

Deposit Agreement and Disclosure



ACCOUNT INFORMATION

CHECKING, SAVINGS, AND TIME DEPOSIT

DISCLOSURE INFORMATION



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Introduction

This Deposit Agreement and Disclosure (“Deposit Contract”), the signature card and all Additional Documentation (as defined below) constitute your agreement with us and set forth the terms and conditions of your deposit accounts and services with the Bank. It is important that you carefully review these documents and keep them for your later reference. The Agreement contains important information about your accounts and services, important terms and agreements of the Bank that can be enforced by you, and important terms and agreements made by you that can be enforced by the Bank.

Our business days are Monday through Friday, excluding legal holidays.

The terms of this Deposit Contract and those in any Additional Documentation may be changed (to include amendments, modifications, additions of new terms, or other changes) at any time by the Bank. If the law so requires, notice of a change will be given to you in accordance with the applicable legal requirements. Unless otherwise set forth in the change in terms notice, your continued use of an account or service after notice of a change has been sent or made available to you will constitute your consent to the change. If you do not accept a change in terms, you may be required to close an account. A change in terms may (unless otherwise prohibited by law) apply to your existing accounts and the funds already on deposit in them. Please read all communications from us carefully, and call the Bank if you have questions or comments.

When you sign a Signature Card and Agreement (that is, our signature card), you and each authorized signer agree to this Deposit Contract and to the terms of any Additional Documentation. Collectively, the signature card, this Deposit Contract and any Additional Documentation may be referred to as the Agreement. The Agreement applies to all accounts you have with us and to the services that are described in this Agreement or in the Additional Documentation. The Agreement applies to the Bank and to you and to banking transactions that take place with us or at our offices. This Agreement supersedes any previous deposit account agreements with us.

Except as stated herein, or as otherwise may be required by law, the provisions of this Agreement are governed by the laws of the State of California and federal law. However, where a law, rule, or regulation that is not otherwise capable of being modified by this Agreement results in a limitation on the Bank’s rights, then the Bank’s rights under this Agreement are limited to the extent (but only to the extent) necessary to prevent a violation of that law, rule or regulation.

Important Information about Procedures for Opening a New Account (Including USA Patriot Act Disclosures)

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 to you: When you open an account, we will ask for your name, address, date of birth, tax identification number (TIN) and other information that will allow us to identify you. We may also ask to see a driver's license or other identifying documents for account owners and authorized users.

Owners for fiduciaries, partnerships, corporations, and fictitious business names or other business names may also be asked at account opening and from time to time to provide us with valid documentation of trust agreements (or certification of trust), court orders, partnership agreements, certificates of limited partnership, articles of incorporation, and filed fictitious business name statements, in addition to any other documents deemed necessary by us. The Bank may restrict access to any account, such as preventing withdrawals and deposits, until requested documentation is provided.

Definitions

In the Deposit Agreement, the term "check" includes a check as defined under Federal Reserve Board Regulation CC (12 CFR Part 29) (for example, image replacement documents or substitute checks, and remotely created checks), drafts, withdrawal slips, items or similar instruments, as well as paper or electronic images or copies of any of the foregoing. The term "other deposit" means a deposit or credit to your account that is not a check (for example, an incoming wire transfer or electronic credit to your account). The term "other payments" means a withdrawal or transfer from your account that is not by check. Examples of "other payments" are wire transfers and other payment orders or funds transfers from your account, processed or rejected ATM or debit card transactions, debits due to point-of-sale (POS) transactions, bill payment instructions, telephone transfers, automatic transfers, preauthorized debits or wire transfers, automated clearing house or other electronic debits, or other orders or instructions for the payment, transfer or withdrawal of funds.

"You" and "your" mean all account owners and all authorized signers. An "account owner" includes each individual, joint tenants, tenants in common, both spouses on a community property account, the trustees of a trust and the executors, administrators, and conservators acting under letters of administration (notwithstanding ownership may be in a fiduciary capacity). When only an account owner is intended, this Agreement refers to an "account owner". Otherwise, the term "authorized signer" includes all account owners. "Authorized signer" means persons authorized by you or otherwise authorized to transact on an account (for example, under your signature card). "We," "us," "our" and similar terms refer to Westamerica Bank, also referred to as the Bank.

"Additional Documentation" means agreements or contracts, fee schedules, user guides, and other documentation that the Bank delivers to you in connection with your opening

or use of an account or service. You agree to the Additional Documentation applicable to an account or service if you use the account or service or if you sign or otherwise agree to another document that contains the Additional Documentation. If there are inconsistencies between this Deposit Agreement and any Additional Documentation, then the terms of the Additional Documentation will govern.

The word “may,” or “reserves the right” or similar language when used in reference to action or inaction by the Bank, is permissive and means that the Bank is allowed at its sole discretion to take action or inaction but is not required to act or to refrain from acting. To “communicate” is to provide, send or deliver a communication and where authorized or allowed under this Agreement may occur verbally, in writing or via electronic communication. The Bank will have no liability for inaction where it has discretion not to act. The word “include(s)” means “including but not limited to” the examples given.

Other terms have the definition given to them in this Deposit Agreement.

Your Deposits

Checks and Other Deposits

All checks or other deposits (other than cash deposits) will be accepted by the Bank subject to actual collection by the Bank of the check, draft or other payment that is deposited. The Bank may in some cases give immediate provisional credit for a check or other deposit to your account. In other instances the Bank may put a “hold” on a deposit or on funds in your account, for example to allow for the time we believe appropriate for collecting payment on a check or other deposit from the payor financial institution. If a hold is placed on a deposit, you will be notified of the length of the hold. Please refer to the Bank’s Funds Availability Policy section of this Deposit Agreement for details. The Bank may accept cash, checks and other deposits for credit to your account in all cases, including when the deposit is made by a person who is not an authorized signer, without seeking specific advance confirmation from you for the deposit. You agree to notify us immediately if you become aware of any unauthorized deposit to your account.

When you make a deposit to your account, the Bank may credit your account for the amount stated on your deposit slip. The amount of the deposit is subject to subsequent verification by the bank, though we reserve the right not to do so in every case. If, after any review, the Bank determines that the amount credited to your account is incorrect, the Bank may adjust your account for the amount of the discrepancy but reserves the right not to do so if the discrepancy would not be a disadvantage to you.

The Bank reserves the right to refuse any check or other deposit you want to make at any time, for example if it does not conform to the Bank’s standards for deposits or if the Bank decides to limit the size of any account balance or deposit for you or for the type of account you have.

When you deposit or endorse a check, or receive credit for another deposit, you accept and are assuming full responsibility for payment of that check or other deposit to us. If a check or other deposit is returned to us unpaid for any reason, you agree to repay the Bank for the full amount of the check or other deposit. Your obligation to repay the Bank arises whether or not (i) you endorsed a check or authorized the deposit, (ii) the check or other deposit is returned to us within any time limits applicable to the deposit, to the payor financial institution or to any other party to the transaction, (iii) the payor financial institution or any other party to the transaction met the requirements of any law, rule or regulation applicable to the handling of the check or other deposit, or (iv) there exists defenses that the Bank might have or may assert against the returning institutions or any other party to the transaction. You waive any right you may have to protest or present notice of dishonor. You authorize the Bank to reverse any deposit credit given to your account if a check or other deposit is returned even if the credit is no longer provisional. You authorize the Bank to charge your account in connection with any check or other deposit the Bank has cashed for you or credited to your account if the check or other deposit is not paid by the institution upon which it is drawn (whether or not you have been allowed to withdraw the funds). You authorize the Bank to charge your account when a check is returned if the person who drew the check or any other person or financial institution claims that the check is counterfeit, the signature of the purported drawer is forged or otherwise unauthorized, or any required endorsement on the check (including that of a co-payee or previous payee) is forged, unauthorized or missing, and we may do so without liability even if these allegations ultimately turn out to be untrue.

The Bank reserves the right to accept checks on a collection basis, in which case the check will not be considered deposited to your account and any credit given will be considered provisional until final payment of the check is received by the Bank and all rights of return for the drawee bank have expired.

In accepting a check for deposit to your account, we may supply your missing endorsement. You authorize the Bank to endorse and collect any check payable to you or your order whether or not you have endorsed the check and whether the check is deposited to your account or the Bank cashes the check for you. This authorization also applies if you improperly endorse any check payable to you or your order.

You understand that while the banking system is efficient, checks are sometimes lost or destroyed in transit and mistakes sometimes occur. The Bank will not be responsible if any check is delayed or lost in transit after it leaves the Bank; if the check is lost by the Bank despite the maintenance by the Bank of a processing, tracking and filing system designed to eliminate or substantially control such losses; or if the check is lost by another bank, clearing house or transit operator attempting to collect or transport the check for the Bank on your behalf.

Check Truncation

Your cancelled checks are not returned in your monthly bank statements. Instead, we provide you with sufficient information on your monthly statements to reasonably identify your checks (that is, the check number, amount, and date of payment). Additionally, we maintain electronic images of both sides of your cancelled checks and store the images for seven years from the date the checks are posted. You may obtain copies of two checks from each account statement at no charge. You may request these copies by calling the telephone number shown on your periodic statement. Additional copies of cancelled checks are subject to a fee as shown in the Bank's Schedule of Fees and Charges. Copies of cancelled checks requested due to a tax audit will be provided at no charge. By opening or using your account, you acknowledge that the original items and checks may be destroyed without being returned to you. You agree to allow any imaged document, or copy thereof, to serve as an original item for any and all purposes, including charging your account or determining the validity of any signatures or otherwise.

Post-Dated and Stale-Dated Checks

Portions of the Bank's payment system have been automated to facilitate the efficient and economical processing of a large number of checks each day. As a result, the Bank is unable to assure that it will refuse payment of a post-dated check before its stated date or a stale-dated check. If you want to prevent payment of a post-dated check, you must provide us with a notice of post-dated check. Your notice of postdated check will remain in effect for a total of six months. If you want to continue your notice of postdated check for additional six-month periods, then you must renew your notice before the current notice of postdated check expires. We impose a Stop Payment fee for each notice of postdated check and each renewal. We may pay the item as of its date, even if you have given us a notice of postdated check. If you do not want the item to be payable as of its date, you must give us a stop payment order in time for us to act on it before the date of the item. You can give this notice of postdated check to us verbally, but it must be received by us so as to give us a reasonable opportunity to act on it before final payment of the item. In placing your notice of postdated check, you must describe the check by giving the date, the check number, the exact amount of the check and the name of the payee in order for us to return the item if it is presented for payment before the date on the check.

Despite proper completion and delivery of this notice, you may nevertheless be liable on the check to the payee or any subsequent holder in due course. You agree that delaying payment of the check until the check date is for your accommodation only and you agree to release the Bank from all claims and liability in the event the check is paid for any reason prior to the check date and further agree not to hold the Bank liable if by reason of such payment an overdraft occurs or other items drawn or authorized by you are

returned unpaid due to insufficient funds on deposit in your account, for which you may incur one or more fees according to the terms of the account. You also agree to defend, indemnify and hold harmless the Bank from any expense, loss or damage incurred as a result of carrying out this authorization, including any claim by any person, organization, association, corporation or business entity arising from any transfer or pledge of, or the assertion of any interest in, the check. In requesting the Bank to delay payment of the check, you further agree to hold the Bank harmless from any and all expenses and costs incurred by the Bank on account of refusing payment before the check date.

Stop Payment Orders for Checks

You have the right to order the Bank not to pay or honor a check. The Bank may accept a written or verbal stop payment order from any authorized signer or other person acceptable to the Bank (the Bank may, at its option, honor orders received electronically). The stop payment order must reach the Bank soon enough to give the Bank a reasonable opportunity to act upon the order. Stop payment orders automatically expire after six months. If you wish to extend the stop payment order, you must renew the order in writing or verbally by phone. The stop payment order must specifically identify the check you do not want paid. Because portions of the Bank's payment system are automated, the Bank must know the exact amount of the check, to the penny, the preprinted number of the check and, as applicable, the payee of the check, the date of the check, and the drawer of the check. If you are unsure of any of these factors, it is important that you specifically so advise the Bank in your stop payment order. You authorize the Bank to charge to your account the Bank's usual stop payment fee if you use this service. If you wish to terminate a stop payment, you must submit the request in writing. If we inadvertently pay a "stopped" check, we will reverse any Bank service charges which result. In addition, the Bank will reimburse you for your damages, up to the amount of the check, as long as you can prove that you do not owe the money to the person to whom you wrote the check. The Bank may also attempt to recover that amount from the party who received the funds.

You do not automatically have the right to stop payment on cashier's checks you purchase or obtain from us. In the event that a cashier's check is lost, stolen, or destroyed, you will have to complete a Declaration of Loss form describing the cashier's check and how it came to be lost, stolen, or destroyed, and sign the Declaration of Loss under penalty of perjury. We will then wait 90 days from the date the cashier's check was issued before we will pay your claim. If 90 days has already passed, then we will act on your claim within a reasonable time. If the check is presented during the 90-day waiting period, we may pay the person entitled to enforce the check. If this happens, we will not pay your claim.

Checks with Legends Conditioning Payment

You agree not to directly or indirectly present any checks bearing restrictive notations such as “Void after 90 days,” “Void if over \$500,” “not eligible for electronic processing,” or other restrictions that may affect negotiability or processing of the check. You agree we will not be bound by restrictive language of this type and may pay checks without regard to restrictions contained on them. In no event will the Bank be liable for our refusal to honor your restrictions (whether or not we had previously honored or dishonored similar restrictions). You further agree to indemnify us and hold us harmless for any claims or losses arising out of our refusal to honor your restrictions.

Facsimile Signatures

Many businesses use a facsimile or machine-created signature as a matter of convenience. If you use any form of facsimile signature in connection with any account, you agree to deliver a sample to the Bank before you begin using it, and to execute and deliver supplemental Additional Documentation if we request it. When you use a facsimile signature or other form of automated signature device, you agree you shall have the sole responsibility for maintaining the security of the facsimile signature or device, and you shall bear the entire risk for unauthorized use thereof, whether or not you are negligent, except as may be required by law. You agree that the Bank may rely on any facsimile signature that resembles or purports to be that of an authorized signer, regardless of how the facsimile signature came to be placed on the item. If you use any form of facsimile signature or device, the Bank may rely on any facsimile signatures that appear on checks of yours even if they were placed on these checks without your authorization, knowledge or consent. In this case, the Bank may pay any check bearing a facsimile signature, including without regard of the persons to whom they are drawn or paid. A facsimile signature that resembles an authorized signer’s signature or any facsimile signature specimen is not considered a forgery or an unauthorized signature, and such a facsimile or automated signature shall be effective as your signature or endorsement, without regard to color variation, whether or not you have been negligent. You further agree to indemnify, defend, and hold us harmless from and against any and all losses, damages, claims, costs or expenses (including attorneys’ fees and costs) incurred by us as a result of the unlawful use, unauthorized use, or misuse by any person of any such facsimile or automated signature or the device by which it is affixed.

Remotely Created Checks

A “remotely created check” is a check created when the holder of a checking account authorizes a payee to draw a check on that account but does not actually sign the check, including a demand draft. In place of the signature of the account holder, the remotely created check generally bears a statement that the customer authorized the check or bears the customer’s printed

or typed name. An “internet payment instruction” arises from internet payment instructions for goods or services purchased. The instruction is converted to an electronic “template,” and then further converted to an imaged check for clearing through the Federal Reserve Bank or other check clearing networks.

If you authorize another to issue a remotely created check or internet payment instruction against your account, or give information about your account (such as our routing number and your account number) to a party who is seeking to sell you goods or services, you authorize us to, and we may, consider any remotely created check drawn on your account and negotiated by that party as authorized by you even if it differs in amount, frequency, or timing from your authorization. The Bank is not responsible for any loss, damage or other problem resulting from you authorizing another to create a remotely created check or internet payment instruction, except where imposed by law that cannot be varied by agreement. The foregoing also applies (subject to any rights you may have as to consumer accounts) to remotely created checks used as a source document for electronic checks or other charges.

You agree not to deposit remotely created checks or internet payment instructions unless we have specifically agreed in writing with you in advance that you may do so. You agree to indemnify, defend, and hold us harmless from and against any and all losses, damages, claims, costs or expenses (including attorneys’ fees and costs) incurred by us in processing or attempting to process any remotely created check or internet payment instruction deposited without our prior written permission.

Automated Processing

The Bank has automated collection and payment procedures to process the greatest volume of checks at a lower cost to our clients. These automated procedures rely primarily on information encoded on each check or item in magnetic ink. In paying or processing a check, the Bank may rely on the information encoded on the check’s magnetic ink character recognition (MICR) line, according to general banking standards, whether or not that information is consistent with the other information on the check. You will reimburse us for any loss or expense we incur because you issue or deposit a check containing altered or extra information in the MICR line. You agree that automated check processing is reasonable and that you have responsibility for preventing and reporting forgeries, alterations and other unauthorized use of your account. Since some types of check fraud have become more difficult to detect, the Bank may elect in some cases to make further inquiries about certain checks or other items that are presented for payment against your account. If we are unable to contact you or take other steps to determine with reasonable certainty that you authorized these payments, we may either pay the checks and other items or return them unpaid. We do not fail to exercise ordinary care by posting or paying checks without sight examination of checks.

The Bank may incur losses or expenses due to a delay

in returning an unpaid check if the check is defective (for example, the check is not capable of automated processing, or the check's endorsement is obscured by other material on the back of the check, or the endorsement is misplaced).

Interest

This section contains information on how the Bank computes interest and how closing your account may affect earned interest. Please read it carefully.

The Bank intends to adjust the interest rates payable on its deposit accounts as market conditions change from time to time. The interest rate and annual percentage yield (APY) earned depend on the tier into which the end-of-day balance in your account falls. A tier is a range of account balances; different interest rates may apply to different tiers. The Bank may change the rate(s) of interest and APY(s) earned on your deposit. This agreement to rate and yield changes does not apply to fixed rate time deposits during the term of the deposit. Changes may also be made in the way interest is calculated. This agreement to calculation changes does not apply to time deposits during the term of the deposit. You will be given notice of any of these changes as required by law. Therefore, you should check with the Bank, as frequently as you think is important, to assure that the rate the Bank is then paying on your account is acceptable to you.

Regular Savings and Holiday Club Accounts

Regular Savings accounts earn interest on all collected balances. "Collected balance" is defined as current funds less funds we have not yet received from checks deposited by you which are drawn on other financial institutions. Depending on the type of check you deposit, the funds for that check may not be available toward the interest calculation. Interest paid on such deposits is subject to reversal if the item is returned unpaid to the Bank. For Holiday Club accounts, interest is earned from the day of deposit to the day of withdrawal.

Interest is compounded daily using a three hundred sixty-five (365) day basis. Interest on Regular Savings accounts is paid quarterly; interest on Holiday Club accounts is paid annually when we send your balance. If you close your Regular Savings or Holiday Club account before interest is credited, you will not receive the accrued interest.

For Regular Savings and Holiday Club accounts, the APY on your account is expressed as an annualized rate, based on a three hundred sixty-five (365) day year using the collected average daily balance method for Regular Savings, and the average daily balance method for Holiday Club accounts.

Certificates of Deposit (CDs)

Custom Certificates of Deposit and Jumbo Certificates of Deposit earn interest from the day of deposit to the day of maturity. Interest on Custom Certificates of Deposit and Jumbo Certificates of Deposit is compounded daily using a three hundred sixty-five (365) day basis.

For Certificate of Deposit accounts, the APY on your account

is expressed as an annualized rate, based on a three hundred sixty-five (365) day year using the average daily balance method. The annual percentage yield on your time deposit assumes that interest will remain on deposit until maturity. An early withdrawal will reduce earnings. Each time your deposit matures, unless otherwise instructed by you, the Bank will automatically renew your deposit for a like maturity period. If your deposit is renewed, it will earn interest at our current rate in effect on the renewal date. If you do not want the Bank to renew your deposit for the same period, you must tell us on the day it matures, or, for CDs with terms of thirty (30) days or more, during the ten (10) day grace period that begins on the maturity date. If you withdraw funds during the grace period, interest will not be paid past the maturity date.

Interest-Bearing Checking and Money Market Savings Accounts

Interest-bearing checking accounts earn interest on each day collected balances are \$1,000 or more. Money Market Savings accounts earn interest on all collected balances. "Collected balance" is defined as current funds less funds we have not yet received from checks deposited by you which are drawn on other financial institutions. Depending on the type of check you deposit, the funds for that check may not be available toward the interest calculation. Interest paid on such deposits is subject to reversal if the item is returned unpaid to the Bank.

Interest on interest-bearing checking and Money Market Savings accounts is computed on a simple interest, three hundred sixty-five (365) day basis (three hundred sixty-six (366) day basis during leap years). Interest is paid monthly on the last day of the statement cycle. Accounts cycling weekly are paid interest at the end of the month. If you close your account before interest is credited, you will not receive the accrued interest.

The APY on interest-bearing checking and Money Market Savings accounts is expressed as an annualized rate, based on a three hundred sixty-five (365) day, or three hundred sixty-six (366) day year using the collected average daily balance method.

Public Funds Accounts

The information shown above is in effect for public funds accounts, except that public funds accounts earn simple interest based on a three hundred sixty (360) day year and Certificate of Deposit accounts do not automatically renew.

Your Transfers and Withdrawals

You may transfer or withdraw all or any part of your account balance from your account in accordance with the terms of this Agreement and any relevant Additional Documentation.

You authorize the Bank to honor checks signed by any one authorized signer without notice to or concurrence of any other authorized signer, unless another document agreed to by the Bank for your account specifically and expressly states otherwise. In other words, no agreement between you and any other

authorized signer on the account which limits your or the other signer's authority over the account will be binding on us, unless another document agreed to by the Bank for your account, reflects the terms of that agreement.

Under certain conditions the Bank may also follow other forms of transfer or withdrawal instructions for you or others with signing authority over your account, such as instructions given by letter or over the telephone. Withdrawals may occur even if you maintain control over all preprinted personalized checks, the receipt book, certificate of deposit or other deposit record for your account because the Bank may not require that the person making the withdrawal present a preprinted check, the receipt book, certificate or other deposit record, although the Bank reserves the right to do so, at its option. Therefore, if you as the account owner want to assure that no one else can withdraw money from your account, you must be the sole authorized signer on your account and not authorize anyone else to withdraw or transfer funds by check or other payment. Please note, however, that the Bank reserves the right to require presentation of any check, certificate or receipt book before allowing withdrawals or transfers from your account.

Withdrawal Limitations for Money Market Savings

If your account is a Money Market Savings account, unlimited withdrawals and transfers may be made in person at a branch, by mail, by messenger, and through ATMs. Your account will be limited to a total of six (6) preauthorized transfers per statement cycle. These include such things as a check payable to yourself and deposited at another bank, point-of-sale and (Visa) check card purchase transactions, and automatic, telephone, and computer transfers to other accounts at the Bank. A fee may be assessed for excessive transfers and withdrawals; refer to the Bank's Schedule of Fees and Charges. Continued preauthorized transfers beyond the transfer limit will cause the account to be converted to a transaction account (i.e., a checking account).

Withdrawal Limitations for Regular Savings

If your account is a regular savings account, unlimited withdrawals and transfers may be made in person at a branch, by mail, by messenger, and through ATMs. Your account will be limited to a total of six (6) preauthorized transfers per month. Preauthorized transfers include such transactions as automatic and telephone transfers to other accounts at the Bank. A fee may be assessed for excessive transfers and withdrawals; refer to the Bank's Schedule of Fees and Charges. Continued preauthorized transfers beyond the transfer limit will cause the account to be converted to a transaction account.

Automated Teller Machines (ATMs) and Other Electronic Withdrawals

Regardless of what your signature card indicates, if an ATM Card or ATM and Debit Card has been issued to an authorized signer or at the direction of an authorized signer, you agree

that we may honor transactions using the cards, and that the Bank may do so even if more than one signature is something we have agreed to require to authorize a withdrawal from your account in other cases. See Your Transfers and Withdrawals in this section for important instructions if you want to restrict or prevent electronic (including ATM) withdrawals from your account.

For consumers, additional information appears in this Deposit Agreement concerning your rights. Please refer to the Electronic Funds Transfer Services section of this Deposit Agreement for details. Note that the Electronic Fund Transfer Act and Regulation E do not apply to business and other non-consumer accounts or transactions.

Federally Required Notice Regarding Withdrawals from Interest-Bearing Accounts

Federal law requires all banks to reserve the right to require all customers holding interest-bearing accounts (other than time deposit accounts) to give seven (7) days advance notice of any intended withdrawal. However, the Bank does not anticipate requiring such an advance notice.

Early Withdrawals from Time Deposits

Deposits to and withdrawals from an existing time deposit account are permitted only on the day it matures, or, for time deposits with terms of thirty (30) days or more, during the ten (10) day grace period that begins on the maturity date. The Bank, at its discretion, may permit you to close your account before the maturity date and impose a penalty as described below.

For non-IRA time deposits:

- For terms of less than 365 days, the early withdrawal penalty is equal to \$25.00 plus 1% of the amount withdrawn.
- For terms of 365 days or more, the early withdrawal penalty is equal to \$25.00 plus 3% of the amount withdrawn.

For IRA time deposits:

- For terms of less than 365 days, the early withdrawal penalty is equal to 1% of the amount withdrawn.
- For terms of 365 days or more, the early withdrawal penalty is equal to 3% of the amount withdrawn.

These penalties will be imposed regardless of the length of time the funds have been on deposit. In some instances, the penalty may be deducted from the principal balance.

EXCEPTION: No interest is forfeited in the case of death or legal incompetence.

Cash Withdrawals

The Bank may require reasonable advance notice for large cash withdrawals. The Bank may also refuse to honor a request to withdraw funds in cash from your account or to cash a check (including a cashier's check or other official item) at a branch

if we believe that the amount is unreasonably large or that honoring the request would cause us an undue hardship or security risk. The Bank may require that such withdrawals be made at one of our cash vaults by an armored courier, acceptable to us and at your sole risk and expense. The Bank is not responsible for providing for your security in such transactions.

Processing Your Transactions

Order of Payment

In the normal course of business, we generally pay transactions presented for payment from your account on a single banking day in the following order: 1) Bank fees and charges; 2) ATM and point-of-sale (POS) transactions; 3) account transfers and withdrawals made at a branch; 4) checks, ACH and other transactions. Multiple transactions of the same type are paid in the order of highest dollar transactions first. Processing includes placing a hold on your account, paying transactions (and decisions regarding payment or return) and other aspects of our processing your transactions (such as assessment of Overdraft Fees, Insufficient Funds fees and/or other bank fees and charges).

Our order of processing your transactions may not be the order in which they occurred, and the order in which transactions are processed and cleared can affect the total amount of fees (including Overdraft Fees and Insufficient Funds Fees) you incur. Processing your checks, deposits and other payments is a dynamic environment that is complex and may change due to technological innovation, changes in payment systems or changes in our policies and practices (this includes our order of transaction processing).

Although this represents the Bank's general policy, there are several exceptions to the above-stated processing order. For example, we reserve the right to change the order of payment without notice if we suspect fraud or possible illegal activity affecting your account. The Bank does not manipulate processing on a daily, or on a customer-by-customer basis, in order to maximize fees.

Overdraft Practices

Consumer Accounts:

Please refer to Westamerica Bank Overdraft Disclosure for Consumer Accounts and Overdraft Service FAQs for information regarding our overdraft practices.

Business Accounts:

Please refer to Westamerica Bank Overdraft Disclosure for Business Accounts for information regarding our overdraft practices.

Overdrawn Accounts

If your account does become overdrawn (whether the Bank is unable to collect a deposit you have made to your account, because the Bank intentionally or unintentionally pays a check, or you have insufficient funds or for any other reason),

in addition to paying any applicable Bank fees or charges, you agree to pay the Bank the amount of the overdraft.

If you do not have sufficient available funds on deposit in your account at the time a check or other payment is presented for a transfer from your account, or any other transaction is posted to your account or received by us, the Bank may return the check or other payment unpaid or otherwise reject the transaction.

The Bank has no liability to you for rejecting some checks or other payments from your account while we continue to pay others, or for otherwise processing a transaction when your account is overdrawn, even if the check or other charge that we choose to pay is payable to us; or your account is overdrawn due to our Bank charges.

Each account owner is jointly and severally responsible for paying all overdraft amounts created by any authorized users, regardless of whether the account owner authorized the check or other payment or received any benefit from the check or other charge. You agree that we may, to the maximum extent permitted by law, apply deposits (including Social Security, SSI, and similar benefits) to overdrafts and overdraft fees or other Bank fees and charges, without notice to or further specific consent from you.

If the Bank pays a check or other charge, cashes a check for you, or processes a transaction, and the amount we pay or process is more than the available balance in the account on which it is drawn, we may hold balances in other accounts of yours, up to the amount we have paid until we have received final payment for the check we paid or the transaction we processed.

Linked Accounts and Overdraft Protection Plans

To help you protect your checking account from returned checks or overdrafts, you may choose to have overdraft protection. This service is available to clients who choose to link another deposit account to their primary checking account or who apply and qualify for a revolving credit line which provides overdraft protection. The name(s) of the owner(s) must be the same on your primary checking account and on the account from which overdraft transfers would come.

When checks or other debits exceed the available balance in your checking account (or, for linked accounts, would bring the available balance in your checking account below \$1.00), the Bank will automatically transfer funds from your overdraft protection account to your checking account. If the transfer is from an overdraft credit line, advances will be made in multiples of \$100. If the unused portion of your credit limit is less than \$100, a transfer in the amount of the unused portion will be performed.

For linked accounts, the Bank will transfer the amount needed to maintain an available balance of \$1.00 in your checking account (to keep the account open).

No transfer will be made if the transfer amount would exceed the available balance in your linked account or would

not cover the total potential overdraft amount for that day.

For each transfer, a fee, described in the Bank's Schedule of Fees and Charges, will be charged and debited from your checking account at the end of your checking statement cycle. This fee will not be charged if the potential overdraft is \$5.00 or less for consumer accounts, \$2.00 or less for non-analyzed business accounts, or entirely due to bank fees and charges. If your linked account is a savings or money market savings account, each overdraft transfer counts as one of the six (6) preauthorized transactions that you are permitted each month or statement cycle. If you have both linked overdraft protection and an overdraft credit line, the Bank will access your linked account first, followed by accessing your credit line, if necessary.

Managing Your Account

Compliance with Laws, Rules, and Regulations

You agree to comply with all laws, rules, and regulations applicable to you, to your business activities and to your use of our banking services. This includes your agreement to comply with (to the extent applicable to you and your actions) federal anti-money laundering laws, sanctions laws administered by the Office of Foreign Assets Control, currency transaction or Bank Secrecy Act reporting and recordkeeping requirements, and any state counterpart of the same. You must inform the Bank about and disclose to us the identity of all persons who have a beneficial interest in you (if you are a non-natural person) and in your transactions.

You represent and warrant that you will not use, and agree not to use, your account for any unlawful purpose. For example, you represent, warrant and agree not to accept or make payments in connection with the participation of any person (including yourself) in unlawful internet gambling. You acknowledge that "restricted transactions" (as defined in the Unlawful Internet Gambling Enforcement Act and its implementing regulations) are prohibited from being processed through your accounts or your relationships with us. The Bank reserves the right to deny transactions or authorization from merchants apparently engaging in the internet gambling business or identifying themselves through card transaction records or otherwise as engaged in that or any other illegal or improper business.

You represent and warrant that you are not, and you agree to take no action that would result in your being deemed or treated as, a money service business under any applicable state or federal law, except to the extent that you have specifically and in writing previously informed us that you are a money service business.

You covenant, represent and warrant that the foregoing is true and correct, as of the opening of your account and again each time you make a deposit or withdrawal or otherwise use a banking service offered by us. You agree to provide us with evidence showing that you are in compliance with the above, reasonably satisfactory to us, upon our request.

Debiting or Freezing Your Account

In addition to our rights under other provisions of this Agreement, the Bank may debit or place a hold on funds in your account for your checks or other payments when we believe it may be useful or appropriate to protect you or to protect us. For example, we may do so:

- If a check or other item deposited to your account is difficult to process because it is a photocopy, or because the endorsement or the information encoded on the check is obscured, missing, or inconsistent, or it is otherwise defective.
- On the day the Bank receives a check or other payment from your account, or the day they are presented or returned to us, whether by physical delivery or electronically.
- The Bank may also debit or hold funds earlier than the day we receive or are presented with a check or other deposit (or at a later time) if we are informed by any method that a check or other deposit to your account is being returned unpaid. This can occur, for example, before we actually receive the returned check.
- The Bank can also debit or hold funds if we receive an electronic or other notice that a check or other payment from your account has been deposited for collection (or return) in another financial institution, or if a business notifies us that it is processing an electronic transaction against your account (for example, a POS purchase using an ATM card or a debit card).

As part of the Bank's loss prevention program, when we suspect that irregular, unauthorized, or unlawful activities may be occurring in connection with your account, the Bank may place a hold on the balance in your account (and in other accounts you maintain with us) pending an investigation of such suspected activities. If we do this, we will give any notice required by the laws governing your account.

Whenever we debit or place a hold on your account, the available balance may be reduced and the resulting balance in your account is the balance we may use in making decisions to dishonor or return other checks or other charges. Once we have calculated your balance, we are not obligated to but may at any time calculate it again.

Cutoff Hours

The Bank's business days are Monday through Friday, excluding legal holidays. If the Bank receives a deposit on Saturday, Sunday or a legal holiday, or after our cutoff hour on any business day, we may treat the deposit as received on the next business day. Ordinarily the cutoff hour for a deposit will be the posted closing time of the branch. In this regard, the cutoff hour of deposits at our branches is no earlier than 2:00 p.m. and no later than 6:00 p.m., but may vary from branch to branch depending on the location of the branch and the day of the week. Special cutoff hours apply to legal process. Please refer to the Bank's Funds Availability Policy and Legal Process sections of this Deposit Agreement for more detail.

Fraud Prevention Guidelines

To help prevent check fraud and other criminal activities against you, you agree to comply with the following fraud prevention guidelines.

- Do not preprint your driver's license or Social Security Number (SSN) on your checks.
- Call the Bank at the number listed on your account statement immediately if new checks do not arrive within ten to fifteen (10-15) business days of your order.
- Call the Bank immediately if there are discrepancies you cannot explain on your account statement, or if you do not receive your statement or an ordered ATM or debit card.
- Store blank and cancelled check copies in a safe place.
- Remember that your checks provide access to your account. Even blank and cancelled checks have information on them that someone could use to obtain funds from your account. Notify the Bank immediately if any check is lost or stolen.
- Do not leave any outgoing mail containing checks in an unlocked mail collection box or in your residence mailbox. Whenever possible, deposit this type of mail in the designated slots inside your local post office.
- Thoroughly destroy unused deposit slips, transaction receipts, cancelled checks, and statements for your account before discarding them.
- Notify the Bank immediately if any form of identification, your checkbook, or any blank checks are missing, lost or stolen. "Identity Theft" is on the rise.
- Write your checks in ink and fill in all lines completely.
- Write your checks carefully. Make sure that your numbers are legible and that they begin as far to the left side of the line as possible so someone cannot easily insert additional numbers.
- Sign your checks clearly, as illegible signatures are more easily forged.
- Do not give anyone permission to sign your name on checks.
- Do not give anyone a pre-signed, blank check.
- Do not provide account information, including account numbers or Personal Identification Numbers (PINs), to callers, even if they claim to be Bank representatives.
- Use tamper-resistant checks at all times. If you do not order your checks through the Bank, ask your check vendor about checks with special security features.
- Keep accurate records. You can avoid many fees to your account by keeping an accurate record of your account balance. The statement for your account provides space for you to balance your account for each statement period. Remember to record any transaction you make at an ATM, or by telephone or online. Also remember to record every point-of-sale (POS) transaction or automatic payments from your account.

Please refer to the Your ATM Card section of this Deposit Agreement for information about safety when using your cards or an ATM.

Registered Warrants

Registered warrants are State “IOUs” or a “promise to pay” with interest when there is not enough cash to meet California or other state payment obligations. These IOUs are issued in place of a regular check or warrant. The Bank policy regarding registered warrants is available at our branch offices, or you may ask your Community Banker. Depending on our policy, the Bank may or may not accept registered warrants for deposit, encashment or otherwise. The Bank reserves the right to change our policy on registered warrants at any time, at our sole discretion, and with or without advance notice. If we do provide notice, it may be by communication to you or by posting notice in our branch lobby offices. The Bank reserves the right to reject individual registered warrants, with or without cause or advance notice, even during a period of time when our general policy is to accept them.

As a general matter, the following terms will apply to California registered warrants. (These general terms may, however, be modified by us, including by posting notice of the modified terms in our branch lobby offices.)

- If the Bank accepts registered warrants for deposit, it may be for a limited time period, to be established and modified at our discretion. Contact your Community Banker for specific details. During any period of time when we accept registered warrants, the warrants will need to be deposited at a branch location or mailed in for deposit to us. You will not be able to use remote capture, lockbox (or as a general matter any of our correspondent bank branches) to deposit any registered warrants with us. You will need to provide the Bank with the original warrants. Ask us for the delivery options and the address to be used.
- If you deliver a registered warrant to the Bank and we accept it, we will provisionally credit your account. You agree we are entitled to all interest on the warrant or any replacement warrant, including interest from the date of the issuance of the warrant. You also agree that the Bank may hold the registered warrant until it matures or is called, and while we seek to validate or revalidate it. You agree to provide reasonable assistance to us.
- The Bank may charge back any registered warrant if we are unable to validate (or revalidate) it, or if it is dishonored (regardless of the reason for dishonor) or returned, or we are otherwise unable to obtain payment on it. If there are insufficient funds in your account, we may charge the warrant(s) back and create an overdraft. You agree to pay the overdraft and any related fees or charges as otherwise provided in this Agreement. You waive any rights of presentment or notice of dishonor. You agree that registered warrants are not covered by our funds availability policy if deposited with us before the warrant has matured or been called. The Bank may hold funds on these registered warrants at our discretion. We anticipate holding funds for two (2) business days following deposit

to, among other things, validate the warrant. If the hold we apply to your deposit is longer, or if we extend it, we will notify you.

- If the Bank receives any registered warrants from you during a period when our policy is not to accept registered warrants, or if we at our sole discretion choose not to accept a particular registered warrant, then your account will not be credited for the amount of the warrant. In the event that a registered warrant is accepted, or if we charge back or otherwise return a warrant to you for any reason, the Bank will return the original registered warrant (or a paper image of the original warrant conforming to the technical requirements applicable to a substitute check) to you.
- If you use remote capture during any period of time when our policy is not to accept registered warrants, you are responsible for retaining the original item. Do not destroy it in this case. You will need the original item to present to the State Treasurer when the warrant matures or is called. Without the original item, you may not be able to receive payment.

Communications

Communications and When They Are Deemed Received

Notices, disclosures, statements, documents and other communications and messages (“communications”) from the Bank to you may be sent by us to you via U.S. Postal Service, messenger service or via electronic communications (for example, via fax, e-mail, by posting at our website, via SMS or other mobile phone text, or other means). Written communications by us to you will be deemed received by you upon the earlier of your actual receipt of the written communication, or the fifth (5th) business day following the day the written communication is placed in the U.S. mail, or such later date as may otherwise be set forth in the communication. Electronic communications by us to you will be deemed received by you upon the earlier of your actual receipt of the electronic communication, or the next business day following the day on which the communication is first made available to you (for example, the business day following the day on which the communication is posted to our web site), or such later date as may otherwise be set forth in the electronic communication.

Any communication you send to the Bank will not be effective until we actually receive it and have had a reasonable opportunity to act upon it. Electronic communications from you to us may be treated by us as a written communication, but where this Agreement or any Additional Documentation requires a written or paper act or document, the Bank reserves the right to require that a communication by you to us be provided or confirmed in a written or paper form before we will be deemed to have received it.

If there are multiple authorized signers, the Bank may send paper or electronic communications to any one or more of them

(unless you have otherwise instructed us in writing). You assume the risk of loss in the mail or in electronic transit. If we hold mail for you and a statement or other communication is not picked up within sixty (60) days, we may send it to you at the address shown in our account records or destroy it. You may instruct us to change the physical or electronic address to which we send communications, which will be effective after we have had a reasonable time to react. The Bank may also change the mailing address of record we have for you if we receive an address change notice from the U.S. Postal Service or via our internet banking services.

Electronic Communications and Electronic Agreements

An electronic communication is a notice, disclosure, statement document or other communication or message that we provide to you via electronic means in a format that allows visual text or images to be displayed on equipment such as a computer, mobile phone screen or other electronic equipment. You agree that we may at our option use electronic communications to provide you with any information, notice, disclosure, statement, document or other communication or message from us to you, including communications that we are required by law to provide to you in writing. The Bank may at any time terminate paper delivery of communications and substitute electronic communications in lieu of the paper communication.

You agree that the Bank may use electronic communication to enter into agreements and contracts between ourselves and you and otherwise to establish terms and conditions for products and services you receive from or through us. This may include Additional Documentation. When we choose to exercise this option to electronically contract, the particular electronic communication from us to you will include notice to the effect that the electronic communication is being used for the purposes of establishing an agreement, contract or terms and conditions. Examples of the use of electronic agreements may include such things as terms and conditions for online services. Electronic agreements may be provided to you through such things as hyperlinks or “click-through” agreements on the Bank’s website. Similarly, other Additional Documentation may be entered into via electronic communication if and when we indicate in the communication that it is our intention to use the electronic communication for that purpose. Your consent to or agreement with the electronic communication in these circumstances may occur by your clicking “agreed” or similar terms, or by your subsequent use of a product or service, or otherwise as may be specified in the communication or as is allowable by law (subject to any limitations set forth in the communication). Your signature and agreement may be obtained by us electronically and includes mouse clicks, key strokes, your use of passwords or other authentication systems, or as is otherwise set forth in the particular electronic communication.

If the Bank receives an electronic communication in your name that was authorized by you or by someone authorized by you, you are bound by the communication and we may

rely upon and treat the communication as an authorized communication from you. This is true even if we did not authenticate the communication using security procedures applicable to the system or service and notwithstanding our use of those security procedures may have detected error. If the Bank receives an electronic communication in your name that was NOT authorized by you or by someone authorized by you, you are nevertheless still bound by the unauthorized communication and we may rely upon it and treat the communication as an authorized communication from you if we verify the authenticity of the communication using security procedures applicable to the system or service.

NOTE: (a) This paragraph does not apply to consumer transactions where federal or state law protects you against liability (or limits your liability) for unauthorized use. Consumer liability for unauthorized use in these cases is described in the Unauthorized Electronic Funds Transfers section of this agreement. (b) This paragraph does not supersede the terms and conditions of Additional Documentation if the term or condition in that agreement would result in your being bound by an authorized or unauthorized communication, but does supersede the Additional Documentation if application of its terms or conditions would not result in your being bound by the communication.

You agree that an electronic communication from us to you may be used by us to serve as and fulfill any need for written notice for purposes of any requirement that a document be provided to you in a written or paper form. You agree to provide us with an e-mail address when requested, and to keep the e-mail address(es) that you provide to us up-to-date. The Bank may use any e-mail address of yours that appears on our records to send any electronic communication to you (so, for example, communications regarding transactions or activity regarding one banking service or account may be sent to you via the e-mail address you provided to us to facilitate your use of a different service or account).

Additional Electronic Notification Provisions for Consumer Accounts

Owners of consumer accounts have certain rights under law to receive notices about their accounts in a non-electronic form, unless you affirmatively consent to the receipt of the information electronically and have not withdrawn your consent. If you are a consumer, the Bank will not substitute electronic communications in lieu of written disclosures unless your consent is first obtained electronically in accordance with applicable law. Even if you have consented to receive one or more types of communications only in an electronic format, you may, upon request, receive a paper copy of the electronic communication. For fees associated with paper copies of various written records or communications, please refer to the Bank's Schedule of Fees and Charges. To withdraw your consent as a consumer to electronic communications, send a written notice to:

Westamerica Bank
P. O. Box 1200, MAC B-1B
Suisun City, CA 94585

The revocation of consent should specify the account(s) involved and the types of written communications you no longer wish to receive electronically. The Bank will act on your request promptly (normally, within thirty (30) days). Some of our banking accounts or other services are only offered to those who accept electronic communications. Otherwise, we may resume sending written communications to your most recent address as shown in our records. The Bank will also inform you of any fee or charge for receiving the written instead of the electronic communication(s).

Consistent with the above, the Bank may require you to use and receive electronic statements of accounts (also called “eStatements”) in place of paper or written statements. You will be given the opportunity to consent to receive your statement electronically. You may view, print, or save your eStatements and check images from the secure Bank website after using your login ID and password credentials to access the website. Any legal notices or disclosures that normally accompany your mailed statement or that we would otherwise deliver to you by mail concerning your account will also be delivered to you electronically. Other communications with respect to your accounts or banking relationship with us may also be sent electronically. If you choose not to receive an eStatement, the Bank may close the affected account (we may also at a future date change our fee structure to impose an additional fee on customers who do not use eStatements).

Contacting You for Servicing or Collections Purposes

You agree that, when servicing your account or to collect any amounts you owe, the Bank may from time to time make calls or send text messages to you at any telephone number(s) associated with your account, including wireless telephone numbers that could result in charges to you. The manner in which these calls or text messages are made to you may include the use of prerecorded/artificial voice messages or an automatic telephone dialing system. You agree that, in order for the Bank to service the account or to collect any amounts you owe, we may send e-mails to you at any e-mail address you provide to us.

Your Address

It is important that the Bank’s record of your address for mail and electronic communication be kept current. Otherwise, you will not receive notices or other correspondence the Bank may send you from time to time. You agree to accept full responsibility for keeping the Bank’s record of your addresses up-to-date. In addition to the provisions regarding electronic communication, any notice sent by mail (including notices of interest rate changes, changes of the fees and charges imposed by the Bank, and any other notice the Bank sends you), will be effective if sent to the last address as shown on the Bank’s records. You also agree that any mail or electronic communication

to or from any account owner on your account will be effective for all account owners, except as otherwise stated in this Deposit Agreement in connection with disputes. You agree that if mail sent to your address according to the Bank's records is returned by the postal service as undeliverable for any reason other than the Bank's failure to pay proper postage, the Bank need not send future notices to you until you have furnished the Bank with a new address.

You agree to be bound by any notice not sent to you because previous mailings were undeliverable. You agree to be bound by any mail held by us under a "hold mail" program and that such mail will be deemed received by you as of the date it was first made available for you to pick up. You agree that we may, at our option and from time to time, send mail to you (or deliver held mail) notwithstanding any prior agreement or instruction to hold mail or otherwise hold your notices and communications for pick up by you.

Additional Information About Your Accounts and Transactions

Service and Other Charges

Depending upon the type of account you have, various charges may be imposed. You agree to pay the Bank's fees and charges. Because the amount and types of these charges will change from time to time, details about these charges are separately described in the Bank's Schedule of Fees and Charges. You agree that the Bank may change (including increase, add new charges or otherwise amend) the Schedule of Fees and Charges from time to time and you agree to pay the charges imposed on your account according to the Schedule in effect. You will be given notice of these changes as required by law. Therefore, you should check with the Bank as frequently as you think necessary to assure that you are being or will be charged fees and charges that are acceptable to you. You will receive a copy of the current Schedule when you open your account and additional copies are available at the Bank.

You understand that the fees and charges imposed by the Bank are developed as a whole, taking into account the Bank's overall operating expenses, direct expenses associated with various services for which fees or charges are imposed (to the extent that these expenses can be segregated) and profit margins both from the particular services to which the fee or charge is associated and on an overall basis. You agree to pay these fees and charges knowing that they are not intended merely to reflect the actual costs to the Bank of performing the particular service.

Setoff

The law provides that the Bank may, but is not obligated to, take funds on deposit in your account to satisfy a debt you owe the Bank which is not paid when due. This is called the right of setoff. If the Bank exercises this right of setoff, the Bank will comply with all applicable laws and regulations, and will notify you of the action taken. To the fullest extent

permitted by law, all sums in a deposit account are subject to the Bank's right of setoff for liabilities owed to the Bank by: any one or more of the account holders, including any other person who is a joint account holder; or any partnership of which you are a general partner; or any other person or entity with whom you are a co-obligor, or have agreed to act as surety or guarantor, or for whose debts you are liable or may be contingently liable. If we exercise our right of setoff against an account that is subject to an early withdrawal penalty, the account will be assessed the applicable early withdrawal penalty.

Legal Process

The Bank may accept and act on any legal process that we believe in good faith is valid and applies to your account without any liability by us to you, whether served in person, by mail, by facsimile transmission or electronic communication, and whether at locations other than the branch or office at which the account, property, or records are held or in one state for property or records held in another state. "Legal process" includes a subpoena, restraining order, injunction, writ of attachment or execution, levy, garnishment, or other legal order relating to you or your account. It includes orders issued by governmental entities other than courts, such as taxing authorities. We may, and in some instances must, comply with legal process issued from another state or jurisdiction. If we are permitted, the Bank will use good faith efforts to send you notice of any legal process received by us, but this Agreement does not require us to do so. If we receive legal process against your account before the cutoff time and you do not have enough funds in the account to cover the order, we may return checks or other items presented against your account the previous business day and apply the funds to satisfy the conditions of the order.

If legal process directs us to turn over funds or other property, then, depending on the type of order, we may either immediately deliver the funds or property or hold them for a legally permitted period, usually no longer than twenty-one (21) days. The Bank does not pay interest on the funds during the period we hold them. If we use funds from a time deposit account, we may impose an early withdrawal penalty.

The Bank may charge your account a legal process fee for each order. You agree to pay our fees and expenses for research and copying of documents and all other expenses, including administrative expenses, we incur in responding to any legal process related to your account. These may include attorneys' fees. The Bank may deduct these fees and expenses from any of your accounts without prior notice to you. Any legal process against your account is subject to our right of setoff and to any security interest we have in the account. The Bank is not liable to you for not paying items because we have withdrawn funds from your account or in any way restricted your access to funds because of a legal process.

Additionally, subpoenas, search warrants and other legal processes may compel disclosure of information about your

account or any other business you may have with the Bank.

The Bank cutoff time for receipt of legal process is 10:00 a.m. Pacific Time. This cutoff time relates to our obligation to pay or return checks. If the Bank receives legal process before this cutoff time, we may review checks and other items presented for payment against your account on the previous business day to determine whether we need to return any of them to comply with the terms of the order. If we receive legal process after this cutoff time, we may choose not to review checks and other items presented in the previous business day. Setoff is not covered by this cutoff time for legal process, however. The cutoff time with respect to setoff is midnight of the banking day following the banking day we receive a check, or such later time by which we must return the check.

Third-Parties and Third-Party Fees

You authorize us to, and we may, use third-parties to provide banking services to you. The Bank's responsibility is to use reasonable care in selecting a third-party. We are not, however, responsible for any act or omission by the third-party, except as specifically set forth in this Agreement or where imposed by law. To the extent allowed by law, or except where otherwise provided in this Agreement for consumers, our liability to you for any harm or loss suffered by you in connection with or arising from any banking service you receive will be limited to your actual losses (or, if Additional Documentation establishes a lower amount, such lower amount), and the Bank will not be liable for incidental, special or consequential damages, including loss of profits and lost opportunity, even if we were aware of the possibility of these damages.

For some services, including but not limited to collection services and wire transfer services, third-party or other banks' charges may apply in addition to charges assessed by us.

Transactions by Persons Who Are Not Bank Customers

If a person who does not hold deposit accounts with us presents a check written by you for payment at one of our branch offices, the Bank may require authorization from you before paying the check. The Bank may require identification from the payee, which may include finger printing or other fraud prevention methods. If a payee presents a check of yours for payment that is drawn on an account you hold with us, you agree that we may also impose fees or charges for non-customers in connection with our handling of the check. This may include, for example, assessing a fee or charge on a non-customer payee that presents or seeks to cash a payroll check(s) issued by you. You agree that none of the foregoing will be deemed to be wrongful dishonor by us.

Information About You and Your Account

The Bank carefully protects personal information that we have about you and your account. The Bank's practices are described in our Privacy Notice, which is available separately.

Disclosures

The following notice applies to safe deposit boxes: The State of California requires us to inform you that your property or the proceeds of the sale of your property may be transferred to the appropriate state upon the time period specified by law running from the earlier of: (i) the date the lease or rental period on the safe deposit box expired; or (ii) the date of termination of any agreement because of which the safe deposit box was furnished to you without cost.

The following notice applies to accounts: The State of California requires us to inform you that your property may be transferred to the appropriate state if no activity occurs in your account within the time specified by law.

Dormant accounts

If there has been no activity by you on your account or any indication of an interest by you in your account for an extended period of time, then the Bank may classify the account as dormant (except where applicable state law regarding unclaimed property prevents us from doing so).

The Bank may refuse to permit withdrawals from an account that has become dormant until we are satisfied that we are dealing with the true owner or authorized user of the account. When the account has any deposit or withdrawal activity or you contact us about the account, we will reinstate it as an active account.

Also, if your account is dormant, then the Bank may hold all statements for your account, but normal maintenance and other fees continue to apply except where prohibited. Such fees do not count as activity on your account for purposes of dormancy and escheat. Statements with a hold status will continue to be held at the designated location for pick-up and review by you. Held statements are, however, deemed delivered to you when they are first made available to you under the hold statement program. Furthermore, card privileges (including ATM and point-of-sale access) may also be blocked or terminated.

Escheat

If your account remains dormant and is unclaimed by you for the period required by law, then the Bank is required by that law to “escheat” the funds; that is, to deliver the funds in your account to the custody of the applicable state agency. If allowed by applicable law, the Bank may charge a fee for mailing an escheat notice. When the funds in your account are sent to the custody of a state agency, your account is closed and no interest accrues. To recover funds delivered to the custody of a state agency, you must file a claim (or follow the procedure in effect at the time of escheat as set forth by applicable law) with the state agency.

Right to Close Account

The Bank reserves the right to close or suspend your account or any service the Bank provides to you for any reason and

without cause. It need not advise you of the reason for taking this action. If your account is closed by the Bank, we may issue a single cashier's check for the account balance payable to all account owners and may mail or deliver that check to any one of the account owners, subject to any right the Bank may have under any security agreement covering the account or the Bank's rights of setoff.

The Bank automatically closes most accounts when the account balance is \$0. The Bank does not give advance notice of such closure. If you do not want the Bank to close your account when the balance is \$0, you should notify the Bank before this occurs.

Death or Incapacity of Depositor

You understand that the Bank may pay checks or permit other payments from your account after your legal incapacity or death unless the Bank knows of your incapacity or death, and to the extent permitted by law, the Bank may pay checks or other payments from your account even after the Bank learns of your death or incapacity.

Suspected Forgeries/Alterations: Review of Your Account

You agree to examine your monthly statements immediately after receipt. If you suspect any unauthorized transactions, errors, or discrepancies, including forgeries, alterations, unauthorized items, or missing or diverted deposits, you must make a report to the Bank immediately. We may deny a claim of monetary loss due to forgeries, alterations or unauthorized use of your account if you did not maintain proper controls over your account.

If you suspect a check or other payment was issued or charged against your account without your authorization (including a forgery or alteration), or you suspect other unauthorized use of your account (we refer to all of these as "unauthorized uses"), report your findings to the Bank immediately. Unless you notify us promptly, we will assume the monthly statement is correct.

Prompt action on your part can prevent further losses. If you do not notify us of any unauthorized use or other error within thirty (30) days from the date your statement is made available, we may refuse to reimburse you for any subsequent unauthorized use by the same wrongdoer(s). In all cases, any unauthorized use or other error must be reported to the Bank **NO LATER THAN THIRTY (30) DAYS** from the date the statement containing the unauthorized use or other error is made available. If you do not report to us within this time, you are precluded from asserting a claim against the Bank for forgery, alteration, unauthorized use or other error.

The previously stated thirty (30) day limitation applies whether the statement is made available in paper or via electronic communication, and without regard to whether we did or did not use ordinary care and do not otherwise restrict any right we have at law or under our agreements with you. An "other error" for purposes of this section includes missing deposits, unauthorized checks or other charges,

unauthorized endorsements or signatures, illegible copies or images of checks, encoding errors and counterfeit checks.

If you claim a credit or refund because of a forgery, alteration or any other unauthorized use, you agree to provide the Bank with an affidavit containing whatever reasonable information we require about the transaction and the circumstances surrounding your claim and to assist with our investigation and recovery attempts.

The Bank will investigate your claim as quickly as possible. The Bank may provisionally credit your account during our investigation, although we have no obligation to do so except as may be required by law. If we do, we may withdraw the credit if our investigation reveals you failed to review your statements or your account. The Bank will not reimburse you for unauthorized uses of your account that directly or indirectly benefit you. The Bank will not be liable for incidental, special or consequential damages, including loss of profits and lost opportunity, or for attorneys' fees incurred by you, even if we were aware of the possibility of these damages.

Many businesses carry special insurance for these risks. If you do, we may require that you file your claim with your insurance company before making any claim against us. In that case, your claim against us will be considered only after we have reviewed your insurance company's decision. Our liability to you, if any, will be reduced by the amount your insurance company pays you.

Notwithstanding the previous, consumers may have greater rights in connection with substitute checks (as set forth in Check 21 – Substitute Checks section of this Deposit Agreement) or in connection with electronic funds transfers (as set forth in the Unauthorized Electronic Fund Transfers section), or in any Additional Documentation for consumers.

Disputes

The Bank may occasionally be brought into the middle of a dispute among the account owners or others claiming an interest as owners or authorized signers (for example, a dispute between an account owner and others claiming to be owners of a deposit account, or between officers of a corporation). If a dispute arises over control of or access to your account, or if we receive conflicting instructions from one or more of the account holders or signers, the Bank may choose any of the following courses of action:

- We may refuse all transactions to the account until we are provided with satisfactory evidence that either the dispute is resolved or there is general agreement on the payment of the funds in the account.
- We may ignore any instruction (such as an instruction by one account owner not to honor checks or other withdrawal orders by another account owner) that conflicts with the terms of the signature card for the account unless all account owners sign the instructions.
- We can require that all account owners sign any check or other withdrawal order even though the signature card for the account does not require all those signatures

to authorize a withdrawal.

- We can close the account and issue a single official check for the account balance payable to all account owners, and may mail or deliver that check to any one of the account owners.
- We can deposit the account balance with the clerk of a court in connection with an interpleader action the Bank brings or in response to a court action naming the Bank as a party. The court would then decide who is entitled to the funds. If the Bank makes an interpleader deposit with the court, the court will be asked to award the Bank its costs, including attorneys' fees, for the lawsuit. The law provides that this award is payable out of the deposit. We may use interpleader at our option, including when not otherwise specifically provided as a procedure under relevant law, and you agree that we will not be liable to you for your losses or damages if a court initially accepts our interpleader action and then later determines that interpleader is not available to us.
- We can take any other action we believe to be reasonable under the circumstances even if the action is not listed here. These actions include, but are not limited to, any specific procedures that may be applicable under a law or regulation.

You agree not to hold the Bank responsible for, and to indemnify and defend the Bank against, damages that may result from any decisions the Bank makes in this regard as long as the Bank's decision and action (or inaction) is made and taken in good faith.

Power of Attorney

The Bank is sometimes asked to honor instructions given by someone claiming to act on behalf of a depositor under a power of attorney. We do not assume any duty, beyond that under law, to detect unauthorized transactions by those who purport to be acting as an agent of yours. However, the Bank reserves the right to refuse to act upon those instructions if we are not reasonably certain to our satisfaction that the power of attorney is valid and covers the transaction(s) requested. Therefore, it is suggested that if you wish to appoint an agent to transact business with the Bank on your behalf, you should consider using the Bank's standard Power of Attorney form, which you and your agent should sign at the Bank.

If you want your agent to be able to handle your affairs even if (or only if) you become legally incapacitated, you should be sure that the power of attorney form you sign is a durable power of attorney designed for that purpose. Otherwise, even a recently signed and completely valid power of attorney will not be honored by the Bank once the Bank learns that you have become legally incapacitated. The Bank strongly advises you to seek advice of a lawyer before deciding whether a durable power of attorney will meet your needs.

You understand that when the Bank is requested to honor the instructions of one claiming to be your agent upon presentation of a power of attorney form (whether on a

standard bank form or one you or your attorney prepare) the Bank will have to consider the authenticity and continued validity of the power, evaluate the power and determine whether the instructions are consistent with it. You agree not to hold the Bank responsible for any loss or damage you may incur as a result of the decision the Bank makes, or any delays that arise due to the Bank's decision making process, on whether to follow the instructions given to us, as long as the Bank's decision is made in good faith.

Changing Accounts

If you change the type of account you have during the statement period, your account will be charged the monthly fees of the new account for the entire statement period.

Consumer accounts are accounts for personal, family, or household purposes. Commercial accounts are accounts that are not consumer accounts. If you engage in activity more appropriate for a commercial account (including merchant bankcard, frequent deposits of cash or coin, high check usage or other activity we may determine to be unusual or excessive for a consumer account), the Bank may require you to use a commercial account. If we do convert your account, we will notify you in advance. At that time, we will give you more information about your new account.

Checking Sub-accounts

The Bank may structure your checking account (other than Analysis Checking Accounts) to consist of two legally separate sub-accounts: a checking sub-account and a money market/savings sub-account. We may transfer funds between these sub-accounts based on thresholds we may set and adjust from time to time. This procedure has no impact on the way you use your account and will not be visible to you, nor will it affect the interest you earn, minimum balance requirements, the fees you pay or your FDIC insurance coverage. You agree that we may treat the sub-accounts as one and the same account if we receive a levy, subpoena or other legal process regarding either sub-account. You will have no direct access to the money market/savings sub-account, and we may (but do not currently) require seven (7) days prior notice of withdrawals from the checking or money market/savings sub-account. The Bank may make up to six transfers from the money market/savings sub-account to the checking sub-account per month, with the entire balance transferred on the sixth transfer. We repeat this process each month.

Opening Additional Accounts

The Bank may open additional accounts under the same Signature Card and Agreement on the instructions of any signer. For each additional account, the Taxpayer Identification Number (TIN) must be the same as the one on the Signature Card. The same signer(s) must sign on the new account and only those signers designated on the Signature Card may withdraw funds from the account. If you want different signers on the new account, you must complete and sign a new Signature

Card and Agreement. You authorize us to use the TIN that you give us on the Signature Card on any new account any signer subsequently opens on the same Signature Card.

Taxpayer Identification Number

You are required to provide us with your correct taxpayer identification number and certify, under penalty of perjury, that it is correct. If you are an individual and a U.S. person, then your taxpayer identification number is your Social Security number. If you have not provided us with your correct taxpayer identification number, or will not certify that it is correct, then you may be subject to a penalty imposed by the Internal Revenue Service (IRS). In addition to the penalty that may apply, any interest payments that we make to you will be subject to backup withholding. Unlike the penalty, the Bank, and not the IRS, will impose backup withholding at the rate in effect at the time we are required to backup withhold. Furthermore, we are required by law to report annually to you, to the IRS and to the California Franchise Tax Board, interest payments that total \$10 or more during the year on each of your checking, savings and time deposit accounts with us. You may also receive promotional bonuses from us in the form of premiums, gifts or awards related to specific accounts. The Bank will report bonuses as interest payments if in one calendar year: (i) the value of the bonuses related to a specific account equals or exceeds \$10; or (ii) the aggregate of the value of the bonuses and the interest we have paid you related to a specific account equals or exceeds \$10.

Limitation of Liability; Indemnity

Except as otherwise stated in this Agreement or as specified by law, the Bank will be liable to you only for damages arising directly from our intentional misconduct or gross negligence. "Ordinary care" requires only that we follow standards that do not vary unreasonably from the general standards followed by similarly situated banks. Our policies and procedures are general internal guidelines for our use and do not establish a higher standard of care for us than is otherwise established by the laws governing your account. A mere clerical error or an honest mistake will not be considered a failure by us to perform any of our obligations.

The Bank is not liable for loss, damage, harm or expense ("Loss") from: (a) any inaccuracy, act or failure to act of any person not within our reasonable control (such as the failure of other financial institutions to provide accurate or timely information); (b) the failure of other financial institutions to accept or perform in connection with checks or other charges; (c) your negligence or breach of this Agreement (such as failing to recognize unauthorized transactions or to keep security procedures confidential); (d) any ambiguous or inaccurate instruction; or (e) any error, failure or delay caused by accident, fire, flood, war, riot, electrical, mechanical or communication failure, acts of third-parties, acts of God, or any cause beyond the Bank's control.

Our liability for any act or failure to act is limited to your

direct loss (and interest on that loss, if required by law, at the average Federal Funds rate at the Federal Reserve Bank of New York for the period). Except if specifically imposed by statute that cannot be waived between parties, THE BANK IS NOT LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES, such as loss or damage from subsequent wrongful dishonor from our acts or omissions, even if we are aware of the possibility of the same.

In addition to any other rights the Bank may have under this Agreement or any Additional Documentation, or at law or in equity, you agree that you will indemnify, defend and hold harmless the Bank and our directors, officers, shareholders, employees and agents, against any and all third-party suits, proceedings, claims, demands, causes of action, damages, expenses (including reasonable attorneys' fees and other legal expenses), liabilities and other losses ("Indemnified Losses") that result from or arise out of: (a) the wrongful acts or omissions of you, or any person acting on your behalf (including without limitation your authorized processor, if any), in connection with your use of your accounts or services we offer to you under this Agreement, including, without limitation: (i) the breach by you of any provision, representation or warranty of this Agreement; (ii) the negligence or willful misconduct (whether by act or omission) of you, your customers, your authorized processor (if any) or any third-party on behalf of you; (iii) any misuse of the account or services by you, or any third-party within the control or on behalf of you; or (iv) the failure by you to comply with applicable state and federal laws and regulations applicable to you; (b) any act or omission of ours that is in accordance with this Agreement or instructions from you; (c) actions by third-parties, such as the introduction of a virus that delay, alter or corrupt the transmission of information to us; or (d) any loss or corruption of data in transit from you or your authorized processor to us.

Our relationship with you concerning your accounts is that of debtor and creditor. No fiduciary, quasi-fiduciary or similar special relationship exists between you and us. Your account may not be pledged, assigned or otherwise transferred in whole or in part without our consent, which we are not obligated to provide.

Funds Availability Policy

Your Ability to Withdraw Funds

Bank policy is to make funds from your cash and check deposits available to you on the first (1st) business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 2:00 p.m. at a branch (or a later cutoff hour of up to 6:00 p.m. for some of our

branches), or before 12:00 p.m. at one of our ATMs, and the deposit is on a business day that we are open, we will consider that day to be the day of your deposit. In this regard, the cutoff hour for deposits at our branches is no earlier than 2:00 p.m. and no later than 6:00 p.m., but may vary from branch to branch depending on the location of the branch and the day of the week. Each branch's cutoff hours are posted at the branch, for your convenience and information. However, if you make a deposit after the applicable branch cutoff hour, or after the stated ATM cutoff hour, or on a day we are not open, then we will consider that the deposit was made on the next business day we are open.

Longer Delays May Apply

In some cases, the Bank will not make all of the funds that you deposit by check available to you on the first (1st) business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second (2nd) business day after the day of your deposit. The first \$200 of your deposit, however, will be available on the first (1st) business day.

If the Bank is not going to make all of the funds from your deposit available on the first (1st) business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one (1) day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

The Bank will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh (7th) business day after the day of your deposit.

Special Rules for New Accounts

If you are a new customer, the following special rules will apply during the first (1st) thirty (30) days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets

certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available on the ninth (9th) business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second (2nd) business day after the day of your deposit.

Funds from all other check deposits will be available not later than the eleventh (11th) business day after the day of your deposit.

Holds on Cashed Checks

If the Bank cashes a check that is drawn on another bank, we may place a hold on the funds in your account in the amount of the cashed check. The funds placed on hold will be available as described in this Funds Availability Policy.

Legibility of Deposited Checks

In the event you deposit a check which is returned beyond legal time requirements, or for which notice of nonpayment is delayed beyond legal time requirements, because markings on the back of the check impair the legibility of return check information (e.g., imprints from rubber stamps or customer endorsements), then you agree to be liable for any loss or damages arising therefrom.

Legibility of Issuer's Checks

In the event you issue a check whose condition adversely affects the ability of a bank to endorse the check legibly (e.g., because of carbon strips or preprinted information on the back of the check), you agree to be liable for any loss or damages arising therefrom.

If you have any questions or concerns about your endorsement practices or your personalized checks, please contact your Community Banker at the telephone number shown on the back page of this Deposit Agreement.

Check 21 - Substitute Checks

The Bank may accept, create and use substitute checks, which are considered the legal equivalent of the original check (including when they are presented for payment).

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.

You may deposit a substitute check only if the check has been returned to you unpaid as a substitute check and you are redepositing the item. You agree not to otherwise deposit a substitute check with us, unless we have an agreement with you setting out the terms and conditions of this as a banking service for you.

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, special handling fees for overdrafts and/or returned checks).

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 a refund of the lesser of \$2,500.00 or the amount of the check (plus interest, if your account earns interest) within ten (10) business days after we received your claim and the remainder of your refund (plus interest, if your account earns interest) not later than forty-five (45) calendar days after we received your claim.

The Bank 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 at 1-800-848-1088 or write to us at P. O. Box 1200, MAC B-1N, Suisun City, CA 94585. Hearing- or speech-impaired clients may use TDDs to contact our Customer Service Department at 1-800-TDD-1088 (1-800-833-1088). You must contact or write to us within forty (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. The Bank 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: the check number; the name of the person to whom you wrote the check; and the amount of the check.

Electronic Funds Transfer Services

This section describes the Bank's account-related electronic banking services, and provides the terms applicable to these services. In general, these services provide ways to transfer funds electronically to and from your account, including by using an ATM Card or ATM and Debit Card linked to the account or by a Personal Identification Number (PIN). The Bank may limit the availability of these services at any time, and all of these services may not be available at each Bank location. The Bank may require you or the cardholder to sign or agree to Additional Documentation to obtain these services.

The Bank may, in its sole discretion, limit the availability of electronic banking services as it considers appropriate.

Some provisions in this section are marked as applicable to consumers only. This shows which provisions of this section do not apply if (a) you are not a consumer or (b) the particular transaction is not covered by Federal Regulation E.

Your "ATM Card" and Your "ATM and Debit Card"

An "ATM Card" is an access device that may be used at a Westamerica ATM and at other ATM systems. Refer to the Bank's website at www.westamerica.com for a current list of ATM networks. An "ATM and Debit Card" can be used at these ATMs and also at merchants (including on-line) point-of-sale transactions. In this section, the Westamerica Bancorporation ATM Card and the ATM and Debit Card may both be referred to as "card," unless otherwise specifically described.

Issuance of a Card and PIN

Subject to qualification, the Bank may issue a card and a PIN to each cardholder to access the account(s) that are linked to your card (a "Linked Account") at Automated Teller Machines (an "ATM") and for Point of Sale (POS) network merchant transactions.

Protecting the Card and PIN

Take care of the card and PIN as you would your checks and other important documents. Each cardholder must have his or her own unique PIN for the card, which may be embossed with his or her name. Each cardholder is responsible for maintaining the confidentiality of the PIN. Memorize the PIN. Never write the PIN on the card or share it with anyone, including Bank personnel. Never allow anyone else to use, borrow, or obtain the card or PIN. If the card and/or PIN are given to another person, you will be responsible for all transactions made by that person or anyone else to whom that person gives the card and/or PIN. Notify the Bank immediately if the card is lost

or stolen or is no longer secure.

Each cardholder should care for their card as they would any other valuable that they carry with them:

- To protect your account, the Bank recommends that you change your PIN every six (6) months.
- When selecting your PIN, do not use any number or word that appears in your wallet (such as birth date, name, or address).
- Memorize your PIN and never share it with anyone.
- Shop with merchants you know and trust.
- Regularly review your account statements as soon as you receive them to verify transactions. Contact the Bank immediately if you identify any discrepancies.
- Make sure any Internet purchase activity you engage in is secured with encryption to protect your account information. Look for “secure transaction” symbols.
- Do not send your card number through email, as it is typically not secure. Don’t provide it over the phone unless you initiated the call.
- Always be sure to log off any site after a purchase transaction is made with your card. If you cannot log off, shut down your browser to prevent unauthorized access to your account information.
- If you receive a replacement card, be sure to destroy your old card.

Stay Safe at the ATM

- Be prepared. Get your transactions ready beforehand. Have your card in hand when you approach the ATM.
- Stay alert. If you observe suspicious activity near you, cancel your transaction and return at another time, or use an ATM elsewhere.
- Bring someone with you. If you use the ATM at night, don’t come alone. Avoid poorly maintained or poorly lighted locations.
- Shield the ATM screen. Block the ATM with your body when you input your PIN so others can’t see your secret code.
- Take your receipt when you leave the ATM. Don’t put it in a nearby trash receptacle. It contains valuable information for your records and should never be left behind.
- Pocket your cash immediately. You can count it in the safety of your car, office or home.
- At the Drive-Up, keep your engine running. Make sure your windows are closed and doors are locked. And allow for space between cars. This allows for a quick exit if necessary.

Account Linkages

The Bank shall determine the number and type of accounts that can be linked as “Linked Accounts” to your card. You may link such additional Linked Accounts to your card as the Bank permits from time to time. The permitted linkages may vary depending on the type of card. The Bank may link to your

card any or all of the accounts on which you are an authorized signer, unless you request the Bank not to link specific accounts.

Designation of Primary Transaction Account

If you link only one (1) account of a single type (e.g. checking, or savings accounts) as a Linked Account to the card, the checking account is automatically designated as the “primary” account for purposes of electronic banking services.

Designation of Primary vs. Other Accounts

If you link more than one (1) account of a single type to the card, you may designate a primary account, secondary account, and other accounts from among the various Linked Accounts. For example, if you link four checking accounts to your card, one account will be the primary account, another will be the secondary account and the remaining two (2) accounts will be other accounts. If you do not designate one of the Linked Accounts as the primary account of a particular type of account, the first account of that type linked to your card is considered the primary account for that type of account.

Daily Limits

If the card may be used to make withdrawals and/or transfers at an ATM or to make POS purchases, the following rules apply:

- There is no limit on the number of times the card may be used each day so long as the applicable daily limits for Linked Accounts that are separately disclosed are not exceeded. (These limits can be found on your card mailer).
- The ATM daily dollar limit is the maximum amount of cash that can be withdrawn from any combination of linked deposit accounts by an individual card.
- The daily POS purchase limit is the maximum amount of purchases (including cash back, if any) that can be debited from the Linked Account used for POS access.
- For purposes of the daily limits only, a “day” is defined as the 24-hour period from 10:00 p.m. to 10:00 p.m., Pacific Time. If a transaction is initiated in another time zone, it will be processed when the Bank receives it. The Bank will send notification if the Bank decreases the daily limit.

If the cardholder already has a card and does not know what the daily limits are, call the Bank at the telephone number listed on your statement for your account.

Available Funds

Generally, a cardholder can withdraw funds up to the daily ATM or POS withdrawal limit, subject to the available balance in any combination of linked deposit accounts accessed for withdrawal. If the ATM or POS purchase would create an overdraft on the primary or any other Linked Accounts, the Bank may decline to authorize or pay the transaction. See the Processing Your Transactions section, in particular the discussion of Overdrawn Account, and our Overdraft Disclosure for further information. The availability of deposits for withdrawal is described in the Funds Availability Policy section.

POS Purchases

A cardholder may use the card to purchase goods and services from merchants that accept Visa Debit Cards or merchants that participate in any network who the Bank has an agreement with. Some merchants may refuse to accept your card as payment for goods or services, and we are not responsible or liable for their actions.

If a cardholder authorizes a POS purchase, the purchase will be processed using primary checking account funds. If the Bank receives an electronic notice that a POS transaction has occurred, a hold may be placed on the account designated as the primary transaction account. The hold will be for the actual amount of the purchase or, depending on the merchant's practice, for the anticipated amount of the purchase (which may be greater or less than the actual amount of the purchase), or for a pre-established amount in excess of individual transactions (for example, hotel or car reservations). The held funds will not be available for other account purposes, and we have the right to return checks or other items drawn against your account to maintain sufficient funds to pay for any previously authorized transactions. You agree to maintain sufficient available funds on deposit in the account to cover all authorized transactions. The hold may continue even if you do not purchase any goods or services for which authorization was obtained. The hold may remain in effect from the time the notice is received until the merchant draft or other payment data is presented. The amount of each POS transaction will be deducted from the available funds in that designated account.

Some POS merchants may assess a fee for a purchase made at their location. A sign describing any fee should be posted by the merchant. This fee will be included in the total purchase amount shown on the Bank account statement linked to the card and reflected on the receipt issued at the time of the transaction.

Since your card is not a credit card, if you have a dispute with the merchant regarding the quality, price, warranty or otherwise of the goods or services you purchase with your card, you will have to settle your dispute with the merchant directly. We are not responsible for a merchant's actions, including any misrepresentations by a merchant.

Transactions Outside the United States

If a card is used to make an ATM withdrawal or a POS purchase in a foreign currency, the network that handles the transaction will convert the foreign currency amount to U.S. Dollars. The network will use either a rate selected by the network from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate the network itself receives, or the government mandated rate in effect for the applicable central processing date. For each transaction outside the United States, the Bank may also charge an International Transaction Fee, which is based on the amount provided to the Bank by the network in U.S. Dollars (the "Network Transaction Amount"). This fee may apply even if the transaction was originally

denominated in U.S. Dollars but is identified by the processing network as being conducted outside the United States.

Shared Network ATMs

A cardholder may use the card at a shared Network ATM to conduct such non-Westamerica Bank ATM transactions as withdraw cash from, transfer available funds between, or check the balance on, the account designated as the primary account. Some of these transactions may not be available on certain accounts or terminals. A fee may be assessed for each shared Network ATM transaction you perform. Outside parties may assess additional transaction fees for transactions made at their ATMs. These fees may be included in the total amount of the transaction amount that is withdrawn from your account and shown on the statement for the account.

Deposit at ATMs; Deposit Verification

Checks that the cardholder wants to deposit to Linked Account(s) must be endorsed by all payees. Checks made out to payees who are not account owners may not be accepted once the check has been examined. You may not deposit foreign currency or checks with payment amounts stated in foreign currency. If the cardholder makes a deposit at the ATM and the amount keyed differs from the sum of the deposited check(s), a debit or credit adjustment will be made to the account. During the verification process, checks that the Bank refuses to accept for deposit for any reason will be returned by first class mail to the address in the Bank's records for your account. The dollar amount of such checks will be deducted from the total dollar amount keyed in for deposit. The availability of deposits for withdrawal is described in the Funds Availability Policy section of our current Deposit Agreement and Disclosure.

Statements

If your account is governed by Regulation E, the Bank will send or make available to you a monthly statement if there are electronic fund transfers in a particular month. Otherwise, the Bank will send or make available to you a statement at least quarterly.

Statement of Balances of Linked Accounts

The cardholder may use the card to obtain a printout of the balances of all Linked Accounts. Any balance shown on the statement may include deposits still subject to verification by the Bank, and the balances may differ from the cardholder's records because of deposits in progress, outstanding checks, or other withdrawals, payments, or fees.

Receipts at ATMs

You will be given the choice to receive a receipt each time an ATM is used to make an electronic transfer, unless you are notified otherwise before you complete your transaction. The receipt is evidence of the transaction as recorded by the ATM. All transactions are subject to posting, final payment, or verification,

as applicable. The cardholder can use the receipt to reconcile the statement for their account. Any balance shown on the receipt may include deposits still subject to verification by the Bank, and the balances may differ from the cardholder's records because of deposits in progress, outstanding checks, or other withdrawals, payments, or fees.

ATM and POS Malfunctions

Neither you nor the cardholder will hold the Bank responsible for damages that result from or are a consequence of an ATM or POS malfunction. You or the cardholder will promptly notify the Bank if an ATM fails to dispense the correct amount of cash or provide a proper receipt by calling or writing the Bank at the telephone number or address provided on the statement.

When a Transaction is Posted

The time required to debit or credit your account after the card is used will depend on the location of the ATM or POS and the type of transaction.

Termination of Card Privileges

The card is the property of the Bank. The Bank may terminate the cardholder's card privileges at any time without notice to you or the cardholder. You or the cardholder may terminate card privileges at any time by writing the Bank at the address provided on your statement. You will immediately notify the Bank in writing of the termination of the cardholder's authority to use a card. If the cardholder's authority is terminated, the account is closed or the card is cancelled, you will immediately retrieve and destroy the card(s) and upon request provide written confirmation that the card(s) has been destroyed or upon request you must immediately surrender the card(s) to the Bank. Termination of card privileges will not affect any of your rights or obligations for transactions made with a card before the privileges were terminated.

Changes in Terms Affecting Electronic Transactions

From time to time, the Bank may change the terms and conditions applicable to electronic transactions. The Bank will send you written notice as required by the laws governing your account.

Termination of Electronic Fund Transfer Privileges

All of your electronic transfer privileges end if your account is closed. Either you or the Bank may terminate specific electronic transfer services without closing your account. You may terminate a service by calling or writing the Bank at the number or address listed on the statement for your account or provided on the back page of this Deposit Agreement. The Bank may terminate specific electronic fund transfers anytime without prior notice to you.

Accounts That May be Used

Electronic Payment Services are available to you from your

checking, money market checking, savings, or money market savings account. You will be asked to sign or agree to separate Additional Documentation if you elect to use one or more of these services.

Preauthorized Transfers from Your Account by Others

Your Authorization

When receiving a payment order, payment may be made by us, or by other banks to which the payment order is forwarded, based solely on the account number even if the account number identifies a beneficiary different from the beneficiary named by the Originator of the payment order. Furthermore, when receiving a payment order, we may rely, and any other banks to which the payment order is forwarded may rely, on the bank identification number provided in the payment order even if the identification number identifies a bank different from the bank named by the Originator of the payment order. If you authorize a person to periodically debit your account, in most cases, that person must give you a copy of your written authorization to keep.

Under the Operating Rules of the National Automated Clearing House Association which are applicable to ACH transactions involving your account, we are not required to give next-day notice to you of receipt of an ACH item, and we will not do so. However, we will continue to notify you of the receipt of payments in periodic statements we provide to you.

Limitations

There are no limitations on the amount or frequency of debits that you make from your checking account. If, however, you make payments from your money market savings or from your regular savings account, any limitation on withdrawals applicable to savings accounts will apply. See the section entitled Your Transfers and Withdrawals – Withdrawal Limitations for Money Market Savings and Withdrawal Limitations for Regular Savings in this Deposit Agreement for details.

Notice of Change in Amount

If you authorize a person to regularly debit your account and the amount varies from the previous amount debited, the person debiting your account is required to tell you, at least ten (10) days before each debit, when the debit will be made and how much it will be.

Liability for Failure to Make Certain Preauthorized Transfers

If the Bank does not complete a transfer on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages, unless any of the following conditions exist:

- You do not have enough funds in your account or Linked Account for overdraft protection to make the transfer;
- If the automated teller machine where you are making the transfer does not have enough cash or is not working properly;
- If circumstances beyond our control (such as earthquake, fire, flood, or system failure) prevent the transfer despite reasonable precautions that we have taken, or
- There are other exceptions stated in our agreement with you.

Stop Payment of Preauthorized Electronic Fund Transfers

You may place a stop payment order of preauthorized electronic fund transfers by calling the number listed on the statement for your account or by going to your local branch at least three (3) business days prior to the scheduled transfer date. The Bank requires your name and the account number associated with such transfer, and:

- Name of the payee
- The exact payment amount
- Scheduled transfer date

Failure to provide correct and complete information may make it impossible for the Bank to stop payment of the preauthorized electronic fund transfer.

If the Bank pays a preauthorized electronic fund transfer over a valid stop payment order, the Bank may require you to provide it with an affidavit describing the dispute in detail. If you order us to stop a preauthorized transfer three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages. If you are not a consumer, or your transaction is not covered by Regulation E, then you agree to indemnify and hold the Bank and its affiliates, officers, directors, employees, consultants, shareholders, and agents harmless from and against any loss incurred by the Bank and as a result of the Bank's stopping payment on an electronic fund transfer if any of the information relied upon in the stop payment order is incorrect or incomplete (or as a result of the Bank's not paying a preauthorized electronic fund transfer for which a valid stop payment order is in effect).

Electronic Check Conversion

You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to:

- Pay for purchases
- Pay bills

Preauthorized Credits to Your Account by Others

Your Authorization

You must specifically authorize the transferor to transfer funds electronically to your account. If you ask, the transferor may provide you a copy of your authorization.

Limitations

There are no limitations on the number of credits or the amounts that may be credited to your account.

Deposit Inquiry

You have the right to find out whether an electronic transfer was credited to your account. Please contact the Bank at the number listed on your statement for your account or on the back page of this Deposit Agreement.

When Transactions are Posted

Credit provided by the Bank for an electronic payment is provisional until the Bank receives final settlement or payment. If the Bank does not receive final settlement or payment, the Bank is entitled to a refund of the credit. The Bank is legally required to post any preauthorized credit to your account as of the settlement date. If you authorize a credit to an interest-earning savings account, the Bank will pay interest on that credit from the settlement date for the transactions.

Government Deposits

If, in connection with a direct deposit plan, we deposit any amount in your account which should have been returned to the Government for any reason, you authorize us to deduct the amount of our liability to the Government from your account or from any other account you or the deposit beneficiary have with us without prior notice and at any time, except as prohibited by law. If you have withdrawn these amounts, you agree to repay them to us upon demand. We may also use any other legal remedy to recover the amount of your liability.

Transfers Initiated by You**General**

If you authorize or instruct the Bank to make preauthorized transfers, the Bank may make single entry or periodic transfer amounts you specify from your checking or savings account to another account or send them to you by check.

Your Authorization

To use this Service, you must provide the Bank with authorization. Your login to our Online Banking service, for example, provides us with authorization for services you request using that service.

Limitations

The Bank provides you with separate notice of any limit on the amount you may transfer at any single time or on any given day, or of any limit on the number of transfers you can make from your checking account.

Limits on the number of transfers you can make from your savings account are located in the section entitled Your Transfers and Withdrawals – Withdrawal Limitations for Money Market Savings and Withdrawal Limitations for Regular Savings. See these sections for details.

Online Banking

To use the Online Banking service, you must be at least 18 years old and enter into Additional Documentation with the Bank. Your rights and obligations regarding Online Banking are more fully explained in that agreement.

Unauthorized Electronic Fund Transfers

In Case of Errors or Questions About Your Electronic Transfer

In case of errors or questions about your electronic transfers, call 1-800-848-1088 or write P. O. Box 1200, MAC B-2J, Suisun City, CA 94585 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. The Bank must hear from you no later than sixty (60) days after we send the FIRST statement on which the problem or error appeared. You may be liable for any transfers occurring after the close of the 60 days and before notice is given to the institution.

- Tell the Bank your name and account number.
- Describe the transfer in question, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell the Bank the dollar amount of the suspected error.

Lost or Stolen Card or PIN; Reporting Unauthorized Electronic Transfers

If you believe your card, your card number, or your PIN has been lost or stolen, call the number listed on your account statement or write to the bank. You should also call or write if you believe a transfer has been made using the information from your check without your permission.

Liability for Unauthorized Use (for consumers only)

Inform us IMMEDIATELY if you believe your card, your card number, or your PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of reducing your possible losses. You could lose all the money in your account (plus funds in a line of credit or savings account linked to your card or as part of our standard overdraft practices). If you tell us after you learn of the loss or theft of your card, your card number or your PIN, you can lose no more than \$50 if someone used your card, your card number or your PIN without your permission.

Also, if your statement shows transfers that you did not make, including those made by card, PIN or other means, tell us at once. If you do not inform us within sixty (60) days after the statement was mailed to you, you may not recover any funds you lost after the sixty (60) days if the Bank can prove that it could have prevented the loss if you had told us in time. If a valid reason (such as a long trip or a hospital stay) kept you from telling us, the Bank will extend the time periods.

Special Rules for Cards Used in Visa Debit Card Transactions

When your ATM Card or your ATM and Debit Card is used to purchase goods or services in a transaction through the Visa system (even if a PIN is used) then the transaction is considered a Visa Debit Card transaction. Special lower liability limits apply for unauthorized Visa Debit Card transactions for both consumer and business cardholders. You will have no liability for unauthorized Visa Debit Card transactions (that is, your liability will not exceed zero dollars) if you report the unauthorized transaction to us. These special lower liability limits do not apply to Visa Debit Card transactions if the Bank determines that you were grossly negligent or fraudulent in the handling of your account or card. However, the “Visa Zero Liability Policy,” described in the foregoing paragraph, may not apply to all transactions that are processed on a card. It only applies to transactions that use the Visa payment system. You should not assume that either of these systems are being used just because you did not have to enter a PIN. The cards issued by the Bank have been enabled for use in non-Visa Debit Card transactions (both PIN and non-PIN based) and if a payment system other than Visa is used, which includes the payment systems listed on your card, then your transaction will not be covered by the Visa Zero Liability Policy. Examples of the types of actions that you may be required to make to initiate a Visa Debit Card transaction (thus, covered by the Visa Zero Liability Policy) on your card include signing a receipt, providing a card number over the telephone or via the Internet, or swiping the card through a point-of-sale terminal with the PIN. Examples of the types of actions you may be required to make to initiate a non-Visa Debit Card transaction (thus, not covered by the Visa Zero Liability Policy) on your card include initiating a payment directly with the biller (possibly via telephone, Internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through that network, and having your identity verified using known information derived from an existing relationship with you instead of through the use of a PIN.

Investigation of Claims Covered by Regulation E

If you verbally notify the Bank of your claim, the Bank may require that you send your complaint or question in writing within ten (10) business days. The Bank will determine whether an error occurred within ten (10) business days after the Bank hears from you and will correct any error promptly. If the Bank needs more time, however, it may take up to forty-five (45) days to investigate your complaint or question. If the Bank decides to do this, it will credit your account within ten (10) business days for the amount you claim is in error, so that you will have the use of the money during the time it takes the Bank to complete its investigation. If the Bank asks you to put your complaint or question in writing and it does not receive it within ten (10) business days, the Bank may not credit your account.

For errors involving new accounts, point-of-sale (POS), or foreign-initiated transactions, the Bank may take up to ninety (90) days to investigate your complaint or question. For new accounts, the Bank may take up to twenty (20) business days to credit your account for the amount you claim is in error. The Bank will tell you the results within three (3) business days after completing its investigation. If the Bank decides that there was no error, it will send you a written explanation. You may ask for copies of the documents that the Bank used in its investigation.

POS and Other Transactions Not Covered by Regulation E

For POS and other transactions not governed by Regulation E, you are liable for all losses relating to unauthorized EFTs that do not result solely from the negligence or intentional misconduct of the Bank, unless the laws governing your account require lesser liability. If the laws governing your account require additional disclosures related to your electronic transactions, the Bank provides them to you in the Schedule.

Investigations of Claims Not Covered by Regulation E

If you verbally notify the Bank of your claim, the Bank may ask you to send your claim in writing within ten (10) business days. If the claim is not governed by Regulation E, then the following provisions apply:

- The Bank shall attempt to complete its investigation within ten (10) business days (twenty (20) business days if the alleged error occurred during the first thirty (30) days your account is open) of your notifying the Bank. The Bank will report the results to you within three (3) business days after completing its investigation and correct any error promptly. If the Bank needs more time, the Bank may take up to ninety (90) days to investigate your claim, as long as the Bank provisionally credits your account within five (5) business days for the amount you claim is in error. You will have the use of the funds while the Bank completes its investigation. If the Bank receives your written notice within five (5) business days, the Bank shall provisionally credit your account at the end of the five (5) day period.
- If the Bank receives your written notice after the end of the five-day period, but within ten (10) business days (twenty (20) business days if the alleged error occurred during the first thirty (30) days your account is open), the Bank will credit your account at the end of the ten (10) day period (twenty (20) day period, as appropriate). If the Bank does not receive your written notice within ten (10) business days (or twenty (20) business days, as appropriate), the Bank does not need to credit your account while it completes its investigation.
- If the Bank decides that there was no error, the Bank will send you a written explanation within three (3) business days after it completes its investigation. You may ask for copies of any documents the Bank used in its investigation.

Funds Transfers

Rules of Funds Transfer Systems

Funds transfers to or from your account will be governed by the rules of any funds transfer system through which the transfers are made, as amended from time to time, including, without limitation, Fedwire, the National Automated Clearing House Association (“NACHA”), any regional association, and Clearing House Interbank Payments Systems (CHIPS). The following terms and conditions are in addition to, and not in place of, any Additional Documentation you have with the Bank regarding electronic transactions that are funds transfers.

Notice of Receipt of Funds

Unless the Bank has otherwise agreed in writing, we will notify you of funds electronically debited or credited to your account through the statement for your account covering the period in which the transaction occurred. The Bank is under no obligation to provide you any additional notice or receipt.

Reliance on Identification Numbers

If a transfer instruction describes the person to receive payment inconsistently by name and account number, payment may be made on the basis of the account number even if the account number identifies a person different from the named person. If a transfer instruction describes a participating financial institution inconsistently by name and identification number, the identification number may be relied upon as the proper identification of the financial institution.

Erroneous Payment Orders

The Bank has no obligation to detect errors in payment orders (for example, an erroneous instruction to pay a beneficiary not intended by you or to pay an amount greater than the amount intended by you, or an erroneous transmission of a duplicate payment order previously sent by you). Should the Bank detect an error on one or more occasions, it shall not be construed as obligating the Bank to detect errors in any future payment order.

In Case of Errors or Questions About Your Wire Funds Transfer

In case of errors or questions about your Wire Funds transfers, call 1-800-848-1088 or write P. O. Box 1200, MAC B-2D, Suisun City, CA 94585 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. For Domestic Funds Transfers, the Bank must hear from you no later than sixty (60) days after we send the FIRST statement on which the problem or error appeared. For International Funds transfers sent from a personal account, the Bank must hear from you no later than one hundred eighty (180) days of the Availability Date.

- Tell the Bank your name and account number.
- Describe the transfer in question, and explain as clearly

as you can why you believe it is an error or why you need more information.

- Tell the Bank the dollar amount and date of the suspected error.

Automated Clearing House (ACH) Transactions

These terms apply to payments from your account that are transmitted through an ACH. You hereby authorize any Originating Depository Financial Institution (ODFI) to initiate, pursuant to ACH Operating Rules, ACH debit entries to your account for electronic presentment or re-presentment of items written or authorized by you.

Individual and Multi-Party Accounts

Because decisions concerning whether an account should be held in a particular capacity may have significant legal, tax, and estate planning consequences, consultation with your attorney or tax advisor is recommended and you agree to do so. The following is a brief summary of the general forms of account ownership available at the Bank.

Individual Accounts

If you open an account in your name alone, you are considered the sole owner of the account. You may allow another person to write checks on the account without giving him/her an ownership interest in the account by granting a power of attorney on a form acceptable to us. Otherwise, you will be the only person authorized to use the account.

Joint Accounts

A personal account opened by two or more persons is a joint tenancy account. All joint accounts will be treated as joint tenancy with right of survivorship unless we agree with you in writing that the account is owned in some other capacity. When any account owner dies, the funds pass automatically to surviving owners. A joint account owner authorizes the other account owners to endorse items in that person's name and to cash the items or deposit them into the joint account and to otherwise transact on the account. Each joint owner may, without notice to the other(s), withdraw any or all of the funds on deposit, close the account, stop payment on a check drawn on the account, or conduct other account-related services. We may rely on the instructions of any one of the account holders without liability to any other account holder. We may pay the account funds to any of the joint account holders, regardless of who actually owns the funds and without the consent of the others.

Each joint owner guarantees the signature(s) of the other joint owner endorsing checks payable to any of the joint owner(s). Each joint account owner is jointly and severally liable to us for any and all fees and charges assessed against the account, all amounts owed to us on the account, including overdrafts to the account and all costs, losses, or liabilities related to this Agreement or the account. Notice

provided by us to any joint owner is considered notice to all joint owners.

Joint Tenancy with Right of Survivorship

All owners of the account have an equal and undivided ownership interest in the whole account during their lifetimes. When any account owner dies, the funds pass automatically to surviving owner(s). Upon the death of all account owners, ownership passes to the named pay-on-death payee(s), if any.

Tenancy in Common

If a tenancy in common account is opened, no right of survivorship exists. To open a tenancy in common account, you must clearly indicate on your signature card that the account is held as “Tenancy In Common;” otherwise, the account will be considered a simple joint tenancy account. In a tenancy in common account, if any owner dies then the ownership interest of that owner passes to the named pay-on-death payee(s) of that owner or, if none, to the estate of that owner.

Community Property

If a married couple opens a community property account that is not with right of survivorship, each will have an equal interest in the account. To open a community property account, you must clearly indicate on your signature card that the account is held as “Community Property.” Otherwise, the account will be considered a simple joint tenancy account. In a community property account, if one of you dies then one-half of the account will belong to the surviving spouse and the deceased spouse’s share of the account will go to his or her estate and may be affected by a will.

Fiduciary and Agency Accounts

Accounts may be opened under court authorization by executors, administrators, conservators, guardians, or by trustees under written trust agreements or by agents under agency agreements or powers of attorney. The Bank may require a copy of the court order, trust agreement (or certification of trust), or the agency agreement before we open an account.

Dispute Resolution

The Bank and you (such references include our respective subsidiaries, affiliates, predecessors in interest, successors and assigns) agree to arbitrate all disputes and claims arising out of or relating to this Agreement. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This Deposit Agreement concerns banking transactions affecting and involving interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision.

A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Intent

to Arbitrate (“Notice”). The Notice to the Bank should be addressed to: Westamerica Bank, PO Box 1200, MAC B-2P, Suisun City, CA 94585 (“Arbitration Notice Address”). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought (“Demand”). If we do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or the Bank may commence an arbitration proceeding. All issues are for the arbitrator to decide, including the scope of this arbitration clause, but the arbitrator is bound by the terms of this Deposit Agreement.

The arbitration shall be governed by the Commercial Arbitration Rules and Mediation Procedures and the Supplementary Procedures for Association (“AAA”), as modified by this Deposit Agreement, and shall be administered by the AAA. The AAA Rules are available at www.adr.org or by request in writing to the Arbitration Notice Address. Consumer Related Disputes (collectively, “AAA Rules”) of the American Arbitration Association (“AAA”), as modified by this Deposit Agreement and shall be administered by the AAA. The AAA Rules are available at www.adr.org or by request in writing to the Arbitration Notice Address.

You agree that, by entering into this Deposit Agreement, you and the Bank are waiving the constitutional right to a trial by jury. Unless the Bank and you agree otherwise, all hearings conducted as part of the arbitration shall take place in the county of the address associated with your account. For Demands of \$10,000 (ten thousand dollars) or less, you may choose for the arbitration to proceed in person, by telephone, or based only on written submissions. The arbitrator will have expertise in the laws applicable to the dispute or claim. The arbitrator may award any form of relief including injunctive relief but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim. The arbitrator’s decision is final and binding.

You and the Bank also agree that YOU AND THE BANK MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, and not as a party, plaintiff, or class member in any purported class, representative, or collective proceeding. Further, you agree that the arbitrator may not consolidate proceedings of more than one person’s claims, and may not otherwise preside over any form of a representative or class proceeding, and that if this specific provision is found to be unenforceable, then the entirety of this arbitration clause shall be null and void.

Miscellaneous

Account Conversion

The Bank may convert your account to another type of deposit account offered by the Bank at any time, provided the Bank gives you any advance notice that may be required. If you have a high volume of activity, inappropriate activity, or a negative balance or if the Bank stops offering the type of account you

have, the Bank may convert your account to another type of account designed to accommodate your needs. The Bank will give you more information about your new account when it converts your account.

Bank Policies and Procedures

The Bank has and maintains a number of internal policies and procedures. Some of these are required of the Bank by law, while others are internal policies developed by the Bank to help us prevent losses, avoid errors, handle transactions or otherwise. You are not a third-party beneficiary of these policies and procedures. These are for our internal use and do not establish standards of care against which our conduct (action or inaction) is to be judged or measured, including in any dispute or disagreement with you.

Credit Reports

You authorize the Bank to make any inquiries that it considers appropriate to determine if it should open or maintain your account. This may include ordering a credit (or other) report (e.g. information from any motor vehicle department or other state agency) on you.

For More Information

For more information about the terms and conditions of any of your checking or savings plans or our current interest rate, please contact your branch or the Customer Service Department at the toll-free number shown on the back of this brochure.

Quality Control

To ensure your inquiries are handled courteously, promptly and accurately, Bank supervisory personnel randomly monitor customer service calls without notice to the customer or employee.



Your Community Banker™

For further information, please contact your local Westamerica Community Banker, visit us online at Westamerica.com, write us at P. O. Box 1200, MAC B-2N, Suisun City, CA 94585, or call Customer Service toll-free at 1-800-848-1088. Hearing impaired customers may use TDDs to contact us toll-free at 1-800-TDD-1088.

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