PRODUCT CHANGE AND SERVICES GUIDE

WELCOME TO BANK OF SOUTHERN CALIFORNIA

BANK OF SOUTHERN CALIFORNIA

WELCOME TO BANK OF SOUTHERN CALIFORNIA

WE'RE EXCITED TO WELCOME YOU TO OUR BANK

It is with great pride that we welcome you to Bank of Southern California. Bank of Southern California is a growing community bank with headquarters in San Diego and is locally owned and managed with a history that spans 17 years. We are dedicated to providing a personalized banking experience and offer a broad range of solutions, a commitment to building relationships and ready access to decision makers.

It is our goal to facilitate a smooth transition from Americas United Bank to Bank of Southern California and to allow customers to continue to perform banking transactions as normal. I hope that you will find great value in the superior service and in market expertise that the combined teams at Bank of Southern California and Americas United Bank will deliver. We look forward to working with you and supporting your banking needs.

On behalf of all of us at Bank of Southern California, we thank you for your business and we look forward to continuing to serve you.

Nathan Rogge
CEO | President
Bank of Southern California

5 STAR SUPERIOR RATING*

#1 SMALL BUSINESS LENDER**

PREFERRED SBA LENDER

*Maintains a five-star superior performance rating by Bauer Financial. **In 2017, Bank of Southern California was awarded the top small business lender in the medium size bank category in San Diego County based on the largest quantity of SBA 7(a) loans, by the San Diego District Office of the U.S. Small Business Administration.*

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"The staff is beyond amazing. Everyone goes above and beyond the required day to day tasks. I would follow the staff anywhere. The service is so far above that of any other institution. I LOVE my bank."

BANK OF SOUTHERN CALIFORNIA

IMPORTANT DATES

ON JULY 31, 2018

- At the close of business on July 31, 2018, Americas United Bank will officially become Bank of Southern California. At this time, all branches will be updated to reflect the new brand.

ON AUGUST 1, 2018

- At the open of business on August 1, 2018, all Americas United Bank branches will operate as Bank of Southern California. There will be no impact to your account(s) at this time.

SEPTEMBER 20 - OCTOBER 14, 2018

- Beginning September 20, 2018, Americas United Bank's Online Banking system will not accommodate any new registrants. Additionally, no new recurring internal transfers may be added.
- Any bill payments that need to be scheduled for a payment date beyond October 12, 2018 must be entered prior to September 28, 2018. Bill payments created after September 28, with a due date before October 12, will automatically be processed through your current Online Banking Bill Pay system. However, if a bill payment with an effective date after October 12 is scheduled after September 28, that payment will not be picked up for processing through the conversion.
- On October 5, 2018, Americas United Bank's Online Banking eBills functionality will be suspended.
- On October 10, 2018, Online Banking Bill Pay service will no longer be accessible. All payee information, recurring payment details, and eleven months of bill payment history, will be transferred to Bank of Southern California's Bill Pay service and will be accessible following conversion.
- On October 12, 2018 at 1pm PST, Online Banking access will be discontinued.
- Beginning October 15, 2018 at 8am PST, access to Bank of Southern California's Online Banking and Bill Pay platform will be available for use.

OCTOBER 10 – 13, 2018

- In October, all debit card holders will receive a new Bank of Southern California debit card via mail with instructions on PIN and card activation.

OCTOBER 12 – 14, 2018

- System conversion will occur during this window and all Americas United Bank accounts will be transitioned to Bank of Southern California.
- Beginning October 12, 2018 at 4pm PST, Americas United Bank debit card holders will have reduced access and will be limited to lower stand in limits. Point of Sale (POS) limits will be reduced from $1,000 to $500 per day. ATM limits will remain at $300 per day.
- On October 14, 2018, new Bank of Southern California debit cards will be automatically activated and available for use by 9:00pm PST.

OCTOBER 15, 2018

- On October 15, 2018, you may visit any Bank of Southern California branch to conduct your banking. Refer to page 49 for a list of locations.
- On October 15, 2018 at 6am PST, Americas United Bank debit cards will become inactive.

TRANSITION HIGHLIGHTS

BANK NAME
Americas United Bank will change its name to Bank of Southern California.

FDIC INSURANCE
Bank of Southern California is a member of the FDIC. All eligible customer deposits remain safe, accessible, and insured up to the FDIC's standard maximum insurance coverage amount. For more information, please visit www.fdic.gov.

TELEPHONE AND FAX NUMBERS
Telephone and fax numbers for all former Americas United Bank branches will remain the same.

BANK OF SOUTHERN CALIFORNIA'S EXPANDED BRANCH NETWORK
Bank of Southern California will now operate eleven locations in the Southern California region. With offices throughout Los Angeles, Orange County, San Diego and Coachella Valley, we are conveniently located to service all of your banking needs.

CUSTOMER SERVICE CENTER
We pride ourselves on building long-lasting relationships with our clients and are always available to support your banking needs. In the event you need assistance after hours, we offer a 24-hour automated telephone banking line at 844.879.5121. To speak with a representative regarding credit card customer support, please call our 24-hour support line at 800.367.7576. For additional support and hours, visit www.banksocal.com.

VOICE RESPONSE UNIT (VRU)
We provide 24/7 access to a telephone banker where you can check loan and deposit balances, report lost or stolen cards, facilitate the transfer of funds between accounts, and more. Customers currently enrolled in VRU, will need to sign up as new clients with Bank of Southern California by calling 844.879.5121.

SUPERIOR SERVICE
We are committed to providing customers with personal, one-on-one service and provide every client with their own account officer. At Bank of Southern California, you will continue to receive the same level of service that you have come to expect with Americas United Bank.

ACCOUNT NUMBERS AND ROUTING NUMBERS
There will be no changes to your account numbers or the bank routing number.

CHECKS
You may continue using your existing Americas United Bank check supply.

DEBIT CARDS
Debit card users will receive a new Bank of Southern California MasterCard® debit card.

DIRECT DEPOSIT
Direct deposit will continue without interruption.

BANK OF SOUTHERN CALIFORNIA

TRANSITION HIGHLIGHTS

BANK ROUTING NUMBER

Bank of Southern California's routing number is 122243402 and after conversion this routing number should be used to establish new automatic credits and payments.

WEBSITE

Bank of Southern California's website is www.banksocal.com.

ONLINE BANKING AND BILL PAY

Online Banking and Bill Pay services will be accessible through the Bank's website at www.banksocal.com.

MOBILE BANKING

Bank of Southern California's mobile app can be downloaded to your phone by visiting Apple's App Store or Android's Google Play.

PAPER STATEMENTS

To ensure client information remains safe and secure, we recommend electronic statements. If you require a paper statement we will provide a monthly or quarterly statement by mail, but the paper statement will not include check images.

ACCOUNT STATEMENTS

All account holders will receive a closing statement for their Americas United Bank accounts as of October 12, 2018 detailing all account activity from your last statement date through the closing date.

Consumers will begin receiving monthly statements prepared by Bank of Southern California on November 7, 2018. The statement cycle is the 7th of each month.

Customers with business accounts and Money Market accounts will begin receiving monthly statements prepared by Bank of Southern California on October 31, 2018. The statement cycle is the last day of each month.

Customers with Savings accounts will begin receiving quarterly statements prepared by Bank of Southern California on December 31, 2018. The statement cycle is the last day of each quarter.

CONVENIENCE

Bank of Southern California maintains ten branches and one production office conveniently located throughout Southern California.

Online and mobile banking provide you with 24/7 access to your accounts and the ability to perform a variety of banking transactions anytime, anywhere.

NEW PRODUCTS AND SERVICES

Bank of Southern California offers additional products and services, including:

- Mobile Remote Deposit
- Expanded FDIC Insurance Sweep product
- Lockbox Processing
- Business Payment Automation

IMPORTANT ACCOUNT INFORMATION

To follow, is a Product Conversion Guide to help you quickly and easily locate information pertinent to your account. Each product listed on the guide contains new features and benefits available through Bank of Southern California.

The Product Conversion Guide also lists all new account terms and conditions that will be made effective, following the completion of our system conversion on October 15, 2018.

To welcome you to Bank of Southern California, we will automatically waive monthly maintenance fees for the first month. Applicable fees will not be assessed until December. For additional information regarding other account-related fees, please refer to the Consumer or Business Fee Schedule included in this guide.

For additional information, please visit any of our ten branches, or call our 24-hour automated telephone banking line at 844.879.5121.

PRODUCT CONVERSION GUIDE

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CONSUMER CHECKING ACCOUNTS

YOUR **PERSONAL "FREE" CHECKING ACCOUNT** WILL NOW BE **PERSONAL CHECKING**

Monthly Maintenance Fee	$8
Fee Waiver Requirements	• Minimum daily balance of $1,500 OR • Average monthly balance of $3,000 OR • Combined personal account average monthly balances of $15,000
Transaction Limits	N/A
Excess Transaction Fees	N/A
Account Features	• Online banking with bill pay • MasterCard® Debit Card

TRUTH IN SAVINGS DISCLOSURE: PERSONAL CHECKING

Minimum Balance Requirements. A monthly maintenance fee of $8.00 will be imposed every month if the daily balance in the account falls below $1,500.00 any day of the month, or the monthly average balance falls below $3,000.00 or the combined monthly average balance between your personal checking, savings, or CD accounts falls below $15,000.00.

Processing Order. All credit transactions are processed first. Debits or withdrawals, from your account will be processed in order as follows: checks negotiated in the branches during the day, electronic items such as ATM and debit card transactions and pre-authorized transactions, and then all other checks. ATM and debit card transactions will post based on time stamp and pre-authorized transactions based on smallest to largest amount. Checks will post in serial or sequence number order from smallest to largest regardless of the dollar amount of the check.

Fees And Charges. Please refer to the separate fee schedule provided to you with this disclosure for information about fees and charges associated with this account. A fee schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

Transaction Limitations. No transaction limitations apply to this account.

CONSUMER CHECKING ACCOUNTS

YOUR INTEREST CHECKING OR PLATINUM INTEREST CHECKING ACCOUNT WILL NOW BE VIP CHECKING

Monthly Maintenance Fee	$20
Fee Waiver Requirements	• Minimum daily balance of $2,500 OR • Average monthly balance of $5,000 OR • Combined personal account average monthly balances of $25,000
Transaction Limits	N/A
Excess Transaction Fees	N/A
Account Features	• Online banking with bill pay • MasterCard® Debit Card • Free Corporate image wallet checks (1 order annually) • Reimbursement of foreign ATM surcharges ($25 limit per statement cycle) • Earn tiered interest rates based on balances. • Interest pays on balances of $1,000 or greater

TRUTH IN SAVINGS DISCLOSURE: VIP CHECKING

Tiered Variable Rate Information. If your daily balance is equal to or greater than $0.01 but less than $1,000.00, the interest rate paid on the entire balance in your account will be 0.000%, with an annual percentage yield of 0.00%. If your daily balance is equal to or greater than $1,000.00 but less than $25,000.00, the interest rate paid on the entire balance in your account will be 0.030%, with an annual percentage yield of 0.03%. If your daily balance is equal to or greater than $25,000.00 but less than $50,000.00, the interest rate paid on the entire balance in your account will be 0.030%, with an annual percentage yield of 0.03%. If your daily balance is equal to or greater than $50,000.00 but less than $100,000.00, the interest rate paid on the entire balance in your account will be 0.050%, with an annual percentage yield of 0.05%. If your daily balance is equal to or greater than $100,000.00 but less than $250,000.00, the interest rate paid on the entire balance in your account will be 0.100%, with an annual percentage yield of 0.10%. If your daily balance is equal to or greater than $250,000.00 but less than $500,000.00, the interest rate paid on the entire balance in your account will be 0.150%, with an annual percentage yield of 0.15%. If your daily balance is equal to or greater than $500,000.00, the interest rate paid on the entire balance in your account will be 0.250%, with an annual percentage yield of 0.25%.

Your interest rate and annual percentage yield may change.

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

Frequency of Rate Changes. We may change the interest rate on your account every day.

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

Compounding And Crediting. Interest will be compounded monthly and will be credited to the account monthly. If you close your account before interest is credited, you will not receive the accrued interest.

Minimum Balance Requirements. A monthly maintenance fee of $20.00 will be imposed every month if the daily balance in the account falls below $2,500.00 any day of the month, or the monthly average balance falls below $5,000.00 or the combined monthly average balance between your personal checking, savings, or CD accounts falls below $25,000.00.

You must maintain a minimum daily balance of $1,000.00 in the account each day to obtain the disclosed annual percentage yield. You will earn interest for every day during the period that your account equals or exceeds the minimum daily balance requirement.

Processing Order. All credit transactions are processed first. Debits or withdrawals, from your account will be processed in order as follows: checks negotiated in the branches during the day, electronic items such as ATM and debit card transactions and pre-authorized transactions, and then all other checks. ATM and debit card transactions will post based on time stamp and pre-authorized transactions based on smallest to largest amount. Checks will post in serial or sequence number order from smallest to largest regardless of the dollar amount of the check.

Balance Computation Method. We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual Of Interest On Noncash Deposits. Interest begins to accrue on the business day you deposit noncash items (for example, checks).

Fees And Charges. Please refer to the separate fee schedule provided to you with this disclosure for information about fees and charges associated with this account. A fee schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

Transaction Limitations. No transaction limitations apply to this account.

Additional Information Regarding Your Account. Withdrawal surcharges at non-Bank of Southern California ATM's will be reimbursed with a maximum of $25.00 per statement period.

Current Rate Information. The rate(s) and annual percentage yield(s) disclosed above were offered within the most recent seven calendar days and were accurate as of 05/01/2018. To obtain the current rate(s) and annual percentage yield information, please call (858) 847-4780.

BANK OF SOUTHERN CALIFORNIA

CONSUMER MONEY MARKET ACCOUNTS

YOUR PERSONAL, BRONZE, SILVER, GOLD, OR PLATINUM MONEY MARKET WILL NOW BE PREMIUM PERSONAL MONEY MARKET

Monthly Maintenance Fee	$10
Fee Waiver Requirements	• Minimum daily balance of $2,500 OR • Average monthly balance of $5,000
Transaction Limits	Maximum of 6 debits, pre-authorized transfers, OR checks per statement cycle
Excess Transaction Fees	$10 per excess transaction
Account Features	• Earn tiered interest rates based on balances • Interest pays on balances of $2,500 or greater

TRUTH IN SAVINGS DISCLOSURE: PREMUIM PERSONAL MONEY MARKET

Tiered Variable Rate Information. If your daily balance is equal to or greater than $0.01 but less than $2,500.00, the interest rate paid on the entire balance in your account will be 0.000%, with an annual percentage yield of 0.00%. If your daily balance is equal to or greater than $2,500.00 but less than $25,000.00, the interest rate paid on the entire balance in your account will be 0.050% with an annual percentage yield of 0.05%. If your daily balance is equal to or greater than $25,000.00 but less than $50,000.00, the interest rate paid on the entire balance in your account will be 0.100%, with an annual percentage yield of 0.10%. If your daily balance is equal to or greater than $50,000.00 but less than $100,000.00, the interest rate paid on the entire balance in your account will be 0.200%, with an annual percentage yield of 0.20%. If your daily balance is equal to or greater than $100,000.00 but less than $150,000.00, the interest rate paid on the entire balance in your account will be 0.400%, with an annual percentage yield of 0.40%. If your daily balance is equal to or greater than $150,000.00 but less than $250,000.00, the interest rate paid on the entire balance in your account will be 0.550%, with an annual percentage yield of 0.55%. If your daily balance is equal to or greater than $250,000.00 but less than $500,000.00, the interest rate paid on the entire balance in your account will be 0.650%, with an annual percentage yield of 0.65%. If your daily balance is equal to or greater than $500,000.00 but less than $750,000.00, the interest rate paid on the entire balance in your account will be 0.750%, with an annual percentage yield of 0.75%. If your daily balance is equal to or greater than $750,000.00 but less than $1,000,000.00, the interest rate paid on the entire balance in your account will be 0.800%, with an annual percentage yield of 0.80%. If your daily balance is equal to or greater than $1,000,000.00, the interest rate paid on the entire balance in your account will be 0.900%, with an annual percentage yield of 0.90%.

Your interest rate and annual percentage yield may change.

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

Frequency of Rate Changes. We may change the interest rate on your account every day.

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

Compounding And Crediting. Interest will be compounded monthly and will be credited to the account monthly.

If you close your account before interest is credited, you will not receive the accrued interest.

Minimum Balance Requirements. A monthly maintenance fee of $10.00 will be imposed every month if the daily balance in the account falls below $2,500.00 any day of the month, or the average balance falls below $5,000.00.

You must maintain a minimum daily balance of $2,500.00 in the account each day to obtain the disclosed annual percentage yield. You will earn interest for every day during the period that your account equals or exceeds the minimum daily balance requirement.

Processing Order. All credit transactions are processed first. Debits or withdrawals, from your account will be processed in order as follows: checks negotiated in the branches during the day, electronic items such as ATM and debit card transactions and pre-authorized transactions, and then all other checks. ATM and debit card transactions will post based on time stamp and preauthorized transactions based on smallest to largest amount. Checks will post in serial or sequence number order from smallest to largest regardless of the dollar amount of the check.

Balance Computation Method. We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual Of Interest On Noncash Deposits. Interest begins to accrue on the business day you deposit noncash items (for example, checks).

Fees And Charges. Please refer to the separate fee schedule provided to you with this disclosure for information about fees and charges associated with this account. A fee schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

Transaction Limitations. Federal Regulation limits the number of checks, telephone transfers, online transfers, and preauthorized electronic transfers to third parties (including Point of Sale transactions) from money market and savings type accounts. You are limited to six such transactions from each money market and/or savings type account(s) you have each Statement Period for purposes of making a payment to a third party or by use of a telephone or computer.

A $10.00 Excess Transaction fee will be imposed for each item over the allotted six authorized transactions per Statement Period.

Current Rate Information. The rate(s) and annual percentage yield(s) disclosed above were offered within the most recent seven calendar days and were accurate as of 07/01/2018. To obtain the current rate(s) and annual percentage yield information, please call (858) 847-4780.

CONSUMER SAVINGS ACCOUNTS

YOUR **PERSONAL SAVINGS** WILL NOW BE **PERSONAL STATEMENT SAVINGS**

Monthly Maintenance Fee	$5
Fee Waiver Requirements	Minimum daily balance of $500
Transaction Limits	Maximum of 6 debits OR pre-authorized transfers per calendar month
Excess Transaction Fees	$10 per excess transaction
Account Features	Interest paid on balances of $500 and above

TRUTH IN SAVINGS DISCLOSURE: PERSONAL STATEMENT SAVINGS

Tiered Variable Rate Information. If your daily balance is equal to or greater than $0.01 but less than $500.00, the interest rate paid on the entire balance in your account will be 0.000%, with an annual percentage yield of 0.00%. If your daily balance is equal to or greater than $500.00, the interest rate paid on the entire balance in your account will be 0.030%, with an annual percentage yield of 0.03%.

Your interest rate and annual percentage yield may change.

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

Frequency of Rate Changes. We may change the interest rate on your account every day.

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

Compounding And Crediting. Interest will be compounded monthly and will be credited to the account monthly.

If you close your account before interest is credited, you will not receive the accrued interest.

Minimum Balance Requirements. A monthly maintenance fee of $5.00 will be imposed every month if the daily balance on any day of the month falls below $500.00.

You must maintain a minimum daily balance of $500.00 in the account each day to obtain the disclosed annual percentage yield. You will earn interest for every day during the period that your account equals or exceeds the minimum daily balance requirement.

Processing Order. All credit transactions are processed first. Debits or withdrawals, from your account will be processed in the order they are received.

Balance Computation Method. We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual Of Interest On Noncash Deposits. Interest begins to accrue on the business day you deposit noncash items (for example, checks).

Fees And Charges. Please refer to the separate fee schedule provided to you with this disclosure for information about fees and charges associated with this account. A fee schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

Transaction Limitations. Federal Regulation limits the number of checks, telephone transfers, online transfers, and pre-authorized electronic transfers to third parties (including Point of Sale transactions) from money market and savings type accounts. You are limited to six such transactions from each money market and/or savings type account(s) you have each Calendar Month for purposes of making a payment to a third party or by use of a telephone or computer.

A $10.00 Excess Transaction fee will be imposed for each item over the allotted six authorized transactions per Month.

Additional Information Regarding Your Account. Your statement will be generated on a quarterly basis unless an electronic transaction is posted to your account during the calendar month at which point a statement will be generated for that month.

Current Rate Information. The rate(s) and annual percentage yield(s) disclosed above were offered within the most recent seven calendar days and were accurate as of 05/01/2018. To obtain the current rate(s) and annual percentage yield information, please call (858) 847-4780.

BANK OF SOUTHERN CALIFORNIA

CONSUMER CERTIFICATES OF DEPOSIT

INFORMATION CONCERNING YOUR **CERTIFICATES OF DEPOSIT**

At conversion your Americas United Bank Certificate of Deposit account will be converted to Bank of Southern California with your current interest rate and annual percentage yield, current term and maturity date, and the previously disclosed early withdrawal penalties in place.

Upon your first renewal of any converted Certificate of Deposit account the Bank of Southern California product features and terms will apply.

CONSUMER CERTIFICATES OF DEPOSIT PRODUCT FEATURES AND TERMS

Renewal Policy. Your account will automatically renew on the stated maturity date of its term*. Such renewal will be for a time period equal or similar to the original term and subject to those terms and conditions. Interest for that renewal term will be paid at the interest rate then in effect at Bank of Southern California. You will have a grace period of 10 calendar days after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty. The account will not accrue interest during the grace period, however if your account is renewed, then interest will accrue from the maturity date using the new interest rate in effect.

Early Withdrawal Penalties. Bank of Southern California will impose a penalty if you withdraw any principal before the maturity date. The penalty imposed will be equal to 90 days interest for CD's with terms of 3 months to 11 months and 180 days interest for CD's with terms of 12 months or greater. If there is not sufficient accrued or capitalized interest to cover the calculated penalty amount, any remaining portion of the penalty will be deducted from the principal balance in the account.

*Bank of Southern California offers Certificate of Deposit accounts with terms no less than 90 days and no greater than 60 months. If your current Certificate of Deposit term does not fall within these timeframes, you will be contacted within 30 days prior to your maturity date to discuss your Certificate of Deposit renewal options.

SCHEDULE OF FEES AND CHARGES FOR CONSUMERS

Bill Payment Service	
Retail Bill Payment	Offered at no charge
Next Day Rush Delivery Fee	$14.95 per payment
2nd Day Rush Delivery Fee	$9.95 per payment
Cashier's Check Fee	$7.00 per check
Check Printing	Charges vary by style and quantity ordered VIP clients qualify for one free order of 150 Corporate Image checks per year
Collection Items	
Outgoing Collection Fee	Per quote
Incoming Collection Fee	$25.00 per item
Debit Card Services	
Card Replacement Fee	$5.00 per request
Card Rush Delivery Fee	$40.00 per request
Non-Bank of Southern California ATM withdrawal	No surcharge assessed by Bank of Southern California, a surcharge may be assessed by the operator of the ATM.
Deposit Error Adjustment Fee	$3.00 per item
Excessive Transaction Fee	$10.00 per item over allotted number allowed Refer to Truth in Savings disclosures for transaction limitations on Money Market and Savings products
Foreign Check Deposit	$5.00 per check
Legal Process Fee	$100.00
Night Drop Service	This service is not available at all locations
Annual Service Fee	$35.00
Deposit Bags	At cost
Research & Reconciliation	
Research Fee	$25.00 per hour
Photocopies – Check, Statement, or other document	$1.50 per page
Return Deposit Item Processing	
Re-cleared Deposit Item Fee	$10.00 per item
Returned Deposit Item Fee	$12.00 per item
Statement with Cancelled Check Images	
Cancelled Check Image Fee (Paper Statement)	$2.50 per month per account
Cancelled Check Image Fee (Electronic Statement)	No Charge
Stop Payment Service	
Online Stop Payment Fee (Applies to Checks only)	$10.00 per stop
Stop Payment Fee (Placed through Branch)	$30.00 per stop
ACH Stop Payment Fee	$30.00 per stop
Telephone Transfer Service	$5.00 per transfer
Wire Processing Service	
Incoming Wire Fee	$15.00 per wire
Outgoing Wire Fee	$30.00 per wire
Outgoing Int'l FX Wire Fee	$35.00 per wire
Outgoing Int'l USD Wire Fee	$40.00 per wire

BANK OF SOUTHERN CALIFORNIA

ADDITIONAL CONSUMER FEES

NON-SUFFICIENT FUNDS (NSF), UNAVAILABLE FUNDS (UNA) AND OVERDRAFT (OD) FEES AND POLICY

NSF Returned Item Fee – item is returned unpaid	$34.00 per item
Overdraft Paid Item Fee – item is paid and account is over drafted (OD)	$34.00 per item
UNA Returned Item Fee – item is returned unpaid	$34.00 per item
UNA Paid Item Fee – item is paid	$34.00 per item
Maximum Daily NSF/UNA Fees	$170.00 per day
Low Overdraft Balance Item – NSF or UNA	No Charge
What is considered a Low Overdraft Balance Item?	Any NSF or UNA item that causes the account to become overdrawn by $30.00 or less.
Negative Balance Fee	$2.50 per day
When is the Negative Balance Fee charged?	The fee will be charged on the 6th business day after the account has been overdrawn for 5 consecutive business days and will continue to be charged every day until the account balance becomes positive. If the account balance remains negative after 20 calendar days from the initiation of the fee, the fee will be discontinued.
Item Processing Order	Checks negotiated in the branches during the day will be processed first. All other checks will be paid in the order of smallest to largest serial/check number regardless of the dollar amount of the check. All other items will be paid in the order of which they are presented to the bank.

BUSINESS CHECKING ACCOUNTS

YOUR **BUSINESS "FREE" CHECKING ACCOUNT** WILL NOW BE **BUSINESS CHECKING**

Monthly Fee	$15
Fee Waiver Requirements	• Minimum daily balance of $5,000 OR • Average monthly balance of $10,000 OR • Combined business account average monthly balances of $25,000
Monthly Transaction Limits	250 Items Processed + $7,500 Cash Deposited Items Processed include: deposits, checks deposited, checks paid, ACH Credits and Debits
Excess Transaction Limits	• Excess item fee is $0.45 per excess item presented • Excess cash activity fee is $0.0016 per $1 in excess cash deposited
Account Features	• Online banking with bill pay • MasterCard® Business Debit Card • $50 credit towards purchase of first check order

ACCOUNT TERMS: BUSINESS CHECKING

Minimum Balance Requirements. A monthly maintenance fee of $15.00 will be imposed every month if the daily balance in the account falls below $5,000.00 any day of the month, or the monthly average balance falls below $10,000.00, or the combined monthly average balance between your business checking, savings, or CD accounts falls below $25,000.00.

Processing Order. All credit transactions are processed first. Debits or withdrawals, from your account will be processed in order as follows: checks negotiated in the branches during the day, electronic items such as ATM and debit card transactions and pre-authorized transactions, and then all other checks. ATM and debit card transactions will post based on time stamp and pre-authorized transactions based on smallest to largest amount. Checks will post in serial or sequence number order from smallest to largest regardless of the dollar amount of the check.

Transaction Limitations. Monthly transaction limits apply to this account. Excess transaction fees are imposed when processed items exceed 250 and/or cash deposited exceeds $7,500.00. Excess item fee is $0.45 per excess item presented. Excess cash activity fee is $0.0016 per $1.00 in excess cash deposited. Items processed consist of deposits, checks deposited, checks paid, ACH debits and ACH credits.

Fees And Charges. Please refer to the separate fee schedule provided to you with this disclosure for information about fees and charges associated with this account. A fee schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

BUSINESS CHECKING ACCOUNTS

YOUR **BUSINESS INTEREST CHECKING ACCOUNT** WILL NOW BE **BUSINESS INTEREST CHECKING***

Monthly Fee	$15
Fee Waiver Requirements	• Minimum daily balance of $5,000 OR • Average monthly balance of $10,000 OR • Combined business account average monthly balances of $25,000
Monthly Transaction Limits	250 Items Processed + $7,500 Cash Deposited Items Processed include: deposits, checks deposited, checks paid, ACH Credits and Debits
Excess Transaction Limits	• Excess item fee is $0.45 per excess item presented • Excess cash activity fee is $0.0016 per $1 in excess cash deposited
Account Features	• Online banking with bill pay • MasterCard® Business Debit Card • $50 credit towards purchase of first check order • Interest paid on balances of $5,000 and above

*Account only available to sole proprietorships, non-profit organizations, and government units.

ACCOUNT TERMS: BUSINESS INTEREST CHECKING

Rate Information. The interest rate on your account is 0.010% with an annual percentage yield of 0.01%.

Your interest rate and annual percentage yield may change.

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

Frequency of Rate Changes. We may change the interest rate on your account every day.

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

Compounding And Crediting. Interest will be compounded monthly and will be credited to the account monthly.

If you close your account before interest is credited, you will not receive the accrued interest.

Minimum Balance Requirements. A monthly maintenance fee of $15.00 will be imposed every month if the daily balance in the account falls below $5,000.00 any day of the month, or the monthly average balance falls below $10,000.00, or the combined monthly average balance between your business checking, savings, or CD accounts falls below $25,000.00.

You must maintain a minimum daily balance of $5,000.00 in the account each day to obtain the disclosed annual percentage yield. You will earn interest for every day during the period that your account equals or exceeds the minimum daily balance requirement.

Balance Computation Method. We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual Of Interest On Noncash Deposits. Interest begins to accrue on the business day you deposit noncash items (for example, checks).

Processing Order. All credit transactions are processed first. Debits or withdrawals, from your account will be processed in order as follows: checks negotiated in the branches during the day, electronic items such as ATM and debit card transactions and pre-authorized transactions, and then all other checks. ATM and debit card transactions will post based on time stamp and pre-authorized transactions based on smallest to largest amount. Checks will post in serial or sequence number order from smallest to largest regardless of the dollar amount of the check.

Transaction Limitations. Monthly transaction limits apply to this account. Excess transaction fees are imposed when processed items exceed 250 and/or cash deposited exceeds $7,500.00. Excess item fee is $0.45 per excess item presented. Excess cash activity fee is $0.0016 per $1.00 in excess cash deposited. Items processed consist of deposits, checks deposited, checks paid, ACH debits and ACH credits.

Fees And Charges. Please refer to the separate fee schedule provided to you with this disclosure for information about fees and charges associated with this account. A fee schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

Current Rate Information. The rate(s) and annual percentage yield(s) disclosed above were offered within the most recent seven calendar day and were accurate as of 05/01/2018. To obtain the current rate(s) and annual percentage yield information, please call (858) 847-4780.

BUSINESS CHECKING ACCOUNTS

YOUR **COMMERCIAL CHECKING ACCOUNT** WILL NOW BE ANALYZED BUSINESS CHECKING

Monthly Fee	$20
Fee Waiver Requirements	Varies monthly based on balances maintained, account activity, and cash management services utilized
Monthly Transaction Limits	N/A
Excess Transaction Limits	N/A*
Account Features	• Account balances receive an earnings credit to offset normal banking activity charges • Multiple checking accounts can be combined into one consolidated relationship pricing

*Please refer to Schedule of Fees for most current activity and cash management pricing.

ACCOUNT TERMS: ANALYZED BUSINESS CHECKING

Minimum Balance Requirements. All applicable service and cash management charges may be offset by the earnings credit. The credit is determined by the average collected balance less 10% reserve requirement multiplied by the Earnings Credit Rate (ECR). The current ECR is 1.25%. The ECR is subject to change at any time subject to bank's discretion without any prior notice.

Any Earnings Credit in excess of fees calculated will be listed on the separate Account Analysis statement as Account Profit. The Account Profit is not transferrable to subsequent months.

Any analysis charges calculated in excess of the Earnings Credit will be listed as Account Loss on the Account Analysis statement and charged to the authorized account on the 5th business day of the following month.

A separate Account Analysis statement will be mailed detailing the account and cash management activity subject to service charges. The statement is produced on the last business day of the month

Fees And Charges. Please refer to the separate fee schedule provided to you with this disclosure for information about fees and charges associated with this account. A fee schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

Processing Order. All credit transactions are processed first. Debits or withdrawals, from your account will be processed in order as follows: checks negotiated in the branches during the day, electronic items such as ATM and debit card transactions and pre-authorized transactions, and then all other checks. ATM and debit card transactions will post based on time stamp and pre-authorized transactions based on smallest to largest amount. Checks will post in serial or sequence number order from smallest to largest regardless of the dollar amount of the check.

Transaction Limitations. No transaction limitations apply to this account.

BANK OF SOUTHERN CALIFORNIA

BUSINESS CHECKING ACCOUNTS

YOUR INTEREST ON LAWYER'S TRUST ACCOUNT WILL NOW BE ATTORNEY CLIENT TRUST IOLTA

Monthly Fee	$0
Fee Waiver Requirements	N/A
Monthly Transaction Limits	$0
Excess Transaction Limits	$0
Account Features	Earn tiered interest rates based on balances

ACCOUNT TERMS: ATTORNEY CLIENT TRUST IOLTA

Eligibility Requirements. You must maintain your general and/or operating account with Bank of Southern California.

Tiered Variable Rate Information. If your daily balance is equal to or greater than $0.01 but less than $25,000, the interest rate paid on the entire balance in your account will be 0.030%, with an annual percentage yield of 0.03%. If your daily balance is equal to or greater than $25,000.00 but less than $50,000.00, the interest rate paid on the entire balance in your account will be 0.030%, with an annual percentage yield of 0.03%. If your daily balance is equal to or greater than $50,000.00 but less than $100,000.00 the interest rate paid on the entire balance in your account will be 0.05%, with an annual percentage yield of 0.05%. If your daily balance is equal to or greater than $100,000.00 but less than $250,000.00 the interest rate paid on the entire balance in your account will be 0.100%, with an annual percentage yield of 0.10%. If your daily balance is equal to or greater than $250,000.00 but less than $500,000.00 the interest rate paid on the entire balance in your account will be 0.150%, with an annual percentage yield of 0.15%. If your daily balance is equal to or greater than $500,000.00, the interest rate paid on the entire balance in your account will be 0.250%, with an annual percentage yield of 0.25%.

Your interest rate and annual percentage yield may change.

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

Frequency of Rate Changes. We may change the interest rate on your account every day.

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

Compounding And Crediting. Interest will be compounded monthly and will be credited to the account monthly.

If you close your account before interest is credited, you will not receive the accrued interest.

The interest earned on this account will be automatically transferred to the State Bar of California Legal Services Trust Fund Program.

Balance Computation Method. We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual Of Interest On Noncash Deposits. Interest begins to accrue on the business day you deposit noncash items (for example, checks).

Processing Order. All credit transactions are processed first. Debits or withdrawals, from your account will be processed in order as follows: checks negotiated in the branches during the day, electronic items such as ATM and debit card transactions and pre-authorized transactions, and then all other checks. ATM and debit card transactions will post based on time stamp and pre-authorized transactions based on smallest to largest amount. Checks will post in serial or sequence number order from smallest to largest regardless of the dollar amount of the check.

Fees And Charges. Please refer to the separate fee schedule provided to you with this disclosure for information about fees and charges associated with this account. A fee schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

Transaction Limitations. No transaction limitations apply to this account.

Current Rate Information. The rate(s) and annual percentage yield(s) disclosed above were offered within the most recent seven calendar days and were accurate as of 05/01/2018. To obtain the current rate(s) and annual percentage yield information, please call (858) 847-4780.

BUSINESS MONEY MARKET ACCOUNTS

YOUR BUSINESS, BRONZE, SILVER, GOLD, OR PLATINUM MONEY MARKET WILL NOW BE PREMIUM BUSINESS MONEY MARKET

Monthly Fee	$10
Fee Waiver Requirements	• Minimum daily balance of $2,500 OR • Average monthly balance of $5,000
Monthly Transaction Limits	Maximum of 6 debits, pre-authorized transfers OR checks per statement cycle
Excess Transaction Limits	$10 per excess transaction
Account Features	• Earn tiered interest rates based on balances • Excess funds from Business Checking account can be swept into this account to maximize earnings • Interest paid on balances of $2,500 and above

ACCOUNT TERMS: PREMUIM BUSINESS MONEY MARKET

Tiered Variable Rate Information. If your daily balance is equal to or greater than $0.01 but less than $2,500.00, the interest rate paid on the entire balance in your account will be 0.000%, with an annual percentage yield of 0.00%. If your daily balance is equal to or greater than $2,500.00 but less than $25,000.00, the interest rate paid on the entire balance in your account will be 0.050% with an annual percentage yield of 0.05%. If your daily balance is equal to or greater than $25,000.00 but less than $50,000.00, the interest rate paid on the entire balance in your account will be 0.100%, with an annual percentage yield of 0.10%. If your daily balance is equal to or greater than $50,000.00 but less than $100,000.00, the interest rate paid on the entire balance in your account will be 0.200%, with an annual percentage yield of 0.20%. If your daily balance is equal to or greater than $100,000.00 but less than $150,000.00, the interest rate paid on the entire balance in your account will be 0.400%, with an annual percentage yield of 0.40%. If your daily balance is equal to or greater than $150,000.00 but less than $250,000.00, the interest rate paid on the entire balance in your account will be 0.550%, with an annual percentage yield of 0.55%. If your daily balance is equal to or greater than $250,000.00 but less than $500,000.00, the interest rate paid on the entire balance in your account will be 0.650%, with an annual percentage yield of 0.65%. If your daily balance is equal to or greater than $500,000.00 but less than $750,000.00, the interest rate paid on the entire balance in your account will be 0.750%, with an annual percentage yield of 0.75%. If your daily balance is equal to or greater than $750,000.00 but less than $1,000,000.00, the interest rate paid on the entire balance in your account will be 0.800%, with an annual percentage yield of 0.80%. If your daily balance is equal to or greater than $1,000,000.00, the interest rate paid on the entire balance in your account will be 0.900%, with an annual percentage yield of 0.90%.

Your interest rate and annual percentage yield may change.

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

Frequency of Rate Changes. We may change the interest rate on your account every day.

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

Compounding And Crediting. Interest will be compounded monthly and will be credited to the account monthly.

If you close your account before interest is credited, you will not receive the accrued interest.

Minimum Balance Requirements. A monthly maintenance fee of $10.00 will be imposed every month if the daily balance in the account falls below $2,500.00 any day of the month, or the average balance falls below $5,000.00.

You must maintain a minimum daily balance of $2,500.00 in the account each day to obtain the disclosed annual percentage yield. You will earn interest for every day during the period that your account equals or exceeds the minimum daily balance requirement.

Processing Order. All credit transactions are processed first. Debits or withdrawals, from your account will be processed in order as follows: checks negotiated in the branches during the day, electronic items such as ATM and debit card transactions and pre-authorized transactions, and then all other checks. ATM and debit card transactions will post based on time stamp and preauthorized transactions based on smallest to largest amount. Checks will post in serial or sequence number order from smallest to largest regardless of the dollar amount of the check.

Balance Computation Method. We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual Of Interest On Noncash Deposits. Interest begins to accrue on the business day you deposit noncash items (for example, checks).

Fees And Charges. Please refer to the separate fee schedule provided to you with this disclosure for information about fees and charges associated with this account. A fee schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

Transaction Limitations. Federal Regulation limits the number of checks, telephone transfers, online transfers, and preauthorized electronic transfers to third parties (including Point of Sale transactions) from money market and savings type accounts. You are limited to six such transactions from each money market and/or savings type account(s) you have each Statement Period for purposes of making a payment to a third party or by use of a telephone or computer.

A $10.00 Excess Transaction fee will be imposed for each item over the allotted six authorized transactions per Statement Period.

Current Rate Information. The rate(s) and annual percentage yield(s) disclosed above were offered within the most recent seven calendar days and were accurate as of 07/01/2018. To obtain the current rate(s) and annual percentage yield information, please call (858) 847-4780.

BANK OF SOUTHERN CALIFORNIA

BUSINESS SAVINGS ACCOUNTS

YOUR **BUSINESS SAVINGS ACCOUNT** WILL NOW BE BUSINESS STATEMENT SAVINGS

Monthly Fee	$5
Fee Waiver Requirements	Minimum daily balance of $500
Monthly Transaction Limits	Maximum of 6 debits OR pre-authorized transfers per calendar month
Excess Transaction Limits	$10 per excess transaction
Account Features	Interest paid on balances of $500 and above

ACCOUNT TERMS: BUSINESS STATEMENT SAVINGS

Tiered Variable Rate Information. If your daily balance is equal to or greater than $0.01 but less than $500.00, the interest rate paid on the entire balance in your account will be 0.000%, with an annual percentage yield of 0.00%.

If your daily balance is equal to or greater than $500.00, the interest rate paid on the entire balance in your account will be 0.030%, with an annual percentage yield of 0.03%.

Your interest rate and annual percentage yield may change.

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

Frequency of Rate Changes. We may change the interest rate on your account every day.

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

Compounding And Crediting. Interest will be compounded monthly and will be credited to the account monthly.

If you close your account before interest is credited, you will not receive the accrued interest.

The interest earned on this account will be automatically transferred to the State Bar of California Legal Services Trust Fund Program.

Minimum Balance Requirements. A monthly maintenance fee of $5.00 will be imposed every month if the daily balance on any day of the month falls below $500.00.

You must maintain a minimum daily balance of $500.00 in the account each day to obtain the disclosed annual percentage yield. You will earn interest for every day during the period that your account equals or exceeds the minimum daily balance requirement.

Processing Order. All credit transactions are processed first. Debits or withdrawals, from your account will be processed in the order they are received.

Balance Computation Method. We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual Of Interest On Noncash Deposits. Interest begins to accrue on the business day you deposit noncash items (for example, checks).

Fees And Charges. Please refer to the separate fee schedule provided to you with this disclosure for information about fees and charges associated with this account. A fee schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

Transaction Limitations. Federal Regulation limits the number of checks, telephone transfers, online transfers, and pre-authorized electronic transfers to third parties (including Point of Sale transactions) from money market and savings type accounts. You are limited to six such transactions from each money market and/or savings type account(s) you have each Calendar Month for purposes of making a payment to a third party or by use of a telephone or computer.

A $10.00 Excess Transaction fee will be imposed for each item over the allotted six authorized transactions per Month.

Additional Information Regarding Your Account. Your statement will be generated on a quarterly basis unless an electronic transaction is posted to your account during the calendar month at which point a statement will be generated for that month.

Current Rate Information. The rate(s) and annual percentage yield(s) disclosed above were offered within the most recent seven calendar days and were accurate as of 05/01/2018. To obtain the current rate(s) and annual percentage yield information, please call (858) 847-4780.

BUSINESS CERTIFICATES OF DEPOSIT

INFORMATION CONCERNING YOUR **CERTIFICATES OF DEPOSIT**

At conversion your Americas United Bank Certificate of Deposit account will be converted to Bank of Southern California with your current interest rate and annual percentage yield, current term and maturity date, and the previously disclosed early withdrawal penalties in place.

Upon your first renewal of any converted Certificate of Deposit account the Bank of Southern California product features and terms will apply.

CONSUMER CERTIFICATES OF DEPOSIT PRODUCT FEATURES AND TERMS

Renewal Policy. Your account will automatically renew on the stated maturity date of its term*. Such renewal will be for a time period equal or similar to the original term and subject to those terms and conditions. Interest for that renewal term will be paid at the interest rate then in effect at Bank of Southern California. You will have a grace period of 10 calendar days after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty. The account will not accrue interest during the grace period, however if your account is renewed, then interest will accrue from the maturity date using the new interest rate in effect.

Early Withdrawal Penalties. Bank of Southern California will impose a penalty if you withdraw any principal before the maturity date. The penalty imposed will be equal to 90 days interest for CD's with terms of 3 months to 11 months and 180 days interest for CD's with terms of 12 months or greater. If there is not sufficient accrued or capitalized interest to cover the calculated penalty amount, any remaining portion of the penalty will be deducted from the principal balance in the account.

*Bank of Southern California offers Certificate of Deposit accounts with terms no less than 90 days and no greater than 60 months. If your current Certificate of Deposit term does not fall within these timeframes, you will be contacted within 30 days prior to your maturity date to discuss your Certificate of Deposit renewal options.

BANK OF SOUTHERN CALIFORNIA

SCHEDULE OF FEES AND CHARGES FOR BUSINESSES

ACH Services	
ACH Origination Fee	$45.00 per month
ACH Reporting	$10.00 per month per account
Bill Payment Service	
Basic Bill Payment Service	No monthly service fee charged
Small Business Bill Payment	$15.00 per month
Excess Payments	$1.00 per payment*
Next Day Rush Delivery Fee	$19.95 per payment
2nd Day Rush Delivery Fee	$14.95 per payment
Business Payment Automation	
BPA QuickPay	$20.00 per month
BPA QuickBooks	$50.00 per month
BPA Check or Bill Pay Payment	$1.00 per item processed
BPA ACH Payment	$0.50 per item processed
BPA Invoice Capture (optional service)	$2.00 per invoice processed
Cashier's Check Fee	$7.00 per check
Check Images on CD-ROM	$35.00 per month per account
Collection Items	
Outgoing Collection Fee	Per quote
Incoming Collection Fee	$25.00 per item
Debit Card Services	
Card Replacement	$5.00 per request
Card Rush Delivery	$40.00 per request
Non-Bank of Southern California ATM withdrawal	No surcharge assessed by Bank of Southern California, a surcharge may be assessed by the operator of the ATM
Deposit Error Adjustment Fee	$3.00 per item
Excessive Transaction Fee	$10.00 per item over allotted number allowed. Refer to Truth in Savings disclosures for transaction limitations on Money Market and Savings products.
External Transfer Service	$20.00 per month
Foreign Check Deposited	$5.00 per check
Legal Process Fee	$100.00
Night Drop Service	This service is not available at all locations
Annual Service Fee	$35.00
Deposit Bags	At cost
Remote Deposit Capture Service	
RDC Basic Monthly Fee	$15.00
RDC Monthly Fee	$30.00
Research & Reconciliation	
Research Fee	$25.00 per hour
Photocopies – Check, Statement, or other document	$1.50 per page
Return Deposit Item Processing	
Re-cleared Deposit Item Fee	$10.00 per item
Returned Deposit Item Fee	$12.00 per item
Statement with Cancelled Check Images	
Cancelled Check Image Fee (Paper Statement)	$5.00 per month per account
Cancelled Check Image Fee (Electronic Statement)	No Charge

*Please refer to account description for number of free transactions allotted

SCHEDULE OF FEES AND CHARGES FOR BUSINESSES (CONT.)

Stop Payment Service	
Online Stop Payment Fee (Applies to Checks only)	$10.00 per stop
Stop Payment Fee (Placed through Branch)	$30.00 per stop
ACH Stop Payment Fee	$30.00 per stop
Telephone Transfer	$5.00 per transfer
Wire Processing Service	
Incoming Wire Fee	$15.00 per wire
Outgoing Wire Fee	$30.00 per wire
Outgoing Int'l FX Wire Fee	$35.00 per wire
Outgoing Int'l USD Wire Fee	$40.00 per wire
Outgoing Wire Fee - Online	$10.00 per wire
Outgoing Int'l USD Wire Fee - Online	$20.00 per wire
Online Banking Wire Transfer Module Fee	$10.00 per month

NON-SUFFICIENT FUNDS (NSF), UNAVAILABLE FUNDS (UNA) AND OVERDRAFT (OD) FEES AND POLICY

NSF Returned Item Fee – item is returned unpaid	$34.00 per item
Overdraft Paid Item Fee – item is paid and account is over drafted (OD)	$34.00 per item
UNA Returned Item Fee – item is returned unpaid	$34.00 per item
UNA Paid Item Fee – item is paid	$34.00 per item
Maximum Daily NSF/UNA Fees	No Maximum
Low Overdraft Balance Item – NSF or UNA	No Charge
What is considered a Low Overdraft Balance Item?	Any NSF or UNA item that causes the account to become overdrawn by $30.00 or less.
Negative Balance Fee	$2.50 per day
When is the Negative Balance Fee charged?	The fee will be charged on the 6th business day after the account has been overdrawn for 5 consecutive business days and will continue to be charged every day until the account balance becomes positive. If the account balance remains negative after 20 calendar days from the initiation of the fee, the fee will be discontinued.
Item Processing Order	Checks negotiated in the branches during the day will be processed first. All other checks will be paid in the order of smallest to largest serial/check number regardless of the dollar amount of the check. All other items will be paid in the order of which they are presented to the bank.
Will the NSF, UNA, and OD fees be processed through analysis?	Yes, these fees will be soft charged through analysis.

ADDITIONAL INFORMATION IMPACTING BUSINESS CUSTOMERS

If your current account is a Commercial Checking Account, and will become an Analyzed Business Checking Account, you will be provided a separate Schedule of Fees and Charges, Disclosures and other pertinent information.

SAFE DEPOSIT BOX

INFORMATION CONCERNING YOUR **SAFE DEPOSIT BOX**

At conversion your Americas United Bank Safe Deposit Box will be converted to Bank of Southern California. Upon your first renewal of any converted Safe Deposit Box, Bank of Southern California rental and miscellaneous fees will become applicable.

Safe Deposit Box service is available at Rancho Mirage, La Quinta, Ramona and Commerce locations only. To retain a Safe Deposit Box, you must maintain an account relationship with Bank of Southern California. The annual rental fee will be automatically debited from your account.

Please refer to the Safe Deposit Box sizes and annual fees for additional information.

BANK OF SOUTHERN CALIFORNIA SAFE DEPOSIT BOX RENTAL AND MISCELLANEOUS FEES

Box Size 2 x 5	$30.00
Box Size 2.75 x 5	$30.00
Box Size 3 x 5	$35.00
Box Size 5 x 5	$50.00
Box Size 3 x 10	$55.00
Box Size 5 x 10	$75.00
Box Size 7 x 10	$110.00
Box Size 10 x 10	$125.00
Lost Key(s)	$20.00
Box Drilling	Locksmith charges plus $50.00

Customers enrolled in VIP Checking will receive an annual rental fee discount of $35.00. Rental fees for box sizes of 2 x 5, 2.75 x 5, and 3 x 5 are fully covered. A $35.00 credit will be applied to any additional sizes.

ATM/MASTERCARD® DEBIT CARD

YOUR NEW ATM/MASTERCARD® DEBIT CARD LIMITS

	MasterCard® Debit Card	MasterCard® Debit Business Card
ATM Cash Withdrawal	$500	$500
Point of Sale (POS)	$2,500	$5,000
Signature	$2,500	$5,000
Total Daily Card Limit	$3,000	$5,500
Stand-in Daily Limit (when system is offline)	$300 or the current balance in system, whichever is less	$500 or the current balance in system, whichever is less

*All limits are the maximum per day, per cardholder

IMPORTANT DATES IMPACTING YOUR ATM/MASTERCARD® DEBIT CARD

- In October, all debit card holders will receive a new Bank of Southern California debit card via mail with instructions on PIN and card activation.
- Beginning October 12, 2018 at 4pm PST, Americas United Bank debit card holders will have reduced access and will be limited to lower stand in limits. Point of Sale (POS) limits will be reduced from $1,000 to $500 per day. ATM limits will remain at $300 per day.
- On Sunday, October 14, 2018, new Bank of Southern California debit cards will be automatically activated and available for use by 9:00pm PST.
- On Monday, October 15, 2018 at 6am PST, Americas United Bank debit cards will become inactive.

Customers enrolled in VIP Checking will be reimbursed for foreign ATM surcharges ($25 limit per statement cycle). In addition, Bank of Southern California does not charge any ATM fees for using an ATM operated by another bank or institution.

BANK OF SOUTHERN CALIFORNIA

PRIVACY POLICY

FACTS	WHAT DOES BANK OF SOUTHERN CALIFORNIA DO WITH YOUR PERSONAL INFORMATION?

Why?

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

What?

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

- Social Security number and account balance(s)
- Credit history and transaction history
- Overdraft history and income

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

How?

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

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

Questions? Call 858-847-4780 or go to www.banksocal.com.

PRIVACY POLICY

Who we are	
Who is providing this notice?	Bank of Southern California N.A.

What we do	
How does Bank of Southern California protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Bank of Southern California collect my personal information?	We collect your personal information, for example, when you • open an account or show your driver's license • give us your contact information or apply for a loan • make deposit(s) or withdrawal(s) from your account(s) **We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.**
Why can't I limit all sharing?	Federal law gives you the right to limit only • sharing for affiliates' everyday business purposes—information about your creditworthiness • affiliates from using your information to market to you • sharing for non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and non-financial companies. • *Bank of Southern California has no affiliates.*
Non-affiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. • *Bank of Southern California does not share with non-affiliates so they can market to you.*
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you. • *Bank of Southern California doesn't jointly market.*

Other important information

BANK OF SOUTHERN CALIFORNIA

ADDITIONAL DISCLOSURES

CHECK IMAGES/STATEMENTS

To ensure the safety and security of client information at Bank of Southern California we recommend electronic statements. If you require a paper statement we will provide a monthly or quarterly statement by mail, and to provide an additional layer of security, check images are not included as a standard feature. Paper statements with check images are available for a nominal fee.

TERMS AND CONDITIONS OF YOUR ACCOUNT

Please take a few moments to also review the Bank's Terms and Conditions of Your Account for important information regarding your account agreement with us.

REGULATION CC FUNDS AVAILABILITY POLICY DISCLOSURE

The Bank's Regulation CC Funds Availability Policy Disclosure contains important information regarding Bank of Southern California's policy on when funds deposited in an account are available for withdrawal.

ELECTRONIC FUND TRANSFER DISCLOSURE

Refer to the Bank's Electronic Fund Transfer Disclosure for other important information regarding electronic transfers of money to or from your consumer deposit account.

SUBSTITUTE CHECK POLICY DISCLOSURE

This Bank Policy and Disclosure provides pertinent information about substitute checks and your rights.

BUSINESS ACCESS CARD DISCLOSURE AND AGREEMENT

Please reference the Bank's Business Access Card Disclosure and Agreement to learn more about the contract covering your Business Debit Card.

Terms and Conditions of Your Account

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(1) Important Information about Procedures for Opening a New Account. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

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

(2) Agreement. This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you sign the signature card or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

This agreement is subject to applicable federal laws, the laws of the state of California and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

1. summarize some laws that apply to common transactions;
2. establish rules to cover transactions or events which the law does not regulate;

3. establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
4. give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this document is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

(3) Liability. You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

(4) Deposits. We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

(5) Withdrawals.

Generally. Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us.

Postdated Checks. A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

Checks and Withdrawal Rules. If you do not purchase your check blanks from us, you must be certain that we

approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify it as a transaction account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

See the funds availability policy disclosure for information about when you can withdraw funds you deposit. For those accounts to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

A Temporary Debit Authorization Hold Affects Your Account Balance. On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money, which may be more than the actual amount of your purchase. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it may be up to three days before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If another transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, that transaction will be a nonsufficient funds (NSF) transaction if we do not pay it or an overdraft transaction if we do pay it. You will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

Here is an example of how this can occur - assume for this example the following: (1) you have opted-in to our overdraft services for the payment of overdrafts on ATM and everyday debit card transactions, (2) we pay the overdraft, and (3) our overdraft fee is $35 per overdraft, but we do not charge the overdraft fee if the transaction overdraws the account by less than $10.

You have $120 in your account. You swipe your card at the card reader on a gasoline pump. Since it is unclear what the final bill will be, the gas station's processing system immediately requests a hold on your account in a specified amount, for example, $80. Our processing system authorizes a temporary hold on your account in the amount of $80, and the gas station's processing system authorizes you to begin pumping gas. You fill your tank and the amount of gasoline you purchased is only $50. Our processing system shows that you have $40 in your account available for other transactions ($120 - $80 = $40) even though you would have $70 in your account available for other transactions if the amount of the temporary hold was equal to the amount of your purchase ($120 - $50 = $70). Later, another transaction you have authorized is presented for payment from your account in the amount of $60 (this could be a check you have written, another debit card transaction, an ACH debit or any other kind of payment request). This other transaction is presented before the amount of the temporary hold is adjusted to the amount of your purchase (remember, it may take up to three days for the adjustment to be made). Because the amount of this other transaction is greater than the amount our processing system shows is available in your account, our payment of this transaction will result in an overdraft transaction. Because the transaction overdraws your account by $20, your account will be assessed the overdraft fee of $35 according to our overdraft fee policy. You will be charged this $35 fee according to our policy even though you would have had enough money in your account to cover the $60 transaction if your account had only been debited the amount of your purchase rather than the amount of the temporary hold or if the temporary hold had already been adjusted to the actual amount of your purchase.

Overdrafts. You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change

our practice of paying overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

Multiple Signatures, Electronic Check Conversion, and Similar Transactions. An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the check to examine the signatures on the item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

Notice of Withdrawal. We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit or demand deposit, or from any other savings account as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal.

(6) Ownership of Account and Beneficiary Designation. These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds. As used in this agreement "party" means a person who, by the terms of the account, has a present right, subject to request, to payment from a multiple-party account other than as an agent.

Individual Account. This is an account in the name of one person.

Joint Account. This account or certificate is owned by the named parties. Upon the death of any of them, ownership passes to the survivor(s).

Joint Account of Husband and Wife with Right of Survivorship. This account or certificate is owned by the named parties, who are husband and wife, and is presumed to be their community property. Upon the death of either of them, ownership passes to the survivor.

Community Property Account of Husband and Wife. This account or certificate is the community property of the named parties who are husband and wife. The ownership during lifetime and after the death of a spouse is determined by the law applicable to community property generally and may be affected by a will.

Tenancy in Common Account. This account or certificate is owned by the named parties as tenants in common. Upon the death of any party, the ownership interest of that party passes to the named pay-on-death payee(s) of that party, or, if none, to the estate of that party.

P.O.D. Account with Single Party. This account or certificate is owned by the named party. Upon the death of that party, ownership passes to the named pay-on-death payee(s).

P.O.D. Account with Multiple Parties. This account or certificate is owned by the named parties. Upon the death of any of them, ownership passes to the survivor(s). Upon the death of all of them, ownership passes to the named pay-on-death payee(s).

Totten Trust Account *(subject to this form)*. If two or more of you create this account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types reserves the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

Trust Account Subject to Separate Agreement *(subject to this form)*. We will abide by the terms of any separate agreement which clearly pertains to this account and which you file with us. Any additional consistent terms stated on this form will also apply.

(7) Business, Organization, and Association Accounts. Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

(8) Stop Payments. Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If

we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because stop-payment orders are handled by computers, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee.

You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop-payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

(9) Telephone Transfers. A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Unless a different limitation is disclosed in writing, we restrict the number of transfers from a savings account to another account or to third parties, to a maximum of six per month (less the number of "preauthorized transfers" during the month). Other account transfer restrictions may be described elsewhere.

(10) Amendments and Termination. We may change any term of this agreement. Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

(11) Notices. Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file. Notice to any of you is notice to all of you.

(12) Statements.

Your Duty to Report Unauthorized Signatures, Alterations, and Forgeries. You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

Your Duty to Report Other Errors. In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to

examine your statement with reasonable promptness for any other error - such as an encoding error. In addition, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

Errors Relating to Electronic Fund Transfers or Substitute Checks *(For consumer accounts only)*. For information on errors relating to electronic fund transfers (e.g., computer, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

(13) Direct Deposits. If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

(14) Temporary Account Agreement. If the account documentation indicates that this is a temporary account agreement, each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

(15) Setoff. We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. The amount of the setoff may be limited by applicable law. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date. This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity, or (d) setoff is prohibited by the Military Lending Act or its implementing regulations. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

(16) Check Processing. We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of indorsements unless you notify us in writing that the check requires multiple indorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

(17) Check Cashing. We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

(18) Truncation, Substitute Checks, and Other Check Images. If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our internal policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute

checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

(19) Remotely Created Checks. Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

(20) Unlawful Internet Gambling Notice. Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

(21) ACH and Wire Transfers. This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

(22) Facsimile Signatures. Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

(23) Authorized Signer *(Individual Accounts only)*. A single individual is the owner. The authorized signer is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the authorized signer may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the authorized signer. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf. The owner may terminate the authorization at any time, and the authorization is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the authorized signer until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an authorized signer.

(24) Fictitious Business Name Accounts. If the name in which the account is held is fictitious, each account holder represents that one or more of the account holders have the right to use that name and have fulfilled all legal requirements for using and or doing business under that name.

(25) Restrictive Legends or Indorsements. The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every check. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than $1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive indorsement. For this reason, we are not required to honor any restrictive legend or indorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks.

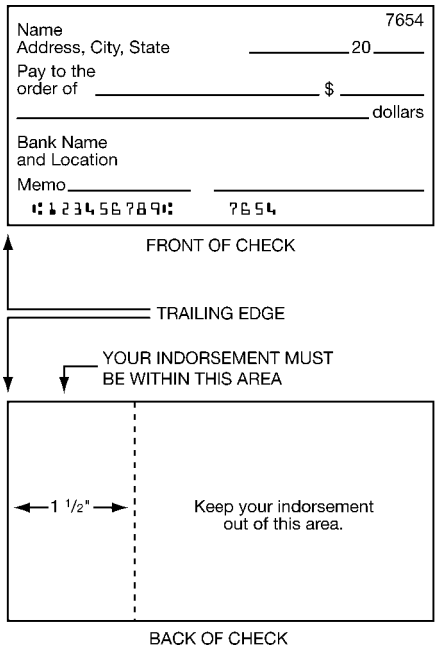
(26) Unclaimed Property. Your property may be transferred to the appropriate state if no activity occurs in the account within the time period specified by state law.

(27) Account Transfer. This account may not be transferred or assigned without our prior written consent.

(28) Indorsements. We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine.

To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g., additional indorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all indorsement information within 1 1/2" of that edge.



It is important that you confine the indorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed indorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your indorsement, another indorsement, or information you have printed on the back of the check obscures our indorsement. These indorsement guidelines apply to both personal and business checks.

(29) Death or Incompetence. You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

(30) Fiduciary Accounts. Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

(31) Credit Verification. You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

(32) Legal Actions Affecting Your Account. If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

(33) Security. It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debt or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and

grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment. You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

Except for consumer electronic funds transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, such as positive pay or commercially reasonable security procedures, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered, unless we acted in bad faith or to the extent our negligence contributed to the loss. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected.

(34) Telephonic Instructions. Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

(35) Monitoring and Recording Telephone Calls and Consent to Receive Communications. We may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording. We need not remind you of our recording before each phone conversation.

To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account from time to time by telephone, text messaging or email. However, we must first obtain your consent to contact you about your account because we must comply with the consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

- Your consent is limited to this account, and as authorized by applicable law and regulations.
- Your consent does not authorize us to contact you for telemarketing purposes (unless you otherwise agreed elsewhere).

With the above understandings, you authorize us to contact you regarding this account throughout its existence using any telephone numbers or email addresses that you have previously provided to us or that you may subsequently provide to us.

This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device.

If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us.

(36) Claim of Loss. If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you. You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

(37) Early Withdrawal Penalties *(and involuntary withdrawals)*. We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your notice of penalty for early withdrawals for additional information.

(38) Address or Name Changes. You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent

address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

(39) Resolving Account Disputes. We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

(40) Waiver of Notices. To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit a check and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

(41) Additional Terms.

Wolters Kluwer Financial Services © 2016

REGULATION CC FUNDS AVAILABILITY POLICY DISCLOSURE

YOUR ABILITY TO WITHDRAW FUNDS. Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

DETERMINING THE AVAILABILITY OF YOUR DEPOSIT. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federally declared holidays. If you make a deposit before 5:00 PM (Monday through Friday) on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 5:00 PM (Monday through Friday) or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

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

LONGER DELAYS MAY APPLY. In some cases, we will not make all of the funds that you deposit by check available to you according to the previously stated availability schedule. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first $200 of your deposits, however, may be available on the first business day after the day of deposit.

If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our 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:

- if we believe a check you deposit will not be paid;
- if you deposit checks totaling more than $5,000 on any one day;
- if you redeposit a check that has been returned unpaid;
- if you have overdrawn your account repeatedly in the last six months; or
- if there is an emergency condition, such as failure of computer or communications equipment, that would not enable us to make the funds available to you.

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

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

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 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 business day after the day of your deposit.

Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

HOLDS ON OTHER FUNDS (CHECK CASHING). If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

HOLDS ON OTHER FUNDS (OTHER ACCOUNT). If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

FOREIGN CHECKS. Checks drawn on financial institutions outside of the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds from deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institutions upon which they are drawn.

DEPOSITS AT AUTOMATED TELLER MACHINES. If you make a deposit at an automated teller machine (ATM) that is owned and operated by us before 2:30 pm Pacific Time on a business day that we are open, we will consider the deposit made that day. However, if you make a deposit at an ATM that is owned and operated by us after 2:30 pm Pacific Time or on a day that we are not open, we will consider the deposit made on the next business day we are open.

BANK OF SOUTHERN CALIFORNIA

ELECTRONIC FUND TRANSFER DISCLOSURE

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

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

This disclosure contains important information about your use of electronic fund transfer (EFT) services provided by BANK OF SOUTHERN CALIFORNIA in relation to accounts established primarily for personal, family or household purposes. Please read this document carefully and retain it for future reference.

ELECTRONIC FUND TRANSFER SERVICES PROVIDED

SERVICES PROVIDED THROUGH USE OF MASTERCARD® DEBIT CARD. If you have received an electronic fund transfer card ("MASTERCARD® DEBIT CARD") from us you may use it for the type(s) of services noted below, and the following provisions are applicable:

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

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

The security of your account depends upon your maintaining possession of your MasterCard® Debit Card and the secrecy of your PIN. You may change your PIN if you feel that the secrecy of your PIN has been compromised. You may change your PIN by visiting any of our offices or calling (844) 879-5121.

ATM SERVICES. The following services are available through use of your MasterCard® Debit Card:

- You may withdraw cash from your checking account(s), savings account(s), and money market account(s).
- You may make deposits into your checking account(s), savings account(s), and money market account(s).
- You may transfer funds between your checking and savings accounts, checking and money market accounts, and savings and money market accounts.
- You may make balance inquiries on your checking account(s), savings account(s), and money market account(s).

OTHER ATM SERVICES. You may change your PIN at our ATM.

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

Besides being able to use your MasterCard® Debit Card at our ATM terminals, you may access your accounts through the following network(s): Star, Cirrus, MasterCard®, Maestro, NYCE, and Plus.

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

POINT OF SALE TRANSACTIONS. You may use your MasterCard® Debit Card ("POS Access Card") to purchase goods and services from merchants that have arranged to accept your POS Access Card as a means of payment (these merchants are referred to as "Participating Merchants"). Some Participating Merchants may permit you to receive cash back as part of your purchase. Purchases made with your POS Access Card, including any purchase where you receive cash, are referred to as "Point of Sale" transactions and will cause your "designated account" to be debited for the amount of the purchase. The designated account for MasterCard® Debit Card transactions is your checking account.

In addition, your MasterCard® Debit Card may be used at any merchant that accepts MasterCard® debit cards for the purchase of goods and services. Your card may also be used to obtain cash from your designated account at participating financial institutions.

Each time you use your POS Access Card, the amount of the transaction will be debited from your designated account. We have the right to return any check or other item drawn against your account to ensure there are funds available to pay for the POS Access Card transactions. We may, but do not have to, allow transactions which exceed your available account balance, or if applicable, your available overdraft protection. If we do, you agree to pay the overdraft.

STOP PAYMENTS ON ATM, POS, OR DEBIT CARD TRANSACTIONS. You may not place a stop payment order on any ATM, POS, or debit card transaction.

ELECTRONIC FUND TRANSFER DISCLOSURE (CONT.)

CURRENCY CONVERSION – MasterCard®. If you perform transactions with your card with the MasterCard® logo in a currency other than US dollars, MasterCard® International Inc. will convert the charge into a US dollar amount. At MasterCard® International they use a currency conversion procedure, which is disclosed to institutions that issue MasterCard®. Currently the currency conversion rate used by MasterCard® International to determine the transaction amount in US dollars for such transactions is generally either a government mandated rate or wholesale rate, determined by MasterCard® International for the processing cycle in which the transaction is processed, increased by an adjustment factor established from time to time by MasterCard® International. The currency conversion rate used by MasterCard® International on the processing date may differ from the rate that would have been used on the purchase date or the cardholder statement posting date.

IMPORTANT ADDITIONAL FEE NOTICE. A 0.20% Currency Conversion Fee will be assessed on International transactions where Cirrus, MasterCard® or Maestro has performed a currency conversion function. This fee will be based on either a government mandated exchange rate, or a wholesale exchange rate selected by Cirrus, MasterCard®, or Maestro and the rate used will be the applicable rate on the day the transaction was processed, which may differ from the date of the transaction or when it posted to the cardholder's account. A 0.90% Cross Border Fee will be assessed on all International transactions whether or not a currency conversion function was performed by Cirrus, MasterCard®, or Maestro. An International transaction is any transaction where the country of the merchant or machine is different than your country as a cardholder.

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

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

You may change your PIN via the telephone.

ELECTRONIC FUND TRANSFERS INITIATED BY THIRD PARTIES. You may authorize a third party to initiate EFTs between your account and the third party's account. These transfers may be one-time occurrences or may recur as directed by you and may use the Automated Clearing House (ACH) or other payments network. Your authorization to third parties for transfers can occur in a number of ways.

PREAUTHORIZED TRANSFER SERVICES

- You may arrange for the preauthorized automatic deposit of funds to your checking account(s), savings account(s), and money market account(s).
- You may arrange for the preauthorized automatic payment of bills from your checking account(s), savings account(s), and money market account(s).

SERVICES PROVIDED THROUGH USE OF ONLINE BANKING. BANK OF SOUTHERN CALIFORNIA offers its customers use of our Online Banking service.

The services offered through our Online Banking include bill payment service including person to person payments; access up to 24 months' of history, checking and savings account statements, and paid check images; one-time and recurring account transfers; and account and security alerts.

MOBILE BANKING. BANK OF SOUTHERN CALIFORNIA offers its customers use of our Mobile Banking service.

You may be charged access fees by your cell phone provider based on your individual plan. Check with your cell phone provider for details on specific fees and charges.

ELECTRONIC CHECK CONVERSION. You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or to pay bills. Electronic check conversion is a payment process in which a merchant or other payee (after obtaining your authorization) uses your check to gather routing, account, and check number information to initiate a one-time EFT. When information from your check is used to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment. A description of the transaction will appear on your statement.

ELECTRONIC RETURNED CHECK CHARGE. You may authorize a merchant or other payee to initiate an electronic fund transfer to collect a charge in the event a check is returned due to insufficient or unavailable funds. A description of the transaction will appear on your statement.

LIMITATIONS ON TRANSACTIONS

TRANSACTION LIMITATIONS – MASTERCARD® DEBIT CARD:

- CASH WITHDRAWAL LIMITATIONS: You may withdraw up to $500.00 through use of ATMs in any one day.
- POINT OF SALE LIMITATIONS: You may buy up to $2,500.00 worth of goods or services in any one day through use of our Point of Sale service.
- TOTAL DAILY LIMITS: In addition to the ATM limit or Point of Sale limits disclosed above, a total daily limit is imposed on these transactions. The maximum amount of cash withdrawals and Point of Sale transactions is limited to $3,000.00 in any one day.

OTHER LIMITATIONS. The terms of your account(s) may limit the number of withdrawals you may make each month. Restrictions disclosed at the time you opened your account(s), or sent to you subsequently will also apply to your electronic withdrawals and electronic payments unless specified otherwise.

We reserve the right to impose limitations for security purposes at any time.

ELECTRONIC FUND TRANSFER DISCLOSURE (CONT.)

LIMITS ON TRANSFERS FROM CERTAIN ACCOUNTS. Federal regulation limits the number of checks, telephone transfers, online transfers and preauthorized electronic transfers to third parties (including Point of Sale transactions) from money market and savings type accounts. You are limited to six such transactions from each money market and/or savings type account(s) you have each statement period for purposes of making a payment to a third party or by use of a telephone or computer.

NOTICE OF RIGHTS AND RESPONSIBILITIES

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

RIGHT TO RECEIVE DOCUMENTATION OF YOUR TRANSFERS

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

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

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

- You can call us at (858) 847-4780 to find out whether or not the deposit has been made.

RIGHTS REGARDING PREAUTHORIZED TRANSFERS

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

Call us at: (858) 847-4780 or
Write to: Bank of Southern California, Attn: Central Services
12265 El Camino Real Suite 100
San Diego, CA 92130

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

NOTICE OF VARYING AMOUNTS. If you have arranged for automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you will be notified by the person or company you are going to pay ten days prior to the payment date of the amount to be deducted. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

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

YOUR RESPONSIBILITY TO NOTIFY US OF LOSS OR THEFT

If you believe your MasterCard® Debit Card or PIN or online banking access code has been lost or stolen,

Call us at: (844) 879-5121 (24 hours) or
Write to: Bank of Southern California
Attn: Central Services
12265 El Camino Real Suite 100
San Diego, CA 92130

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

ELECTRONIC FUND TRANSFER DISCLOSURE (CONT.)

CONSUMER LIABILITY

Tell us at once if you believe your MasterCard® Debit Card or PIN or Online Banking access code has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) business days after you learn of the loss or theft of your MasterCard® Debit Card or PIN, you can lose no more than fifty dollars ($50) if someone used your MasterCard® Debit Card or PIN without your permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your MasterCard® Debit Card or PIN and we can prove we could have stopped someone from using your MasterCard® Debit Card or PIN without your permission if you had given us notice, you can lose as much as five hundred dollars ($500).

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

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

If you promptly notify us about an unauthorized transaction involving your card and the unauthorized transaction took place on your MasterCard® branded card, including any PIN-based ATM or POS transactions, zero liability will be imposed on you for the unauthorized transaction. In order to qualify for the zero liability protection, you must have exercised reasonable care in safeguarding your card from the risk of loss or theft and, upon becoming aware of such loss or theft, promptly reported the loss or theft to us.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUND TRANSACTIONS:

Call us at: (858) 847-4780 or
Write to: Bank of Southern California
Attn: Central Services
12265 El Camino Real Suite 100
San Diego, CA 92130 or
Email us at: centralservices@banksocal.com

Notification should be made as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact BANK OF SOUTHERN CALIFORNIA N.A. no later than 60 days after it sent you the FIRST statement on which the problem or error appears. You must be prepared to provide the following information:

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

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

We will determine whether an error occurred within ten (10) business days (twenty (20) business days for new accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days for new accounts and foreign initiated or Point of Sale transfers) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty (20) business days for new accounts) for the amount which you think is in error, so that you will have the use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30) days after the first deposit to the account is made, including those for foreign initiated or Point of Sale transactions.

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

You may ask for copies of the documents that we used in our investigation.

ELECTRONIC FUND TRANSFER DISCLOSURE (CONT.)

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

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

There may be other exceptions provided by applicable law.

DISCLOSURE OF ACCOUNT INFORMATION. We will disclose information to third parties about your account or electronic fund transfers made to your account:

- Where necessary to complete a transfer or to investigate and resolve errors involving the transfer(s); or
- In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant; or
- In order to comply with government agency or court orders; or
- With your consent.

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

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

NOTICE OF ATM SAFETY PRECAUTIONS

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

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

ADDITIONAL PROVISIONS

Your account is also governed by the terms and conditions of other applicable agreements between you and BANK OF SOUTHERN CALIFORNIA.

SUBSTITUTE CHECK POLICY DISCLOSURE

IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Substitute Checks and Your Rights

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

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

WHAT ARE 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, returned check fees).

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

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

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

Phone at: 858-847-4780 or
Mail at: 12265 El Camino Real, Suite 100, San Diego, CA 92130 or
Email at: centralservices@banksocal.com

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

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

An expedited recredit claim must be submitted in writing. When a claim has been submitted orally, we must receive that written claim within 10 business days of the oral claim.

BANK OF SOUTHERN CALIFORNIA

BUSINESS ACCESS CARD DISCLOSURE AND AGREEMENT

DEFINITIONS. The terms "we," "us" and "our" refer to the Bank, BANK OF SOUTHERN CALIFORNIA N.A.. For purposes of this disclosure and agreement, the terms "you" and "your" refer to the Authorized Signer, whether one or more, who are acting in his or her legal authority on behalf of the business, and the term "Cardholder" refers to any and all individuals authorized by Authorized Signer under this agreement to receive and use an access card. The terms "cards" or "card" refer to the access card(s) issued under this agreement, whether used for business purpose point-of-sale ("POS") purchases or automated teller machine ("ATM") transactions. The term "Agreement" refers to this Business Access Card Disclosure and Agreement.

AGREEMENT. Business access cards are issues based upon the contract terms and conditions of this Agreement and other important disclosures, such as the Agreement and Disclosures provided for the accounts indicated.

APPLICABLE LAW. The access cards issued under this Agreement are for business purposes only and are governed by the laws of this state and by federal laws and regulations. The cards may not be used for personal purposes and are not covered under the consumer protection of the Electronic Fund Transfer Act and Regulation E. If any part of this Agreement becomes unenforceable, it will not affect our right and ability to enforce any part of this Agreement.

CARD ISSUANCE. Each approved Cardholder receives a card and a personal identification number ("PIN") to transact activity, within the specified authorization limits that you have authorized for the Cardholder. You understand that the cards remain our property and may be taken back by us at any time. You understand that we reserve the right to impose limitations for security purposes at any time.

CARD USAGE. You agree that cards should not be used for a transaction that would cause your account balance to go below zero, or to access an account that is no longer available or that lacks sufficient funds to complete the transaction. Additionally, you agree the cards should not be used for a transaction that would exceed your account balance plus the available credit on any credit line attached to your account, if a line of credit is indicated. You understand that we are not required to complete any such transactions, but if we do, we may at our sole discretion, charge or credit the transaction to another account, and you agree to pay us the amount of the improper withdrawal or transfer upon request.

NETWORK CARD USAGE. You understand that the ability of the Cardholder to perform the transactions or access the accounts as authorized can vary as networks may not perform or permit all of the authorized transactions, for example, deposits and transfers may not be able to be transacted at ATMs located out of state. Besides being able to use the cards at our proprietary ATMs, when provided, Cardholder may access your accounts through the following networks: STAR/Explore, Cirrus, MasterCard®,Maestro, NYCE, Plus, Shazam, and NETS. When Cardholder uses an ATM not owned by us (non-proprietary), you may be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if Cardholder does not complete a fund transfer.

ILLEGAL USAGE. You agree that Cardholder must not use the card for any illegal transactions, including internet gambling and similar activities.

POS TRANSACTIONS/DESIGNATED ACCOUNT. You understand that a Cardholder may use the card to purchase goods and services, when so authorized, from merchants ("Participating Merchants") that have arranged to accept the card as a means of payment. POS transactions will cause your "designated account" to be debited for the amount of the purchase. In the event that this account is closed by you for any reason, you will notify us of a replacement designated account. In addition, a debit card may be used, when so authorized, at any Participating Merchant that accepts MasterCard® debit cards for the purchase of goods and services. Cards may also be used to obtain cash from your designated account at participating financial institutions, when so authorized. You agree to prohibit Cardholder from requesting cash back as part of any purchase at a Participating Merchant.

Each time a Cardholder uses his or her card, the amount of the transaction will be debited from your designated account. You understand we have the right to return any check or other item drawn against your account to ensure there are sufficient funds available to pay for the card transactions. We may, but do not have to, allow transactions which exceed your available account balance or available overdraft protection, when overdraft protection is indicated. If we do, you agree to pay the overdraft. You also agree to pay overdraft charges in effect from time to time for each transaction which causes your available account balance or available overdraft protection, when overdraft protection is indicated, to be exceeded.

CURRENCY CONVERSION. If you effect transactions with your card in a currency other than US dollars, MasterCard® International Inc. will convert the charge into a US dollar amount. At MasterCard® International, they use a currency conversion procedure which is disclosed to institutions that issue MasterCard®. Currently the currency conversions rate used by MasterCard® International to determine the transaction amount in US dollars for such transactions is generally either a government mandated rate or wholesale rate, determined by MasterCard® International for the processing cycle in which the transaction is processed, increased by an adjustment factor established from time to time by MasterCard® International. The currency conversion rate used by MasterCard® International on the processing date may differ from the rate that would have been used on the purchase date or the cardholder statement posting date.

IMPORTANT ADDITIONAL FEE NOTICE: For International transactions MasterCard® charges us a Currency Conversion Fee of 0.20% of the transaction amount for performing currency conversions and a Cross-Border Fee of 0.90% of the transaction on all cross-border transactions (even those with no currency conversion). Therefore, you will be charged 1.10% of the dollar amount on all cross-border transactions – i.e., transactions processed through the "Global Clearing Management System" or the "MasterCard® Debit Switch" when the country of the merchant or machine is different than your country, as cardholder.

DOCUMENTATION. Upon completing a transaction at an ATM, Cardholder will receive a printed receipt documenting the transaction (unless Cardholder chooses not to get a paper receipt or the transaction is less than $15.00). These receipts (or the transaction number given in place of the paper receipt) should be provided to you by the Cardholder and retained by you to verify that a transaction was performed. Cardholder will receive a receipt at the time he or she performs any transaction using the card at a Participating Merchant. If the transaction is $15.00 or less, the Participating Merchant is not required to provide a receipt.

BUSINESS ACCESS CARD DISCLOSURE AND AGREEMENT (CONT.)

LIABILITY. You agree to instruct Cardholder that the card issued may not be used for personal purposes. You understand that you are responsible for the transactions completed by the Cardholder whether or not the transactions are in furtherance of the business. Further, you understand that you remain responsible for the transactions of Cardholder unless and until you provide notice to us of the revocation of Cardholder's authority and card, in a manner required by us, and we are given a reasonable time period to act upon it. Misuse of the access cards and the accounts may cause the cards to be taken back by us and the accounts to be closed, and you will remain liable for the payment of any overdraft balance and fees due to the transactions. Tell us at once if you believe your card or PIN has been lost or stolen.

LIABILITY FOR CARD DEBIT CARD TRANSACTIONS. When authorized, our liability for POS PIN-less transactions and procedures for transaction inquiries are as follows: You shall be liable for all transactions performed using the access device regardless of whether the person conducting the transaction was authorized to do so or whether the person conducting the transaction exceeded the authority which he or she had been given. Bank shall have no liability for honoring any transaction initiated by any person using the access device. If a transaction performed using the access device shall create an overdraft in your account, you agree that you are liable for the payment of the overdraft amount and any fees or charges attendant thereto. You understand that any person in possession of the access device you have selected may withdraw funds from your account(s) and perform the other transactions described herein. You understand that you should keep the access device(s) in a secure place and provide it only to persons authorized to use it. Further, you understand that each transaction originated by means of the access device is NOT a CONSUMER transaction, as defined in Electronic Fund Transfer Act and in Regulation E and is not governed by or entitles to the protection of federal law and regulation.

LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS. If we do not complete a transaction to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages as provided by law. You understand that there are exceptions allowed by applicable law for which we will not be liable, such as but not limited to:

- If through no fault of ours, you do not have sufficient funds in your account to complete the transaction;
- If the transaction would result in your exceeding the credit limit on your line of credit, when one is indicated;
- If the ATM was not working properly and Cardholder knew about the breakdown before starting the transaction;
- If circumstances beyond our control (such as fire or flood, computer or machine breakdown, or failure or interruption of communications facilities) prevent the transaction, despite the reasonable precautions we have taken;
- If we have terminated our Agreement with you;
- When the card has been reported lost or stolen or we have reason to believe that something is wrong with transaction;
- If we receive inaccurate or incomplete information needed to complete a transaction;
- If the funds in your account are subject to legal action preventing a transaction to or from your account; and
- If the ATM does not have enough cash to complete the transaction.

SECURITY PROCEDURES. You agree to ensure that reasonable measures are used to maintain the security of the card and PIN, such as not revealing the PIN to any person, or writing the PIN on the card or on any item kept with the card. You understand a card cannot be transferred to another person. You agree to inform us immediately of any lost or stolen access card, any compromised PIN, any change to or revocation of the access authority of Cardholder, and of any discovered unauthorized activity. Our contact information for such notification is:

Written Notification:	BANK OF SOUTHERN CALIFORNIA N.A.	
Address Notification:	12265 El Camino Real Ste 100, San Diego, CA 92130	
Phone Notification:	(858) 847-4700:	Monday – Friday 9:00AM – 5:00 PT or
	(844) 879-5121:	24 Hours

You understand that we may require a written confirmation of an oral notification, and that we have the right to refuse a transaction on your account when a card or PIN has been reported lost or stolen, or when you reasonable believe that is unusual activity on your account.

DISPUTED TRANSACTIONS. In case of a suspected error or for a question about card transactions, you agree to contact us as soon as possible, not later than 60 days after a periodic statement has been mailed or made available to you, to obtain further information regarding the transaction or to request an investigation. You understand that you need to provide us with the following: 1. Your name and account number of the activity in question; 2. A description of the activity, including the dollar amount, and 3. An explanation of the reason you are questioning the activity or requesting either additional information or an investigation. If you contact us with an oral request, we may require that you send in a written confirmation of the request within 10 business days. Our contact information for such notification is Written Notification: BANK OF SOUTHERN CALIFORNIA N.A.; Address Notification: 12265 El Camino Real Ste 100, San Diego, CA 92130; Phone Notification: (858) 847-4700 during hours: Monday – Friday 9:00 AM – 5:00 PM PT or (844) 879-5121 24 hours a day.

DISCLOSURE OF ACCOUNT INFORMATION. You agree that merchant authorization messages transmitted in connection with POS transactions are permissible disclosures of account information, and you further agree to release us and hold us harmless from any liability arising out of the transmission of these messages. You understand that we will disclose information to third parties about your account: 1. when necessary to complete a transfer or to investigate and resolve errors involving transactions; or 2. in order to verify the existence and condition of your account for a third party such as a credit bureau or merchant; or 3. in order to comply with government agency or court orders; or 4. with your consent.

EXPENSES. You agree to be liable to us for any loss, costs, or expenses that we incur as a result of any dispute involving your accounts, including reasonable attorney's fees, to the extent permitted by law, and you authorize us to deduct such a loss, costs, or expenses from my account without prior notice to you.

BUSINESS ACCESS CARD DISCLOSURE AND AGREEMENT (CONT.)

FEES AND CHARGES. We will hold you responsible for the following fees:

$5.00 – Replacement card fee

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

AMENDMENT, TERMINATION AND NOTIFICATION. You agree that this Agreement may be amended by us from time to time. We will notify you of amendments as required by applicable law or institution policy. Notices will be sent to the most current address shown on your account records. The continued use of the cards by the authorized Cardholders will be deemed as evidence of your agreement to any amendments. You may terminate this Agreement at any time by providing written notice to us. We may terminate this Agreement at any time by providing written notice to you.

BUSINESS DAYS. Our business days are: Monday – Friday 9:00AM – 5:00PM PT.

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

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

ADDITIONAL PROVISIONS. Your account is also governed by the terms and conditions of other applicable agreements between you and BANK OF SOUTHERN CALIFORNIA N.A.

ACKNOWLEDGEMENT. I hereby acknowledge that I have received and understood the above Business Access Card Disclosure and Agreement, on behalf of the business on whose account(s) I am an Authorized Signer, and with respect to which I have any legal authority to transact business, and agree to be bound by its terms. To that end, I certify that I have full authority to authorize this Agreement and indemnify you from any and all claims related hereto.

ABOUT BANK OF SOUTHERN CALIFORNIA

ABOUT US

A growing community business bank, established in 2001, Bank of Southern California, with headquarters in San Diego, CA, is locally owned and managed and offers a wide range of financial products to individuals, professionals, and small-to-medium sized businesses.

Southern California is home to a strong and growing business community made up of private companies and the successful entrepreneurs who run them. We celebrate this entrepreneurial spirit and are committed to providing our local businesses with the personalized banking solutions that they need to achieve their goals

BOARD OF DIRECTORS

John Farkash | Chairman of the Board
Irwin L. Golds | CEO and Co-founder of Capitis Real Estate
Lester Machado, MD, DDS, FRCS (Ed) | Oral and Maxillofacial Surgeon
Joseph E. Matranga, C.P.A. | President and Founder of Matranga & Company, CPA's
Nathan L. Rogge | President and CEO, Bank of Southern California
David J. Volk | Principal, Castle Creek Capital
Adriana M. Boeka | former President and CEO, Americas United Bank

EXECUTIVE MANAGEMENT

Nathan L. Rogge | President and Chief Executive Officer
James H. Burgess | Executive Vice President and Chief Financial Officer
Anthony J. DiVita | Executive Vice President and Chief Banking Officer
Pamela C. Isaacson | Executive Vice President and Chief Administrative Officer
Robert A. Marshall | Executive Vice President and Chief Credit Officer
Gaylin Anderson | Executive Vice President and Market Executive

BANK OF SOUTHERN CALIFORNIA

BANK OF SOUTHERN CALIFORNIA LOCATIONS

SAN DIEGO COUNTY

Carlsbad
3142 Tiger Run Court, Suite 107
Carlsbad, CA 92010
(760) 599-7044

Del Mar
12265 El Camino Real, Suite 100
San Diego, CA 92130
(858) 847-4700

Downtown San Diego
1620 5th Ave., Suite 120
San Diego, CA 92101
(619) 849-5741

Ramona
1315 Main Street
Ramona, CA 92065
(760) 788-8788

COACHELLA VALLEY

La Quinta
47000 Washington
La Quinta, CA 92253
(760) 771-0654

Rancho Mirage
40101 Monterey Ave., Building H
Rancho Mirage, CA 92270
(760) 834-6600

LOS ANGELES COUNTY

Commerce
6001 E. Washington Blvd.
Commerce, CA 90040
(323) 724-8801

Glendale
801 N. Brand Blvd., Suite 180
Glendale, CA 91203
(818) 637-7000

Lancaster
539 W. Lancaster Blvd.
Lancaster, CA 93534
(661) 945-6955

Santa Fe Springs
10400 S. Norwalk Blvd.
Santa Fe Springs, CA 90670
(562) 906-7220

BANK OF SOUTHERN CALIFORNIA

www.banksocal.com

EQUAL HOUSING LENDER | Member FDIC | SBA Preferred Lender

BANK OF SOUTHERN CALIFORNIA CLIENTS

DEDICATED TO SOUTHERN CALIFORNIA'S BUSINESS COMMUNITY

We are honored to work with some of Southern California's leading businesses and the successful entrepreneurs who run them. Here's what they have to say about us.

> "Bank of Southern California has provided all of the services that we were looking for. Customer service is great and the staff is wonderful to work with."

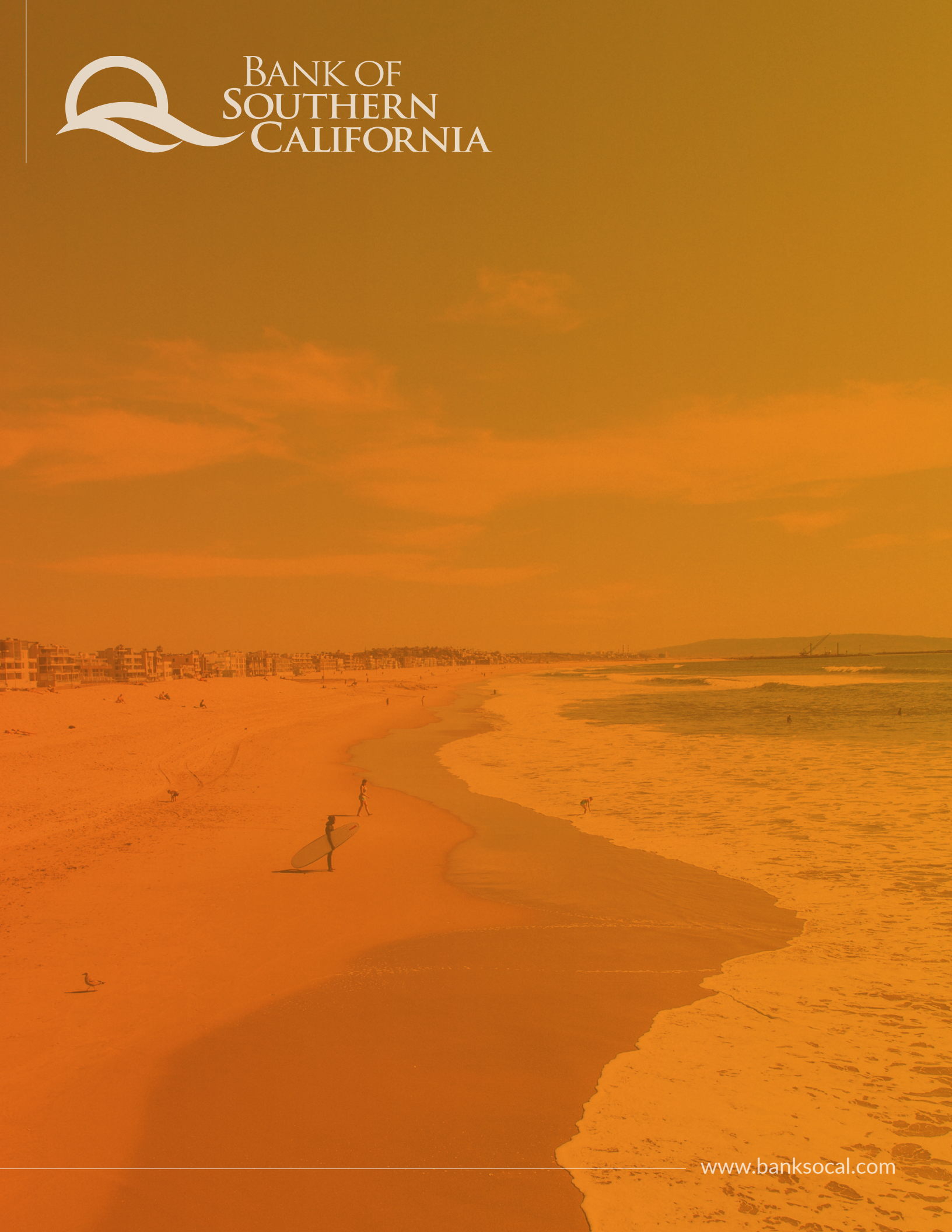
> "I am extremely satisfied with the level of service. The management and staff take care of our needs and care to build a trustful relationship."

> "Every time I go into the bank, the staff is always friendly, helpful and informative. The staff is great."

> "I have been with Bank of Southern California for more than 20 years, and they are the best bank I have ever used. They are helpful, friendly and always go beyond the expected."

BANK OF SOUTHERN CALIFORNIA

BANK OF SOUTHERN CALIFORNIA



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