

CONSUMER DEPOSIT ACCOUNT AGREEMENT

TERMS. In this agreement 'you,' 'your,' and 'yours' mean Depositor individually (jointly and severally if more than one). 'We,' 'our,' 'ours,' and 'us' mean BANK OF SOUTHERN CALIFORNIA N.A.. Unless the context clearly requires otherwise, a singular term includes the plural and vice versa, and a word of one gender includes the other. 'Item' is any check, draft, or order for the payment of money, oral or written, in electronic or other form. 'Business day' is any day we are open for carrying on substantially all of our banking business other than Saturday, Sunday, or Federal Reserve Bank holiday. 'Such as' means the terms that follow are merely examples and are not intended to limit the possibilities. 'This agreement' means this document and any of the following, periodically amended, that we give you: disclosures; such as Truth in Savings and electronic fund transfers; fee schedule(s); the signature card; and any agreement for banking services connected with this account.

BINDING AGREEMENT. You have read this agreement and understand it is binding between you and us for a deposit account ('the account').

MULTIPLE OWNERS. If there are multiple owners, each owner may do anything permitted with the account, such as: endorse items for deposit or collection, even if payable to another owner; pledge it as collateral for any obligation; move funds by check or other means; close it; authorize others to conduct transactions on it; and give instructions for transfers, stop payments, and all other matters relating to it. (No owner may cancel a stop payment entered by another owner.) Each owner appoints each other owner as attorney-in-fact to endorse and cash items. A notice sent to one owner is effective for all. You guarantee the signature of each owner. You will be responsible for any liability, such as an overdraft, a fee, or a refund to the government of a direct deposit, even though caused by another owner. Unless noted otherwise on the signature card, the account is owned jointly with right of survivorship and not as tenants in common. If one owner dies, we treat the survivor(s) as owner(s) of the full balance. If noted on the signature card that ownership is as tenants in common or without survivorship, we treat the survivor(s) and personal representative of the deceased as owners. Their shares will be equal unless we have agreed otherwise in writing. Only a married couple may own the account as tenants by the entirety, and only if noted on the signature card. If one spouse dies, we treat the survivor as sole owner. If the couple divorces, we treat them as owners jointly with right of survivorship. You will notify us immediately after you learn of the death or declaration of incompetence of any co-owner.

'IN TRUST FOR' TERMS. If the account is noted on the signature card as 'ITF' or 'in trust for,' you agree that at your death (or, if more than one owner, at the death of the last survivor) ownership passes to the designated beneficiary/beneficiaries. You have not given us notice of the existence nor terms of a legal and valid trust other than the 'in trust for' description on the signature card.

P.O.D. TERMS. If the account is noted on the signature card as 'P.O.D.' or 'pay-on-death,' you agree that at your death (or, if more than one owner, at the death of the last survivor) ownership passes to the designated pay-on-death beneficiary/beneficiaries. No beneficiary will have any rights until all owners have died. If an owner pledges the account as collateral for an obligation, the pledge prevails over any rights of any beneficiary. If more than one beneficiary is designated they shall share equally unless otherwise noted on the account. If a beneficiary predeceases the account owner, his or her interest shall immediately terminate and the percentage share of the surviving beneficiaries shall be increased on a pro rata basis.

UTMA ACCOUNTS. If the account is noted on the signature card as established under the Uniform Transfers to Minors Act (UTMA), you understand there can be only one custodian and one minor per account. No other parties are permitted. Your responsibility to us under this agreement will not be limited to the amount in the account.

ACCOUNT TYPE. The account type is noted on the signature card and Truth in Savings disclosure. If a demand account, it will not earn interest. If a savings or NOW account, we reserve the right to require seven days' written notice before any withdrawal. If a negotiable order of withdrawal (NOW) account, if any entity not allowed by federal regulations to have such an account becomes an owner, we will convert the account into a checking or savings account. If a Holiday Club account, we will send you a check for the balance or we will deposit the balance into an account you have with us in October each year unless otherwise directed. We have given you disclosures explaining applicable transaction limits, fees, interest rates, and balance requirements. You agree that our fees and charges need not be based upon the cost of providing the service or administering the event to which the fee or charge is associated, but may be based on other considerations such as the expense of providing account services, generally similar charges of other financial institutions with which we compete, revenues to the bank, and the deterrence of abuse of an account.

SEVERABILITY. If the courts determine that any part of this agreement is illegal or unenforceable, you agree that the remainder will be enforced and the offending provision changed to make it enforceable.

LAW, JURISDICTION, AND VENUE. The laws of California govern this agreement. The courts of that state have jurisdiction of any dispute in connection with this agreement. You agree that venue will be proper in the courts in the county and city of our office where you signed or delivered this agreement.

WAIVER OF JURY TRIAL. You waive your right to a jury trial in any dispute with us. Such disputes may be tried before a judge only.

WAIVER OF CLASS ACTIONS. You agree that the transactions of each depositor of this bank arises from a unique relationship between the bank and its depositor such that damages that may arise as a result of a violation or alleged violation of this agreement or the laws and regulations governing this agreement are not the same for all depositors and therefore not appropriate for class action treatment. YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION AGAINST THIS BANK EITHER AS A MEMBER OF A PUTATIVE CLASS OR AS LEAD PLAINTIFF IN ANY DISPUTE AGAINST THE BANK.

ARBITRATION. You or we may require that any controversy or claim relating to this agreement, or breach of it, be resolved through arbitration administered by the American Arbitration Association under its commercial rules. Judgment on any award rendered by the arbitrator may be entered in any court having jurisdiction.

CHANGES. We may change any term of this agreement by giving you notice as required by law. If the law does not require a particular type or period of notice, we can post the change in our lobby or other public area for five days before it takes effect. If you use the account after the effective date of a change, that indicates your acceptance of the change.

ACCOUNT CLOSING. You or we may close the account at any time without cause. We may close it without notice to you if we reasonably believe it will prevent loss to us or you have violated this agreement. You will pay any fees and costs for closing the account, as well as any outstanding items. Our rights and your obligations survive any closing of the account or cancellation of this agreement. You will not claim we wrongfully dishonored items we return unpaid on or after the day the account was closed.

NOTICES. We can send you communication at the last address you gave us in writing. You will send us communication at our address in this agreement. The postmark or postage meter date, except where this agreement requires that something be 'actually received,' determines when communication occurred. You will notify us immediately of any change in your name, address, telephone number, or taxpayer identification number.

NO ASSIGNMENT. You understand that neither the account nor your rights under this agreement can be assigned without our written permission. Your successors and assigns are bound by this agreement. Any actual or purported assignment of the account remains subject to our right of setoff.

EXPENSES. You will pay any expenses we incur in good faith related to this agreement, such as fees on items sent for collection, foreign exchange charges, and unreimbursed research and copying fees when someone requires records about our relationship, and attorneys' fees we incur in good faith because of concerns about the account, whether or not litigation has begun, including such fees through trial and all appeals, plus court costs. You also agree to pay any expense that we incur, including attorneys' fees in responding to any subpoena, writ, government agency or judicial order, search warrant, or other order which we may be required to respond to regarding your account or your relationship with us.

INDEMNIFICATION. You will indemnify us against, and hold us harmless from, any and all losses, damages, costs, and attorney fees that we incur because of your failure to abide by any of the terms of this agreement.

NO WAIVER. Failure to insist on your strict performance of any obligation under this agreement will not create any duty on our part to continue to do so. You will not claim that we waived our right to insist on proper performance.

OUR RIGHTS. You agree that our rights under this agreement are cumulative, not exclusive. We may exercise any of them without giving up the right to exercise others.

RECORDING. You give us permission to record your communications with us. If you authorize someone to do business with us on your behalf, such as by power of attorney, you will be responsible for obtaining their permission to our recording their communications with us.

SETOFF. You grant us the right to apply the balance to payment of any debt that any owner of the account owes us, without notice including direct obligations, such as cashed items charged back, promissory notes and agreements (including this one), and indirect obligations, such as guarantees and endorsements. The right of setoff does not apply to this account if it

is an IRA or other tax-deferred retirement account. You understand that we can pay items into overdraft, impose overdraft fees, and apply any later deposits (including direct deposits of Social Security or other government benefits) to those overdrafts or overdraft fees.

LEGAL PROCESS. If any owner or authorized signer is ever involved in a legal proceeding, such as divorce, garnishment, levy, or attachment, you will not hold us responsible for any damage you suffer from our actions in good faith reliance on any order or other legal process. Any garnishment, levy, or attachment is subject to our right of setoff. If a bankruptcy or similar proceeding is filed by or against any owner, we can place an administrative hold on part or all of the balance while we seek to have the automatic stay lifted.

NO ACTIVITY. You understand that if you do not generate any transactions for 730 days, we may charge dormancy fees unless specifically forbidden by law. You understand that if the lack of activity continues for the period set by abandoned property law, we will pay the balance to the state.

AUTHORITY. You will not grant anyone authority to conduct business with us on your behalf until we have reviewed the terms of authorization and have given you written acceptance. This includes authority such as power of attorney, bill-paying arrangement, or other method. You will not claim that we wrongfully dishonored items presented to us before we accepted the authorization. If you have not given us the proposed authorization for advance review, we may, in good faith, honor items and instructions from the person you authorized. You will not hold us responsible if someone you authorized to do business with us misapplies your money. You assume all risk of improper acts by such person. We can consider an authorization valid until we actually receive written revocation of it and have had reasonable time to review and act upon it. If we accept an authority, we may revoke our acceptance of that authority at any time at our discretion. If you voluntarily disclose information about the account that would permit someone to initiate a debit to the account (such as account number, bank routing number, and next unused check number) to someone who wants to sell you goods or services, then you will be deemed to have authorized us to pay any debit to your account that person initiates.

TELEMARKETERS. Telemarketers and others trying to sell you goods or services may ask for information about your account, such as your account number, next unused check number, or our routing number. If you give any of that information to such a person, you agree that we may treat any debit to your account initiated by that person as being authorized by you.

CHECKS. You will not write a postdated check without giving us written notice, describing the check with reasonable certainty, at least five business days before you write the check. If you do not give us notice, we can pay the check when it reaches us, regardless of the date. You will use only approved checks and deposit slips. You will not attempt to create a 'substitute check' for deposit into the account without obtaining our express written consent in advance. You will not write a check using ink of a color or type that is not legible when imaged or copied. You will not deposit any check that was written in such ink, or that has any other features that would prevent it from being imaged or copied clearly and completely. You will verify your name, address, telephone, and the numbers in the magnetic ink character line across the bottom of the face of each document in each order of checks and deposit slips. If there is an error, you will not use the affected documents, but will notify us and the printer immediately. You will not hold us responsible for any amount beyond the replacement cost of the order (provided the checks were ordered through us). If we safekeep your cancelled checks and other items, we can destroy the originals and keep electronic or other images after a reasonable time has elapsed. We can destroy the images after a further reasonable time. Our sending you your statement or making it available will be the same for all purposes as though we had included the cancelled checks and other items with the statement.

EXAMINATION OF ITEMS. You do not require us to comply with any restrictive legend on any item, such as, 'void if not cashed within 90 days,' 'payment in full,' or any other marking that is not one of the following: drawee bank name and location, payee name, endorser name, drawer signature, and the magnetic ink characters across the bottom front of the item. You will not hold us responsible for any item's late return caused by an endorsement stamp or other marking outside the area allowed for it by law. You will not claim that we failed to exercise ordinary care because our procedures do not require sight examination of each item with an amount below a figure we set periodically.

SIGNATURES TO COME. If you have asked us to create the account for multiple owners or authorized signers, we can limit use of the account until all have signed.

LAWS, REGULATIONS. We are subject to extremely detailed laws and regulations. You will not hold us liable for anything we do or decline to do based on a good faith belief that it is required by law or regulation. Some laws allow parties to 'contract out' of the law's provisions and establish their own rules. You intend this agreement to do that whenever a term of this agreement conflicts with such a law. You will abide by the rules of any clearinghouse or automated clearinghouse that handles any part of a transaction.

LIABILITY LIMIT. You will not hold us responsible for loss caused by an event beyond our control, such as war, terrorism, riot, labor trouble, natural disaster, computer problem, loss of electric power, communications, or transport. If we do not process a transaction in accordance with the terms of this agreement, our maximum liability shall be the amount of the transaction. In no circumstances will we be responsible for consequential damages for any action that we take or fail to take in regard to the account.

DEPOSITED ITEMS. You understand all deposits are subject to verification and correction. We can accept an item for deposit or collection only, refuse it, or return it. In receiving items, we are acting only as your agent. We have no responsibility beyond ordinary care. You will not hold us responsible for default or negligence of our correspondents or loss of items in transit. Each correspondent we use will be liable only for its own negligence. If we give you credit for an item, we can revoke it if the item is not paid. Items deposited by mail will not be considered received by us until we actually receive them. You will not hold us responsible for loss of any item until we have received it under this standard. If an item requiring endorsement is deposited without it, you authorize but do not require us to supply it. You will reimburse us for loss or expense we incur because of any missing endorsement, whether yours or another's, on a deposited item. We do not have to notify you of any nonrecurring ACH credits or wire transfers to the account.

AUTOMATED CLEARING HOUSE TRANSACTIONS. Credit given by us to you with respect to an automated clearing house "ACH" credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e. the originator of the entry) shall not be deemed to have paid you in the amount of such entry. 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 payment in the periodic statement we provide you. We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses "ACH" and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of New York, unless we have otherwise specified in a separate agreement with you that the law of some other state shall govern.

FOREIGN ITEMS. If an item that is payable at a foreign bank or in a foreign currency is deposited, you will be responsible for all collection charges and exchange rate risk on it. You understand that we will not credit that kind of deposit until receiving the proceeds in United States currency.

RETURNED ITEMS. We can charge for the amount of any deposited item that is returned unpaid. We can reprocess the item, but you do not require it. We can process a copy, electronic entry, or other evidence of the returned item. You waive presentment, notice of dishonor, and protest.

'STALE' ITEMS. We can pay an item presented to us more than six months after the date on the item. If you do not want us to pay such an item, you will place a stop payment on it.

STOP PAYMENTS. If you want us to stop payment on a check, you will tell us so in writing, giving us the check number, date, payee name, and exact amount. You understand that if either the check number or the amount is not exact, our check processing equipment may not catch the check in time; you will not hold us responsible. If we decide to accept a telephoned stop payment, you will confirm it in writing on our form in no more than 14 days. We will have a reasonable time to act on any stop payment. You understand that a stop payment expires in six months. You will place a new stop payment if you do not want us to pay the check after the previous one expires.

BANK STATEMENTS. You will promptly examine and reconcile each statement we send or make available. You will notify us immediately of any problem, such as forgery, unauthorized endorsement or debit, alteration or encoding error which results in a wrong amount being either credited or debited from your account that you find or reasonably should have found. If you do not notify us within 30 days after we sent or made available the earliest statement that gave an indication of the problem you will be responsible for any loss that your notifying us could have prevented unless you can establish that we failed to exercise ordinary care and that failure substantially contributed to the loss or that we did not act in good faith. Notwithstanding the above, if you fail to report any problem with your statement including a forgery, unauthorized endorsement, debit, alteration or encoding error within 365 days of when we send your statement or make it available to you the loss will be entirely yours and you cannot assert a claim against the bank regardless of whether we exercised ordinary reasonable care with respect to the item paid.

OVERDRAFTS. We do not have to let you overdraw the account. If we ever do, that does not mean we must continue to do so. You do not expect any notice of an overdraft beyond any normal periodic statement.

CREDIT REPORTS. You authorize us to obtain reports about you periodically from organizations such as consumer reporting agencies, check reporting services, and other credit reporting entities, and to provide them information.

INCOMPLETE ITEMS. If an authorized signer signs a check or authorizes any item that is not completed, you will not hold us responsible for paying it as completed by anyone unless we actually know it was completed in an unauthorized way.

DISPUTED AUTHORITY. If anyone claims ownership over funds, and we have a good faith doubt about whether to recognize the claim, we can hold some or all of the balance until the claim is resolved. We can pay some or all of the balance into court in an interpleader or other action to determine ownership. You will not claim that we wrongfully dishonored items that were presented to us while such a dispute was pending.

OTHER SERVICES. If you want services from us that are not covered by this agreement, you will sign an agreement with us for those services.

CASHING YOUR CHECKS. Before we allow a person to cash an item, we can require identification, such as a driver's license or passport. We can secure further identification by methods such as photography, fingerprinting, and other biometric or technological means. If the person does not provide or permit such identification, we can decline to cash the item and you will not claim that we wrongfully dishonored it.