

Customer Agreements and Disclosures

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The disclosures below, along with any other documents we give you pertaining to your account(s) is a contract that establishes rules which govern your account(s) with us. Please read this document carefully. If you continue to maintain your account with us, you agree to these rules. We encourage you to ask any questions regarding these terms and conditions.

Banking Product Update

Banking Product Name Changes: CBB to CBC Conversion

As part of the transition from Community Bank of the Bay (CBB) to Commercial Bank of California (CBC), some of our banking product names will be updated to reflect the CBC brand. This document outlines which products will remain the same and which will undergo changes. Our goal is to make this process as seamless as possible for our clients, and we've provided clear details on the changes to help you stay informed. Please review the list below to understand how your banking products will be affected. Don't hesitate to reach out to your relationship manager with any questions!

Previous CBB Reference		New CBC Reference
Checking/Savings/Money Market		
CBB Personal Checking	→	Personal Checking
CBB Interest Checking	→	Interest Checking
CBB Executive Interest Checking		
Community Impact Money Market	→	Unchanged
CBB Relationship Money Market		
CBB Money Market	→	Personal Money Market
Consumer Relationship Money Market		
CBB Business Checking	→	Business Checking
Attorney Client Trust	→	Unchanged
Community Impact Checking	→	Unchanged
CBB Analyzed Checking	→	Business Analyzed Checking
Community Impact Interest Checking	→	Unchanged
Business Relationship Money Market		
CBB Business Money Market	→	Business Money Market
Public Money Market		
Essential Savings	→	Personal Savings
Community Business Savings	→	Business Savings
Certificates of Deposit		
All products are unchanged		
Safe Deposit Boxes		
All products are unchanged		

We're Better Together

Schedule of Fees

Personal Banking Solutions

Effective May 5, 2025



Personal Accounts

PERSONAL CHECKING

Minimum Balance to Open.....	\$100.00
Balance Requirement Fee	\$ 25.00
Charged each month unless the account maintains either a minimum daily balance of \$1,000.00 or an average daily balance of \$2,000.00 during the monthly statement cycle.	

INTEREST CHECKING

Minimum Balance to Open.....	\$2,500.00
Balance Requirement Fee.....	\$ 30.00
Charged each month unless the account maintains either a minimum daily balance of \$2,500.00 or an average daily balance of \$5,000.00 during the monthly statement cycle.	

PERSONAL SAVINGS

Minimum Balance to Open.....	\$500.00
Balance Requirement Fee.....	\$ 20.00
Charged each month unless the account maintains either a minimum daily balance of \$500.00 or an average daily balance of \$1,000.00 during the monthly statement cycle.	
Excessive Activity Fee	No Fee

PERSONAL MONEY MARKET

Minimum Balance to Open.....	\$2,500.00
Balance Requirement Fee.....	\$ 25.00
Charged each month unless the account maintains either a minimum daily balance of \$2,500.00 or an average daily balance of \$5,000.00 during the monthly statement cycle.	
Excessive Activity Fee	No Fee

Schedule of Fees

Account Research (\$60.00 Minimum) – Per Hour	\$ 60.00
Automatic Transfer for Overdraft	\$ 10.00
Cashier's Check	\$ 15.00
Check Cashing Fee (Non-Client)	\$ 15.00
Check Printing (Depending on Style)	Varies
Check Copy	\$ 5.00
Counter Check	\$ 3.00
Debit Card Replacement	\$ 10.00
Deposit Correction or Adjustment Fee.....	\$ 10.00
Collection (Domestic)	\$ 40.00
Collection (Foreign)	\$ 45.00
Dormant Account	\$ 10.00
Early Close Fee (If Within 90 days of Opening)	\$ 50.00
Endorsement Guarantee (Regular)	\$ 20.00
Returned Deposited Item Fee	No Fee

Returned Deposited Item - Redeposit Fee	No Fee
Endorsement Stamps (Depending on Style)	Varies
Legal Processes (Garnishments, Levies, Subpoenas, etc.) ..	\$150.00
Insufficient Funds (Created by Check, In-Person, Withdrawal or Other Electronic Means)	
Per Paid Item	No Fee
Per Returned Item	No Fee
Daily Maximum Insufficient Funds Fee	No Fee
Safe Deposit Rentals (Where Available)	
Annual Rental Fee	Varies
Key Deposit	\$ 50.00
Forced Entry	At Cost
Re-Key	At Cost
Storage of Contents After Non-Payment, Per Month	\$ 25.00
Signature Guarantee (Medallion Guarantee)	\$ 30.00
Statement Copy	\$ 10.00

Schedule of Fees (Cont.)

Stop Payment	\$ 35.00
Stop Payment (Through Online Banking)	\$ 20.00
Stop Payment Renewal	\$ 25.00
Telephone Transfers.....	\$ 10.00
Wire Transfer	
Domestic, Outgoing	\$ 35.00
International, Outgoing	\$ 50.00
Domestic or International, Incoming	\$ 20.00
Wire Drawdown Fee	\$ 35.00
Wire Advice.....	\$ 2.00

Please refer to your personal checking account disclosure for additional information. Transaction limits apply to Personal Savings and Personal Money Market accounts.

When you use an ATM not owned by us, the first eight withdrawals per account per statement cycle are free; thereafter, you may be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

Locations

IRVINE CORPORATE HEADQUARTERS

19752 MacArthur Boulevard, Suite 100
Irvine, CA 92612
(714) 431-7000

LA REGIONAL HEADQUARTERS

915 Wilshire Blvd., Suite 1000
Los Angeles, CA 90017
(310) 882-4800

OAKLAND REGIONAL HEADQUARTERS

180 Grand Ave., Suite 120
Oakland, CA 94612
(510) 433-5400

FAIRFAX REGIONAL OFFICE

145 South Fairfax Avenue, Suite 100
Los Angeles, CA 90036
(323) 655-6001

COSTA MESA REGIONAL OFFICE

575 Anton Blvd., Suite 140
Costa Mesa, CA 92626
(714) 437-7500

SANTA MONICA REGIONAL OFFICE

805 Wilshire Boulevard
Santa Monica, CA 90401
(310) 873-5150

ANAHEIM REGIONAL OFFICE

1900 S. State College Blvd., Suite 101
Anaheim, CA 92806
(714) 482-2200

DANVILLE REGIONAL OFFICE

740 Camino Ramon
Danville, CA 94526
(925) 838-2902

SAN MATEO REGIONAL OFFICE

400 S El Camino Real, Suite 100
San Mateo, CA 94402
(650) 389-1010

SAN JOSE REGIONAL OFFICE

956 The Alameda
San Jose, CA 95126
(408) 385-3800

SAN FRANCISCO LOAN PRODUCTION OFFICE

870 Market Street, Suite 1255
San Francisco, CA 94102
(415) 366-4100

ONTARIO LOAN PRODUCTION OFFICE

3110 East Guasti Rd., Suite 250
Ontario, CA 91761
(909) 900-8626



MINIMUM BALANCE REQUIREMENTS. You must deposit \$100.00 to open this account. A balance requirement fee of \$25.00 will be imposed every statement cycle if the daily balance on any day of the statement cycle falls below \$ 1,000.00.

A balance requirement fee will be imposed every statement cycle unless you maintain either a minimum daily balance of \$1,000.00 or a minimum average daily balance of \$2,000.00 for the monthly statement cycle. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

DORMANT/INACTIVE ACCOUNT INFORMATION. A dormant account fee of \$10.00 per statement cycle will be charged after 12 months of inactivity.

PROCESSING ORDER. The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we process those items. Our policy is to process fees and electronic items first, in the order they are received on the day they are processed. We process checks second, in numerical order (by check number) on the day they are processed. The processing order of these items is important because if there is not enough money in the account to pay for the items in the order they are processed in accordance with the processing order, there may be an overdraft on your account which may result in overdraft or non-sufficient funds fees or an increase in the amount of these fees.

TRANSACTION LIMITATIONS. No transaction limitations apply to this account.

FEES AND CHARGES. Please refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.



RATE INFORMATION. The interest rate listed in each tier will be paid on the entire balance in your account.

Tier	Average Daily Balance Range	Interest Rate	Annual Percentage Yield (APY)
1	Below \$2,500.00	0.0000%	0.00%
2	Equal to or greater than \$2,500.00	0.0500%	0.05%

Your interest rate and annual percentage yield may change.

Determination of Rate. At our discretion, we may change the interest rate on your account.

Frequency of Rate Changes. We may change the interest rate on your account at any time.

Limitations on Rate Changes. There are no maximum or minimum interest rate limits for this account.

COMPOUNDING AND CREDITING. Interest will be compounded daily and will be credited to the account monthly. If you close your account before interest is credited, you will not receive the accrued interest.

MINIMUM BALANCE REQUIREMENTS. You must deposit \$2,500.00 to open this account. A balance requirement fee of \$30.00 will be imposed every statement cycle if the daily balance on any day of the statement cycle falls below \$2,500.00.

A balance requirement fee will be imposed every statement cycle unless you maintain either a minimum daily balance of \$2,500.00 or a minimum average daily balance of \$5,000.00 for the monthly statement cycle. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

You must maintain a minimum average daily balance of \$2,500.00 to obtain the disclosed annual percentage yield.

DORMANT/INACTIVE ACCOUNT INFORMATION. A dormant account fee of \$10.00 per statement cycle will be charged after 12 months of inactivity.

PROCESSING ORDER. The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we process those items. Our policy is to process fees and electronic items first, in the order they are received on the day they are processed. We process checks second, in numerical order (by check number) on the day they are processed. The processing order of these items is important because if there is not enough money in the account to pay for the items in the order they are processed in accordance with the processing order, there may be an overdraft on your account which may result in overdraft or non-sufficient funds fees or an increase in the amount of these fees.

BALANCE COMPUTATION METHOD. We use the average daily balance method to calculate interest on your account. This method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

ACCRUAL ON NONCASH DEPOSITS. Interest begins to accrue on the business day you deposit noncash items (for example, checks).

TRANSACTION LIMITATIONS. No transaction limitations apply to this account.

CURRENT RATE INFORMATION. The rate(s) and annual percentage yield(s) disclosed above were offered within the most recent seven calendar days, and were accurate as of 03/25/2025. To obtain the current rate(s) and annual percentage yield information, please call (714)431-7000.

FEES AND CHARGES. Please refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.



RATE INFORMATION. The interest rate listed in each tier will be paid on the entire balance in your account.

Tier	Daily Balance Range	Interest Rate	Annual Percentage Yield (APY)
1	Below \$2,500.00	0.1000%	0.10%
2	Equal to or greater than \$2,500.00 but less than \$10,000.00	0.1000%	0.10%
3	Equal to or greater than \$10,000.00 but less than \$50,000.00	0.1000%	0.10%
4	Equal to or greater than \$50,000.00 but less than \$100,000.00	0.2000%	0.20%
5	Equal to or greater than \$100,000.00 but less than \$500,000.00	0.2500%	0.25%
6	Equal to or greater than \$500,000.00 but less than \$1,000,000.00	0.3000%	0.30%
7	Equal to or greater than \$1,000,000.00	0.3000%	0.30%

Your interest rate and annual percentage yield may change.

Determination of Rate. At our discretion, we may change the interest rate on your account.

Frequency of Rate Changes. We may change the interest rate on your account at any time.

Limitations on Rate Changes. There are no maximum or minimum interest rate limits for this account.

COMPOUNDING AND CREDITING. Interest will be compounded daily and will be credited to the account monthly. If you close your account before interest is credited, you will not receive the accrued interest.

MINIMUM BALANCE REQUIREMENTS. You must deposit \$2,500.00 to open this account. A balance requirement fee of \$25.00 will be imposed every statement cycle if the daily balance on any day of the statement cycle falls below \$2,500.00.

A balance requirement fee will be imposed every statement cycle unless you maintain either a minimum daily balance of \$2,500.00 or a minimum average daily balance of \$5,000.00 for the monthly statement cycle. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

PROCESSING ORDER. The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we process those items. Our policy is to process fees and electronic items first, in the order they are received on the day they are processed. We process checks second, in numerical order (by check number) on the day they are processed. The processing order of these items is important because if there is not enough money in the account to pay for the items in the order they are processed in accordance with the processing order, there may be an overdraft on your account which may result in overdraft or non-sufficient funds fees or an increase in the amount of these fees.

BALANCE COMPUTATION METHOD. We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

ACCRUAL ON NONCASH DEPOSITS. Interest begins to accrue on the business day you deposit noncash items (for example, checks).

TRANSACTION LIMITATIONS. No transaction limitations apply to this account.

CURRENT RATE INFORMATION. The rate(s) and annual percentage yield(s) disclosed above were offered within the most recent seven calendar days, and were accurate as of 03/25/2025. To obtain the current rate(s) and annual percentage yield information, please call (714)431-7000.

FEES AND CHARGES. Please refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.



RATE INFORMATION. The interest rate on your account is 0.0500% with an annual percentage yield of 0.05%.

Your interest rate and annual percentage yield may change.

Determination of Rate. At our discretion, we may change the interest rate on your account.

Frequency of Rate Changes. We may change the interest rate on your account at any time.

Limitations on Rate Changes. There are no maximum or minimum interest rate limits for this account.

COMPOUNDING AND CREDITING. Interest will be compounded daily and will be credited to the account monthly. If you close your account before interest is credited, you will not receive the accrued interest.

MINIMUM BALANCE REQUIREMENTS. You must deposit \$500.00 to open this account. A balance requirement fee of \$20.00 will be imposed every statement cycle if the daily balance on any day of the statement cycle falls below \$500.00.

A balance requirement fee will be imposed every statement cycle unless you maintain either a minimum daily balance of \$500.00 or a minimum average daily balance of \$1,000.00 for the monthly statement cycle. The average daily balance is calculated by adding the principal in the account each day of the period and dividing that figure by the number of days in the period.

PROCESSING ORDER. The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we process those items. Our policy is to process fees and electronic items first, in the order they are received on the day they are processed. We process checks second, in numerical order (by check number) on the day they are processed. The processing order of these items is important because if there is not enough money in the account to pay for the items in the order they are processed in accordance with the processing order, there may be an overdraft on your account which may result in overdraft or non-sufficient funds fees or an increase in the amount of these fees.

BALANCE COMPUTATION METHOD. We use the average daily balance method to calculate interest on your account. This method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

ACCRUAL ON NONCASH DEPOSITS. Interest begins to accrue on the business day you deposit noncash items (for example, checks).

TRANSACTION LIMITATIONS. No transaction limitations apply to this account.

CURRENT RATE INFORMATION. The rate(s) and annual percentage yield(s) disclosed above were offered within the most recent seven calendar days, and were accurate as of 03/25/2025. To obtain the current rate(s) and annual percentage yield information, please call (714)431-7000.

FEES AND CHARGES. Please refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

Schedule of Fees

Business Banking Solutions

Effective May 5, 2025



Business Accounts

BUSINESS CHECKING

Minimum Balance to Open	\$100.00
Balance Requirement Fee	\$ 25.00
Charged each month unless the account maintains either a minimum daily balance of \$2,500.00 or an average daily balance of \$5,000.00 during the monthly statement cycle.	
Per check fee (Each check over 100 per statement cycle).....	\$ 0.30
Per deposit fee (Each deposit over 20 per statement cycle)..	\$ 2.00

BUSINESS INTEREST CHECKING

Minimum Balance to Open	\$2,500.00
Balance Requirement Fee	\$ 30.00
Charged each month unless the account maintains either a minimum daily balance of \$2,500.00 or an average daily balance of \$5,000.00 during the monthly statement cycle.	
Per check fee (Each check over 100 per statement cycle).....	\$ 0.30
Per deposit fee (Each deposit over 20 per statement cycle)..	\$ 2.00

COMMUNITY IMPACT CHECKING

Minimum Balance to Open	\$500.00
Balance Requirement Fee	\$ 10.00
Charged each month unless the account maintains an average daily balance of \$500.00 during the monthly statement cycle.	

* available to 501(c)3 nonprofit entities only.

Business Analyzed Checking

Minimum Balance to Open	\$100.00
Monthly Service Charge	\$ 30.00
ACH Origination	
ACH Credit	\$ 0.30
ACH Debit	\$ 0.30
ACH Return	\$ 15.00
ACH Notice of Change	\$ 5.00
ACH File	No Fee
ACH Initial Setup	\$175.00
Same-day ACH File	No Fee
Same-day ACH Credit	\$ 2.00
Same-day ACH Debit	\$ 2.00
Armored Car Services	Cost + 20%
CBCa\$Hflow Monthly Fee (Transaction Fees May Apply).....	\$ 10.00
Interest on Overdraft (Subject to Change).....	Current Rate
Messenger Service	Cost + 20%
Cash Deposit (Per \$1,000)	\$ 2.00
Checks Paid (Per Check)	\$ 0.30
Collection (Domestic)	\$ 40.00
Collection (Foreign)	\$ 45.00
Coin Provided (Per Roll)	\$ 0.30
Counter Check	\$ 3.00

COMMUNITY IMPACT INTEREST CHECKING

Minimum Balance to Open	\$2,000.00
Balance Requirement Fee	\$ 20.00
Charged each month unless the account maintains an average daily balance of \$2,000.00 during the monthly statement cycle.	

* available to 501(c)3 nonprofit entities only.

BUSINESS SAVINGS

Minimum Balance to Open	\$500.00
Balance Requirement Fee	\$ 20.00
Charged each month unless the account maintains either a minimum daily balance of \$500.00 or an average daily balance of \$1,000.00 during the monthly statement cycle.	
Excessive Activity Fee	No Fee

BUSINESS MONEY MARKET

Minimum Balance to Open	\$2,500.00
Balance Requirement Fee	\$ 25.00
Charged each month unless the account maintains either a minimum daily balance of \$2,500.00 or an average daily balance of \$5,000.00 during the monthly statement cycle.	
Excessive Activity Fee	No Fee

COMMUNITY IMPACT MONEY MARKET

Minimum Balance to Open	\$2,500.00
Balance Requirement Fee	\$ 20.00
Charged each month unless the account maintains a minimum daily balance of \$2,500.00 during the monthly statement cycle.	

* available to 501(c)3 nonprofit entities only.

Currency Provided (Per \$1,000)	\$ 2.00
Items Deposited (Per Item)	\$ 0.20
Per Deposit Fee	\$ 2.00
Returned Deposited Item Fee	No Fee
Returned Deposited Item - Redeposit Fee	No Fee
Stop Payment	\$ 35.00
Stop Payment (Through Online Banking)	\$ 20.00
Stop Payment Renewal	\$ 25.00
Statement Copies	\$ 10.00
Legal Process (Garnishments, Levies, Subpoenas, etc.).....	\$150.00
Zero Balance Accounts (Up to 10, per account)	\$ 25.00
Wire Transfer	
Monthly Fee for Wire Module (For Online Banking).....	\$ 50.00
Domestic, Outgoing	\$ 35.00
Domestic, Outgoing (Through Online Banking).....	\$ 20.00
International, Outgoing	\$ 50.00
International, Outgoing (Through Online Banking).....	\$ 30.00
Domestic or International, Incoming	\$ 20.00
Wire Drawdown Fee	\$ 35.00
Wire Advice	\$ 2.00

The above fees may be offset by any earnings credit on your deposit balances. Fees not listed above are subject to charge against your deposit account regardless of any earnings credit.

Schedule of Fees

Account Research (\$60.00 Minimum) – Per Hour	\$ 60.00
ACH Origination	
ACH Credit	\$ 0.30
ACH Debit	\$ 0.30
ACH Return	\$ 15.00
ACH Notice of Change	\$ 5.00
ACH File	No Fee
ACH Initial Setup	\$175.00
Same-day ACH File	No Fee
Same-day ACH Credit	\$ 2.00
Same-day ACH Debit	\$ 2.00
Automatic Transfer for Overdraft	\$ 15.00
Business Online Banking	
Monthly Fee (Balance Reporting Online)	No Fee
Monthly Fee (With Wire Transfer)	\$ 50.00
Monthly Fee (With ACH Module)	\$ 50.00
Monthly Fee (Wires & ACH)	\$100.00
Token Monthly Fee (Per Token)	\$ 5.00
Replacement Token Fee (Per Token)	\$ 25.00
Cashier's Check.....	\$ 15.00
CBCA\$hflow Monthly Fee (Transaction Fees May Apply) ...	\$ 10.00
Check Cashing Fee (Non-Client)	\$ 15.00
Check Printing (Depending On Style).....	Varies
Check Copy	\$ 5.00
Collection (Domestic)	\$ 40.00
Collection (Foreign)	\$ 45.00
Counter Check	\$ 3.00
Debit Card Replacement	\$ 10.00
Deposit Correction or Adjustment Fee.....	\$ 10.00
Returned Deposited Item Fee	No Fee
Returned Deposited Item - Redeposit Fee	No Fee
Dormant Account	\$ 10.00
Early Close Fee (If Within 90 Days of Opening)	\$ 50.00
Electronic Data Interchange (Monthly, Per Account)	\$ 75.00
Endorsement Guarantee (Regular)	\$ 20.00
Endorsement Stamps (Depending on Style)	Varies
Interest on overdraft (Subject to Change)	Current Rate
Legal Processes (Garnishments, Levies, Subpoenas, etc.) ..	\$150.00

Please refer to your business checking account disclosure for additional information. Transaction limits apply to Business Savings and Business Money Market accounts.

Night Depository	
Annual Fee	\$ 30.00
Bags	\$ 20.00
Key Deposit	\$ 25.00
Insufficient Funds (Created by Check, In Person, Withdrawal or Other Electronic means)	
Per Paid Item	No Fee
Per Returned Item	No Fee
Remote Deposit Capture	
Initial Scanner Install (Self)	\$ 50.00
Initial Scanner Install (Onsite)	\$200.00
Monthly Maintenance	\$ 50.00
Scanner Purchase	At Cost
Positive Pay	
Monthly Fee (Includes One Account)	\$ 50.00
Additional Accounts (Per Account)	\$ 10.00
Safe Deposit Rentals (Where Available)	
Annual Rental Fee	Varies
Key Deposit	\$ 50.00
Forced Entry	At Cost
Re-Key	At Cost
Storage of Contents After Non-Payment, Per Month	\$ 25.00
Signature Guarantee (Medallion Guarantee)	\$ 30.00
Statement Copy	\$ 10.00
Stop Payments	\$ 35.00
Stop Payments (Through Online Banking)	\$ 20.00
Stop Payment Renewals	\$ 25.00
Telephone Transfer	\$ 10.00
Wire Transfer	
Domestic, Outgoing	\$ 35.00
Domestic, Outgoing (Through OnlineBanking)	\$ 20.00
International, Outgoing	\$ 50.00
International, Outgoing (Through Online Banking)	\$ 35.00
Domestic or International, Incoming	\$ 20.00
Wire Drawdown Fee	\$ 35.00
Wire Advice	\$ 2.00

When you use an ATM not owned by us, the first eight withdrawals per account per statement cycle are free; thereafter, you may be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

Locations

IRVINE CORPORATE HEADQUARTERS

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FAIRFAX REGIONAL OFFICE

145 South Fairfax Avenue, Suite 100
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Anaheim, CA 92806
(714) 482-2200

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San Jose, CA 95126
(408) 385-3800

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915 Wilshire Blvd., Suite 1000
Los Angeles, CA 90017
(310) 882-4800

COSTA MESA REGIONAL OFFICE

575 Anton Blvd., Suite 140
Costa Mesa, CA 92626
(714) 437-7500

DANVILLE REGIONAL OFFICE

740 Camino Ramon
Danville, CA 94526
(925) 838-2902

SAN FRANCISCO LOAN PRODUCTION OFFICE

870 Market Street, Suite 1255
San Francisco, CA 94102
(415) 366-4100

OAKLAND REGIONAL HEADQUARTERS

180 Grand Ave., Suite 120
Oakland, CA 94612
(510) 433-5400

SANTA MONICA REGIONAL OFFICE

805 Wilshire Boulevard
Santa Monica, CA 90401
(310) 873-5150

SAN MATEO REGIONAL OFFICE

400 S El Camino Real, Suite 100
San Mateo, CA 94402
(650) 389-1010

ONTARIO LOAN PRODUCTION OFFICE

3110 East Guasti Rd., Suite 250
Ontario, CA 91761
(909) 900-8626

Business Checking Fees
BUSINESS CHECKING



MINIMUM BALANCE REQUIREMENTS. You must deposit \$100.00 to open this account. A balance requirement fee of \$25.00 will be imposed every statement cycle if the daily balance on any day of the statement cycle falls below \$2,500.00.

A balance requirement fee will be imposed every statement cycle unless you maintain either a minimum daily balance of \$2,500.00 or a minimum average daily balance of \$5,000.00 for the monthly statement cycle. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

DORMANT/INACTIVE ACCOUNT INFORMATION. A dormant account fee of \$10.00 per statement cycle will be charged after 12 months of inactivity.

PROCESSING ORDER. The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we process those items. Our policy is to process fees and electronic items first, in the order they are received on the day they are processed. We process checks second, in numerical order (by check number) on the day they are processed. The processing order of these items is important because if there is not enough money in the account to pay for the items in the order they are processed in accordance with the processing order, there may be an overdraft on your account which may result in overdraft or non-sufficient funds fees or an increase in the amount of these fees.

TRANSACTION LIMITATIONS. No transaction limitations apply to this account.

FEES AND CHARGES. Please refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

Business Interest Checking Fee
BUS INTEREST CHECKING



RATE INFORMATION. The interest rate listed in each tier will be paid on the entire balance in your account.

Tier	Average Daily Balance Range	Interest Rate	Annual Percentage Yield (APY)
1	Below \$2,500.00	0.0000%	0.00%
2	Equal to or greater than \$2,500.00	0.0500%	0.05%

Your interest rate and annual percentage yield may change.

Determination of Rate. At our discretion, we may change the interest rate on your account.

Frequency of Rate Changes. We may change the interest rate on your account at any time.

Limitations on Rate Changes. There are no maximum or minimum interest rate limits for this account.

COMPOUNDING AND CREDITING. Interest will be compounded daily and will be credited to the account monthly. If you close your account before interest is credited, you will not receive the accrued interest.

MINIMUM BALANCE REQUIREMENTS. You must deposit \$2,500.00 to open this account. A balance requirement fee of \$30.00 will be imposed every statement cycle if the daily balance on any day of the statement cycle falls below \$2,500.00.

A balance requirement fee will be imposed every statement cycle unless you maintain either a minimum daily balance of \$2,500.00 or a minimum average daily balance of \$5,000.00 for the monthly statement cycle. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

You must maintain a minimum average daily balance of \$2,500.00 to obtain the disclosed annual percentage yield.

DORMANT/INACTIVE ACCOUNT INFORMATION. A dormant account fee of \$10.00 per statement cycle will be charged after 12 months of inactivity.

PROCESSING ORDER. The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we process those items. Our policy is to process fees and electronic items first, in the order they are received on the day they are processed. We process checks second, in numerical order (by check number) on the day they are processed. The processing order of these items is important because if there is not enough money in the account to pay for the items in the order they are processed in accordance with the processing order, there may be an overdraft on your account which may result in overdraft or non-sufficient funds fees or an increase in the amount of these fees.

BALANCE COMPUTATION METHOD. We use the average daily balance method to calculate interest on your account. This method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

ACCRUAL ON NONCASH DEPOSITS. Interest begins to accrue on the business day you deposit noncash items (for example, checks).

TRANSACTION LIMITATIONS. No transaction limitations apply to this account.

CURRENT RATE INFORMATION. The rate(s) and annual percentage yield(s) disclosed above were offered within the most recent seven calendar days, and were accurate as of 03/25/2025. To obtain the current rate(s) and annual percentage yield information, please call (714)431-7000.

FEES AND CHARGES. Please refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

Community Impact Checking Fees
COMM IMPACT CHECKING



MINIMUM BALANCE REQUIREMENTS. You must deposit \$100.00 to open this account. A balance requirement fee of \$10.00 will be imposed every statement cycle if the daily balance on any day of the statement cycle falls below \$500.00.

A balance requirement fee will be imposed every statement cycle unless you maintain a minimum average daily balance of \$500.00 for the monthly statement cycle. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

DORMANT/INACTIVE ACCOUNT INFORMATION. A dormant account fee of \$10.00 per statement cycle will be charged after 12 months of inactivity.

PROCESSING ORDER. The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we process those items. Our policy is to process fees and electronic items first, in the order they are received on the day they are processed. We process checks second, in numerical order (by check number) on the day they are processed. The processing order of these items is important because if there is not enough money in the account to pay for the items in the order they are processed in accordance with the processing order, there may be an overdraft on your account which may result in overdraft or non-sufficient funds fees or an increase in the amount of these fees.

TRANSACTION LIMITATIONS. No transaction limitations apply to this account.

FEES AND CHARGES. Please refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.



RATE INFORMATION. The interest rate listed in each tier will be paid on the entire balance in your account.

Tier	Average Daily Balance Range	Interest Rate	Annual Percentage Yield (APY)
1	Below \$2,000.01	0.0000%	0.00%
2	Equal to or greater than \$2,000.01	0.0000%	0.00%

Your interest rate and annual percentage yield may change.

Determination of Rate. At our discretion, we may change the interest rate on your account.

Frequency of Rate Changes. We may change the interest rate on your account at any time.

Limitations on Rate Changes. There are no maximum or minimum interest rate limits for this account.

COMPOUNDING AND CREDITING. Interest will be compounded daily and will be credited to the account monthly. If you close your account before interest is credited, you will not receive the accrued interest.

MINIMUM BALANCE REQUIREMENTS. You must deposit \$100.00 to open this account. A balance requirement fee of \$20.00 will be imposed every statement cycle if the daily balance on any day of the statement cycle falls below \$2,000.00.

A balance requirement fee will be imposed every statement cycle unless you maintain a minimum average daily balance of \$2,000.00 for the monthly statement cycle. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

PROCESSING ORDER. The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we process those items. Our policy is to process fees and electronic items first, in the order they are received on the day they are processed. We process checks second, in numerical order (by check number) on the day they are processed. The processing order of these items is important because if there is not enough money in the account to pay for the items in the order they are processed in accordance with the processing order, there may be an overdraft on your account which may result in overdraft or non-sufficient funds fees or an increase in the amount of these fees.

BALANCE COMPUTATION METHOD. We use the average daily balance method to calculate interest on your account. This method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

ACCRUAL ON NONCASH DEPOSITS. Interest begins to accrue on the business day you deposit noncash items (for example, checks).

TRANSACTION LIMITATIONS. No transaction limitations apply to this account.

CURRENT RATE INFORMATION. The rate(s) and annual percentage yield(s) disclosed above were offered within the most recent seven calendar days, and were accurate as of 03/25/2025. To obtain the current rate(s) and annual percentage yield information, please call (714)431-7000.

FEES AND CHARGES. Please refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.



RATE INFORMATION. The interest rate on your account is 0.0500% with an annual percentage yield of 0.05%.

Your interest rate and annual percentage yield may change.

Determination of Rate. At our discretion, we may change the interest rate on your account.

Frequency of Rate Changes. We may change the interest rate on your account at any time.

Limitations on Rate Changes. There are no maximum or minimum interest rate limits for this account.

COMPOUNDING AND CREDITING. Interest will be compounded daily and will be credited to the account monthly. If you close your account before interest is credited, you will not receive the accrued interest.

MINIMUM BALANCE REQUIREMENTS. You must deposit \$500.00 to open this account. A balance requirement fee of \$20.00 will be imposed every statement cycle if the daily balance on any day of the statement cycle falls below \$500.00.

A balance requirement fee will be imposed every statement cycle unless you maintain either a minimum daily balance of \$500.00 or a minimum average daily balance of \$1,000.00 for the monthly statement cycle. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

PROCESSING ORDER. The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we process those items. Our policy is to process fees and electronic items first, in the order they are received on the day they are processed. We process checks second, in numerical order (by check number) on the day they are processed. The processing order of these items is important because if there is not enough money in the account to pay for the items in the order they are processed in accordance with the processing order, there may be an overdraft on your account which may result in overdraft or non-sufficient funds fees or an increase in the amount of these fees.

BALANCE COMPUTATION METHOD. We use the average daily balance method to calculate interest on your account. This method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

ACCRUAL ON NONCASH DEPOSITS. Interest begins to accrue on the business day you deposit noncash items (for example, checks).

TRANSACTION LIMITATIONS. You may make unlimited withdrawals or transfers from your account each statement cycle.

CURRENT RATE INFORMATION. The rate(s) and annual percentage yield(s) disclosed above were offered within the most recent seven calendar days, and were accurate as of 03/25/2025. To obtain the current rate(s) and annual percentage yield information, please call (714)431-7000.

FEES AND CHARGES. Please refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.



RATE INFORMATION. The interest rate listed in each tier will be paid on the entire balance in your account.

Tier	Average Daily Balance Range	Interest Rate	Annual Percentage Yield (APY)
1	Below \$2,500.00	0.1000%	0.10%
2	Equal to or greater than \$2,500.00 but less than \$10,000.00	0.1000%	0.10%
3	Equal to or greater than \$10,000.00 but less than \$50,000.00	0.1000%	0.10%
4	Equal to or greater than \$50,000.00 but less than \$100,000.00	0.2000%	0.20%
5	Equal to or greater than \$100,000.00 but less than \$500,000.00	0.2500%	0.25%
6	Equal to or greater than \$500,000.00 but less than \$1,000,000.00	0.3000%	0.30%
7	Equal to or greater than \$1,000,000.00	0.3000%	0.30%

Your interest rate and annual percentage yield may change.

Determination of Rate. At our discretion, we may change the interest rate on your account.

Frequency of Rate Changes. We may change the interest rate on your account at any time.

Limitations on Rate Changes. There are no maximum or minimum interest rate limits for this account.

COMPOUNDING AND CREDITING. Interest will be compounded daily and will be credited to the account monthly. If you close your account before interest is credited, you will not receive the accrued interest.

MINIMUM BALANCE REQUIREMENTS. You must deposit \$2,500.00 to open this account. A balance requirement fee of \$25.00 will be imposed every statement cycle if the daily balance on any day of the statement cycle falls below \$2,500.00.

A balance requirement fee will be imposed every statement cycle unless you maintain either a minimum daily balance of \$2,500.00 or a minimum average daily balance of \$5,000.00 for the monthly statement cycle. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

PROCESSING ORDER. The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we process those items. Our policy is to process fees and electronic items first, in the order they are received on the day they are processed. We process checks second, in numerical order (by check number) on the day they are processed. The processing order of these items is important because if there is not enough money in the account to pay for the items in the order they are processed in accordance with the processing order, there may be an overdraft on your account which may result in overdraft or non-sufficient funds fees or an increase in the amount of these fees.

BALANCE COMPUTATION METHOD. We use the average daily balance method to calculate interest on your account. This method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

ACCRUAL ON NONCASH DEPOSITS. Interest begins to accrue on the business day you deposit noncash items (for example, checks).

TRANSACTION LIMITATIONS. No transaction limitations apply to this account.

CURRENT RATE INFORMATION. The rate(s) and annual percentage yield(s) disclosed above were offered within the most recent seven calendar days, and were accurate as of 03/25/2025. To obtain the current rate(s) and annual percentage yield information, please call (714)431-7000.

FEES AND CHARGES. Please refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.



RATE INFORMATION. The interest rate listed in each tier will be paid on the entire balance in your account.

Tier	Average Daily Balance Range	Interest Rate	Annual Percentage Yield (APY)
1	Below \$2,500.00	0.1000%	0.10%
2	Equal to or greater than \$2,500.00 but less than \$10,000.00	0.5000%	0.50%
3	Equal to or greater than \$10,000.00 but less than \$50,000.00	0.7500%	0.75%
4	Equal to or greater than \$50,000.00 but less than \$100,000.00	1.0000%	1.01%
5	Equal to or greater than \$100,000.00 but less than \$500,000.00	1.5000%	1.51%
6	Equal to or greater than \$500,000.00 but less than \$1,000,000.00	2.0000%	2.02%
7	Equal to or greater than \$1,000,000.00	0.0000%	0.00%

Your interest rate and annual percentage yield may change.

Determination of Rate. At our discretion, we may change the interest rate on your account.

Frequency of Rate Changes. We may change the interest rate on your account at any time.

Limitations on Rate Changes. There are no maximum or minimum interest rate limits for this account.

COMPOUNDING AND CREDITING. Interest will be compounded daily and will be credited to the account monthly. If you close your account before interest is credited, you will not receive the accrued interest.

MINIMUM BALANCE REQUIREMENTS. You must deposit \$2,500.00 to open this account. A balance requirement fee of \$20.00 will be imposed every statement cycle if the daily balance on any day of the statement cycle falls below \$2,500.00.

A balance requirement fee will be imposed every statement cycle unless you maintain a minimum average daily balance of \$2,500.00 for the monthly statement cycle. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

PROCESSING ORDER. The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we process those items. Our policy is to process fees and electronic items first, in the order they are received on the day they are processed. We process checks second, in numerical order (by check number) on the day they are processed. The processing order of these items is important because if there is not enough money in the account to pay for the items in the order they are processed in accordance with the processing order, there may be an overdraft on your account which may result in overdraft or non-sufficient funds fees or an increase in the amount of these fees.

BALANCE COMPUTATION METHOD. We use the average daily balance method to calculate interest on your account. This method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

ACCRUAL ON NONCASH DEPOSITS. Interest begins to accrue on the business day you deposit noncash items (for example, checks).

TRANSACTION LIMITATIONS. No transaction limitations apply to this account.

CURRENT RATE INFORMATION. The rate(s) and annual percentage yield(s) disclosed above were offered within the most recent seven calendar days, and were accurate as of 03/25/2025. To obtain the current rate(s) and annual percentage yield information, please call (714)431-7000.

FEES AND CHARGES. Please refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

Analyzed Business Checking Fees Information
AA BUSINESS CHECKING



MINIMUM BALANCE REQUIREMENTS. You must deposit \$100.00 to open this account. A balance requirement fee of \$30.00 will be imposed every statement cycle if the daily balance on any day of the statement cycle falls below \$2,500.00.

A balance requirement fee will be imposed every statement cycle unless you maintain either a minimum daily balance of \$2,500.00 or a minimum average daily balance of \$5,000.00 for the monthly statement cycle. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

DORMANT/INACTIVE ACCOUNT INFORMATION. A dormant account fee of \$10.00 per statement cycle will be charged after 12 months of inactivity.

PROCESSING ORDER. The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we process those items. Our policy is to process fees and electronic items first, in the order they are received on the day they are processed. We process checks second, in numerical order (by check number) on the day they are processed. The processing order of these items is important because if there is not enough money in the account to pay for the items in the order they are processed in accordance with the processing order, there may be an overdraft on your account which may result in overdraft or non-sufficient funds fees or an increase in the amount of these fees.

TRANSACTION LIMITATIONS. No transaction limitations apply to this account.

FEES AND CHARGES. Please refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.



ACCOUNT AGREEMENT

DEFINITIONS. Throughout this Agreement, these terms have the following meaning:

"You," "your," "account owner," and "party" refer to the Customer whether or not there are one or more Customers named on the account.

"We," "our," and "us" refer to the Bank, COMMERCIAL BANK OF CALIFORNIA.

"Item" or "items," as defined by Article 4 of the Uniform Commercial Code (UCC), means an instrument or a promise or order to pay money handled by a financial institution for collection or payment. The term includes a check but does not include a payment order governed by Article 4A of the UCC or a credit or debit card slip.

"Debit transactions," "debit," or "debits" refer to funds that are taken out of your account. Common types of debits may include: checks that you have written, ACH payments, wire transfers, PIN-based debit card transactions, and signature-based debit card transactions. "Credit transactions," "credit," or "credits" refer to deposits of funds into your account. Common types of credits include: cash deposits, direct deposits, check deposits, and ACH and wire transfers made payable to you. Credits are generally added to your account and are made available to you in accordance with our funds availability schedule.

GENERAL AGREEMENT. You understand that the following Account Agreement ("Agreement") governs your account with us, along with any other documents applicable to your account, including any account opening Disclosures that have been provided to you, which are incorporated by reference. You understand that your account is also governed by applicable law.

The information found in any account opening Disclosures may change from time to time in our sole discretion. If the fees, charges, minimum balance requirements, or other items change in a manner that would adversely affect you, we will provide you with written notice 30 days prior to the change. By providing a written or electronic signature on the Account Information document or other agreement to open your account, or by using any of our deposit account services, you and any identified account owners agree to the terms contained in this Account Agreement.

YOUR CHOICE OF ACCOUNT. You have instructed us as to the title and type of the account that you have chosen. You acknowledge that it is your sole responsibility to determine the full legal effect of opening and maintaining the type of account you have chosen. We have not set forth all laws that may impact your chosen account. For example, there are conditions that may need to be satisfied before transferring accounts due to death or other events as well as reductions to an account required or permitted by law. You must determine whether the account you select is appropriate for your current and future needs. Except as required by law, we assume no legal responsibility to inform you as to the effect of your account choice on your legal interests.

AUTHORIZATION TO OBTAIN INFORMATION (INDIVIDUAL ACCOUNT). You authorize us to check your account, credit and employment history, and obtain reports from third parties, including credit and consumer reporting agencies, to verify your eligibility for the account, products and services you request and for other accounts, products, or services we may offer you or for which you may qualify.

INDIVIDUAL ACCOUNT. The named party in an individual account owns the account and may withdraw all or some of the account. On the death of the party, ownership passes as part of the party's estate.

JOINT ACCOUNT OF SPOUSES WITH RIGHT OF SURVIVORSHIP. If an account is established as a joint account of spouses with right of survivorship and is owned by the named parties, who are spouses, and is presumed to be their community property. Upon the death of either of them, ownership passes to the survivor.

ACCOUNTS FOR MINORS. If an account is established for a minor as a joint account with an owner who has reached the age of majority in accordance with state law, they are jointly and severally liable to us for any returned Item, overdraft, or unpaid amount on such account and for any related fees and charges. We may pay funds directly to the minor regardless of their age. Unless a parent or guardian is an account owner, the parent or guardian will not have access to the account. We have no duty to inquire about the use or purpose of any transaction except as required by applicable law. We may not change the account status when the minor reaches the age of majority unless the change is authorized in writing by all account owners.

BUSINESS ACCOUNTS. Business accounts are those established by any partnership, corporation, association or other entity operated on a for-profit basis; all corporations and associations operated on a not-for-profit-basis; and any individual who intends to use the account for carrying on a trade or business. We reserve the right to require separate written authorization, in a form acceptable to us, telling us who is authorized to act on your behalf. We are authorized to follow the directions of a person designated as having authority to act on the entity's behalf until we receive written notice that the authority has been terminated and have had a reasonable time to act upon that notice.

ADDITIONAL DOCUMENTS TO OPEN ACCOUNT (BUSINESS ACCOUNT). You agree to supply us with a copy of any chartering document, Operating Agreement, or related documents requested by us.

ESCROW, TRUST, FIDUCIARY AND CUSTODIAL ACCOUNTS. When your account is set up as an escrow account, trust account, fiduciary account or custodial account, it is your sole responsibility to determine the legal effects of opening and maintaining an account of this nature. We have no obligation to act as trustee or to inquire into your powers or responsibilities over this account. We reserve the right to require the documentation necessary under applicable law to establish, maintain, manage, and close this account. There may be additional terms and conditions that apply to this account that are governed by a separate agreement.

TRANSFERS AND ASSIGNMENTS. We may assign or transfer any or all of our interest in this account. You cannot assign or transfer any interest in your account unless we agree in writing.

FINANCIAL EXPLOITATION (INDIVIDUAL ACCOUNT). As permitted by law, we may act or decline to act to prevent, stop, or mitigate financial exploitation of an adult.

For example, we may (1) delay, decline, or place a hold on a transaction or disbursement involving the adult; (2) approve or deny other requests or modifications to the account, such as a transfer of funds, change in ownership, or change in beneficiaries; or (3) notify a third party of the financial exploitation. We will not be liable for the actions we take on the account if we acted in good faith and exercised reasonable care. For purposes of this section, "adult" means vulnerable adult, elder adult, senior adult, eligible adult, or other person as defined by applicable law.

MULTIPLE ACCOUNT OWNERS. If there is more than one account owner for your account, all deposits are the property of the person(s) indicated on the account. We may release all or any part of the amount in the account to honor checks, orders, or other items, or withdrawals or requests from any person named on this account. However, the number of signatures on the Account Information form must be met. Any person named on the account is liable for an amount equal to the overdrawn balance plus any overdraft fees regardless of whether he or she signed the item or benefited from the proceeds of the item. Upon receiving written notice from any person named on the account, we may freeze the account. The account may be frozen until we receive written notice, signed by all parties named in the account, as to the disposition of funds. We may also freeze the account upon receipt of notice of the death or incapacity of an account owner until we have received all necessary documentation to establish to whom payment should be made. We may use the funds to satisfy a debt or judgment of any person named on this account if ordered to do so by a court of law.

POWER OF ATTORNEY (INDIVIDUAL ACCOUNT). If you wish to name another person to act as your attorney in fact or agent in connection with your account, we must approve the form of appointment.

TRANSACTION LIMITATIONS. We limit the number of transfers or withdrawals you can make on a money market account. You understand that we will not allow more transfers or withdrawals than the maximum number specified in the Disclosures, and we may close your account, take away your ability to transfer funds, charge you a fee, or convert the account to a checking or other transaction account if the restriction is violated.

RESTRICTIVE LEGENDS. We are not required to honor any restrictive legend on checks you write unless we have agreed to the restriction in writing signed by an officer of the Bank. Examples of restrictive legends are "two signatures required", "must be presented within 90 days" or "not valid for more than \$1,000.00."

STALE OR POSTDATED CHECKS. We reserve the right to pay or dishonor a check more than six (6) months old without prior notice to you. If you can write checks on your account, you agree not to postdate any check drawn on the account. If you do, and the check is presented for payment before the date of the check, we may pay it or return it unpaid. We are not liable for paying any stale or postdated check. Any damages you incur that we may be liable for are limited to actual damages not to exceed the amount of the check.

PREAUTHORIZED CHECKS OR DRAFTS. You should guard information about your account (such as your routing number and your account number) as carefully as you would guard blank checks. If you voluntarily give such information about your account to a party which is seeking to sell you goods or services, without physically delivering a check to that party, any debit to or withdrawal from your account it initiates will be deemed authorized by you.

VERIFYING FUNDS AVAILABILITY FOR CHECK. You authorize us to release funds availability information about your account to individuals or merchants who represent to us that they have received a check from you.

CHECK SAFEKEEPING. If you can write checks on your account and utilize a check safekeeping system or any other system offered by us for the retention of your checks, you understand that the canceled checks will be retained by us and destroyed after a reasonable time period or as required by law. Any request for a copy of any check may be subject to a fee, as indicated in the Fee Schedule or Disclosures and as allowed by law. If for any reason we cannot provide you with a copy of a check, our liability will be limited to the lesser of the face amount of the check or the actual damages sustained by you.

YOUR RESPONSIBILITY FOR BACK OF CHECK. All negotiable paper ("checks") presented for deposit must be in a format that can be processed and we may refuse to accept any check that does not meet this requirement. All endorsements on the reverse side of any check deposited into your account must be placed on the left side of the check when looking at it from the front, and the endorsements must be placed so as not to go beyond an area located 1-½ inches from the left edge of the check when looking at it from the front. It is your responsibility to ensure that these requirements are met and you are responsible for any loss incurred by us for failure of an endorsement to meet this requirement.

ELECTRONIC CHECKS AND ELECTRONICALLY-CREATED ITEMS. Pursuant to Regulation CC, electronic checks may be treated the same as paper checks for check collection and processing purposes. See the Substitute Checks section for more information.

Electronically-created items ("ECI") are check-like items created in electronic form that never existed in paper form. For example, you set up automatic bill payments with us to pay your utility bill. From your account information, we create an ECI that is sent to your utility company for payment. An ECI cannot be used to create a substitute check since it never existed in paper form.

SUBSTITUTE CHECKS. To make check processing faster, federal law permits financial institutions to replace original checks with "substitute checks." These substitute checks are similar in size to the 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. An electronic check can be used to create a substitute check since the electronic image and electronic information was derived from its paper form.

REMOTE DEPOSIT CAPTURE. Remote deposit capture ("RDC") allows you to make deposits to your account from remote locations by electronically transmitting digital images of your original paper checks, which are drawn on or payable through United States financial institutions in United States dollars to us. We may then use the digital image to create an electronic check or substitute check for collection. If you use our RDC services, if applicable, we may require you to endorse the back of the paper check to indicate that it has been remotely deposited. For example, "for mobile deposit only" or "for mobile deposit at COMMERCIAL BANK OF CALIFORNIA only."

REMOTELY CREATED CHECKS. A remotely created check, as defined in Regulation CC, means a check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn. By having a deposit account with us, you certify that all remotely created checks deposited to your account(s) will be expressly and verifiably authorized by the payer. And we reserve the rights to refuse for deposit any such remotely created check if we have any reason to believe that the check is fraudulent in any manner and to obtain from you the payer's express, verifiable authorization for any such check.

WITHDRAWALS. Deposits will be available for withdrawal consistent with the terms of the Disclosures. Withdrawals may be subject to a service charge.

DEPOSITS. Deposits may be made in person, by mail, or in another form and manner as agreed by us in our sole discretion. We are not responsible for transactions mailed until we actually receive and record them. We may in our sole discretion refuse to accept particular instruments as a deposit to your account. Cash deposits are credited to your account according to this Agreement. Other items you deposit are handled by us according to our usual collection practices. If an item you deposit is returned unpaid, we will debit your account for the item and adjust any interest earned. You are liable to us for the amount of any check you deposit to your account that is returned unpaid and all costs and expenses related to the collection of all or part of such amount from you. Funds deposited to your account, excluding any Time Deposit accounts, are available in accordance with the Disclosures.

COLLECTION OF DEPOSITED ITEMS. In receiving items for deposit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. All items are credited subject to final settlement in cash or credits. We shall have the right to forward items to correspondents including all Federal Reserve Banks, and we shall not be liable for default or neglect of said correspondents for loss in transit, nor shall any correspondent be liable except for its own negligence. You specifically authorize us or our correspondents to utilize Federal Reserve Banks to handle such items in accordance with provisions of Regulation J (12 CFR Part 210), as revised or amended from time to time by the Federal Reserve Board. In the event we are subject to local clearinghouse rules, you specifically authorize us to handle such items in accordance with the rules and regulations of the clearinghouse.

If we permit you to withdraw funds from your account before final settlement has been made for any deposited item, and final settlement is not made, we have the right to charge your account or obtain a refund from you. In addition, we may charge back any deposited item at any time before final settlement for whatever reason. We shall not be liable for any damages resulting from the exercise of these rights. Except as may be attributable to our lack of good faith or failure to exercise ordinary care, we will not be liable for dishonor resulting from any reversal of credit, return of deposited items or for any damages resulting from any of those actions.

UNLAWFUL INTERNET GAMBLING (BUSINESS ACCOUNTS). Restricted transactions are prohibited from being processed through your account with us as required by the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG. A restricted transaction is a transaction or transmittal involving any credit, funds, instrument, or proceeds in connection with the participation of another person in unlawful Internet gambling. You will notify us if your business practices regarding Internet gambling change in the future.

STATEMENTS. We will provide you with a periodic statement showing the account activity. The last address you supply us in writing will be deemed the proper address for mailing this statement to you. The account holder who receives this statement is the agent for his/her co-account holder(s) for purposes of receiving the statement and items. You must exercise reasonable care in reviewing your statement and reasonable promptness in notifying us of any discrepancies, such as alterations or forged or unauthorized signatures, even if by the same wrongdoer. Reasonable promptness will not exist if you fail to notify us within 30 days after we mail or otherwise make the statement available to you. If you fail to notify us of any discrepancies, with reasonable promptness, your right to assert such discrepancies will be barred or limited to the extent permitted by law. Additionally, you agree that we will not be liable for discrepancies reported to us after one year after we mail or otherwise make the statement or items available to you, even if we failed to exercise ordinary care. However, if the discrepancy is the result of an electronic fund transfer, the provisions of the Disclosures will control its resolution. If you do not receive a statement from us because you have failed to claim it or have supplied us with an incorrect address, we may stop sending your statements until you specifically make written request that we resume sending your statements and you supply us with a proper address.

ELECTRONIC STATEMENTS AND NOTICES. You may have the option to have statements and notices regarding this account provided to you in an electronic form, including to a designated e-mail address, through an online banking portal, or other electronic method, upon your authorization. The authorization may be withdrawn at any time to return to a mailed paper form by providing written notice to us at the address provided. The fees for receiving in either form, and for receiving paper copies, are described in your Disclosures.

ACH AND WIRE TRANSFERS. This Agreement is subject to Article 4A of the Uniform Commercial Code - Funds Transfers as adopted in the state of California. If you send or receive a wire transfer, you agree that Fedwire® Funds Service may be used. Federal Reserve Board Regulation J is the law that covers transactions made over Fedwire® Funds Service. When you originate a funds transfer for which Fedwire® Funds Service is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named.

If you are a party to an Automated Clearing House ("ACH") entry, you agree that we may transmit an entry through the ACH, and you agree to be bound by the National Automated Clearing House Association ("Nacha") Operating Rules and Guidelines, the rules of any local ACH, and the rules of any other systems through which the entry is made.

PROVISIONAL PAYMENT. Credit we give you is provisional until we receive final settlement for that entry. If we do not receive final settlement, you agree that we are entitled to a refund of the amount credited to you in connection with the entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

INTERNATIONAL ACH TRANSACTIONS. If your transaction originates from a financial agency that is outside of the territorial jurisdiction of the United States, it may be subject to additional review for compliance with the rules of the Office of Foreign Assets Control (OFAC). If additional review is required, the International ACH transaction will not be available to you until it passes final verification.

NOTICE OF RECEIPT. We will not provide you with notice of our receipt of the order, unless we are so requested by the transfer originator in the order. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

CHOICE OF LAW. We may accept on your behalf payments to your account which have been transmitted, that are not subject to the Electronic Fund Transfer Act, and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state where we are located.

DIRECT DEPOSITS. We may offer direct deposit services, including preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. If your account is overdrawn, you authorize us to deduct the amount of the overdraft from any deposit, including deposits of government payments or benefits. If we are required to reimburse the U.S. government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.

STOP PAYMENTS.

STOP PAYMENT ON CHECKS. You may stop payment on a check drawn against your account by a record or written order or other confirmation as allowed by us, provided that we receive the Stop Payment Order in a time and manner that gives us a reasonable opportunity to act on it. The Stop Payment Order must describe the check or account with reasonable certainty. Oral requests for a Stop Payment Order are binding on us for 14 calendar days only and must be confirmed by you in a record or writing within that period. If the record or written confirmation is not received as specified, we will no longer be bound by your request. Upon receipt of confirmation in a record or writing, a Stop Payment Order on a check remains in effect for twelve months or until we receive a record or writing revoking the Stop Payment Order, whichever occurs first. If the check on which a Stop Payment Order has been placed has not cleared or been returned to you by the payee, you may renew the Stop Payment Order for an additional six months by providing a request to us in a record or writing within the time period the Stop Payment Order is in effect. You understand that we may accept the Stop Payment Order request from any of the authorized signers of the account regardless of who signed the check.

We have a daily cutoff time by which we must receive any knowledge, notice, Stop Payment Order, set-off or legal process affecting our right or duty to pay a check. That cutoff time is one hour after the opening of your branch's banking day, following the banking day on which your branch received the check.

STOP PAYMENT ON ACH DEBITS. A Stop Payment Order may be placed on either a one-time debit transfer or on a multiple debit entry transfer. If you request a Stop Payment Order on an Electronic Check Conversion or other one-time debit transfer, we must receive the request, orally or in a record or writing, in a period of time that provides us a reasonable opportunity to act on it prior to acting on the debit entry, otherwise the Stop Payment Order shall be of no effect. If you requested a stop payment on a multiple debit entry transfer, we must receive the Stop Payment Order, orally or in a record or writing, at least three business days before a scheduled multiple debit entry. Oral stop payment orders are binding on us for 14 calendar days only and must be confirmed by you in a record or writing within that period. A Stop Payment Order on an ACH debit will remain in effect until the earlier of 1) your withdrawal of the Stop Payment Order, or 2) the return of the debit entry, or, where a Stop Payment Order is applied to more than one debit entry under a specific authorization involving a specific payee (Originator), the return of all such debits. When a stop is placed on a multiple debit entry transfer, we may require your confirmation in a record or writing stating that you have canceled your authorization for the transfer with the payee (a Stop Payment Order does not revoke authorization).

The Stop Payment Order shall be governed by the provisions of the Uniform Commercial Code 4A in effect in the state in which we are located, the Electronic Fund Transfer Act (Regulation E), Nacha Operating Rules, and any applicable state law.

You may be charged a fee every time you request a Stop Payment Order, and for each Stop Payment Order renewal you make. A release of the Stop Payment Order may be made by the person who initiated the stop payment request or any of the authorized signers on the account. Our acceptance of a stop payment request does not constitute a representation by us that the item has not already been paid or that we have had a reasonable opportunity to act on the request.

DEATH OR INCOMPETENCY. Neither your death nor a legal adjudication of incompetence revokes our authority to accept, pay, or collect items until we know of the fact of death or of an adjudication of incompetence and have a reasonable opportunity to act on it. To the extent permitted by law, even with knowledge, we may for 10 days after the date of death, pay checks drawn on or before the date of death unless ordered to stop payment by a person claiming an interest in the account.

NON-SUFFICIENT FUNDS AND OVERDRAFTS - AVAILABLE BALANCE.

HOW WE DECIDE TO PAY AN ITEM OR DEBIT. We use an available balance method to determine if there are sufficient funds in your account to pay an item or debit transaction. The available balance reflects deposits and transactions that have been posted to your account, such as checks you have written, and transactions that have been authorized but not yet posted to your account, including deposit holds and holds on debit card transactions that have been authorized but not yet posted (i.e., preauthorization holds). These pending transactions and holds reduce your available balance. For example, you have \$100 in your account and a pending transaction of \$30. Your available balance is \$70 because the pending \$30 transaction reduces your available account balance.

HOW WE ASSESS FEES. If there are insufficient funds to pay a debit transaction or item based on your available balance, we may either: 1) return the debit or item or 2) pay the debit or item at our discretion. We may charge you fees if we return the debit or item or pay the debit or item on your behalf.

RETURN ITEM FOR NON-SUFFICIENT FUNDS. If we do not pay the debit transaction or item on your behalf and return the debit or item, we may charge you non-sufficient funds fee. Pursuant to Nacha Operating Rules and Guidelines and other applicable laws, a debit or item may be presented for payment more than one time.

OVERDRAFTS. If we pay the debit transaction or item on your behalf, you will be responsible for the overdrawn balance, and we may charge you overdraft fees. As discussed above, subsequent pending transactions and holds impact your available balance, which may cause your account to become overdrawn and subject to overdraft fees. For example, you have \$100 in your account. You use your debit card at a gas station and a preauthorization hold of \$60 is placed on your account because the amount of the transaction is not known at the time of authorization even though your gas was only \$50. The authorization hold reduces your available account balance to \$40. You then spend \$50 on groceries. If we pay this debit on your behalf, you will be responsible for paying the overdrawn balance, and we may charge you overdraft fees.

SIGNATURES. Your signature on the Account Information document is your authorized signature. You authorize us, at any time, to charge you for all checks, drafts, orders, or other items for the payment of money, that are drawn on us regardless of by whom or by what means (including facsimile signature(s)) your signature may have been affixed so long as the signature resembles the signature specimen in our files. For withdrawal and other purposes relating to any account you have with us, we are authorized to recognize your signature; and we will not be liable to you for refusing to honor signed instruments or instructions if we believe in good faith that one or more of the signatures appearing on the instrument or instructions is not genuine.

If your items are signed using any facsimile signature or non-manual form of signature, you acknowledge that it is solely for your benefit and convenience. You agree that no facsimile signature you have authorized us to honor may be considered a forgery or an unauthorized signature, and that every authorized facsimile signature shall be effective as the signatory's own original, manual signature.

You accept sole responsibility for maintaining security over any device affixing the signature as such signature will be effective regardless of whether the person affixing it was authorized to do so. Your authorization notwithstanding, we are not obligated to accept or pay any items bearing facsimile signatures.

Further, most checks, and other items are processed automatically, i.e., without individual review of each item. Therefore, unless we agree in a separate writing, in our sole discretion, upon your request and due to unique circumstances to conduct individual review of each item, you agree that we are acting within common and reasonable banking practices by automatically processing checks, and other items, i.e., without individual review of each check, or item. You agree to indemnify, defend, and hold us harmless from and against all loss, costs, damage, liability, and other injury (including reasonable attorney fees) that you or we may suffer or incur as a result of this practice.

PAYMENT OF INTEREST. Interest, if applicable, will be calculated and paid in accordance with the Disclosures provided to you at the time you opened the account.

FEES, SERVICE CHARGES AND BALANCE REQUIREMENTS. You agree to pay us and are responsible for any fees, charges or balance/deposit requirements as provided in the Disclosures provided to you at the time you opened the account. Fees, charges and balance requirements may change from time to time. We also reserve the right to impose a service charge for cashing checks drawn on your account if the person cashing the check is not a customer of this Bank.

SPECIAL ACCOUNT INSTRUCTIONS (INDIVIDUAL ACCOUNT). You may request that we facilitate certain trust, will, or court-ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or provide us with other protection. We may require that account changes requested by any account owner, such as adding or closing an account or service, be evidenced by a signed document that evidences a change to an account and accepted by us. You and any surviving owner or beneficiary agree to indemnify and hold us harmless from any claim or liability asserted against us as a result of the disposition of funds in reliance on this Agreement and any account designations of yours.

WITHDRAWAL NOTICE REQUIREMENTS. We have the right to require seven days prior written notice from you of your intent to withdraw any funds from your account.

SET-OFFS AND SECURITY INTEREST. If you ever owe us money as a borrower, guarantor, or otherwise, and it becomes due, we have the right under the law (called "set-off") and under this Agreement (by which you grant us a security interest in your deposit account and any other accounts held by you) to use your account funds to pay the debt, where permitted by law. If your account is held jointly, that is, if there is more than one account owner, we may offset funds for the debt of any one of the joint owners. Similarly, we may also set-off funds from the individual accounts of any one of the joint owners to satisfy obligations or debts in the joint account. The security interest granted by this Agreement is consensual and is in addition to our right of set-off.

CLAIMS. In response to any garnishment, attachment, restraining order, injunction, levy, citation to discover assets, judgment, reclamation, other order of court or other legal process ("Claim(s)"), we have the right to place a hold on, remove from your account(s) and/or remit to the designated third-party(ies) any amount on deposit in your account(s) as set forth in and required by such Claim(s). If the account(s) is/are held jointly, we may place the hold, remove from the account(s) and/or remit the amounts from the account(s) arising from any Claim(s) relating to any one or more of the account holders. In addition, we may charge against your account(s) any fee authorized by law in connection with the Claim(s) or as otherwise set forth in the Disclosures.

DORMANT/INACTIVE ACCOUNTS. You understand that if no activity occurs in your account within the time period specified by state law and if you had no other active relationship with us during the previous three years, you may be charged the fee specified in the Disclosures, or otherwise provided to you, and your account balance may be escheated (that is, transferred to the state) in accordance with state law. You agree that we are relieved of all responsibility if your account balance is escheated (that is, turned over to the state) in accordance with state law.

ATTORNEYS' FEES AND EXPENSES. You agree to be liable to us for any loss, costs or expenses, including reasonable attorneys' fees to the extent permitted by law, that we incur as a result of any dispute involving your account, and you authorize us to deduct any such loss, costs or expense from your account without prior notice to you. This obligation includes disputes between yourself and us involving the account and situations where we become involved in disputes between you and an authorized signer, another joint owner, or a third party claiming an interest in the account. It also includes situations where you, an authorized signer, another joint owner, or a third party takes action with respect to the account that causes us, in good faith, to seek the advice of counsel, whether or not we actually become involved in a dispute.

LEGAL PROCESS AGAINST ACCOUNT. You agree to be responsible for, to reimburse us, and/or have your account charged for any expenses or reasonable attorney fees we incur due to an attachment, garnishment, levy or subpoena of records of your account. Any garnishment or other levy against your account is subject to our right of set-off and security interest. We may restrict the use of your account if it is involved in any legal proceeding.

CLOSING ACCOUNT. We may close the account at any time, with or without cause, after sending you notice if advance notice is required by law. If applicable, a notice may be sent to you that specifies when the account will be closed. At our discretion, we have the authority to pay an otherwise properly payable check, which is presented after the closing of your account. Such a termination will not release you from any fees or other obligations incurred before the termination. We will send a check for the balance in our possession to which you are entitled.

OUR WAIVER OF RIGHTS. You understand and agree that no delay or failure on our part to exercise any right, remedy, power or privilege available to us under this Agreement shall affect or preclude our future exercise of that right, remedy, power or privilege.

YOUR WAIVER OF NOTICE. By signing the Account Information form, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your deposit account to the extent permitted by law. For example, if a check that you deposited is dishonored and returned to us, we are not required to notify you of the dishonor.

NOTICE. You are responsible for notifying us of any address or name changes, death of an account holder, or other information affecting your account. Notices must be in a form and manner acceptable to us with enough information to allow us to identify the account.

Notice sent by you to us is not effective until we have received it and have had a reasonable opportunity to act upon it. Written notice sent by us to you is effective when mailed to the last address supplied.

LIABILITY. If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if, for example: (1) your account contains an insufficient available balance for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We will not be liable for consequential damages, except liability for wrongful dishonor. We are not responsible for a check that is paid by us if we acted in a commercially reasonable manner and exercised ordinary care. We exercise ordinary care if our actions or non-actions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearing house rules, and general financial institution practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict regarding what you and our employees say or write will be resolved by reference to this Agreement.

TAXPAYER IDENTIFICATION NUMBER AND BACKUP WITHHOLDING. You must provide a taxpayer identification number (hereinafter TIN) with your account with us. If you fail to provide your TIN within a reasonable time, we may suspend opening your account or close your account and return the balance to you, less any applicable service fees. We may withhold taxes from interest earned on your account as required by federal or state law or regulations. Your failure to furnish a correct TIN or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service a percentage of interest and certain other payments.

CERTIFIED BENEFICIAL OWNER INFORMATION (BUSINESS ACCOUNT). You are responsible for notifying us of any changes to the certified beneficial ownership information of the legal entity customer that was provided to us. Notice should be made to us as soon as practical upon a change to the beneficial ownership information in a form and manner acceptable to us.

TELEPHONE AND ELECTRONIC COMMUNICATION. You agree that we may call or send text messages to you at the telephone numbers that you provide to us, including a cell phone number, which may result in charges to you, for informational purposes regarding your account(s) with us. These calls and text messages may be made from an automatic telephone dialing system (i.e., an autodialer) or from an artificial or prerecorded voice message system. Additionally, you agree that we may send electronic communication to you at the email addresses you provide to us. You may contact us at any time if you no longer want to receive these communications from us. You also agree that we may monitor and record telephone and electronic communications that affect your account(s) with us to the extent permitted by law. We need not provide further notice to you or receive additional approval.

ONLINE OR MOBILE SERVICES. If you open an account or obtain a product or service from us using our online or mobile services, we may record your personal information from a scan or a copy of your driver's license or other personal identification card, or we may receive an image or make a copy of your driver's license or other personal identification card. We may store or retain this information to the extent permitted by law.

AMENDMENTS AND ALTERATIONS. Except as prohibited by law, we may amend this Agreement by adding, removing, or changing terms at any time. We will notify you of amendments as required by applicable law. Your continued use of the account evidences your agreement to any amendments. Notices will be sent to the most recent address shown on the account records. Only one notice will be given in the case of joint account holders.

SEVERABILITY. If a court for any reason holds a provision of this Agreement to be unenforceable, the rest remains fully enforceable. All headings are intended for reference only and are not to be construed as part of the Agreement.

ENFORCEMENT. You are liable to us for any losses, costs, or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs, or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post judgment collection actions.

EFFECTIVE APPLICABLE LAWS AND REGULATIONS. You understand that this Agreement is governed by the laws of California, except to the extent that federal law is controlling. Changes in these laws and regulations may modify the terms and conditions of your account(s). We do not have to notify you of these changes, unless required to do so by law. If any of the terms of this Agreement come into conflict with the applicable law and are declared to be invalid or unenforceable, those terms will be nullified to the extent that they are inconsistent with the law and the applicable law will govern. However, this shall not affect the validity of the remaining provisions.

NOTICE OF POTENTIAL DISCLOSURE OF NEGATIVE INFORMATION TO CONSUMER REPORTING AGENCIES

This notice is being furnished pursuant to the Fair Credit Reporting Act (15 U.S.C. 1681) as amended by the Fair and Accurate Credit Transactions Act of 2003 (FACT Act).

NOTICE

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

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

ELECTRONIC FUND TRANSFER DISCLOSURE AND AGREEMENT



For purposes of this disclosure and agreement the terms "we", "us" and "our" refer to COMMERCIAL BANK OF CALIFORNIA. The terms "you" and "your" refer to the recipient of this disclosure and agreement.

The Electronic Fund Transfer Act and Regulation E require institutions to provide certain information to customers regarding electronic fund transfers (EFTs). This disclosure applies to any EFT service you receive from us related to an account established primarily for personal, family or household purposes. Examples of EFT services include direct deposits to your account, automatic regular payments made from your account to a third party and one-time electronic payments from your account using information from your check to pay for purchases or to pay bills. This disclosure also applies to the use of your Debit Card (hereinafter referred to collectively as "Debit Card") at automated teller machines (ATMs) and any networks described below.

TERMS AND CONDITIONS. The following provisions govern the use of EFT services through accounts held by COMMERCIAL BANK OF CALIFORNIA which are established primarily for personal, family or household purposes. If you use any EFT services provided, you agree to be bound by the applicable terms and conditions listed below. Please read this document carefully and retain it for future reference.

DEFINITION OF BUSINESS DAY. Business days are Monday through Friday excluding holidays.

ELECTRONIC FUND TRANSFER SERVICES PROVIDED

DEBIT CARD SERVICES. The services available through use of your Debit Card are described below.

DEBIT CARD SERVICES:

- You may withdraw cash from your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may make balance inquiries on your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may use your card at any merchant that accepts Visa® Debit Cards for the purchase of goods and services.

ATM SERVICES.

NETWORK. Your ability to perform the transactions or access the accounts set forth above depends on the location and type of ATM you are using and the network through which the transaction is being performed. A specific ATM or network may not perform or permit all of the above transactions.

You may access your Debit Card through the following network(s): NYCE, PLUS, PULSE, STAR.

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

POINT OF SALE TRANSACTIONS. Listed below is the card you may use to purchase goods and services from merchants that have arranged to accept your card as a means of payment (these merchants are referred to as "Participating Merchants"). Some Participating Merchants may permit you to receive cash back as part of your purchase. Purchases made with your card, including any purchase where you receive cash, are referred to as "Point of Sale" transactions and will cause your "designated account" to be debited for the amount of the purchase. We have the right to return any check or other item drawn against your account to ensure there are funds available to pay for any Point of Sale transaction. We may, but do not have to, allow transactions which exceed your available account balance. If we do, you agree to pay an amount equal to the overdrawn balance plus any overdraft fees.

The following card and the corresponding designated account(s) may be used for Point of Sale transactions:

- Debit Card: checking account.

Your Debit Card may also be used to obtain cash from your designated account(s) at participating financial institutions when so authorized under the terms of your Account Agreement.

CURRENCY CONVERSION - Visa®. When you use your card with the Visa® logo at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is a rate selected by Visa® from a range of rates available in wholesale currency markets for the applicable transaction date, which rate may vary from the rate Visa® itself receives, or the government-mandated rate in effect for the applicable transaction date, in each instance, plus or minus any adjustment determined by the issuer.

The conversion rate in effect on the transaction date may differ from the rate in effect on the central processing date or the posting date.

IMPORTANT ADDITIONAL FEE NOTICE. Visa® charges an International Service Assessment Fee on all international transactions.

Therefore, you will be charged .8% of the dollar amount of the transaction for each international transaction completed with your Visa® card when the country of the merchant or machine is different than your country as cardholder. Be aware that when making online purchases you may not know that the merchant is located in a different country.

SERVICES PROVIDED THROUGH USE OF TELEPHONE TRANSFER SERVICE. You may perform the following functions through use of Telephone Transfer Service:

- You may initiate transfers of funds between your checking and savings accounts, checking and money market accounts, checking and NOW accounts, savings and money market accounts, savings and NOW accounts, NOW accounts and money market accounts.
- You may make balance inquiries on your checking account(s), savings account(s), money market account(s), NOW account(s), and Loans.

In addition, you may perform other transactions such as: Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission, email, or leave by voice mail or on a telephone answering machine.

For questions or more information, call us at: (714)431-7000

TELEPHONE BILL PAYMENT SERVICE. You may make arrangements with us to initiate the direct payment of bills from your checking account(s), money market account(s), and NOW account(s) using our Telephone Bill Payment Service. This service is provided to you through an agreement between you and COMMERCIAL BANK OF CALIFORNIA. Please contact COMMERCIAL BANK OF CALIFORNIA for further information.

PREAUTHORIZED TRANSFER SERVICES.

- You may arrange for the preauthorized automatic deposit of funds to your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may arrange for the preauthorized automatic payments or other transfers from your checking account(s), savings account(s), money market account(s), and NOW account(s).

SERVICES PROVIDED THROUGH USE OF PERSONAL EBANKING, BUSINESS EBANKING AND MOBILE BANKING. COMMERCIAL BANK OF CALIFORNIA offers its customers use of our Personal eBanking, Business eBanking and Mobile Banking service.

You may access your account(s) by computer through the internet by logging onto our website at www.cbeal.com and using your identification and your password to: transfer funds from checking to checking or savings, transfer funds from savings to checking or savings, make payments from checking or savings to loan account(s) with us, make payments from checking to third parties (Bill Pay), get information about the account balance of checking or savings account(s), deposits to checking or savings accounts, withdrawals from checking or savings accounts.

ELECTRONIC CHECK CONVERSION. If your account is a checking account, you may authorize a merchant or other payee to make a one-time electronic payment from this account using information from your check to pay for purchases or to pay bills.

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.

LIMITATIONS ON TRANSACTIONS

TRANSACTION LIMITATIONS- DEBIT CARD.

CASH WITHDRAWAL LIMITATIONS. You may withdraw up to \$500.00 through use of ATMs in any one day.

There is a daily limit for all ATM withdrawal transactions. For security reasons, specific dollar limits are disclosed at the time the Debit Card is issued. COMMERCIAL BANK OF CALIFORNIA reserves the right to change dollar amount limits at any time upon prior notification.

POINT OF SALE LIMITATIONS. You may buy up to \$3,000.00 worth of goods or services in any one day through use of our Point of Sale service.

OTHER WITHDRAWAL LIMITATIONS. You may access your account(s) by ATM using your Visa Debit Card and personal identification number to get cash withdrawals from checking or savings account(s) with a debit card. You may withdraw no more than \$500.00 per day. Some of these services may not be available at all terminals.

Point of Sale Transactions- dollar limitations- using your card: you may not exceed \$3,000.00 in transactions per day.

When you use an ATM not owned by us the first 8 withdrawals per account per statement cycle are free; thereafter, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

OTHER LIMITATIONS.

- The terms of your account(s) may limit the number of withdrawals you may make each month.

Restrictions disclosed at the time you opened your account(s), or sent to you subsequently will also apply to your electronic withdrawals and electronic payments unless specified otherwise.

LIMITS ON TRANSFERS FROM CERTAIN ACCOUNTS. We may limit the number of checks, telephone transfers, online transfers, and preauthorized electronic transfers to an account you have with us and to third parties (including Point of Sale transactions) from money market and savings type accounts. You may be limited to six (6) such transactions from each savings or money market account you have per statement period for purposes of making a payment to a third party or by use of a telephone, computer, or wireless handheld device. Please refer to the Account Agreement for more information regarding transaction limitations.

NOTICE OF RIGHTS AND RESPONSIBILITIES

The use of any electronic fund transfer services described in this document creates certain rights and responsibilities regarding these services as described below.

RIGHT TO RECEIVE DOCUMENTATION OF YOUR TRANSFERS.

TRANSACTION RECEIPTS. Depending on the location of an ATM, you may not be given the option to receive a receipt if your transaction is \$15.00 or less. Upon completing a transaction of more than \$15.00, you will receive a printed receipt documenting the transaction (unless you choose not to get a paper receipt). These receipts (or the transaction number given in place of the paper receipt) should be retained to verify that a transaction was performed. A receipt will be provided for any transaction of more than \$15.00 made with your Debit Card at a Participating Merchant. If the transaction is \$15.00 or less, the Participating Merchant is not required to provide a receipt.

PERIODIC STATEMENTS. If your account is subject to receiving a monthly statement, all EFT transactions will be reported on it. If your account is subject to receiving a statement less frequently than monthly, then you will continue to receive your statement on that cycle, unless there are EFT transactions, in which case you will receive a monthly statement. In any case you will receive your statement at least quarterly.

PREAUTHORIZED DEPOSITS. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company:

- you can call us at (714)431-7000 to find out whether or not the deposit has been made.

USING YOUR CARD AND PERSONAL IDENTIFICATION NUMBER ("PIN"). In order to assist us in maintaining the security of your account and the terminals, the Debit Card remains our property and may be revoked or canceled at any time without giving you prior notice. You agree not to use your Debit Card for a transaction that would cause your account balance to go below zero, or to access an account that is no longer available or lacks sufficient funds to complete the transaction, including any available line of credit. We will not be required to complete any such transaction, but if we do, we may, at our sole discretion, charge or credit the transaction to your account; you agree to pay us the amount of the improper withdrawal or transfer upon request.

Certain transactions involving your Debit Card require use of your PIN. Your PIN is used to identify you as an authorized user. Because the PIN is used for identification purposes, you agree to notify COMMERCIAL BANK OF CALIFORNIA immediately if your Debit Card is lost or if the secrecy of your PIN is compromised. You also agree not to reveal your PIN to any person not authorized by you to use your Debit Card or to write your PIN on your Debit Card or on any other item kept with your Debit Card. We have the right to refuse a transaction on your account when your Debit Card or PIN has been reported lost or stolen or when we reasonably believe there is unusual activity on your account.

The security of your account depends upon your maintaining possession of your Debit Card and the secrecy of your PIN. You may change your PIN if you feel that the secrecy of your PIN has been compromised. You may change your PIN via the telephone.

RIGHTS REGARDING PREAUTHORIZED TRANSFERS.

RIGHTS AND PROCEDURES TO STOP PAYMENTS. If you have instructed us to make regular preauthorized transfers out of your account, you may stop any of the payments. To stop a payment,

call us at: (714)431-7000

or

write to: 19752 MacArthur Blvd. Suite, 100 Irvine, CA 92612

We must receive your call or written request at least three (3) business days prior to the scheduled payment. If you call, please have the following information ready: your account number, the date the transfer is to take place, to whom the transfer is being made and the amount of the scheduled transfer. If you call, we will require you to put your request in writing and deliver it to us within fourteen (14) days after you call.

NOTICE OF VARYING AMOUNTS. If you have arranged for automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you will be notified by the person or company ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

OUR LIABILITY FOR FAILURE TO STOP PREAUTHORIZED TRANSFER PAYMENTS. If you order us to stop one of the payments and have provided us with the information we need at least three (3) business days prior to the scheduled transfer, and we do not stop the transfer, we will be liable for your losses or damages.

YOUR RESPONSIBILITY TO NOTIFY US OF LOSS OR THEFT. If you believe your Debit Card or PIN or internet banking access code has been lost or stolen,

call us at:(800)500-1044 (Call after hours and weekends) or (800)500-1044 (Call after hours and weekends)

or

write to:19752 MacArthur Blvd. Suite., 100 Irvine, CA 92612

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

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

CONSUMER LIABILITY. Tell us AT ONCE if you believe your Debit Card or PIN or internet banking access code has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit, if applicable). If you tell us within two (2) business days after you learn of the loss or theft of your Debit Card or PIN or internet banking access code you can lose no more than fifty dollars (\$50) if someone used your Debit Card or PIN or internet banking access code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Debit Card or PIN or internet banking access code and we can prove we could have stopped someone from using your Debit Card or PIN or internet banking access code without your permission if you had given us notice, you can lose as much as fifty dollars (\$50.00).

Also, if your statement shows transfers you did not make, including those made by card, code, or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was transmitted to you, you may not receive back any money you lost after the sixty (60) days, and therefore, you may not get back any money in your account, if we can prove that we could have stopped someone from taking the money had you given us notice in time. If a good reason (such as a long trip or hospital stay) keeps you from giving the notice, we will extend the time periods.

CONSUMER LIABILITY FOR UNAUTHORIZED TRANSACTIONS INVOLVING DEBIT CARD. The limitations on your liability for unauthorized transactions described above generally apply to all electronic fund transfers. However, different limitations apply to certain transactions involving your card with the Visa® logo. These limits apply to unauthorized transactions processed on the Visa® or Plus Network.

If you notify us about an unauthorized transaction involving your card with the Visa® logo and the unauthorized transaction took place on the Visa® or Plus Network, zero liability will be imposed on you for the unauthorized transaction. We may increase the limit of your liability for such unauthorized transactions to the amounts described under "Consumer Liability" above if we reasonably determine, based on substantial evidence, that you were negligent or fraudulent in the handling of your account or your card with the Visa® logo, you were proven to have participated in the transaction, or both. The zero liability provisions do not apply to PIN-based debit transactions not processed by the Visa® or Plus Network, including ATM transactions outside of the United States.

Your liability for unauthorized transactions with your card with the Visa® logo that involve PIN-based debit transactions not processed by the Visa® or Plus Network, including ATM transactions, are described under "Consumer Liability" above.

ILLEGAL USE OF DEBIT CARD. You agree not to use your Debit Card for any illegal transactions, including internet gambling and similar activities.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS. In case of errors or questions about your electronic fund transfers,

call us at: (714)431-7000

or

write to: 19752 MacArthur Blvd., Suite 100 Irvine, CA 92612

or

use the current information on your most recent account statement.

Notification should be made as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt.

You must contact COMMERCIAL BANK OF CALIFORNIA no later than sixty (60) days after we sent you the first statement on which the problem or error appears. You must be prepared to provide the following information:

- Your name and account number.
- A description of the error or transaction you are unsure about along with an explanation as to why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.

If you provide oral notice, you may be required to send in your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days (twenty (20) business days for new accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days for new accounts and foreign initiated or Point of Sale transfers) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty (20) business days for new accounts) for the amount which you think is in error, so that you will have the use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30) days after the first deposit to the account is made, including those for foreign initiated or Point of Sale transactions. Visa's cardholder protection policy requires that we provide provisional credit for losses from unauthorized Visa® Debit Card use within five (5) business days of notification of the loss, unless we determine that additional investigation is warranted and allowed by applicable laws or regulations.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation. In Case of Errors or Questions About Your Electronic Transfers, call or write us at the telephone number or address listed in this disclosure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem or error appeared. (1) Tell us your name and account number (if any) (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information. (3) Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days (five (5) business days for Visa Debit Card point-of-sale transactions processed by Visa and twenty (20) business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty five (45) days (ninety (90) days if the transfer involves a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (five (5) business days for Visa Debit Card point-of-sale transactions processed by Visa and twenty (20) business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. Your account is considered a new account for the first thirty (30) days after the first deposit is made, unless each of you already have an established account with us before this account is opened. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

LIABILITY FOR FAILURE TO COMPLETE TRANSACTION. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages as provided by law. However, there are some exceptions. We will NOT be liable, for instance:

- If through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would result in your exceeding the credit limit on your line of credit, if you have one
- If circumstances beyond our control (such as fire or flood, computer or machine breakdown, or failure or interruption of communications facilities) prevent the transfer, despite reasonable precautions we have taken.
- If we have terminated our Agreement with you.
- When your Debit Card has been reported lost or stolen or we have reason to believe that something is wrong with a transaction.
- If we receive inaccurate or incomplete information needed to complete a transaction.
- In the case of preauthorized transfers, we will not be liable where there is a breakdown of the system which would normally handle the transfer.
- If the funds in the account are subject to legal action preventing a transfer to or from your account.
- If the electronic terminal does not have enough cash to complete the transaction.

There may be other exceptions provided by applicable law.

CHARGES FOR TRANSFERS OR THE RIGHT TO MAKE TRANSFERS. The following fees and charges may be imposed on your Savings or checking accounts account:

We do not charge for direct deposits to any type of account. We do not charge for preauthorized payments from any type of account. Except as indicated elsewhere, we do not charge for these electronic funds transfers. \$5.00

DISCLOSURE OF ACCOUNT INFORMATION. You agree that merchant authorization messages transmitted in connection with Point of Sale transactions are permissible disclosures of account information, and you further agree to release COMMERCIAL BANK OF CALIFORNIA and hold it harmless from any liability arising out of the transmission of these messages.

We will disclose information to third parties about your account or electronic fund transfers made to your account:

1. Where necessary to complete a transfer or to investigate and resolve errors involving the transfer(s); or
2. In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant; or
3. In order to comply with government agency or court orders; or
4. If you give us your permission in a record or writing.

AMENDING OR TERMINATING THE AGREEMENT. We may change this agreement from time to time. You will be notified at least 30 days before a change will take effect if it will cause you an increase in costs or liability or it will limit your ability to make electronic fund transfers. No notice will be given if the change is necessary for security reasons. We also have the right to terminate this agreement at any time.

SAFETY PRECAUTIONS FOR ATM TERMINAL USAGE. Please keep in mind the following basic safety tips whenever you use an ATM:

- Have your Debit Card ready to use when you reach the ATM. Have all of your forms ready before you get to the machine. Keep some extra forms (envelopes) at home for this purpose.
- If you are new to ATM usage, use machines close to or inside a financial institution until you become comfortable and can conduct your usage quickly.
- If using an ATM in an isolated area, take someone else with you if possible. Have them watch from the car as you conduct your transaction.
- Do not use ATMs at night unless the area and machine are well-lighted. If the lights are out, go to a different location.
- If someone else is using the machine you want to use, stand back or stay in your car until the machine is free. Watch out for suspicious people lurking around ATMs, especially during the times that few people are around.
- When using the machine, stand so you block anyone else's view from behind.
- If anything suspicious occurs when you are using a machine, cancel what you are doing and leave immediately. If going to your car, lock your doors.
- Do not stand at the ATM counting cash. Check that you received the right amount later in a secure place, and reconcile it to your receipt then.
- Keep your receipts and verify transactions on your account statement. Report errors immediately. Do not leave receipts at an ATM location.



FUNDS AVAILABILITY POLICY DISCLOSURE

PURPOSE OF THIS DISCLOSURE. Our general policy is to allow you to withdraw funds deposited in an account on the first Business Day after the day of deposit. Funds from electronic direct deposits will be available on the day we receive the deposit. In some cases, we may delay your ability to withdraw funds beyond the first Business Day after the day of deposit. Our complete policy is summarized below.

For purposes of this disclosure, the terms "you"/"your" refer to the customer and the terms "our"/"we"/"us" refer to COMMERCIAL BANK OF CALIFORNIA. The term "account" includes any demand deposit, negotiable order of withdrawal account, savings deposit, money market account or other non-time deposit account.

DETERMINING THE AVAILABILITY OF YOUR DEPOSIT. The length of the delay varies depending on the type of deposit and is explained below. When we delay your ability to withdraw funds from a deposit, you may not withdraw the funds in cash, and we will not pay checks you have written on your account by using these funds. Even after we have made funds available to you and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

When we delay your ability to withdraw funds, the length of the delay is counted in Business Days from the day of your deposit. The term "Business Day" means any day other than a Saturday, Sunday or federally declared legal holiday, and the term "Banking Day" means that part of any Business Day on which we are open to the public for carrying on substantially all of our banking functions.

If you make a deposit before the close of business on a Business Day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the close of business or on a day that we are not open, we will consider the deposit made on the next Business Day we are open.

AVAILABILITY SCHEDULE

Same Day Availability. Funds from deposits of:

- electronic direct deposits
- cash*
- wire transfers
- checks drawn on us

will be available on the day of deposit.

Next Day Availability. Funds from deposits of:

- U.S. Treasury checks**
- U.S. Postal Service money orders**
- Federal Reserve Bank or Federal Home Loan Bank checks** State or Local Government checks**
- Cashier's, Certified, or Teller's checks**

will be available on the first Business Day after the day of deposit.

Other Check Deposits. Funds from all other check deposits will be available on the first Business Day after the day of your deposit.

* **Cash Deposits.** If the cash deposits are made in person to an employee of COMMERCIAL BANK OF CALIFORNIA, then the funds will be made available on the day we receive your deposit. If the deposits are not made in person to an employee, then the funds will be made available no later than the second Business Day after the day of your deposit.

** **Check Deposits.** Check deposits include U.S. Treasury checks; U.S. Postal Service money orders; Federal Reserve Bank or Federal Home Loan Bank checks; State or Local Government checks; and Cashier's, Certified, or Teller's checks. In order for these check deposits to be made available according to the funds availability schedule above, the following conditions are required:

U.S. Treasury Checks. These checks must be made payable to you and deposited into your account.

U.S. Postal Service Money Orders; Federal Reserve Bank or Federal Home Loan Bank Checks; State or Local Government Checks; or Cashier's, Certified, or Teller's Checks. These checks must be made payable to you, made in person to one of our employees, and deposited into your account.

If any of these conditions are not satisfied, then the funds from these check deposits will be made available no later than the second Business Day after the day of your deposit.

LONGER DELAYS MAY APPLY. In some cases, we will not make all of the funds that you deposit by check available to you according to the previously stated availability schedule. Depending on the type of check that you deposit, funds may not be available until the second Business Day after the day of your deposit. The first \$225.00 of your deposits, however, may be available on the first Business Day after the day of deposit.

If we are not going to make all of the funds from your deposit available to you according to the previously stated availability schedule, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

Funds you deposit by check may be delayed for a longer period under the following circumstances:

- (a) if we believe a check you deposit will not be paid;
- (b) if you deposit checks totaling more than \$5,525 on any one day;
- (c) if you redeposit a check that has been returned unpaid;
- (d) if you have overdrawn your account repeatedly in the last six months; or
- (e) if an emergency condition arises that would not enable us to make the funds available to you, such as the failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the Seventh Business Day after the day of your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

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

Same Day Availability. Funds from cash*, wire transfers, and electronic direct deposits made to your account, and checks drawn on us will be available on the day we receive the deposit.

Next Day Availability. Funds from the first \$5,525 of a day's total deposits of:

- U.S. Treasury checks**
- U.S. Postal Service money orders**
- Federal Reserve Bank or Federal Home Loan Bank checks** State or Local Government checks**
- Cashier's, Certified, or Teller's checks** Traveler's Checks**

are available on the first Business Day after the day of your deposit.

Funds Exceeding \$5,525. The excess over \$5,525 of a day's total check deposits will be available on the Ninth Business Day after the day of your deposit.

Other Check Deposits. Funds from all other check deposits will be available on the Ninth Business Day after the day of deposit.

* **Cash Deposits.** If the cash deposits are made in person to an employee of COMMERCIAL BANK OF CALIFORNIA, then the funds will be made available on the day we receive your deposit. If the deposits are not made in person to an employee, then the funds will be made available no later than the second Business Day after the day of your deposit.

** **Check Deposits.** Check deposits include U.S. Treasury checks; U.S. Postal Service money orders; Federal Reserve Bank or Federal Home Loan Bank checks; State or Local Government checks; Cashier's, Certified, or Teller's checks; and Traveler's checks. In order for these check deposits to be made available according to the funds availability schedule above, the following conditions are required:

U.S. Treasury Checks. These checks must be made payable to you and deposited into your account.

U.S. Postal Service Money Orders; Federal Reserve Bank or Federal Home Loan Bank Checks; State or Local Government Checks; Cashier's, Certified, or Teller's Checks; or Traveler's checks. These checks must be made payable to you, made in person to one of our employees, and deposited into your account.

If any of these conditions are not satisfied, then the first \$5,525 of a day's total check deposits will be made available no later than the second Business Day after the day of your deposit.



SUBSTITUTE CHECKS AND YOUR RIGHTS

IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

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

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

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

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

If you use this procedure, you may receive up to \$2,500.00 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

HOW DO I MAKE A CLAIM FOR A REFUND? If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us by:

Phone at: (714)431-7000 or
Mail at: 19752 MacArthur Blvd., Suite 100 Irvine, CA 92612
Email at: check21@combanca.com

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:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect); An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check and/or the following information to help us identify the substitute check such as the check number, the name of the person to whom you wrote the check, the amount of the check. Substitute 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 the 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.

FACTS**WHAT DOES COMMERCIAL BANK OF CALIFORNIA DO WITH YOUR PERSONAL INFORMATION?****Why?**

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

What?

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

- Social Security number and account balances
- Payment history and transaction history
- Overdraft history and checking account information

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

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Commercial Bank of California chooses to share; and whether you can limit this sharing.

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

Questions?

Call (877)206-9167 or go to <https://www.cbcal.com> for more information

Who we are

Who is providing this notice?	Commercial Bank of California
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What we do

How does Commercial Bank of California protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Commercial Bank of California collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> - open an account or deposit money - pay your bills or apply for a loan - provide account information <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> - sharing for affiliates' everyday business purposes - information about your creditworthiness - affiliates from using your information to market to you - sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>

Definitions

Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <p>- <i>Commercial Bank of California has no affiliates.</i></p>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <p>- <i>Commercial Bank of California does not share with nonaffiliates so they can market to you.</i></p>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <p>- <i>Commercial Bank of California doesn't jointly market.</i></p>