds, 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. Also, keep in mind that cash deposits may be subject to later verification.

Cashing Checks for Others –

Why you should protect yourself: Remember, you are responsible for the transactions on your account, so you should not use your account to cash checks for others who are not well known to you. We may take steps to determine whether a check will be paid, and we may make funds provisionally (temporarily) available to you. But, ultimately, you are responsible for any loss that occurs if the check is returned to us for any reason (e.g., because it is counterfeit).

About checks from other institutions: Our employees cannot promise that checks drawn on or issued by other institutions, including cashier’s checks, will be paid.

Automated Clearing House (ACH) Transfers –

What an ACH Transfer is: These are electronic transfers such as direct deposit payroll and vendor payments.

How your account is credited: When an ACH transfer is made, credit for the transfer is provisional (temporary) until final payment is received by the payee’s financial institution. Until that happens, the party originating the transfer is not considered to have made payment to the payee, and the payee’s bank is entitled to a refund of the provisional credit.

How this affects your account: If we give you provisional credit for an ACH transfer but do not receive final payment, we may charge your account for the full amount without prior notice or demand.

Notice of Incoming Transfer –

When we give notice of an ACH transfer: We are not required to give you a separate notice of our receipt of an ACH transfer. If we accept ACH credits to your account, you will receive notice of the credit on your next regular periodic statement.

About notices for non-ACH transfers: Although we may send notice of a non-ACH incoming funds transfer (e.g., a wire), we assume no obligation to do so.

How to check that a transfer has occurred: By contacting your local branch, customer service, Telephone Banking service, or through Online Banking.

Funds Availability

Your Ability to Withdraw Funds – Our policy is to make funds from your cash and check deposits available to you on the 1st Business Day after the Business Day we receive your 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. Please keep in mind, however, that after we make funds available to you and you have withdrawn the funds, you are still responsible for checks and mobile check deposits you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a Business Day except Saturdays, Sundays, and federal holidays. If you make a deposit before the close of business on a Business Day that we are open (as early as 1:00 p.m. for deposits made at some automated teller machines (ATMs)), we will consider that day to be the day of your deposit. However, if you make a deposit after these hours or on a day that is not considered a Business Day, we will consider that the deposit was made on the next Business Day we are open.

This funds availability policy does not apply to checks drawn on banks located outside the United States.

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 1st Business Day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the 2nd Business Day after the day of your deposit. The first $200 of your deposit, however, will be available on the 1st Business Day.

If we are not going to make all of the funds from your deposit available on the 1st Business Day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the Business 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, some or all of the funds you deposit by check may be delayed for a longer period under the following circumstances:

• We believe a check you deposit will not be paid.
• You deposit checks totaling more than $5,000 on any one day.
• You redeposit a check that has been returned unpaid.
• You have overdrawn your account repeatedly in the last 6 months.
• You are depositing to a new account.
• 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 7th Business Day after the day of your deposit.

Special Rules for New Accounts and Remote Deposits – If you are a new customer, the following special rules will apply during the first 30 days your account is open.
Electronic deposits will be available on the payment date (settlement date), either when received, or through authorized payment instructions. Funds from deposits of cash, wire transfers, and the first $5,000 of a day's total deposits of cashier's, certified, teller's, and travelers checks, and federal, state and local government checks will be available on the 1st Business Day after the day of your deposit if the deposit meets certain conditions.

For example, the checks must be payable to you. The excess over $5,000 will be available on the 7th Business Day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first $5,000 will not be available until the 2nd Business Day after the day of your deposit. Funds from all other check deposits will be available on the 7th Business Day after the day of your deposit.

This funds availability policy also does not apply to checks deposited other than at a staffed facility at the Bank, an ATM, a night depository, a lockbox, or by mail. Check deposits made using a mobile device or check scanning equipment will generally be available on the 1st Business Day after the Business Day we receive your deposit. In some cases we may delay availability of your deposit until the 4th Business Day after the Business Day we receive your deposit. If we are not going to make your deposit available on the 1st Business Day, we will notify you.

The Bank, at its sole discretion, may also hold funds you deposit if, for any reason, the Bank believes it is necessary to do so in order to limit customer and/or Bank losses.

**Interest**

**Interest Rates**

*How we determine interest rates:* Interest rates paid on our accounts are determined by our management, based on market conditions and other business factors. Except for time deposits (which usually earn the same interest rate through maturity), the interest rate and Annual Percentage Yield on deposits can change as often as daily, at our discretion, without prior notice to you.

*About tiered-rate accounts:* On tiered-rate accounts, the rate of interest for the account is determined by its balance tier. The entire balance is subject to the interest rate for the balance tier of your ending balance. We reserve the right to change balance ranges and to apply the same interest rate to more than 1 balance range. Please see your [Interest Rate Sheet](#) for additional information. For current rates, please call or visit one of our offices or contact us at 1-866-825-6267.

*Calculating Interest*

*How we calculate interest:* We use the daily-balance method to calculate the interest on your account. This method applies a daily periodic rate to the Collected Balance in the account each day. Interest is calculated on an actual/365-day basis (366 days for leap years).

*When interest begins:* Interest begins to accrue no later than the Business Day we receive credit for the deposit of noncash items (for example, checks). Interest on cash deposits begins to accrue on the day we receive the deposit.

*How interest compounds:* Interest compounds (is paid on both principal and accrued interest) daily on savings accounts and monthly on interest-bearing checking accounts and money market accounts.

*When interest does not accrue:* No interest accrues unless the Collected Balance in the account is sufficient to earn at least $10 of 1 cent per day at the daily periodic rate in effect.

**Payment of Interest**

*How we pay interest:* Interest is credited to interest-bearing checking and money market accounts monthly and savings accounts quarterly. If an account is closed during a month, accrued interest will be paid up to (but not including) the closing date. For accounts with special statements (e.g., weekly, dated, or flexible), interest will be paid on the last Business Day of the month.

*What can affect interest payments:* If you change your account type, the payment of interest may be affected (see the Changing Account Types section).

For public fund accounts and time deposits, please see the Interest section in our *All About Time Deposit Accounts Disclosure* and receipt.

**Withdrawals**

**Authorized Account Signers**

*How identify authorized signers:* Your signature card (used for signature verification) or electronic account opening record identifies who is authorized to make withdrawals, write checks, transfer funds, stop payments, obtain other supporting services (e.g., electronic funds transfer services or wire transfers), and otherwise give us instructions regarding your account.

*If you designate multiple signatures:* Although your signature card may indicate that more than 1 signature is required on checks and for the withdrawal or transfer of funds, that notation is basically for your own purposes. We assume no duty or obligation to enforce multiple signature requirements or to confirm that 2 or more authorized signers have approved any transaction. Unless we enter into a separate written agreement to the contrary, we may act upon the instructions of any 1 authorized signer. Although occasionally we may attempt to enforce the multiple signature requirement shown on your signature card (e.g., by refusing to permit a transaction by fewer than the stated number of authorized signers), we may cease doing so at any time and without prior notice to you.

*If we agree in writing to enforce a multiple signature requirement:* You agree to use checks that bear a legend above the signature lines that 2 signatures (or more, if applicable) are required.
Your responsibilities for authorized signers: 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.

Our responsibilities for authorized signers: We may pay any check that bears a signature or endorsement (including a facsimile signature) resembling an authorized signature on file with us. We may honor checks drawn against your account by authorized signers, even if the checks are made payable to them, to cash, or for deposit to their personal accounts. Please be aware that we have no duty to investigate or question withdrawals or the application of funds.

Identification Requirements –

When we may ask for identification: Anytime you make a withdrawal or close an account, we may (but are not obligated to) require suitable identification and/or presentation of account ownership records. This can also include, at our discretion, the signatures or approval of all Owners.

What non-customer transactions require: When non-Union Bank customers cash your checks at our offices, we may require them to present us with a signature or endorsement guarantee from another financial institution, as well as a valid photo identification and a fingerprint for security purposes.

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

Cash Limitations – Cash withdrawals or payments at any branch may be restricted due to the limited amount of currency on hand in a Bank branch. Generally, cash withdrawals greater than $50,000 are considered commercial transactions and will not be accommodated at a branch. If we don’t have enough cash to make a large withdrawal or payment, we may make arrangements for a later cash payment or offer to make payment with a Bank check. We assume no responsibility to provide personal protection for customers who choose to carry large sums of money to or from our premises.

Check Cashing for Non-Customers – We generally permit the payee of a check you write on your Union Bank account to present the check for payment at any of our full-service branches. This does not include limited-service facilities, offices that are not open to both consumers and businesses, or where otherwise posted. It also does not apply to items that require special processing or presentment at a specific location, such as “payable at” checks. We may charge a fee to a non-Union Bank customer who cashes your check at one of our offices. The fee will be charged to the person cashing your check.

Transaction Limitation for Savings and Money Market Accounts – Transactions involving these accounts are limited by federal regulation. You may make no more than 6 transfers and/or withdrawals (subject to Available Balance):

- Per calendar month for savings accounts
- Per monthly statement period for money market accounts
- Per calendar month for money market accounts if statement was requested to be on a specific day

By:

Limited Transactions (subject to Available Balance):

<table>
<thead>
<tr>
<th></th>
<th>Savings</th>
<th>Money Market</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deposit Overdraft Protection Transfer</td>
<td>● ●</td>
<td>● ●</td>
</tr>
<tr>
<td>Check</td>
<td>N/A</td>
<td>● ●</td>
</tr>
<tr>
<td>Debit Card (or ATM Card) Purchase or payment</td>
<td>● ●</td>
<td>● ●</td>
</tr>
<tr>
<td>Preauthorized transfer to another payee or institution (includes ACH or wire)</td>
<td>● ●</td>
<td>● ●</td>
</tr>
<tr>
<td>Bill payment – online or telephone</td>
<td>N/A</td>
<td>● ●</td>
</tr>
<tr>
<td>Online banking transfer</td>
<td>● ●</td>
<td>● ●</td>
</tr>
<tr>
<td>Mobile banking transfer</td>
<td>● ●</td>
<td>● ●</td>
</tr>
<tr>
<td>Automatic transfer to a Union Bank deposit account</td>
<td>● ●</td>
<td>● ●</td>
</tr>
<tr>
<td>Telephone transfer</td>
<td>● ●</td>
<td>● ●</td>
</tr>
</tbody>
</table>

Unlimited Transactions (subject to Available Balance):

<table>
<thead>
<tr>
<th></th>
<th>Savings</th>
<th>Money Market</th>
</tr>
</thead>
<tbody>
<tr>
<td>ATM transaction</td>
<td>● ●</td>
<td>● ●</td>
</tr>
<tr>
<td>In-person transaction</td>
<td>● ●</td>
<td>● ●</td>
</tr>
<tr>
<td>Automatic transfer to make a Union Bank loan payment</td>
<td>● ●</td>
<td>● ●</td>
</tr>
<tr>
<td>Telephone transfer (via a check mailed to you)</td>
<td>● ●</td>
<td>● ●</td>
</tr>
<tr>
<td>Deposit of any kind</td>
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If you exceed these limitations, we may refuse to honor the excessive transactions, remove your transfer privileges, close the account without prior notice, or convert it to another type of account. The Bank may impose an Excess Activity Charge for exceeding the limits. If your account is closed or converted as a result of excessive transactions, you will not be able to open another savings and/or money market account with us for 12 months from the time the account is closed. Please note: We count checks for purposes of the transaction limitation as of the date we post them to your account (not as of the date you write them). As such, a check you write...
during one statement period may not be counted until a subsequent statement period.

**Transaction Limits for Time Deposits** – Time deposits may be subject to penalties for early withdrawal (see your All About Time Deposit Accounts Disclosure).

**Prohibited Transactions** – You may not use your account or any account-related service to conduct Internet gambling transactions or any activity that would violate applicable law.

**Order of Processing Checks and Other Items** –

- **How we may prioritize payments:** You agree that we may pay your checks and other items in any order we choose, and that we may establish different processing priorities and categories for checks and other items. Within each priority or category, we may process checks and other items in the order in which we receive them, in check number order or in the dollar amount order, and we may change these priorities, categories, and orders at any time without notice to you.

- **How we may post items:** We will, but are not obligated to, post Union Bank Items, transactions, and fees first, followed by ATM Card and Debit Card transactions. We generally post such items within each category, as designated by us, in ascending order (lowest to highest) by amount. Checks, bill payments, electronic (such as ACH) debits, and other items will generally be posted in descending order (highest to lowest) by amount without regard to any specific category. When there are not sufficient Available Funds in an account to cover all of the checks and other items presented on a given day, some of the priorities, categories, and orders may result in more overdraft fees than others.

**Conflicting Information on Checks** – If there is conflicting information (a discrepancy) in a check you have written between the amount in numbers and the amount in words or embossed numbers, we may utilize either amount in paying the check, or we may dishonor the check without liability.

**Advance Notice of Withdrawals/Transfers** – We reserve the right to require 7 days advance written notice of withdrawal of funds from any savings account and money market deposit account.

**Electronic Posting (Presentment) of Transactions** –

- **When we may charge your account:** We may charge your account on the day that a check or other item is presented (or returned) to us directly or electronically for payment. However, if we receive notice that a check or other item deposited in your account is being returned, or if we receive notice that a check or electronic payment (e.g., at a point-of-sale) is being processed for collection, we may charge your account or place a hold on funds when we receive the notice.

- **When we may place a hold on funds:** Some merchants may obtain authorizations in advance for point of sale transactions in an amount greater than the final transaction amount. If this happens, you agree that we may place a hold on sufficient funds to cover the amount of the authorized transaction (even if that amount is greater than the amount of the actual transaction). The hold will last until the transaction has reached final settlement through the system. Keep in mind that this could affect the balance available to cover other transactions.

**Fees**

**Avoiding Unnecessary Fees** –

- **How to stay on top of fees:** You may be able to avoid a monthly service charge on some accounts by maintaining a designated balance or signing up for a direct deposit. You can also avoid unnecessary fees, such as overdraft fees, by keeping your account balanced. Know your balance at all times and don’t forget automatic bill payments and temporary deposit holds. Also, take into account transactions that haven’t cleared yet.

**Managing your account 24/7:** Union Bank Online and Mobile Banking Services make it easier to keep track of your balance, anytime and anywhere. If you want, we’ll even send you text or email alerts to warn you when your account balance has dropped to a pre-set level. To enroll in these services, visit www.unionbank.com.

**Our Fee Schedule** –

- **What the Fee Schedule includes:** Our Fee Schedule is provided to you as a separate document. It includes itemized descriptions of the most frequently charged fees for your account or Bank services.

- **What is not in the Fee Schedule:** Some services are negotiated separately and may be subject to other written agreements with us. Information on fees for services not covered by the schedule is available upon request.

**Taxes** – In addition to fees, you agree to pay for all taxes, tariffs, and assessments levied or imposed by any government agency in connection with your account or account-related services (excluding any income tax payable by us).

**Average Monthly Ledger Balance Requirement** – If a monthly ledger average balance is required to avoid a monthly service charge, the Balance is calculated by adding the Ledger Balance in the account for each day of the period and dividing that figure by the number of days in the period.

**Charges and Fees** – Monthly service charges are applied the 1st day of the statement period and collected on the last day of the statement period or the date the account is closed. Your account may be subject to prorated service charges for the partial period of service between the last statement cycle and the date of account closure. Certain fees may change without specific notice to you. Account Owners must promptly pay the fees and charges associated with their accounts and services, and are jointly and severally liable for such fees. We may deduct account charges and fees automatically from your accounts.
Current Fee Information – The fees, rates, and benefits described in this Account Agreement and in the applicable Fee Schedule were current as of the date of publication, but are subject to change. You can obtain current information by calling us at a number listed at the beginning of this Account Agreement.

Electronic Funds Transfers

The following terms apply to electronic funds transfers governed by the Electronic Fund Transfer Act. Any Owner or authorized signer on an account that requires only 1 signature for the withdrawal of funds may apply for electronic funds transfer services on behalf of all of you. Once an electronic funds transfer service is established, any authorized signer on your account may act alone in conducting electronic funds transactions, regardless of the number of required signers indicated on the account application.

Preauthorized/Automatic Transfers – Preauthorized electronic funds transfers may be made to your account from a third party (e.g., Social Security, a pension fund, or your employer) or from your account to a third party (e.g., recurring mortgage or insurance payments through the Automated Clearing House).

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

Please note: If federal recurring or other electronic payments are made into your account, the payments may be affected by a change in account status or transfer (e.g., to another office). If you plan to transfer your account or change its status, please speak with us in advance about the impact the change may have on your electronic funds transfer services.

If you schedule regular recurring Telephone Banking transfers or bill payments, your request to stop transfer(s) or payment(s) must reach us at least 3 Business Days before the transfer or payment is scheduled (see the Stopping Preauthorized Transfers from Your Account section).

Electronic Check Conversion – You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills. You also may authorize a merchant or other payee to make a one-time electronic transfer from your account to collect a charge in the event your check/transaction is returned (e.g., for insufficient funds).

Automatic Transfer Service – The Automatic Transfer Service allows you to establish recurring transfers on a fixed daily, weekly, monthly, or quarterly schedule, between a Union Bank checking, money market, or savings account and a Union Bank checking, money market, savings, or IRA account that you own. Recurring transfers can be set up through Online Banking, Telephone Banking Services (See Telephone Banking Services), or a Union Bank branch (restrictions may apply). If the date of the transfer is not a Business Day, the transfer will be made on the following Business Day. These transfers are not considered direct deposits.

Changes or cancellations of recurring transfers established through Online Banking must be made through Online Banking. Changes or cancellation of recurring transfers established through Telephone Banking can be made through Telephone Banking or a branch. Changes or cancellations of recurring transfers established at a branch must be made through the branch by completing a form.

If there are insufficient funds available in the account being debited on the date of the transfer, the transfer will not be processed. The transfer service will resume on the next scheduled transfer date. Overdraft fees do not apply.

Transaction limitations apply to savings and money market accounts. Please refer to the Transaction Limitation for Savings and Money Market Accounts section.

Telephone Banking Services –

When services are available: Telephone Banking automated services are available to you 24 hours a day, 7 days a week. For a Bank representative, you can contact us Monday through Friday, from 7:00 a.m. to 9:00 p.m., and Saturday, from 8:00 a.m. to 5:00 p.m. (Pacific Time), except for federal holidays.

What our automated services allow you to do:

• Receive account information
• Transfer funds
• Place or release stop payments
• Order checks
• Notify us of a change of address
• Activate your Debit Card
• Report or replace a lost or stolen ATM Card or Debit Card
• Change your card or Telephone Banking PIN
• Inquire about loan balances and obtain payoff information
• Order copies of checks, deposits, and statements

What’s the cutoff time for requests: Telephone Banking transfers or bill pay requests made before 11:45 p.m. (Pacific Time) on a Business Day will be processed on the same day. Any transfers or bill pay requests made after 11:45 p.m. (Pacific Time) or on a non-Business Day will be processed on the next Business Day.

When the system is unavailable: Access to Telephone Banking may not be available on federal holidays, during system maintenance (typically between 2:00 a.m. and 4:00 a.m., Pacific Time), or as a result of unforeseen events, such as earthquakes, computer failures, or electrical outages. We are not responsible for any loss or delay you may experience as a result of the unavailability of Telephone Banking.
How to access Telephone Banking: You may use either your account number or an access number (usually the last 8 digits of your ATM Card or Debit Card) followed by your 4-digit PIN in order to access automated services. Access to Telephone Banking is limited to an individual and based on his or her PIN.

Telephone Transfers –

What transfer services are available: You may request transfers to or from your Union Bank accounts by telephone at any time through our Telephone Banking services. And you may set up recurring transfers from any Union Bank account that you own. You may also make transfers to or from your owned accounts at other domestic financial institutions.

Who can make telephone transfers: Telephone transfers can be made from one account to another when the caller is an Owner on both accounts. If you have special needs to transfer funds to a third-party bank account or between accounts with different signature requirements, you may be required to execute the Bank’s Funds Transfer Authorization form.

When funds are made available: If funds are available in the account being transferred from, the funds transferred may be made available immediately.

About transfer instructions: Our understanding of the transfer instructions and our records shall be conclusive evidence of the actual instructions given.

Telephone Banking Bill Pay Option –

When services are available: The Telephone Banking Bill Pay Option is available 7 days a week, 24 hours a day.

How you may use the Bill Pay Option:
• Make one-time payments to businesses, merchants, or your Union Bank loan accounts, or set up recurring payments.
• Make transfers to or from your Union Bank accounts, or set up recurring transfers.
• Make transfers to or from accounts at other financial institutions.

About the timing for bill pay requests: To allow time for the payee to receive your payment, we must receive your request at least 5 Business Days prior to the day you want a payee to receive payment or, in the case of recurring payments, the payment date must be 5 Business Days prior to the due date. You can schedule a payment up to 364 days in advance.

How to cancel bill pay/transfer requests: Payments or transfers made through Telephone Banking can be cancelled at any time before the Business Day the transaction is scheduled to take place or before 11:45 p.m. (Pacific Time) on the Business Day the transaction is scheduled to take place.

Telephone Banking Limitations – The aggregate dollar amount of funds transfers by means of our Telephone Banking service to accounts you do not own at Union Bank or to other financial institutions may not exceed a cumulative total of $5,000 per Business Day. For security reasons, we may limit the number or amount of transactions through the service. We also may delay or reject a transfer if we suspect that you did not authorize it.

Telephone Banking Help – For services not listed above, you may speak to a Bank representative. If you mail us a request or have questions regarding Telephone Banking, contact us at the address and number on the first page. If you send us a written request regarding a scheduled Telephone Banking transfer or bill pay request, it must reach us at least 3 Business Days before the transaction is scheduled.

Automated Teller Machine and Debit Cards – If you are eligible for an ATM Card or Debit Card, the Account Agreement applicable to that service will accompany your card(s). You agree to be bound by its terms and conditions unless you promptly cut the card(s) in half and notify us in writing that you do not agree to the terms. Your use of the card(s) will be additional evidence of your agreement to the terms.

Online Banking Service – If you are eligible for our Online Banking service, the Account Agreement related to that service will be provided to you online.

Record of Your Transaction –

About preauthorized credits: If you have arranged in advance to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us or check your account online to find out whether or not the deposit has been made.

When you receive statements: You will get a monthly account statement unless there are no transfers in a particular month. In any case you will get a statement at least quarterly.

About preauthorized transfers: If you have arranged in advance to make regular payments out of your account that may vary in amount, the person you are going to pay will tell you 10 days before each payment when it will be made and how much it will be.

Our Liability for Failing to Make Transfers – If we do not complete an electronic funds transfer to or from your account on time or in the correct amount according to our Account Agreement with you, we will be liable for your losses or damages. There are some exceptions. We will not be liable if:
• Through no fault of ours, you do not have enough available funds in your account to make the transfer
• The transfer would exceed any permitted overdraft line or other overdraft protection services you have with us
• Circumstances beyond our control (such as fire, flood, water damage, power failure, strike, labor dispute, computer breakdown, rolling blackout, telephone line disruption, or a natural disaster) prevent or delay the transfer despite reasonable precautions taken by us
The funds in your account are subject to legal process, an uncollected funds hold, or are otherwise not available for withdrawal.
We have reason to believe the transaction may not be authorized by you.
The information supplied by you or a third party is incorrect, incomplete, ambiguous, or untimely.

There may be other exceptions stated in our Account Agreement with you.

**Your Liability for Unauthorized Electronic Funds Transfers** - Tell us AT ONCE if you believe someone has transferred or may transfer money from your account without your permission, or if you believe that an electronic funds transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit or credit card) if you do not notify us promptly after discovering suspected unauthorized transactions.

If your statement shows transfers that you did not make, including those made by a code or otherwise, tell us at once. If you do not notify us within 60 days after the statement was mailed to you, delivered, or otherwise made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time period.

**Stopping 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 or writing to us. We must receive your request at least 3 Business Days before the payment is scheduled to be made. **(Please note:** If you fail to give us your request at least 3 Business Days prior to a transfer, we may attempt, at our sole discretion, to stop the payment. We assume no responsibility for our failure or refusal to do so, even if we accept the request for processing.) If you call, we may require you to put your request in writing and to provide us with a copy of your notice to the payee, revoking the payee’s authority to originate debits to your account, within 14 days after you call. If we do not receive the written confirmation within 14 days, we may honor subsequent debits to your account. For individual payments, your request should specify the exact amount (dollars and cents) of the transfer you want to stop, the date of the transfer, and the identity of the payee. Unless you tell us that all future regular payments to a payee are to be stopped, we may treat your stop payment order as a request concerning the 1 transfer only. If you order us to stop 1 of these payments at least 3 Business Days before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

**Lost or Stolen PIN** - If you believe your Personal Identification Number (PIN) has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call us at the number or write us at the address described at the beginning of this document.

**In Case of Errors or Questions About Your Electronic Transfers** - Call or write to us as soon as possible at the telephone number/address described at the beginning of this document if you think your statement or receipt is wrong or if you need more information about an electronic transaction. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. In the case of a foreign remittance transfer governed by the Electronic Fund Transfer Act, we must hear from you no later than 180 days after the disclosed date of availability of such transfer.

1. Tell us your name and account number.
2. Tell us the date, type of claims (error/unauthorized transactions), and dollar amount.
3. Describe the error or the transfer that you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

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

Within 10 Business Days after we hear from you, we will determine whether an error occurred and will correct any error promptly. If we need more time, however, we may take up to 45 calendar days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 Business Days for the amount you think is in error, so that you will have the use of the money during the time that it takes us to complete our investigation. For new accounts, we may take up to 20 Business Days to credit your account for the amount you think is in error. In certain instances, we may provide credit sooner. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not credit your account until we complete the investigation.

However, for errors involving new accounts, foreign-initiated transactions, or foreign transfers governed by the Electronic Fund Transfer Act, we may take up to 90 calendar days to investigate your complaint or question. For new accounts, we may take up to 20 Business Days to credit your account for the amount you think is in error. If the error involved a remittance transfer for an incorrect amount and is governed by the Electronic Fund Transfer Act, we will either refund you the amount of the transfer or send the designated recipient the correct amount of funds without additional cost to you or the recipient. If the error involved funds not received by the recipient by the disclosed available date, we will either refund you the amount of the transfer or send the designated recipient the correct amount of funds without additional cost to you or the recipient, unless you provided us incorrect information, in which case third-party fees may be incurred for resending the transfer. Please see the **Master Funds Transfer Agreement** for complete terms and conditions.

We will tell you the results within 3 Business Days after completing our investigation. If we determine that there was no error, we will
send you a written explanation. If your account was previously credited, your account will be debited on the day indicated in the written explanation. You may ask for copies of the documents that we used in our investigation.

**Electronic Transfer Fees** - See our current applicable Fee Schedule for charges related to electronic funds transfer services.

**Business Days** - Our Business Days are Monday through Friday, excluding federal holidays, even though we may be open on Saturday or Sunday.

**Release of Account Information** - We may release information regarding your account and the transactions you perform to others (see the Privacy and Release of Information to Others section).

**Limitations** - Certain transaction limitations are imposed on Money Market Deposit and Savings Accounts (see the Transaction Limitation for Savings and Money Market Accounts section).

**Termination of Service** - We may terminate or suspend your use of our electronic funds transfer services at any time, with or without cause. We may do so immediately if:

- Any of you breach 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 or PIN
- There are conflicting claims to the funds in your account
- Any of you request that we do so

**Wire and Other Funds Transfers**

The following provisions apply to payment orders governed by Article 4A (Division 11 in California) of the Commercial Code (e.g., domestic wire transfers and certain telephone transfers). They do not apply to the transactions described in the Electronic Funds Transfers section; to foreign transfers; to payments by check, draft, or similar instrument; or to foreign transfers governed by the Electronic Fund Transfer Act. 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 Account Agreement.

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

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

**Payment Order Accuracy** - You must accurately describe the beneficiary of your payment order and the beneficiary’s financial institution. If you describe any beneficiary or institution inconsistently by name and account or identifying number, we and other institutions may process the order solely on the basis of the number, even if the numbers identify a person or entity different from the named beneficiary or institution. We may also process incoming funds transfers based on the account number, rather than on any inconsistent name reflected in the payment order. 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.

**Cancellation and Amendment of Payment Orders** - You do not have a right to cancel (except for certain transactions governed by the Electronic Fund Transfer Act) or amend any payment order after we receive it. Although we may attempt to act on any amendment or cancellation request you make (e.g., if it is received in a time and manner that permits us to do so), we assume no responsibility for failing or refusing to do so, even if we could have performed the change or cancellation.

**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 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 you. If we cannot reach you, or if the payment order is not confirmed or approved in the manner we require, we may refuse to execute the payment order.

**Notice of Wire Transfers** - We will notify you of all wire activity to your account on your periodic account statement. You may choose to make special arrangements with us to receive earlier notice of wire transfer activity on your account. We may charge you a fee for such early notice of wire activity. See applicable Fee Schedule.

**Notice of Errors** - You agree to review all statements and notices promptly to confirm the accuracy and authorization of each payment order. You must notify us immediately if there is any discrepancy between your payment order and any confirmation or statement of account, or if you discover any other problem with respect to a transfer. You must send a written notice to us of the discrepancy or other problem, including a statement of the relevant facts, within a reasonable time (not to exceed 60 days from the date you first discover the problem or receive a statement or notice reflecting the problem, whichever occurs first).

For foreign remittance transfers covered under Regulation E, please see specific error resolution rights, liabilities, and responsibilities in the In Case of Errors or Questions About Your Electronic Transfers section.

**Limitation of Liability** - Our liability for any act or failure to act shall not exceed the direct resulting loss, if any, that you incur and payment of interest. We will not be liable for any consequential, indirect, or special damage that you incur in connection with payment orders, even if we are aware of the possibility for such damages.
DISPUTE RESOLUTION

Resolution of Claims by Arbitration

PLEASE READ THIS PROVISION CAREFULLY. UNDER THIS PROVISION, YOU WAIVE YOUR RIGHTS TO TRY ANY CLAIM IN COURT BEFORE A JUDGE OR JURY AND TO BRING OR PARTICIPATE IN ANY CLASS OR OTHER REPRESENTATIVE ACTION.

The following provision applies to any claim, cause of action, proceeding, or other dispute between us concerning this Account Agreement (each, a “Claim”), including all questions of law or fact relating thereto:

Option to Arbitrate

Either you or we may elect in writing, without the consent of the other, to arbitrate all Claims covered by this provision. This provision will be broadly interpreted in accordance with the following paragraphs.

Claims Covered

Claims subject to arbitration hereunder shall include all of the following:

- Claims arising out of or related to this Account Agreement, or any prior or later versions of this Account Agreement
- Claims arising out of or relating to any aspect of any relationship between us that is governed by this Account Agreement, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory
- Claims that relate to the construction, scope, applicability, or enforceability of this provision
- Claims that arose before we entered into this Account Agreement or any other agreement or relationship between us that is governed by this Account Agreement (including, but not limited to, Claims relating to advertising)
- Claims that may arise after the termination of this Account Agreement or any other agreement or relationship between us that is governed by this Account Agreement
- Claims asserted by or against your or our respective subsidiaries, affiliates, agents, employees, predecessors-in-interest, personal representatives, heirs, and/or successors and assigns

Claims Not Covered

Claims subject to arbitration hereunder shall not include the following:

- Any Claim made in any proceeding that you commence in small claims court, so long as it remains in that court
- Any Claim set forth in any complaint or other communication that you may file with or send to a federal, state, or local administrative agency, such as the Office of the Comptroller of the Currency or the Consumer Financial Protection Bureau
- Any Claim arising out of the exercise by either of us of any self-help remedy, including any offset, account hold or freeze, or repossession

- Any Claim arising out of or related to an obligation secured by an interest in real property

Arbitration Procedure

You and we agree to the following procedures in arbitrating any covered Claim:

- The party initiating arbitration may choose between arbitration administered by 1 of the following:
  (i) The American Arbitration Administration (“AAA”) under the AAA’s Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes, except as modified by this Account Agreement. AAA’s rules may be obtained from www.adr.org or 1-800-778-7879 (toll free).
  (ii) JAMS/Endispute (“JAMS”) under JAMS’ Comprehensive Arbitration Rules & Procedures or Streamlined Arbitration Rules & Procedures, including JAMS’ Consumer Minimum Standards, except as modified by this Account Agreement. JAMS’ Class Action Procedures shall not apply. JAMS’ rules may be obtained from www.jamsadr.com or 1-800-352-5267 (toll free).
- Except in the case of a new arbitration by a 3-arbitrator panel, as provided for below, the arbitration shall be decided by a single neutral arbitrator selected in accordance with AAA’s or JAMS’ rules, as applicable.
- The arbitrator will take reasonable steps to protect customer account information and other confidential information.
- The arbitrator will decide the dispute in accordance with the terms of our agreements and applicable substantive law, including statutes of limitation and evidentiary privileges. The arbitrator may award damages or other relief (including injunctive relief) available to the individual claimant under applicable law.
- If the arbitrator’s award for a claimant is $0 or against the non-claimant is greater than $100,000 or includes an award of injunctive relief against either party, then that party may request a new arbitration by a 3-arbitrator panel in accordance with AAA’s or JAMS’ rules, in which case each reference in this provision to the arbitrator shall mean such 3-arbitrator panel.
- Arbitration shall be commenced in the state in which your account is located. Any arbitration hearing shall be conducted in the county in which your account is located, unless you and we agree to another location.
- If all Claims are for $10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing in accordance with AAA’s or JAMS’ rules.
- YOU AND WE AGREE THAT ANY CLAIM MAY BE BROUGHT ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR OTHER REPRESENTATIVE ACTION. The arbitrator may not consolidate more than 1 person’s Claims, and may not otherwise preside over any form of a class or other representative action. If this specific paragraph is determined by the arbitrator to be unenforceable, then this entire provision shall be null and void, and all Claims shall be determined in accordance with the provision of this Account Agreement entitled Resolution of Non-Arbitrable Claims.
• At your or our request, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.
• The arbitrator’s award shall be final and binding, subject to judicial review only to the extent allowed under the Federal Arbitration Act. You or we may seek to have the award vacated or confirmed and entered as a judgment in any court having jurisdiction.

Arbitration Costs
Unless the applicable arbitration rules are more favorable to you, we will advance (i) all arbitration costs in an arbitration that we commence, and (ii) the first $2,500 in arbitration filing, administration, and arbitrator’s fees in an arbitration that you commence. To the extent allowed by applicable law and our agreements, the arbitrator may award arbitration costs and attorneys’ fees to the prevailing party.

Applicable Law; Severance
This Account Agreement evidences transactions in interstate commerce. The Federal Arbitration Act governs the interpretation and enforcement of this provision. Except as this provision otherwise provides, if any part of this provision is deemed to be invalid or unenforceable, that part will be severed from the remainder of this provision and the remainder of this provision will be enforced.

Resolution of Non-Arbitrable Claims –

If your account or safe deposit box is at a branch in California or was opened online, the following applies: All Claims that are not arbitrable under this Account Agreement, including all questions of law or fact relating thereto, shall at the written request of any party, be determined by judicial reference pursuant to the California Code of Civil Procedure. The parties acknowledge that in such event, a jury will not decide such Claims.

If your account or safe deposit box is at a branch in a state other than California, the following applies: To the maximum extent permitted by law, you and the Bank intentionally and deliberately waive the right to a trial by jury to resolve all Claims that are not arbitrable under this Account Agreement, including all questions of law or fact relating thereto.

If the waiver of jury trial set forth above is not enforceable for any reason: Then the parties hereto agree that all Claims that are not arbitrable under this Account Agreement, including all questions of law or fact relating thereto, shall, at the written request of any party, be determined by judicial reference pursuant to the applicable state statutes. The parties acknowledge that in such event, a jury will not decide such Claims. The parties shall select a single neutral referee, who shall be a retired state or federal judge (the “Referee”). In the event that the parties cannot agree upon a Referee, the court shall appoint the Referee. The Referee shall report a statement of decision to the court. Nothing in this provision shall limit the right of any party at any time to exercise self-help remedies, foreclose against collateral, or obtain provisional remedies. The parties shall bear the fees and expenses of the Referee equally, unless the Referee orders otherwise. The Referee shall also determine all issues relating to the applicability, interpretation, and enforceability of this provision.

ADDITIONAL TERMS AND CONDITIONS

Additions or Changes in Account Terms

How we will notify you of changes: We may add to, delete, or change the terms of our Account Agreement with you at any time. If we decide to do this, we may mail, email, or deliver a notice, a statement message, or an amended Account Agreement to any of you at the last address (location or email) on file for you, your account, or the service in question.

About notifying you before changes happen: Unless otherwise required by law, we may amend the Account Agreement without prior notice (e.g., by posting the information in our offices or on our website, or otherwise making it available to you). We may give you prior notice if we substitute similar services or discontinue currently offered services for certain accounts. We do not have to notify you, however, of any changes that are beneficial to you (e.g., a reduction or waiver of any fees or the addition of services) or if the change is required for security reasons.

Adjustments

When adjustments are made: We may make adjustments to your account whenever a correction or change is required. Adjustments might occur, for example, if deposits are recorded or keyed in the wrong amount or items you deposit are returned unpaid.

When adjustments are not made: We may decide, at our discretion, not to make an adjustment of an error in the amount of your deposit that is less than or equal to $5, or if the adjustment is less than $5 or our cost to make the adjustment is greater than the amount in question.

Changing Account Types

How this affects your account number: If you want to change your account type, you may be able to do so without changing your account number or ordering new checks. Any applicable service charge will be based on the new type of account.

How this may affect interest on your account:

• When you change to an account that does not earn interest — You will forfeit the interest accrued on your account since the end of your last monthly statement period.
• When you change to an account that earns interest — You will begin earning interest no later than the Business Day following the day of the change. If you change from an account that earns interest to another type of account that also earns interest, the new interest rate becomes effective (and begins being calculated from) that day. All interest earned until the day of the change will remain in your account, and your account will begin earning interest based on the new type of account.
Changes in Account Ownership or Address

When you should notify us: You agree to notify us immediately of any change in your name, address, email address, or the authorized signers on your account.

What you may need to provide to make changes: We may rely on our account records to determine the ownership of your account. If you wish to transfer ownership of your account to a trust, for example, please let us know. It is important that we make a change in our records to reflect the transfer. We may require a new signature card or other documentation before giving effect to any change in ownership or authorized signers.

Changes in Authorized Signers for an Account

Why you must notify us of a change: If the authorized signers on your account change, until we receive specific notice from you in writing in a form we find acceptable, we may continue to honor Items and instructions that were given to us earlier by anyone who was previously authorized. (Keep in mind, a new or updated signature card, by itself, does not represent a notice to terminate any preexisting payment or transfer plan.)

About delays in implementing a change: In some instances, before you can make the change, we may require you to close your account or provide us with stop payment orders in order to prevent transactions from occurring. There may also be a delay in implementing a change in the authorized signers on our records, and you agree that we will be given a reasonable opportunity to make the changes necessary.

Checks

Check printing –

What you’re charged for printing: Check prices vary according to the types of checks you select. You can obtain information on the current price of checks by contacting your office of account. Check charges may change from time to time without specific notice to you.

Your responsibilities for checks: You are responsible for verifying 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 choose to print your own checks: If you arrange for the printing of your own checks, you will be responsible for the following:

• The form, encoding, and format of the checks must follow our check specification requirements and be approved by us in advance. The name(s) printed on your checks must agree with the name(s) on our account records.
• If checks don’t meet our specifications or have poor print quality, we may charge a fee for each check that is rejected during processing.

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

We make checks available that include fraud prevention features. If you choose not to use them or other checks that include fraud prevention features, you agree to take on the added responsibility of safeguarding your checks and reviewing all returned checks and statements as soon as you receive them.

Safeguarding Your Checks –

How you should handle your blank (unused) checks: You agree to safeguard your blank checks and to take reasonable steps to prevent their unauthorized use.

What happens if checks are lost or stolen: 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.

Checks with Special Instructions – Although we are not obligated to, we may pay or accept checks and other Items that include special restrictions or notations (e.g., “Void after 6 months,” “2 Signatures Required,” “Void over $50,” “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 a notation, you agree that it applies only between you and the payee or maker. The notation will have no effect on us, and you agree to accept responsibility for payment of the Item.

Endorsing Checks –

How you should endorse a check: Federal regulations specify that the top 1½ inches on the back of a check (when read vertically from the trailing edge) is designated for your endorsement as payee.

Why you should take care when endorsing a check: If you endorse a check in the area outside of the endorsement area, mark or otherwise obscure the other area, or make an endorsement that is illegible or incomplete, you agree to hold us harmless from any loss, delay, liability, claim, or damage that occurs as a result.
Check Images –

What we mean by check images: Your original checks may be destroyed shortly after we process the checks, but we will maintain a record of the checks as images for 7 years.

How we use check images: If we do not return your paid checks to you, images of the checks may be sent or made available to you each month with your account statement.

How to request images of your checks: 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.

When we charge you for check images: There is no charge for the first 2 Items per calendar month that we copy for you. After that, we will charge your account a fee for each copy (including the front and back of the check).

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

Check Processing Cutoff Hour – If we receive an Item for payment on a weekend, a federal holiday, or after 2:00 p.m. on a Business Day, we may treat it as if we had received it on the next Business Day.

Our processing cutoff hour with respect to any knowledge, notice, stop payment, or postdated check order, or legal process received by us involving a check, is 1 hour after the opening of the Business Day following the Business Day on which we receive the check. The cutoff hour with respect to setoffs exercised by us is midnight of the Business Day following the Business Day we receive a check, or such later time by which we must return the check. The cutoff hour determines our obligation under state law to pay or return certain checks that have been received (but not finally paid) by us on the previous Business Day.

Check Signature Verification –

How we verify checks: We may process certain checks mechanically, based on the information encoded on the Items.

About visually identifying checks: We may not visually examine each of your checks to determine if they are properly completed and endorsed, and we assume no duty to identify and/or return duplicate checks, checks with duplicate serial numbers, misencoded Items, or checks lacking an encoded serial number. Although we may examine checks from time to time, reasonable commercial standards do not require us to visually examine every check.

Postdated Checks –

What is required to postdate a check: You must provide us with a postdated check notice that describes a postdated check

with reasonable certainty. Your notice must include the exact amount (dollars and cents), account number, check number, date of the check, and name of the payee. And you must provide this information in a timely manner that allows us a reasonable opportunity to act on it (e.g., in writing at a branch or through the Telephone Banking Service).

How we honor a written notice: If an Item is presented to us prior to the date indicated on the order (up to 6 months from the date of the notice), we will not pay the Item and may return it (marked “payment stopped,” “postdated,” or otherwise). After 6 months, a notice is no longer effective and must be renewed.

What happens when you don’t provide a written notice: We may pay the check before the date stated on the check.

About fees: We may charge a Postdating Order Fee for each notice. See the applicable Fee Schedule.

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

Remotely Created Checks and Demand Drafts – If you provide your account number to a third party in order to charge your account by means of 1 or more remotely created checks or demand drafts (i.e., Items that do not bear the maker’s signature but purport to be drawn with the maker’s authorization), you authorize us to pay such Items, even though they do not contain your signature and may exceed the amount you authorized to be charged. This provision shall not obligate us to honor such Items. We may refuse to honor such Items without cause or prior notice, even if we have honored similar Items in the past.

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

Substitute Checks – You agree not to deposit substitute checks, as described below, or checks bearing a substitute check legal equivalence statement ("This is a legal copy of your check. You can use it the same way you would use the original check.") to your account without our prior written consent. Unless we agree otherwise in writing, our acceptance of such checks shall not obligate us to accept such Items at a later time, and we may cease doing so without prior notice. If we approve the deposit of substitute checks, you agree to indemnify, defend, and hold us harmless from all losses, costs, claims, actions, proceedings, and attorney’s fees that we incur as a result of such checks, including, without limitation, any indemnity or warranty claim that is made against us because a) the check fails to
meet the requirements for legal equivalence; b) a claimant makes a
duplicate payment based on the original check, the substitute check,
or a paper or electronic copy of either; or c) a loss is incurred due
to the receipt of the substitute check rather than the original check.
Upon our request, you agree to provide us promptly with the original
check or a copy that accurately reflects all of the information on
the front and back of the original check when it was truncated. We
may convert original checks to substitute checks. The information
below describes rights you have when you receive substitute checks
from us. These rights 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.

**Substitute Checks and Your Rights**

What is a substitute check?

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

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

What are your rights regarding substitute checks?

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

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

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

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

How do you make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute
check that you received and that was posted to your account,
please contact us at 1-800-238-4486. You must contact us within
40 calendar days of the date that we mailed (or otherwise delivered
by a means to which you agreed) the substitute check in question
or the account statement showing that the substitute check was
posted to your account, whichever is later. We will extend this
time period if you were not able to make a timely claim because of
extraordinary circumstances.

Your claim must include all of the following:

- Your name and account number
- A description of why the substitute check you received is
  insufficient to confirm that you suffered a loss
- An explanation of why the substitute check you received is
  insufficient to confirm that you suffered a loss
- A copy of the substitute check and/or the following information
to help us identify the substitute check: the check number, the
date of the check, the name of the person to whom you wrote the
check, and the exact amount of the check (dollars and cents).

Communicating with You

By opening or maintaining an account with us, you give Union Bank
and our authorized representatives your express consent to contact
you in the following ways and for the following reasons.

How we may contact you: By mail, courier, telephone—whether
 cellular (mobile) phone or landline—or electronically by email, text
message, or through our Online Banking service. And you expressly
cconsent to the use of prerecorded messages, artificial voices, and/
or autodialed calls when we contact you by telephone.

What we may contact you about: You agree that we may
communicate with you about any aspect of your banking
relationship with us, including, without limitation, debts or
other obligations that may arise from time to time under this
Account Agreement.

What we may send to you: You agree that we may send any notice,
record, or other information about your account, such as account
disclosures, change-in-terms notices, privacy disclosures, Fee
Schedules, or transaction notices and alerts to any of you at the
last address on file for your account or with any periodic statement
we send.

Contacting you about amendments to this Account Agreement: You
agree that we may communicate amendments to this Account
Agreement by delivering or mailing a notice or an amended
Account Agreement to any of you. We may deliver such notices,
account information, or amendments electronically if you have agreed to communicate with the Bank electronically.

Where we send statements and notices: Statements and notices are normally sent to the last address (or email address) listed with us for your account or service.

When we consider a communication received by you: Information or notices sent to any account Owner or authorized signer shall be deemed sent to and received by all account Owners and authorized signers.

If you do not receive your statement: Please notify us promptly if you do not receive your statement by the date you normally would expect to receive it.

What happens if we hold a statement: If we hold a statement or notice at your request or because you fail to provide us with a current address, it will be considered delivered to you when it is prepared (if we’re holding a statement for you), mailed (if it’s returned in the mail), or made available to you in some other way (e.g., at a website or email address if you have agreed to electronic communications). We may hold statements if the post office notifies us that your mail is undeliverable. At our discretion, we may destroy mail that is returned to us or determined to be undeliverable.

How you must notify us: You must mail or deliver all notices to us in writing at the address indicated on your statement or at such other address(es) as we designate (e.g., in connection with a service). Notices sent elsewhere may be delayed or may not reach the correct office.

Compliance with Applicable Law

What you agree to: 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. You may not use your account or any account-related service to process Internet gambling transactions or conduct any activity that would violate applicable law.

What happens if we suspect illegal activity: If we are uncertain regarding the legality of any transaction, we may refuse the transaction or freeze the amount in question while we investigate the matter.

Conflicting Claims to Account Ownership or Control

What types of disputes or problems can affect an account:
- If there is any uncertainty about the ownership of an account or its funds, or there are conflicting demands over its ownership or control
- If we are unable to determine any person’s authority to give us instructions
- If there is suspected financial abuse of an elder or dependent adult, and Adult Protective Services or any similar state or local agency requests us to freeze the account or reject a transaction
- If we believe a transaction may be fraudulent or may violate any law

What we may do (at our sole discretion):

1. We may freeze the account and refuse transactions until we receive written proof (in a form and substance satisfactory to us) of each person’s right and authority over the account and its funds.
2. We may refuse transactions and return checks, marked “Refer to Maker” (or similar language).
3. We may require the signatures of all owners or authorized signers when they withdraw any funds, close an account, or make any change in the account—regardless of the number of authorized signers on the account.
4. We may request instructions from a court of competent jurisdiction at your expense regarding the account or transaction.
5. We may continue to honor checks and other instructions given to us by persons who, based on our records, appear as authorized signers.

Something to keep in mind: Although we have the right to proceed in the ways outlined above, understand that this does not impose an obligation on us to act on these rights or to deny a transaction.

Consent for Us to Collect Information

About your credit information: You authorize us to obtain information from time to time regarding your credit history from credit reporting agencies and other third parties.

About your address information: You authorize us to obtain address information from the California Department of Motor Vehicles or any other government agency. As such, you waive your rights under California Vehicle Code §1808.21 (or the equivalent).

Cutoff Hours

Instructions received by us on a weekend or a federal holiday, or after our cutoff hour on a Business Day, may be treated and acted upon by us as if received on the next Business Day (see also Check Processing Cutoff Hour).

Death or Legally Declared Incompetence

When to notify us: You agree to notify us immediately of the death or court-declared incompetence of any Owner, authorized signer, or designated beneficiary on your account.

How we may proceed:
- We may disregard any notice of incompetence unless the person in question has been declared incompetent by a court of appropriate jurisdiction and we receive written notice and instructions from the court regarding the account.
- We may freeze, offset, refuse, and/or reverse deposits and transactions (e.g., governmental or retirement benefit payments payable to the Owner) if that person dies or is judged incompetent.
What other Owners are responsible for: If we are obligated to return funds removed from the account following the death or incompetence of any Owner, the other Owners agree to reimburse us for the amount.

If the account is held legally with other Owners:

- **Joint Tenancy** — If your account ownership records indicate Joint Tenancy, when any Owner dies, the deceased Owner's share passes automatically to the surviving Owner(s) unless there is clear and convincing evidence of a different intent on the signature card.
- **Pay on Death and Totten Trust (“In trust for”)** — These accounts pass automatically (and in equal shares unless otherwise indicated in our records) to the named beneficiaries who survive the last surviving Owner.

If there are questions regarding ownership: If we have any question as to 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.

Deposit Insurance

Union Bank accounts are insured to the regulatory limits by the Federal Deposit Insurance Corporation (FDIC). Any deposits (including time deposits) that you maintain in the same capacity directly with Union Bank or through an intermediary (such as with us or another broker) will be aggregated with deposits in your deposit accounts at Union Bank for purposes of the maximum applicable FDIC deposit insurance amount. 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. You are responsible for monitoring the total amount of deposits that you have with Union Bank in order to determine the extent of FDIC deposit insurance coverage available to you.

If you’d like more detailed information about FDIC insurance:

- **WRITE:** FDIC  
  550 17th Street, N.W.  
  Washington, D.C. 20429

- **CALL:** 1-877-275-3342

- **TDD:** 1-800-925-4618

  FDIC hours of operation:  
  Monday–Friday, 8:00 a.m.–8:00 p.m. (Eastern Time)  
  Saturday–Sunday, 9:00 a.m.–5:00 p.m. (Eastern Time)

- **VISIT:** www.fdic.gov or www.fdic.gov/EDIE

Facsimile Signatures

What we require for their use: You agree not to use facsimile signatures on checks unless you provide us with representative samples and we approve their use.

About paying facsimile Items: We may refuse to accept or may pay Items bearing facsimile signatures at our discretion.

What you’re responsible for:

- You agree to assume full responsibility for any and all payments made by us when we rely on signatures that resemble the actual or facsimile signature(s) you provided (without regard to variation in color or size) in connection with your accounts or services.
- You authorize us to pay any check that appears to bear your authorized facsimile signature, without further inquiry.
- You agree to indemnify, defend, and hold us harmless from any and all actions, claims, losses, damages, liabilities, and expenses (including attorneys' fees) arising directly or indirectly from the misuse or the unlawful or unauthorized use or copying of facsimile signatures (whether affixed manually, by stamp, mechanically, electronically, or otherwise).

Fax, Voice Mail, and Email

We generally do not accept instructions received by fax transmission, voice mail, or email. Please note that we may not review your message until the Business Day after we receive it. Keep in mind that if you need to contact us regarding time-sensitive information, it may not be appropriate to use these methods of communication.
Forces Beyond Our Control (Force Majeure)

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

Governing Law

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

Inactive Accounts

What happens when we classify an account as inactive: If we determine an account has been inactive for a period of time, we can classify the account internally as “inactive.” For security reasons, if you have no transactions on your account for a period of time, and if we cannot reach you in a timely fashion to confirm a new transaction has been authorized by you, we may refuse a withdrawal or transfer from that account.

About service charges for inactive accounts: Service charges for inactive accounts are the same as service charges for active accounts. Charges are not reimbursed for inactive accounts that are later reclassified as “active.”

What happens to the funds in an inactive account: If no activity occurs in the account or you fail to communicate with us regarding your account within the time period specified by state law, we may transfer (escheat) your property to the appropriate state. If funds are transferred to the state, you may file a claim with the state to recover the funds.

About fees on an inactive account: We may impose a fee for sending an inactive account notice to you prior to transferring the funds to the state.

Indemnification

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

International Transactions

Union Bank offers foreign exchange services, including basic spot purchases, wire payment services, Foreign Currency Demand Accounts (FCDAs), and Foreign Currency Time Deposits (FCTDs).

Transactions processed in foreign currency denominations are subject to daily changes in exchange rate. When Union Bank converts a transaction, we may determine in our discretion the currency exchange rate and then assign that currency exchange rate to your transaction without notice to you. You agree to this procedure and accept our determination of the currency exchange rate.

We may consider many factors in setting our currency exchange rates. Some of these factors are exchange rates set by others, our desired rates of return, market risk, and credit risk. We are not responsible for any liability you may incur if our currency exchange rates are different from rates 1) offered or reported by third parties; 2) offered by us at a different time, at a different location or for a different transaction amount; or 3) that involve different payment media (such as bank notes, checks, and wire transfers). You acknowledge that:

- Our currency exchange rates for retail and commercial transactions, and for transactions effected after our regular business hours or on weekends, are different (and usually less favorable to you) from the exchange rates for large interbank transactions effected during a Business Day (the rates reported in The Wall Street Journal or elsewhere are usually for large interbank transactions);
- Currency exchange rates offered by other dealers or shown at other sources (including online sources) may be different from our rates; and
- Currency exchange rates can be highly volatile and may change frequently during a day.

You assume all risks relating to or arising from fluctuations in the exchange rates between currencies.

If for any reason the transfer is returned, you agree to accept the refund in United States dollars in the amount of the foreign currency credit, based on the current buying rate of the bank converting the currency to United States dollars on the date of refund, less any charges and expenses we incurred, and our commission for making the exchange.

Additionally, foreign transactions are often subject to fees assessed by foreign banks and their correspondent banks, and they may be processed and returned based on local laws and practices. Union Bank has no control over those conditions, and you authorize Union Bank to process any resulting charges or credits to your account.

For further information on specific foreign exchange services including additional risks, restrictions, and other requirements, please contact the Global Capital Markets Foreign Exchange Department at 213-236-6943.

Legal Process

We may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant, or other legal process that we believe (correctly or otherwise) to be valid.
We may notify you of such process by telephone, electronically, or in writing. If we are not fully reimbursed for our record research, photocopying, and handling costs by the party that served the process, we may charge such costs to your account, in addition to our minimum legal process fee. You agree to reimburse us for any cost or expense, including attorneys’ fees, that we incur in responding to legal process related to your accounts.

We may not pay interest on any funds we hold or set aside in response to legal process. You agree that we may honor legal process that is served personally or by mail, email, or facsimile transmission at any of our offices (including locations other than where the funds, records, or property sought are held), even if the law requires personal delivery at the office where your account or records are maintained. You acknowledge that accounts opened with trust or fiduciary designations (e.g., “XYZ, Inc.—Client Trust Account”) may be subject to levies and other legal process against your property unless our records clearly reflect the existence of an express written trust or court order.

Limitation on Time to Bring Action

Unless otherwise required by law, an action or proceeding by you to enforce an obligation, duty, or right arising under this Account Agreement or by law with respect to your account or any account service must be commenced no later than 1 year after the day the cause of action occurs.

New Account Verification

We may use a third-party service 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.

Overdrafts

It is your responsibility to make sure that your account contains sufficient Available Funds at the time you make a withdrawal transaction of any kind. If you are uncertain of your Available Balance, please contact us or check your account balance online.

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

Each account Owner is jointly and severally responsible for paying any overdrafts created by an authorized signer(s) or party to the account, whether or not the Owner participates in the transaction or benefits from its proceeds.

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.

Overdraft Fee (NSF Item Paid or NSF Item Returned Fees) – We may charge you a fee regardless of whether we authorize, pay, or return an Item. We may assess this fee for each Item we authorize, pay, or return when your ending Available Balance is overdrawn by $5 or more. See applicable Fee Schedule.

Continued Overdraft Fee – If you overdraw your account and do not deposit funds to cover any overdraft amount by the 7th calendar day that your account has been continuously overdrawn, we will charge you a continued overdraft fee. For this purpose, the 1st day is the day the overdraft occurred. We will charge this fee for each Business Day that the account remains overdrawn for up to 5 Business Days from the 7th calendar day. If you make a deposit sufficient to cover the overdraft on a Business Day at one of our banking offices or ATMs before the posted cutoff time, no fee is charged for that Business Day. See applicable Fee Schedule.

Overdraft Protection – We offer overdraft protection services that may protect your account against overdrafts in the event you do not have sufficient Available Funds to cover an Item authorized or presented for payment. These services may be less costly than paying overdraft fees.

Deposit Overdraft Protection: With this service, you authorize the Bank to make automatic transfers from your eligible checking, savings, or money market account (“Overdraft Protection Account”) to your linked checking account to cover Items authorized or presented for payment against nonsufficient funds. Only one Overdraft Protection Account may be linked to a checking account. For savings and money market accounts, these automatic transfers are considered “limited transactions,” and each transfer is counted as 1 of the 6 transfers from a savings or money market account allowed per monthly statement period (money market accounts) or calendar month (savings accounts or money market accounts when the statement period date was requested to be on a specific day) per federal regulation. (See the USING YOUR ACCOUNT section, Withdrawals subsection, under Transaction Limitation for Savings and Money Market Accounts.) “Limited transaction” restrictions do not apply to checking accounts.

Each day a transfer occurs from your Overdraft Protection Account to cover Items presented against nonsufficient funds, we will immediately charge a Deposit Overdraft Protection Daily Transfer Fee (“Transfer Fee”) to your linked checking account. Transfers are made in the exact amount to cover the shortfall in Available Funds. Transfers will only be processed if at least one entire Item plus the Transfer Fee can be covered. See applicable Fee Schedule. Your Overdraft Protection Account balance may be reduced to as low as $1, unless you specify a different balance amount.

If, on the day Items are authorized or presented for a payment, you do not have sufficient Available Funds in your combined linked checking account and Overdraft Protection Account to cover an
entire Item plus the Transfer Fee, no automatic transfer will be made that day, and your linked checking account will be subject to an overdraft fee. If the account remains overdrawn and any funds become available in the Overdraft Protection Account on a later date, we will transfer funds from your Overdraft Protection Account to cover or partially cover the overdraft and any overdraft fees. No Transfer Fee will be charged.

If you are enrolled in multiple overdraft protection and/or overdraft coverage services, see the Overdraft Protection and Overdraft Coverage Services Processing Order section below.

Deposit Overdraft Protection is not available for Kidz Savings, Portfolio Connection, Electronic Transfer Accounts, and Union Bank Access Accounts. Teen Savings may qualify only if jointly owned by an adult.

**Cash Reserve Account**: This is a revolving line of credit available to customers meeting certain credit requirements. With this account, you authorize us to make automatic advances from your Cash Reserve Account to cover Items authorized or presented for payment against nonsufficient funds in your linked checking account. You can also withdraw cash by making advances directly from your Cash Reserve Account. Advances made by us or you can be made up to your available Cash Reserve Account limit. Repayment calculations are determined in accordance with our Cash Reserve Account Agreement and Disclosure Statement.

If, on the day Items are authorized or presented for payment, you do not have sufficient Available Funds in your combined linked checking and Cash Reserve Accounts to cover an entire Item plus the Cash Reserve Transfer Fee, no automatic transfer will be made that day and your linked checking account will be subject to an overdraft fee. If the account remains overdrawn and any funds become available in the Cash Reserve Account on a later date, we will transfer funds from your Cash Reserve Account to cover or partially cover the overdraft and any overdraft fees. No Cash Reserve Transfer Fee will be charged.

If you are enrolled in multiple overdraft protection and/or overdraft coverage services, see the Overdraft Protection and Overdraft Coverage Services Processing Order section below.

Cash Reserve is not available for Teen Access®, Electronic Transfer Accounts, and Union Bank Access Accounts.

**Overdraft Protection Linked to a Credit Card**: A Union Bank consumer credit card issued by First Bankcard, a division of First National Bank of Omaha (FNBO), may be linked to an eligible Union Bank checking account for the purposes of covering transactions presented for payment against nonsufficient funds. We will not authorize transactions requiring real-time authorization (such as ATM withdrawals, ATM or Debit Card purchases, and cash withdrawals in a Union Bank branch) using this service. If you attempt a transaction requiring real-time authorization and there are not sufficient Available Funds in the linked checking account, the transaction will be declined. You must apply for a Union Bank credit card in order to use this service, which is subject to credit approval by FNBO. Activation of the overdraft protection service may take up to 10 Business Days following the approval of a new credit card account; for customers with an existing open credit card account, it may take up to 10 Business Days from the initial request to enroll in the overdraft protection service.

Each Business Day that we determine that your linked checking account is overdrawn by any amount, you authorize us to make an overdraft transfer equal to a) $50, or b) the next highest multiple of $50 that will equal or exceed the linked checking account overdraft, as determined by us. For example, if we determine that your linked checking account is overdrawn by $125, you understand and agree that we may automatically make an overdraft transfer of $150 from your Union Bank credit card for deposit to your linked checking account. We will make transfers only once each Business Day.

Transfers will only be processed if at least one Item can be covered by the transferred amount. Any negative balance from a previous Business Day will not trigger a transfer unless another eligible Item is presented for payment and there is a sufficient Available Balance on the credit card account to cover at least that additional Item. When enrolling in overdraft protection linked to a credit card account, you will not be covered by the overdraft coverage service, which means that if you do not have sufficient Available Funds in your credit card account to cover all Items, your linked checking account will be subject to an overdraft fee for any uncovered Items. A Cash Reserve Transfer Fee will be charged to the credit card account and appear on your credit card statement. The total transfer amount will appear on the linked checking account statement each day a transfer is made. Only one checking account may be linked to one credit card account, and both accounts must have a common Owner. If your linked checking account is changed to a closed status for any reason, we may terminate the overdraft protection link to the credit card account without notice.

If you are enrolled in multiple overdraft protection and/or overdraft coverage services, see the Overdraft Protection and Overdraft Coverage Services Processing Order section below. Only consumer Union Bank credit cards are eligible for enrollment in this service. For complete details, refer to your Cardmember Agreement and Rates and Terms Schedule or the credit card Summary of Credit Terms.

Overdraft protection linked to a credit card is not available for Teen Access, Electronic Transfer Accounts, and Union Bank Access Accounts.

**Overdraft Coverage** - Authorization or payment of an Item is always at the Bank’s discretion, and we reserve the right not to authorize or pay. Whether we authorize or pay an Item depends upon several factors, including your account-related behavior. For example, we typically do not authorize or pay Items if your account is not in good standing or you are not making regular deposits. We may
not authorize or pay Items on new accounts for approximately 30 calendar days after the date of account opening. We also will not authorize or pay Items on accounts linked with a Cash Reserve Account or a Union Bank credit card account, or on savings accounts, Teen Access accounts, Electronic Transfer Accounts, or Union Bank Access Accounts.

**Debit Card Overdraft Coverage:** You must enroll in this service. With Debit Card Overdraft Coverage, we may, at our discretion, authorize an ATM withdrawal or purchase or a one-time Debit Card transaction, up to your daily card limit, if you do not have sufficient Available Funds in your account to cover the transaction. You may enroll, cancel, and/or reenroll in this service at any time through Online Banking or by contacting us. We will provide you with confirmation of any enrollment or reenrollment. If you choose not to enroll or you enroll and then cancel this service and do not have sufficient Available Funds in your account to cover an ATM or one-time Debit Card transaction, we will reject the transaction at the ATM or point of sale. We will not charge you overdraft fees on a rejected card transaction. Debit Card Overdraft Coverage is only available if you also have **Standard Overdraft Coverage for Other Types of Transactions** (see below).

**Standard Overdraft Coverage for Other Types of Transactions:**
You are automatically enrolled after approximately 30 calendar days after account opening. However, enrollment does not guarantee overdraft payments. Under this service, we may, at our discretion, pay checks, bill payments, ACH debits, recurring Debit Card transactions (such as a gym membership), and Items other than ATM or one-time Debit Card transactions if you do not have sufficient Available Funds in your account to cover the Item. Eligible accounts will automatically be enrolled in this service unless you tell us otherwise.

You may cancel this service at any time by contacting us. If you cancel this service and you do not have sufficient Available Funds in your account to cover an Item, we will return the Item and charge you an overdraft fee (see the applicable **Fee Schedule**). You may incur additional fees from the merchant or payee. Cancellation of this service will also cancel your enrollment in Debit Card Overdraft Coverage, if applicable.

**Overdraft Protection and Overdraft Coverage Services Processing Order** - Depending upon the overdraft protection and/or overdraft coverage services linked to your account, Items will be covered first by Deposit Overdraft Protection, then by the Cash Reserve Account, then by Credit Card Overdraft Protection, and finally by Standard Overdraft Coverage or Debit Card Overdraft Coverage, as applicable.

**“Pay-on-Death” Account**

*What this account provides for:* Upon death of the Owner (or Owners with a joint account) the account passes to the designated beneficiaries. During their lifetime, the Owner(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 Owner, the account funds pass to the surviving beneficiaries.

*About multiple beneficiaries:* If there is more than 1 surviving beneficiary, each will receive an equal share of the funds, unless we have been instructed otherwise by the Owner(s) in writing.

*About changing beneficiaries:* The Owner(s) may change beneficiaries during their lifetimes by updating our account documentation. Owners should keep us informed about each beneficiary’s address.

**Photocopies**

*Why photocopies are used:* Checks and other Items are sometimes lost during processing or while in transit.

*What happens if a photocopy is used:* If a photocopy of a check or other Item 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 Item has been lost or destroyed.

*About our liability:* We will not incur any liability in the event the original Item is later presented to and paid by us, unless a stop payment order is in effect for the check.

**Power of Attorney**

Any Owner may appoint an attorney-in-fact for an account and may revoke a power of attorney. This does not include the Owner acting only in a fiduciary capacity unless specifically authorized. You should notify us in advance if you plan to create a power of attorney involving your account. Upon request, we may provide you with a Uniform Statutory Form Power of Attorney that complies with state law. We may refuse to accept other forms of powers of attorney, however, with or without cause.

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 (s)he acts for your benefit.

**Privacy and Release of Information to Others**

When periodic statements are combined, whether or not at your request, you agree that copies of those statements, which include information on other accounts and services, may be provided to any Owner or person designated as an Owner.

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

**Purchase of Monetary Instruments**

Cashier’s checks, money orders, or travelers checks (monetary instruments) sold by the Bank may be purchased only with a check drawn on or a debit to a Union Bank transaction account. We may refuse to permit a purchase with cash. In other words, cash must first be deposited into a Union Bank transaction account to purchase a monetary instrument. Customers with nontransactional deposit accounts, such as time deposits or IRAs, should speak to an officer for special processing of their transaction.

**Returned Items or Transactions**

If we are notified that an Item you cashed or deposited is being returned unpaid, we may attempt to re-clear the Item, place a hold on the funds in question (see the Funds Availability section), or charge your account for the amount (and any interest earned on it), whether or not the return or notice of nonpayment is proper or timely. This also applies to checks drawn on us that are not paid for any reason, and to checks and other transactions that are returned or charged back to us in accordance with any law, regulation, funds transfer system, or clearinghouse rule. We may assess a fee for each returned Item/transaction and notify you of the return in person, by phone, electronically, or in writing.

If we receive an affidavit or a declaration under penalty of perjury stating that an endorsement on an Item deposited to your account is forged, that the Item contains an alteration, or that there has been a breach of warranty in connection with any Item or transaction, we may charge the Item or transaction back against your account or place a hold on the funds pending an investigation, without prior notice to you.

**Returned Item Services –**

Please note that we may charge a fee for each of these services:

**Automatic Re-Clear:** An automatic re-clear occurs when we send a returned Item to the bank on which it is drawn a 2nd time in an attempt to obtain payment. You can set a maximum amount and have all checks under that amount automatically re-clear, or you can have all checks automatically re-clear. This service requires approval from your branch, which may discontinue the service at any time with notice to you. The standard Returned Deposited Item fee does not apply to this service.

**Endorsement Guarantee and Re-Clear:** If you deposit a check with a missing endorsement, the paying bank may return the check unpaid. If we determine that you cashed the check or deposited it to your account, we will provide the missing endorsement, guarantee the endorsement, and automatically re-clear the check.

**Duplicate Notice Sent Either to Your Primary Address or to an Alternate Address:** We can send you a notice of returned Items, and also send an additional notice with the actual returned checks to an alternate address.

**Charge Returned Items and Fees to an Alternate Account:** We can charge the amount of the returned Items and associated fees to an alternate account of your choice.

**Safe Deposit Box Service**

Certain branches offer safe deposit box services. Your use of these services is governed by the Safe Deposit Box Renter Agreement. Box size and availability may vary by location. There may be a fee associated with this service. We rent safe deposit boxes only to customers who maintain a deposit account with us. If you close your only deposit account with us, we will ask you to close out your safe deposit box.

Please let us know if you are an active duty servicemember; you may have additional rights.

Safe deposit box contents are not FDIC insured. If you wish to insure the contents of your safe deposit box, you must obtain the coverage on your own. Union Bank and the FDIC do not act as an insurer of the contents of a safe deposit box.

**Security Interest**

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

**Services for Disabled Customers**

It is important that all of our customers feel comfortable banking with us and that they can effectively communicate with us whenever they need to. That’s why Union Bank provides several aids to help our customers with hearing, vision, or speech impairments or other disabilities. Please contact any branch for information regarding guideline checks, specially formatted materials, and telephone services for the visually impaired; telecommunication devices for the hearing impaired; and other accommodations available to help customers with special needs.

**Setoff**

We may charge or set off funds in your account for any direct, indirect, and/or acquired obligations that any Owner owes us now.
and/or in the future, regardless of the source of the funds in the account, to the fullest extent permitted by law. This provision does not apply to IRA or tax-qualified retirement accounts, to consumer credit card obligations, or where otherwise prohibited by law.

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

**Stale-Dated (Old) Checks**
If a check is presented to us for payment more than 6 months after it is written/dated (a “stale-dated check”), we may pay or reject the 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.

**Statements and Notices**
*About combined statements:* You may request, and we may require, combined statements if you have more than 1 eligible account with us. You may designate up to 20 checking, savings, and money market accounts to appear on 1 comprehensive monthly statement with your designated primary checking account. In order for accounts to be combined into 1 statement, 1 Owner of the primary checking account also must be an Owner of each of the combined accounts.

*Cutoff dates for combined statements:* All accounts combined for 1 statement will have the same monthly cutoff date.

*Delivery options for combined statements:* You may choose the “online statement” or “paper statement” option for your primary checking account. If you elect to have 2 or more accounts combined on 1 statement, the statement will be provided on paper to you at the address of your primary checking account.

*Who receives copies of combined statements:* When periodic statements are combined, whether or not at your request, copies of the combined statement may be provided to any of you or any other person authorized by an Owner.

*About special statement services:* The following special statement services are available. Please note that we may charge a fee for some of these statement services.

- **Snapshot Statement**—Lists all activity for your account since the beginning of the statement period; ordered through Telephone Banking or at a branch
- **ATM Mini-Statement (last 10 transactions)**—Lists the last 10 transactions of any type for the account you select
- **ATM Mini-Statement (last 10 card transactions)**—Lists the last 10 transactions made with the ATM Card or Debit Card for the account you select
- **Will Call**—Statement held at a branch for your pickup
- **Multiple statement originals** (up to 4 duplicates per month)
- **Overnight or express courier**

**Reviewing notices and statements:** If we provide you with a notice or statement, electronically or otherwise, you are responsible for promptly and carefully reviewing it to determine if any errors or problems exist (see the Unauthorized Transactions and Errors section). You agree to notify us immediately of any error, discrepancy, or unauthorized transaction you discover on any statement, notice, or check. If you fail to do so, you may be responsible for the losses resulting from such failure.

**Stop Payment Orders**

*Who can request a stop payment:* Any Owner or authorized signer on your account may request us to stop payment on a check or transaction.

*What you need to do to stop payment:* Your stop payment order must include the account number, check number, exact amount (dollars and cents), check or transaction date, and the name of the payee. We will not be liable for paying a check or transaction over a stop payment order if the order is incomplete or incorrect. We must receive stop payment orders at a time and in a manner that affords us a reasonable opportunity to act upon them.

*About fees and limitations:* There is a per check/transaction charge for each stop payment order. Stop payment orders are valid for 6 months. After that time, the check may be paid and charged to your account unless you renew the stop payment order for an additional fee. ACH stop payment orders are valid either until the account holder requests the removal of the order or after the identified Item has been returned.

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

*Which transactions cannot have a stop payment issued:* You may not stop payment on Debit Card transactions or cashier’s checks. Under certain circumstances, however, you may be able to claim a refund on lost, stolen, or destroyed cashier’s checks no less than 90 days following the date they were issued.

*Please note:* Electronic stop payment requests (through our Online Banking Service) may not be effective in stopping the payment of checks that have been posted to, but not finally paid from, your account on the preceding day. In order to prevent those checks from being paid, you must contact one of our Bank representatives in person, by telephone, or in writing within 1 hour after we open on the day following the day we post the Items to your account.

*How to stop payment on remotely created checks:* You should contact a Bank representative if you wish to stop payment of a check that has been converted to an electronic transaction by a merchant.
Electronic transactions are often processed on the same day and cannot be stopped with a regular stop payment order.

Subaccounts

**Why subaccounts are created:** For regulatory reporting and reserve purposes, we divide checking accounts into 2 subaccounts: a checking subaccount and a savings subaccount. If your checking account earns interest, we will pay the same interest rate on both subaccounts. If it does not earn interest, no interest will be paid on either subaccount. In either case, your account will continue to operate, from your perspective, as 1 account. We may establish a threshold for the balance maintained in the checking subaccount and may transfer funds periodically from 1 subaccount to the other to meet that threshold and cover transactions against your account.

**Subaccounts do not affect the way you use 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, or other features of your checking account. You agree that we may treat the subaccounts as 1 and the same account if we receive a levy, subpoena, or other legal process regarding either subaccount or your checking account.

Tax Reporting

We may report to you and to the Internal Revenue Service (IRS) interest and other payments (i.e., paid rewards or promotional bonuses) you receive during the year. All paid interest or other payments made during the year will be aggregated for reporting purposes.

Telephone and Electronic Communication Monitoring or Recording

We’re always working to help make your banking experience better. So for quality control and security purposes, we may monitor telephone conversations and electronic communications. We do not record telephone conversations without notice to you.

Termination or Closing Your Account

**How you can close your account:** Any Owner or authorized signer may close your account at any time, with or without cause. We are not required to provide notice of such closure to the other Owners or authorized signers.

**How we may close your account:** We may automatically close your account if the account balance is zero. We also may terminate your account relationship with us at any time, with or without cause, by giving oral, electronic, or written notice to any of you.

**What happens to your Available Funds:** If the funds are not withdrawn, we may send a check for the collected account balance to any of you at the last address we have on file for the account. Thereafter, the funds will stop earning interest (even if the check is returned or remains uncashed for any reason).

**What happens with your outstanding transactions:** We may dishonor any Item or transaction presented for payment after an account is closed. At our sole discretion, we may honor Items presented or occurring after an account is closed if the transaction is guaranteed by us to third parties (or as part of an electronic funds transfer arrangement) or you fail to give us a timely stop payment order for any outstanding checks. You remain responsible for such Items and transactions, which may be treated as overdrafts.

**What fees are charged:** If you decide to close your account, your account may be subject to prorated service charges for the partial period of service between the last statement cycle date and the date of account closure.

Transferring or Assigning Rights to Your Account

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

Unauthorized Transactions and Errors

If you discover an error, forgery, alteration, or other unauthorized activity involving your account, you must notify us immediately by telephone. Also, promptly notify us thereafter in writing of the relevant facts, including a description of the transaction or error and the identity of any person you suspect may be involved with unauthorized activity. You agree to maintain a current check register and to carefully and promptly review all statements and notices we send or make available to you.

You are in the best position to discover and report any errors or unauthorized transactions involving your account. If you fail to notify us within a reasonable time (not exceeding 30 days after your statement date) of an unauthorized signature, alteration, forgery, counterfeit check, or other unauthorized transaction involving any of your accounts, we will not be responsible for subsequent unauthorized transactions by the same wrongdoer.

Without regard to care or lack of care of either you or us, if you do not discover and report an error or an unauthorized signature, alteration, forgery, counterfeit check, or other unauthorized debit to your account within 6 months after the date of your statement or the date the information about the Item or transaction is made available to you, whichever is earlier, you are precluded from asserting the error or unauthorized transaction against us.

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

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

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

(Please note: Different notice and liability rules apply to substitute checks and certain electronic funds transfers. See the Substitute Checks and Electronic Funds Transfers sections.)

Waivers

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

Withholding of Income Tax

When we must withhold funds for taxes: Unless you are exempt under federal law, we are required to withhold a portion of your taxable interest and certain other payments (this is referred to as backup withholding) if you fail to supply us, under penalties of perjury, with your correct taxpayer identification number (TIN); you fail to provide us with the required certified information; the IRS instructs us to withhold; or the IRS notifies you that you are subject to backup withholding.

What tax information you must provide: You must provide your TIN whether or not you are required to file a tax return. You also must certify that you are not subject to backup withholding.

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

What happens if you don’t provide your TIN: We may refuse to open, and we may close, any account for which you do not provide a certified TIN, even if you are exempt from backup withholding and information reporting. To avoid possible erroneous backup withholding, an exempt payee should furnish its TIN and indicate on the signature card that it is exempt. You may be subject to civil and criminal penalties if you fail to provide us with a correct TIN or falsify information with respect to withholding. For additional information on interest reporting and withholding, contact your tax advisor or the IRS.

What to do if you have exempt status: Nonresident aliens or foreign entities not subject to information reporting must certify their exempt status by completing an appropriate IRS certification form (e.g., W-8 BEN). Nonresident aliens may be required to certify their exempt status every 3 years (or earlier upon request) to avoid backup withholding.
# 2014 Personal Accounts Fee Schedule—California

For additional details about an account or service, please refer to our All About Personal Accounts & Services Disclosure and Agreement and applicable Simply Stated Product Guide.

## Checking Accounts

<table>
<thead>
<tr>
<th>Service</th>
<th>With Online Statement</th>
<th>With Paper Statement</th>
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</thead>
<tbody>
<tr>
<td>Ready to Go® Checking 1</td>
<td>$8.00</td>
<td>$8.00</td>
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<tr>
<td>Banking By Design® 1</td>
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## Savings Accounts

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<th>Service</th>
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</thead>
<tbody>
<tr>
<td>MoneyMarket 1</td>
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<tr>
<td>High Rate MoneyMarket® 1</td>
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<tr>
<td>Regular Savings 1</td>
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<tr>
<td>Union Bank Preferred Savings® 1</td>
<td>$15.00</td>
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<tr>
<td>Kidz Savings</td>
<td>None</td>
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<tr>
<td>Teen Savings</td>
<td>None</td>
</tr>
<tr>
<td>Nest Egg Savings 1, 4</td>
<td>$4.00</td>
</tr>
</tbody>
</table>

**Excess Activity Charge** for each limited transaction in excess of 6 each monthly statement period (money market accounts) or calendar month (savings accounts or money market accounts when the statement period date was requested on a specific day); includes telephone, online, and Deposit Overdraft Protection transfers.

$15.00

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1 Please refer to the applicable Simply Stated Product Guide for ways to avoid the monthly service charge.

2 Paper statement is an added feature cost of $1 per month.

3 $1 discount with online-only statement.

4 One free withdrawal per year permitted on or after the anniversary date of account opening; $2 charge for each withdrawal thereafter.
Overdrafts and Returned Items

Overdraft Fees
Charged whether an Item is paid (NSF Item Paid) or returned (NSF Item Returned) when there is not enough money in the account or through your Overdraft Protection Service.

<table>
<thead>
<tr>
<th>Per Item</th>
<th>$33.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>No more than 5 Items will be subject to an overdraft fee during a single day (maximum $165.00 per day).</td>
<td></td>
</tr>
<tr>
<td>Accounts charged per day:</td>
<td></td>
</tr>
<tr>
<td>Teen Access, Teen Savings, and Kidz Savings per day an Item is presented</td>
<td>$15.00</td>
</tr>
<tr>
<td>Electronic Transfer Account (ETA) per day an Item is presented</td>
<td>$10.00</td>
</tr>
<tr>
<td>Union Bank Access Account (UBAA)</td>
<td>No Charge</td>
</tr>
<tr>
<td>(Fee(s) not applicable to overdrawn balances less than $5.00.)</td>
<td></td>
</tr>
</tbody>
</table>

Continued Overdraft Fee per Business Day $6.00
(Continued Overdraft Fee is charged beginning on the 7th calendar day that the account is continuously overdrawn for any overdraft amount; $30.00 maximum for each period of continued overdraft. This fee does not apply to Teen Access, Teen Savings, Kidz Savings, UBAA, or ETA accounts.)

Overdraft Protection Transfer Fees

Deposit Overdraft Protection Daily Transfer Fee each $10.00
The Deposit Overdraft Protection Daily Transfer Fee is charged to the linked checking account and reflected on your Union Bank checking statement as “Overdraft Protection Transfer Fee.” This fee does not apply to Priority Banking® or The Private Bank customers.

Credit Overdraft Protection Daily Transfer Fee each $10.00
(Applies to transfers from a Cash Reserve Account or Union Bank credit card.)
The Cash Reserve Overdraft Protection Daily Transfer Fee is charged to the Cash Reserve Account and reflected on your Union Bank Cash Reserve statement as “Cash Reserve Transfer Fee.” This fee does not apply to Priority Banking or The Private Bank customers.

The Union Bank Credit Card Overdraft Protection Daily Transfer Fee is charged to the Union Bank credit card and reflected on your Union Bank credit card statement as “Overdraft Advance Fee.”

ATM Transactions

Non-Union Bank ATMs
When you use your ATM Card or Debit Card at non-Union Bank ATMs, we charge the following fee for each cash withdrawal, transfer, or balance inquiry. The owner or operator of the ATM may also assess a fee.

| Within the U.S. | $2.00 |
| Outside the 50 United States | $5.00 |

ATM Card and Debit Card
ATM and Debit Card Replacement Fee $None
Expedited Card Delivery Fee $25.00
(Fee waived for Signature Banking, Priority Banking, and The Private Bank customers.)
Account Statement Services

Check Images with Paper Statement..................................additional per month $ 3.00
(Monthly charge for check images does not apply to Priority Banking or The Private Bank customers. Check images are not available for ETA or UBAA accounts.)

ATM Mini-Statement.............................................................each $ 1.00
(No charge if there are no transactions to report or for accounts designated as Signature Banking, Priority Banking, Portfolio Connection®, or The Private Bank.)

Snapshot Statement, Will Call Statement............................each $ 5.00
Multiple Statement (maximum 4), Flexible Statement Rendering ................................per month $ 5.00
Statement Sent by Overnight/Express Carrier.....................per request $ 12.00

Services for Accounts with Check Writing Privileges

<table>
<thead>
<tr>
<th>Online Banking</th>
<th>Telephone Banking Direct Service</th>
<th>Telephone Banking Personal Service</th>
<th>Banking Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stop Payment/Postdating Order Fee........$</td>
<td>15.00</td>
<td>15.00</td>
<td>30.00</td>
</tr>
<tr>
<td>Stop Payment Range Fee.................$</td>
<td>N/A</td>
<td>N/A</td>
<td>30.00</td>
</tr>
</tbody>
</table>

Telephone Banking

Telephone Banking Bill Pay Option

Regular Monthly Fee (waived first 3 months)..................per month $ 5.00
Each Payment Over 25 Per Calendar Month..................each $ .40

How to avoid the Regular Monthly Fee:
• If you have enrolled in Online Banking Bill Pay, or
• If you maintain an Average Ledger Balance of $3,000 or a combined balance in primary checking and a designated savings account of $3,000, or
• For Priority Banking and The Private Bank customers.
## Online Transaction Downloads to Personal Financial Management Software

Transaction downloads to personal financial management software, such as Quicken® or QuickBooks®, at no cost when made through online banking. The following fees apply for transaction downloads made by accessing the software directly:

<table>
<thead>
<tr>
<th>Software</th>
<th>Online Account Access</th>
<th>Online Account Access and Bill Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quicken</td>
<td>4.00 per month;*</td>
<td>10.00 per month;*</td>
</tr>
<tr>
<td></td>
<td>0.25 per session</td>
<td>0.40 per payment</td>
</tr>
<tr>
<td></td>
<td>in excess of 10 sessions</td>
<td>in excess of 25 payments</td>
</tr>
<tr>
<td>QuickBooks</td>
<td>11.00 per month;*</td>
<td>18.00 per month;*</td>
</tr>
<tr>
<td></td>
<td>0.75 per session</td>
<td>0.75 per payment</td>
</tr>
<tr>
<td></td>
<td>in excess of 10 sessions</td>
<td>in excess of 20 payments</td>
</tr>
</tbody>
</table>

*Monthly fee waived for Signature Banking, Priority Banking, and The Private Bank customers and for the first month of service for all customers; excess access and excess transaction fees will still apply, except for The Private Bank customers.

## Returned Deposited Items Fees

<table>
<thead>
<tr>
<th>Fee Type</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Returned Deposited Item Fee</td>
<td>$6.00</td>
</tr>
<tr>
<td>Automatic Re-Clear Fee</td>
<td>$2.50</td>
</tr>
</tbody>
</table>

## Miscellaneous Fees

### Copy Services

<table>
<thead>
<tr>
<th>Service</th>
<th>Telephone Banking Direct Service</th>
<th>Telephone Banking Personal Service</th>
<th>Banking Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>Copy of a Check (in excess of 2 per calendar month)</td>
<td>$3.00</td>
<td>$5.00</td>
<td>$5.00</td>
</tr>
<tr>
<td>Copy of a Previous Statement</td>
<td>$3.00</td>
<td>$5.00</td>
<td>$5.00</td>
</tr>
<tr>
<td>Copy of a Deposit Slip or a Deposited Item</td>
<td>N/A</td>
<td>$5.00</td>
<td>$5.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Record Search Research Time</td>
<td>$30.00 per hour</td>
</tr>
</tbody>
</table>

### Other Services

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legal Process Fee</td>
<td>$100.00</td>
</tr>
<tr>
<td>Verification of Deposit (account ratings)</td>
<td>$25.00</td>
</tr>
<tr>
<td>Counter Checks</td>
<td>$1.00</td>
</tr>
<tr>
<td>Medallion Stamp Guarantee</td>
<td>$5.00</td>
</tr>
<tr>
<td>Domestic Collection Fee (incoming and outgoing collections)</td>
<td>$30.00</td>
</tr>
<tr>
<td>International Collection Fee (varies)</td>
<td>$85.00 minimum</td>
</tr>
<tr>
<td>Signature Guarantee</td>
<td>$5.00</td>
</tr>
<tr>
<td>Travelers Cheques</td>
<td>2% of purchase amount</td>
</tr>
</tbody>
</table>
Safe Deposit Box Fees

Safe Deposit Box sizes vary by location. Please contact your local branch for availability, annual and account-related fee information, and certain products/programs offering discounts.

<table>
<thead>
<tr>
<th>Copy and Fax Services</th>
<th>Customer</th>
<th>Non-Customer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Photocopy Service (per page)</td>
<td>$1.00</td>
<td>$1.50</td>
</tr>
<tr>
<td>Sending Faxes (per page)</td>
<td>$2.00</td>
<td>$2.50</td>
</tr>
</tbody>
</table>

Check and Money Order Services

<table>
<thead>
<tr>
<th></th>
<th>Customer</th>
<th>Non-Customer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cashier’s Checks</td>
<td>$10.00</td>
<td>$15.00</td>
</tr>
<tr>
<td>Money Orders</td>
<td>$5.00</td>
<td>N/A</td>
</tr>
</tbody>
</table>

| Union Bank Access Account Money Orders | $1.50 |

Wire Transfer Fees

Foreign or Domestic correspondent bank or other Intermediary bank charges may apply. We may deduct our fees from your account or the amount of the transfer.

<table>
<thead>
<tr>
<th>Incoming Wire Transfer</th>
<th>per wire $14.00</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Outgoing Wire Transfers (Each)</th>
<th>Direct Access</th>
<th>Branch</th>
<th>Customer Service (Phone)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Domestic Wires</td>
<td>$20.00</td>
<td>$25.00</td>
<td>$45.00</td>
</tr>
<tr>
<td>International Wires-Foreign Currency</td>
<td>$30.00</td>
<td>$35.00</td>
<td>$50.00</td>
</tr>
<tr>
<td>International Wires-USD</td>
<td>$40.00</td>
<td>$45.00</td>
<td>$60.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Wire Notification</th>
<th>per wire $10.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fax</td>
<td>$10.00</td>
</tr>
<tr>
<td>Phone</td>
<td>$20.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Internal Book Transfer</th>
<th>per transfer $6.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Access</td>
<td>$6.00</td>
</tr>
<tr>
<td>Branch</td>
<td>$10.00</td>
</tr>
<tr>
<td>Customer Service</td>
<td>$30.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Standing Instructions</th>
<th>each $10.00</th>
</tr>
</thead>
</table>
Important Information About Your Account

This Notice of Change (“Notice”) amends our booklet:

- Personal Accounts Fee Schedule – California & Oregon/Washington

and any other addenda to these disclosures (“Agreements”). We have made the following changes to the Agreements. The provisions of this Notice are effective March 7, 2014.

If there is any discrepancy between this Notice and the Agreements, this Notice shall be controlling. Your continued use of your Union Bank account constitutes your consent to the terms of this Notice.

CHANGES IN PERSONAL ACCOUNTS FEE SCHEDULE

In the Wire Transfer Fees section, the Outgoing Wire Transfers (Each) chart is replaced as follows:

<table>
<thead>
<tr>
<th>Outgoing Wire Transfers (Each)</th>
<th>Direct Access</th>
<th>Branch (In-Person)</th>
<th>Customer Service (Phone)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Domestic Wires ........................................</td>
<td>$20.00</td>
<td>$25.00</td>
<td>$45.00</td>
</tr>
<tr>
<td>International Wires–Foreign Currency $</td>
<td>$35.00</td>
<td>$40.00</td>
<td>$55.00</td>
</tr>
<tr>
<td>International Wires–USD.................................</td>
<td>$45.00</td>
<td>$50.00</td>
<td>$65.00</td>
</tr>
</tbody>
</table>

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Important Information
About Your Account

This Notice of Change ("Notice") amends our documents:

- All About Personal Accounts & Services Disclosure and Agreement
- Personal Accounts Fee Schedule – California, Oregon/Washington

and any other addenda to these disclosures ("Agreements"). We have made the following changes to the Agreements. The provisions of this Notice are effective as of April 21st and May 1st as further stated below.

If there is any discrepancy between this Notice and the Agreements, this Notice shall be controlling. Your continued use of your Union Bank account constitutes your consent to the terms of this Notice.

CHANGES IN ALL ABOUT PERSONAL ACCOUNTS & SERVICES DISCLOSURE AND AGREEMENT

Effective April 21, 2014, in the Electronic Funds Transfers section, Telephone Banking Services subsection, releasing stop payments is no longer offered through Telephone Banking. The following paragraph is deleted in its entirety and replaced as follows:

What our automated services allow you to do:

- Receive account information
- Transfer funds
- Place stop payments
- Order checks
- Notify us of a change of address
- Activate your Debit Card
- Report or replace a lost or stolen ATM Card or Debit Card
- Change your card or Telephone Banking PIN
- Inquire about loan balances and obtain payoff information
- Order copies of checks, deposits, and statements

continued on reverse
Effective April 21, 2014, in the Electronic Funds Transfers section, Telephone Banking Bill Pay Option subsection is removed in its entirety, as the Bank no longer offers Telephone Bill Pay.

Additionally, the following affected paragraphs are replaced to remove references to Telephone Bill Pay:

In the Electronic Funds Transfers section, Telephone Banking Services subsection, the following paragraph is deleted in its entirety and replaced as follows:

What’s the cutoff time for requests: Telephone Banking transfer requests made before 11:45 p.m. (Pacific Time) on a Business Day will be processed on the same day. Any transfer requests made after 11:45 p.m. (Pacific Time) or on a non-Business Day will be processed on the next Business Day.

In the Electronic Funds Transfers section, Telephone Transfers subsection, the following paragraph is added:

Telephone banking help: For services not listed above, you may speak to a Bank representative. If you mail us a request or have questions regarding Telephone Banking, contact us at the address and number on the first page. If you send us a written request regarding a scheduled Telephone Banking transfer or Union Bank payment request, it must reach us at least 3 Business Days before the transaction is scheduled.

CHANGES IN PERSONAL ACCOUNTS FEE SCHEDULE

Effective April 21, 2014, the Telephone Banking section is deleted in its entirety, as the Telephone Banking Bill Pay Option is no longer offered. You may continue to use Telephone Banking for other services, including making Union Bank loan/line payments.

Effective May 1, 2014, the following section and fee is added:

Online Banking

Online Banking Bill Pay

<table>
<thead>
<tr>
<th>Online Bill Pay</th>
<th>$ No Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bill Pay Expedited Payment Fee</td>
<td>each $ 15.00</td>
</tr>
</tbody>
</table>

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Important Information
About Your Account

This Notice of Change (“Notice”) amends our documents:

- All About Personal Accounts & Services Disclosure and Agreement
- Personal Accounts Fee Schedule (California and Oregon/Washington) - correction

and any other addenda to these disclosures (“Agreements”). We have made the following changes to the Agreements. The provisions of this Notice are effective July 21, 2014, as further stated below.

If there is any discrepancy between this Notice and the Agreements, this Notice shall be controlling. Your continued use of your Union Bank account constitutes your consent to the terms of this Notice.

CHANGES IN ALL ABOUT PERSONAL ACCOUNTS & SERVICES DISCLOSURE AND AGREEMENT

Effective July 21, 2014, the Automatic Transfer Service has changed to allow your preauthorized automatic transfers to process even when there are not enough funds in your debit account. Overdrafts and overdraft fees may occur.

The following affected sections are replaced to reflect this change.

In the USING YOUR ACCOUNT section, Electronic Funds Transfers subsection, Automatic Transfer Service is replaced with:

**Automatic Transfer Service** - The Automatic Transfer Service allows you to establish recurring transfers on a fixed daily, weekly, monthly, or quarterly schedule, between a Union Bank checking, money market, or savings account and a Union Bank checking, money market, savings, or IRA account that you own. Recurring transfers can be set up through Online Banking, Telephone Banking Services (see Telephone Banking Services), or a Union Bank branch (restrictions may apply). If the date of the transfer is not a Business Day, the transfer will be made on the following Business Day. These transfers are not considered direct deposits.

Changes or cancellations of recurring transfers established through Online Banking must be made through Online Banking. Changes or cancellation of recurring transfers established through Telephone Banking can be made through Telephone Banking or a branch. Changes or cancellations of recurring transfers established at a branch must be made through the branch by completing a form.
You are responsible to ensure there are sufficient Available Funds in the account being debited on the date of the transfer. If there are insufficient Available Funds, the transfer will be subject to overdraft fees, and overdraft protection transfer fees, if applicable.

Transaction limitations apply to savings and money market accounts. Please refer to the Using Your Account section, Withdrawals subsection, under Transaction Limitation for Savings and Money Market Accounts.

In the ADDITIONAL TERMS AND CONDITIONS section, Overdrafts subsection, under Overdraft Protection, the following paragraphs are replaced:

**Deposit Overdraft Protection:** With this service, you authorize the Bank to make automatic transfers from your eligible checking, savings, or money market account (“Overdraft Protection Account”) to your linked checking account to cover Items (including transfers between checking, savings and money market accounts) authorized or presented for payment against nonsufficient funds. (See the Using Your Account section, Electronic Funds Transfers subsection, under Automatic Transfer Service.) Only one Overdraft Protection Account may be linked to a checking account. For savings and money market accounts, these automatic transfers are considered “limited transactions,” and each transfer is counted as 1 of the 6 transfers from a savings or money market account allowed per monthly statement period (money market accounts) or calendar month (savings accounts or money market accounts when the statement period date was requested to be on a specific day) per federal regulation. (See the Using Your Account section, Withdrawals subsection, under Transaction Limitation for Savings and Money Market Accounts.) “Limited transaction” restrictions do not apply to checking accounts.

**Cash Reserve Account:** This is a revolving line of credit available to customers meeting certain credit requirements. With this account, you authorize us to make automatic advances from your Cash Reserve Account to cover Items (including transfers between checking, savings and money market accounts) authorized or presented for payment against nonsufficient funds in your linked checking account. (See the Using Your Account section, Electronic Funds Transfers subsection, under Automatic Transfer Service.) You can also withdraw cash by making advances directly from your Cash Reserve Account. Advances made by us or you can be made up to your available Cash Reserve Account limit. Repayment calculations are determined in accordance with our Cash Reserve Account Agreement and Disclosure Statement.
Overdraft Protection Linked to a Credit Card: A Union Bank consumer credit card issued by First Bankcard, a division of First National Bank of Omaha (FNBO), may be linked to an eligible Union Bank checking account for the purposes of covering transactions (including transfers between checking, savings and money market accounts) presented for payment against nonsufficient funds. (See the Using Your Account section, Electronic Funds Transfers subsection, under Automatic Transfer Service.) We will not authorize transactions requiring real-time authorization (such as ATM withdrawals, ATM or Debit Card purchases, and cash withdrawals in a Union Bank branch) using this service. If you attempt a transaction requiring real-time authorization and there are not sufficient Available Funds in the linked checking account, the transaction will be declined. You must apply for a Union Bank credit card in order to use this service, which is subject to credit approval by FNBO. Activation of the overdraft protection service may take up to 10 Business Days following the approval of a new credit card account; for customers with an existing open credit card account, it may take up to 10 Business Days from the initial request to enroll in the overdraft protection service.

Effective immediately, the Bank accepts Substitute Checks for deposit under certain circumstances.

The following affected section is replaced to reflect this change.

In the ADDITIONAL TERMS AND CONDITIONS section, Checks subsection, under Substitute Checks, the following paragraph is replaced:

Substitute Checks: A substitute check (as defined in the Check Clearing for the 21st Century Act) may be accepted for deposit only if the Item has been returned unpaid and is being re-deposited. Unless we agree otherwise in writing, our acceptance of such checks shall not obligate us to accept such Items at a later time, and we may cease doing so without prior notice. If we approve the deposit of substitute checks, you agree to indemnify, defend, and hold us harmless from all losses, costs, claims, actions, proceedings, and attorney’s fees that we incur as a result of such checks, including, without limitation, any indemnity or warranty claim that is made against us because a) the check fails to meet the requirements for legal equivalence; b) a claimant makes a duplicate payment based on the original check, the substitute check, or a paper or electronic copy of either; or c) a loss is incurred due to the receipt of the substitute check rather than the original check. Upon our request, you agree to provide us promptly with the original check or a copy that accurately reflects all of the information on the front and back of the original check when it was truncated. We may convert original checks to substitute checks. The information below describes rights you have when you receive substitute checks from us. These rights 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.
CORRECTION TO PERSONAL ACCOUNTS FEE SCHEDULE (California and Oregon/Washington)

Union Bank Online Banking offers consumer customers the ability to send domestic wire transfers for a fee. In the Wire Transfer Fees section, the Outgoing Wire Transfers (Each) chart is replaced as follows:

<table>
<thead>
<tr>
<th>Outgoing Wire Transfers (Each)</th>
<th>Direct Access</th>
<th>Online Banking</th>
<th>Branch (In-Person)</th>
<th>Customer Service (Phone)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Domestic Wires..................................</td>
<td>$20</td>
<td>$20</td>
<td>$25</td>
<td>$45</td>
</tr>
<tr>
<td>International Wires-Foreign Currency..........</td>
<td>$35</td>
<td>—</td>
<td>$40</td>
<td>$55</td>
</tr>
<tr>
<td>International Wires-USD.......................</td>
<td>$45</td>
<td>—</td>
<td>$50</td>
<td>$65</td>
</tr>
</tbody>
</table>

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On July 1, 2014, Union Bank changed its legal name from Union Bank, N.A. to MUFG Union Bank, N.A. Although it’s only the addition of four letters, the change positions us to better leverage the strength and global reach of our parent company, Mitsubishi UFJ Financial Group, Inc. (MUFG; see below to learn more).

Union Bank has been a part of MUFG and its predecessor companies for almost twenty years, and while our legal name is changing, the branches and offices where you do business will continue to carry the Union Bank name. It’s business as usual, as there are no actions you need to take in anticipation of this legal name change; and you will still enjoy the same products and services you have come to expect from us. For more information, please visit unionbank.com/mufgunionbank.

About MUFG

Mitsubishi UFJ Financial Group, Inc. (MUFG) is a family of companies that represents one of the world’s largest and most stable1 financial organizations. Headquartered in Tokyo with approximately ¥258 trillion (JPY) or $2.5 trillion (USD) in assets as of March 31, 2014, over 1,100 offices in over 40 countries, and over 140,000 employees across the globe, it is also one of the best-capitalized financial companies in the world2. MUFG’s vision is to be the world’s most trusted financial group, and Union Bank will continue to strive to exceed expectations and provide strong and stable partnership to our clients, our employees, and our communities in pursuit of that vision.

2 Assets are calculated according to Japanese GAAP. Equivalent U.S. dollar amounts are provided for reference purposes only, based on the final BTMU official Telegraphic Transfer Middle rate on the date of record.

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