



**Business Rules & Regulations**  
**General Policies & Disclosures**

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# TERMS AND CONDITIONS OF YOUR ACCOUNT

Thank you for opening an Account with us and choosing Umpqua Bank as your financial partner. We want you to understand both the benefits and obligations of having an Account with us, so please read this agreement carefully.

**IMPORTANT DEFINITIONS** - Below are definitions of terms used throughout this agreement.

**Account** - Means any deposit Account you have with us such as a checking, savings, money market, or certificate of deposit.

**ACH** - Means an electronic deposit to or withdrawal from your Account, such as a directly deposited payroll Check or a bill payment, sent to us through the "automated clearinghouse," which is an electronic network that sends and receives those transactions.

**Available Balance** - Means the amount of money that can be withdrawn from your Account at a point in time. Please note that there may be times when your Available Balance is less than your Ledger Balance due to pending transactions, such as funds held from deposits (e.g., funds that have been deposited, but are not yet fully available for withdrawal), funds held for debit card authorizations (e.g. merchant-authorized requests for payment, when the final charge has not yet been submitted by the merchant), and other holds on funds in your Account from time to time.

**Business Day** - Means every day except Saturdays, Sundays, and federal holidays. Some Branch locations may close on a Business Day due to an emergency.

**Check** - Means any written order to pay a specific amount of money drawn on, payable through or at, or processed by, a bank or other depository institution. If a Check is sent or returned as an electronic image or as a substitute check, it is still considered a Check.

**Item** - Means any Check, ACH, funds transfer, teller cash withdrawal, ATM withdrawal, debit card purchase, fee, charge, or other amount that is added to or subtracted from your Account.

**Ledger Balance** - Means the total of all Items posted to your Account to date, including those not yet made available for withdrawal. Please note that not all of your transactions will be immediately reflected in your Ledger Balance, and that there may be times when your Ledger Balance is greater than your Available Balance. Further, the Ledger Balance does not include Checks or other Items, including debit card transactions, that you have initiated but have not yet cleared your Account. As a result, only part of your Ledger Balance may be available for withdrawal from time to time.

**Non-sufficient Funds or NSF** - Means your Ledger Balance is not sufficient to cover an Item or other transaction against that Account. Having Non-sufficient Funds in your Account could result in return Items, which refers to any Item that we return because it exceeds your Ledger Balance on a given day.

**Overdraft** - Means you do not have enough money in your Account to cover a transaction.

**we, our, and us** - Means Umpqua Bank

**you and your** - Means the Account holder(s). Account holders are those persons with signing authority on the Account, or the authority to deposit, withdraw, or exercise control over the funds in the Account.

**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, Taxpayer Identification Number or other identifying documents.

We may also require the completion of other proper forms and documents, as well as a minimum deposit, in order to open your Account.

**AGREEMENT** - This document, along with any other documents we give you pertaining to your Account(s), is a contract that establishes rules that control your Account(s) with us. If you sign the signature card whether physically or electronically to open or continue to have your Account with us, 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. Also, note that prior to your electronic signature, you will be presented with the Electronic Signature Disclosure and Consent document that sets forth the terms and conditions governing consent to sign documents electronically through the use of the Umpqua Bank Electronic Signature System. If you have any questions, please call us at 1-866-486-7782.

This agreement is subject to applicable federal laws and the laws of the state of Oregon (except to the extent that this agreement can and does vary from 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 that the law does not regulate;
- (3) establish rules for certain transactions or events that 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 as determined by us in our sole discretion.

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.

**VENUE** - If there is an issue relating to your Account or to this agreement, you and we agree that the location of the court proceeding will occur in the state where you opened the Account and that the county will be chosen by us in our sole discretion.

**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 agreement, the Account, and any schedule of charges. You authorize us to deduct these charges directly from the Account balance as accrued. You will pay any additional reasonable charges for services you request that 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 also be liable for our costs to collect the deficit 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 including, but 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.

**Hold Harmless For Action Of Agent** - You understand that when we are requested to honor the instructions of someone claiming to be your agent and/or attorney-in-fact upon presentation of a power of attorney form (whether on a standard Bank form or one you or your attorney prepare) we must consider the authenticity and continued validity of the power, evaluate the power, and determine whether the instructions are consistent with it. You agree not to hold us responsible for any loss or damage you may incur as a result of the decision we make whether or not to follow the instructions given by the agent as long as our decision is made in good faith.

**NOTICE AND OPPORTUNITY TO CURE** - Neither you nor Umpqua may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this agreement or that alleges that the other party has breached any provision of, or any duty owed by reason of, this agreement, until you or Umpqua has notified the other party in writing (with such notice given in compliance with the requirements of the "Notices" section of this agreement) of such alleged breach and afforded the other party hereto a reasonable period of not less than 30 days after the giving of such notice to take corrective action. If applicable law provides a time period that must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph.

**BUSINESS PURPOSE** - Accounts opened and maintained under this agreement are for business purposes only, and shall not be established or maintained for personal, family, or household purposes.

**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 endorsement or lack of endorsement 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 that was initially paid by the payor bank and that is later returned to us due to an allegedly forged, unauthorized or missing endorsement, claim of alteration, encoding error or other problem that 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 daily cutoff time described in the Funds Availability Policy in this agreement. Actual credit for deposits of or payable in foreign currency will be at the exchange rate in effect on the Business Day of the deposit. An exception to this rule would be foreign currency deposits made on Saturday, which will typically receive the exchange rate of the previous Business Day. We are not responsible for transactions by mail or outside depository (e.g., night drop) until we actually record them. If you deliver a deposit to us and you will not be present when the deposit is counted, you must provide us an itemized list of the deposit (deposit slip). To process the deposit, we will verify and record the deposit and credit the deposit to the Account. If there are any discrepancies between the amounts shown on the itemized list of the deposit and the amount we determine to be the actual deposit, we will notify you of the discrepancy. You will be entitled to credit only for the actual deposit as determined by us, regardless of what is stated on the itemized deposit slip. We will treat and record all transactions received after the daily cutoff time (as described in the Funds Availability Policy in this agreement) 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 endorsers to verify or guarantee their endorsements or endorse in our presence.

## WITHDRAWALS

**Generally** - Unless clearly indicated otherwise on the Account records or under the terms of this agreement, 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 authorizes each other person who signs or has authority to make withdrawals to endorse any Item payable to you or your order for deposit to this Account or any other transaction with us (until we receive written notice to the contrary).

**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.

**Stale-dated Checks** - We are not obligated to, but may at our option, pay a Check, other than a cashier's check, presented for payment more than six months after its date. If you do not want us to pay a stale-dated Check, you must place a stop-payment order on the Check in the manner we have described elsewhere.

**Checks and withdrawal rules** - If you do not purchase your Check blanks from us, you must be certain that they meet financial industry and Umpqua's standards. We must approve the Check blanks you purchase and the Checks you print. We may refuse any withdrawal or transfer request that 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 that is greater in number than the frequency permitted, or that is for an amount greater or less than any withdrawal limitations stated in your product-specific disclosures. We reserve the right to limit the amount of cash you can withdraw on any given day, without advance notice. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. 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* section of this document for information about when you can withdraw funds you deposit. For those Accounts to which our *Funds Availability Policy* does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. 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. We may treat continued abuse of the stated limitations (if any) as your act of closing the Account, or we may at our option reclassify your Account 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.

You agree to write Checks and deposit Items in an ink type or color (preferably black or blue ballpoint) that will reproduce clearly when imaged or copied and using Checks or deposit Items that bear design or security features that allow Checks to be reproduced clearly. Your failure to deposit or draw Items that are deemed usable can result in additional timeframes for availability or finality of payment and collection charges including consequential damages suffered as a result of this failure.

**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. For example, if you provide an Account number in response to a telephone solicitation, the telephone solicitor may use your Account number to issue a Remotely Created Check to withdraw money from your Account.

*Giving your Account information to someone to generate a Remotely Created Check:* If you willingly provide your Account information to someone and authorize them to withdraw money from your Account, we may, but are not required to, charge your Account and pay such Item. You are responsible for any Remotely Created Checks paid against your Account, even if the Items are in excess of the amount you authorized. We may refuse to honor these Checks without cause or prior notice, even if we have honored similar Items previously. You agree that we are under no obligation to verify whether the name and Account number shown on the Checks are consistent with our records. You further agree that we may either pay the Check or refuse to honor it. You agree to provide us on request with a copy of any written agreement you may have with the third party initiating the Check and you agree to hold us harmless from any liability that may exist as a result of your use of a Remotely Created Check. If you deposit a Remotely Created Check, you guarantee it was authorized by the Account owner for payment in the amount shown. *You are an entity generating Remotely Created Checks as payment for your services:* If you intend to, now or in the future, process Remotely Created Checks, you warrant and agree to the following:

(a) you will notify us prior to processing Remotely Created Checks; (b) 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;

(3) you will place value "6" in the EPC field (Position 44) of the MICR line indicating this is a Remotely Created Check.

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;

(c) that the Check produced meets financial industry and Umpqua standards; and  
(d) we reserve the right to disallow Remotely Created Check activity on your Account.

We reserve the right to limit the amount of funds that may be withdrawn from your Account in cash for various reasons including, without limitation, the amount of currency that is available at a particular Branch location.

## OVERDRAFTS

**Available Balance and Ledger Balance** - We use the Available Balance of your Account to determine the amounts available for your withdrawal, but we use the Ledger Balance of your Account to determine whether an Item or transaction against your Account results in an Overdraft or NSF (and is therefore subject to Overdraft fees). Please note that there may be times when your Available Balance will be less than your Ledger Balance, and that you may receive information from time to time relating to your Available Balance that may not necessarily reflect your Ledger Balance (and vice-versa). Information provided to you regarding your Account may not include outstanding Checks, pending card transactions, or scheduled electronic Items that have not yet posted to your Account. Among other reasons, this is important for purposes of determining whether a particular Item or transaction may result in an Overdraft or be returned for NSF. Please refer to the "Overdrafts and NSF" section below for more details.

**Overdrafts and NSF** - This Section contains important information about our Overdraft handling and NSF transactions that may affect your Account. Understanding these concepts is important and can help you avoid being assessed certain fees or charges. Please also refer to the *Overdraft Transfer Service Authorization and Agreement*, the *Overdraft Disclosure for Business Checking Accounts*, your *Product Disclosure* and the *Other Account Services disclosure* for additional details and fees associated with our Overdraft services and with Items returned for NSF, along with additional information about certain services that can help you maintain your Account and minimize or avoid Overdraft fees.

**Definitions** - For purposes of this Overdrafts provision, the following definitions apply:

"Available Balance" means your Current Balance, plus any deposits that we have made available to you even though we have not yet received good funds (i.e., when we give you access to funds from a deposited Check even though we have not yet received funds from the financial institution on which the Check is drawn), less:

(1) Holds placed on deposits. Further information about deposit holds may be found in the Funds Availability Policy of this agreement;

(2) Any other holds placed on funds in your Accounts, such as, but not limited to, holds related to pledges of Account funds, minimum balance requirements, or to comply with court orders or other legal processes.

"Current Balance" means the actual amount of funds in your Account and not necessarily the amount available for transactions. Funds from deposits are added to your Current Balance when you deposit them but if the deposits are on hold they won't be available for transactions, and won't be reflected in your Available Balance. Your Current Balance does not reflect authorized pending payment transactions, point of sale transactions, temporary merchant payment authorization holds, or deposits on hold; it only reflects payment transactions that have actually posted to your account. Funds are deducted from your Current Balance when the authorized pending payment transaction posts to your account and the funds are actually paid out.

**Overdraft coverage and fees** - An Overdraft occurs when you do not have enough money in your Account to cover a transaction, but we pay it anyway. We are not obligated to pay any Item presented for payment if your Account does not contain sufficient funds. However, if you maintain your Account in good standing (defined generally as your Account having a positive balance) and there are no legal orders outstanding (including notice of bankruptcy filing), we may approve reasonable Overdrafts as a non-contractual courtesy.

We can cover your Overdrafts in two different ways:

1. We have standard Overdraft services that usually come with approved checking Accounts.
2. We also offer optional Overdraft services, such as a link to another deposit Account or line-of-credit, which may be less expensive than our standard Overdraft services.

Please refer to the *Overdraft Transfer Service Authorization and Agreement*, the *Overdraft Disclosure for Business Checking Accounts*, your *Product Disclosure* and the *Other Account Services disclosure* for details and fees associated with our Overdraft services and returned deposit items.

**NSF Returned Item** - Each time an Item is presented for payment and your Account does not contain sufficient funds to pay the Item, that item will be returned. We reserve the right to honor, pay, return, reject or decline the Item when you have a non-sufficient Account balance. We have no obligation to notify you if we honor, pay, return or decline an Item for a non-sufficient Account balance. To avoid or minimize Overdraft fees, please see the *Overdraft Disclosure for Business Checking Accounts* for services that can help you maintain your checking account.

**Multiple Representation of Items** - Be aware that Items may be presented multiple times and that we do not monitor or control the number of times a transaction is presented for payment. You acknowledge that we may reject these items each time they are presented if the amount of money available in your account is not sufficient to cover the payment, regardless of the number of times the Item is presented.

**PAYMENT ORDER OF ITEMS** - The order in which Items are paid is important if there is not enough money in your Account to pay all of the Items that are presented. The payment order can affect the number of Items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your Account, we are providing you with the following information regarding how we process those Items.

Our policy is to process deposits received on your Account each day prior to

posting any debits received on the same day. Debits will be posted to your Account in the following order:

- First, we will process wire transfers, real time payments, and Fed Now payments in the order in which they are received.
- Second, we process ATM/debit card transactions in the order in which they are received.
- Third, we will process Checks presented over the counter at Umpqua Bank Branch locations.
- Fourth, we will process on-us transactions, which includes non-Check withdrawals and Checks written to and deposited by other Umpqua customers over the counter in the order in which they are received.
- Fifth, we will process ACH debits according to the dollar amount with the smallest Items being processed first.
- Finally, all other Checks, drafts, or other instruments written on your Account will generally be posted according to the dollar amount with the smallest Items being processed first.

If a Check, Item or transaction is presented without sufficient funds in your Account to pay it, we may, at our discretion, pay the Item (creating an Overdraft) or return the Item for insufficient funds (non-sufficient funds - NSF).

Please refer to the *Overdraft Transfer Service Authorization and Agreement*, the *Overdraft Disclosure for Business Checking Accounts*, your *Product Disclosure* and the *Other Account Services* disclosure for details and fees associated with our Overdraft services and returned deposit items. We encourage you to keep careful records and practice good Account management. This will help you to avoid creating Items without sufficient funds and incurring the resulting fees.

**Electronic check conversion 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.

Electronic check conversion transactions will not appear under the "Checks Paid" section of your monthly statement. Instead, the debiting amount along with the corresponding Check number (if available) will appear under the "Withdrawals and Deductions" section of your statement.

**Multiple signatures** - Our policy does not permit any Account to have dual or other multiple signature requirements. The automated processing of the large volume of checks we receive prevents us from inspecting or reviewing signatures on any checks. You acknowledge that our processing policy does not permit any Account to have dual or other multiple signature requirements, you waive any requirement that we not process Items without more than one signature, and you agree that we do not fail to exercise reasonable care in paying an Item even though we do not perform a sight examination of that Item.

**Notice of withdrawal** - We reserve the right to require not less than seven (7) days' notice in writing before each withdrawal from a 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 the Early Withdrawal Penalties section in this document.

**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. 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.

**JOINT ACCOUNT - NO SURVIVORSHIP (As Tenants In Common)** - Is an Account or certificate owned by the named parties as Tenants in Common ("Tenants"). Upon 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, of the estate of that party. The Tenants are solely responsible for determination of their ownership of funds in the Account. We may perform withdrawals and any other transactions at the request of the Tenant without regard to ownership of the funds. Each Tenant agrees that we will not be liable for any losses due to a Tenant's failure to notify us of changes in the relationship among the Tenants. You, as Tenants, agree jointly and severally to indemnify and hold us harmless for and from any claim or liability as a result of the unauthorized acts of any Tenant or any signer on the Account upon which we rely. Each Tenant is jointly and severally liable for all obligations under these terms and conditions. This means that each Tenant is fully obligated under the terms and conditions including liability for Overdrafts, debit balances, and charges, irrespective of which Tenant created the Overdraft, deposited or cashed the Item, or benefited from the transaction. If any Tenant is indebted to us, we may enforce our rights against any and all funds in the Account, regardless of the source of funds deposited into the Account.

**STOP-PAYMENTS** - To place a stop-payment on an Item, visit your local Umpqua Bank Branch or contact us at: 866-486-7782. We must receive a stop-payment order in time to give us a reasonable opportunity to act on it.

Your stop-payment order must precisely identify the Item 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. A release of the stop-payment request may be made by any signer on the Account. We are not obligated to notify you when a stop-payment order expires.

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.

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).

**TELEPHONE TRANSFERS** - A telephone transfer can only be made between Accounts with identical ownership. If ownership differs, a separate withdrawal and deposit must be made between Accounts. We may from time to time impose transfer or withdrawal limits on your Account and notify you of such limits as required by law. Other Account transfer restrictions may be described elsewhere.

**TRANSFER LIMITATIONS** - For savings and money market Accounts, you may make up to six transfers or withdrawals by means of a preauthorized, automatic, or telephonic transfer to another Account of yours or to a third party or by check (MMA only), debit card (MMA only), or similar order to a third party during any calendar month (or statement cycle of at least four weeks). A preauthorized transfer includes any arrangement with us to pay a third party from your Account at (i) a predetermined time, (ii) on a fixed schedule, or (iii) upon oral or written orders including orders received through the automated clearing house (ACH). If the transfer or withdrawal is initiated in person, by mail, at an ATM, or for a loan payment to us, then there is no limit on the number of payments that may be made directly to you, directly to us for amounts you owe us, or transfers to other Accounts you have with us. Withdrawals by phone are also unlimited if you are requesting that a Check be mailed to you. You will be charged according to the current *Product Disclosure* and *Other Account Services Disclosure* when transfer limits are exceeded.

**AMENDMENTS AND TERMINATION** - We may change any term of this agreement. Rules governing changes in interest rates are provided separately in the product disclosure and interest rate disclosure. For any other changes that require notice by law, 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. 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 your Account reaches a zero balance, or you apply for an Account but never deposit funds into it, we may close the Account without notice.

**NOTICES** - Any written notice you give us is effective when we actually receive it, and it must be given to us in accordance with any specific delivery instructions we may provide. 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.

**ACCOUNT STATEMENTS** - We will send an Account statement for checking, money market and savings Accounts to the current address listed on our records. Statements will be sent via ordinary U.S. mail, unless you and we agree otherwise. Statements are also available through online banking. For some Accounts we may charge a Paper Statement fee if you receive a paper statement. See your *Product Disclosure* and *Other Account Services* disclosure for details.

A "statement period", also referred to as a "statement cycle", means the period covered by your Account statement. If you receive a statement monthly, the monthly statement period may or may not be a calendar month, but in most cases it will not be more than 32 days or less than 28. The specific dates covered by your Account statement will be on your statement. Contact us if you do not receive your regular statement.

**Combined Statements** - Checking, money market and savings Accounts with identical ownership may be combined on a single deposit statement at your request. If you prefer to combine your Accounts onto one statement, please contact us.

**Your duty to report unauthorized signatures, alterations and forgeries on Checks** - You must examine your Account statement with reasonable promptness to protect your rights, including your right to dispute a transaction that you believe is forged, unauthorized, missing a signature or endorsement, altered, a missing or diverted deposit, an illegible image or any other error or discrepancy relating to your Account. If you discover any Item as listed above, you must promptly notify us of the relevant facts at which time we agree to exercise our best efforts to stop all Items that may be subject to reported fraud. If you fail to provide prompt notice of such an Item as listed above or fail to discover something that you reasonably should have discovered, you may bear some or all of the loss. You agree that we process Checks and other Items by automated means and do not visually examine all Checks or other Items, and are not responsible for any loss that occurs because we use these automated procedures. You also agree that we are not responsible for any loss that results if the Items were forged or altered so cleverly (as by unauthorized use of a facsimile machine, photocopy machine, computer equipment or otherwise) that a reasonable person would not detect the forgery or alteration. You agree that we are not responsible for any loss as otherwise provided by law or regulation.

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 thirty (30) days from when the statement is first sent or made available to you.

The Account statement will be considered correct for all purposes unless you notify us in writing within a reasonable period of time not exceeding thirty (30) calendar days after the periodic statement is 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 sixty (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 whether or not we used ordinary care, and as between you and us the loss will be entirely yours. These time periods for you to examine your statement and report problems to us are without regard to our level of care or the commercial reasonableness of our practices.

When you report missing, stolen or unauthorized Checks, we may recommend that you close your current Account and open a new Account. If we recommend you close your Account and you do not do so, we are not liable to you for subsequent losses on the Account due to forgery or other fraud. When you open a new Account, you must notify any third parties that need to know your new Account number.

You agree to pursue all rights you may have under any insurance coverage you maintain before making a claim against us in connection with any transaction involving your Accounts or your Checks or other withdrawal orders, and to provide us with all reasonable information about your coverage, including the name of your insurance carrier, policy number, policy limits and applicable deductible. Our liability is reduced by the amount of all insurance proceeds you receive or are entitled to receive. At our request, you agree to assign to us your rights under your insurance policy.

**YOUR RESPONSIBILITY** - You must exercise reasonable control over your Account(s), statements, checks, deposit slips, endorsement and signature stamps, Debit and ATM Cards, Personal Identification Numbers, and other access devices. It is your responsibility to keep them safe and secure and to promptly discover and report if any of them are missing in time to prevent misuse. You assume full responsibility for monitoring and reviewing the activity of your Account.

We may deny a claim for losses due to forgery, fraud, theft, unauthorized transactions, or altered items or signatures, if you do not guard against improper access to your checks, statements, deposit slips, endorsement and signature stamps, online banking, mobile apps, and Account information in general.

**ACCOUNT TRANSFER** - This Account may not be transferred or assigned without our prior written consent.

**DIRECT DEPOSITS** - If in connection with a direct deposit plan we deposit into an Account any amount that should have been returned to the federal government for any reason, 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.

**DISPUTES** - We may refuse to pay money out of your Account or otherwise place a hold on funds that are subject to a dispute (including, but not limited to, a dispute over who is an authorized signer or owner) until the dispute about the Account is resolved. A determination as to whether a dispute exists shall be made by us in our reasonable discretion. In addition, if we think a dispute exists or if we have actual knowledge of a dispute or adverse claim to funds in your Account, we may, at our discretion: (1) require as a condition to disbursement of any funds in the Account, that you execute a bond or indemnification agreement satisfactory to us, indemnifying us for any liability or loss for paying such sums to you; (2) interplead the disputed funds into any court of competent jurisdiction asking the court to decide who should have the funds; or (3) require joint written instruction from and signed by all conflicting parties or a court order that directs us on how to proceed with the disputed funds. If interpleader is necessary, you agree to reimburse us for our expenses, including attorneys' fees and costs, incurred in enforcing our rights under this Agreement. We may also restrict your Account if we receive conflicting instructions from owners or signers, pending resolution of the conflict by joint written instructions from the conflicting parties or by final court determination.

**RESTRICTIVE LEGENDS OR ENDORSEMENTS** - The automated processing of the large volume of Checks we receive prevents us from inspecting or looking for restrictive legends, restrictive endorsements, 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 endorsement. We are not required to honor any restrictive legend or endorsement, or other special instruction placed on Checks you write. We are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your Checks.

**RETURNED DEPOSIT ITEMS** - If a Check or other Item you deposit or cash is returned to us for any reason, at any time, we may debit your Account for the amount of the Item. We may also debit your Account for any interest you may have provisionally earned on the Item. We also charge you a Returned Deposited Item fee for each returned item. Be aware that Checks or other Items may be presented multiple times and that we do not monitor or control the number of times a transaction is presented for payment. You agree that we may charge you a Returned Deposited Item fee each time a payment is presented if the amount of money available in your account is not sufficient to cover the payment regardless of the number of times the payment is presented. See your current *Product Disclosure* and *Other Account Services* disclosure. We may debit your Account for a returned Item at any time on or after the day it is returned to us by electronic or other means, or the day we receive notice that the Item is being returned to us - whichever is earlier. Furthermore, if an Item deposited in your Account has been paid by the financial institution on which it is drawn and that institution later returns or makes a claim on the Item to us claiming that it was altered, forged or unauthorized or should not have been paid for any other reason, we may debit your Account for the amount of the Item. If you have insufficient funds to cover a returned Item, we may overdraw your Account (see the Overdraft section of this agreement to learn more). You agree to repay us immediately.

**SECURITY INTEREST IN ACCOUNTS** - You hereby assign, pledge and grant to

us and to our Affiliates a security interest in all of your right, title and interest in and to any Account(s) established in your name with us or our Affiliates (including without limitation Accounts held jointly with others), and all sums now or hereafter deposited in said Account(s), and all interest earned thereon (all such sums, "Account Funds"), including without limitation all rights to withdraw Account Funds as security for the performance and satisfaction of each of your obligations owing to us whether under this Agreement or under other agreements that you may have with us or our Affiliates. We or our Affiliates shall have the right to exercise remedies and withdraw all or any part of the Account Funds from the Account(s) following a default under this agreement or a default under any agreement between you and us or our Affiliates. You hereby authorize us or our Affiliates to withdraw Account Funds from your Account(s) without prior notice to you at any time that a default has occurred. You hereby agree to indemnify, defend and hold us and our Affiliates harmless from and against any and all claims, demands, actions, causes of action, losses, damages, costs and expenses (including attorneys' fees) sustained or incurred by us or our Affiliates resulting from our or our Affiliate's withdrawal or attempted withdrawal of Account Funds from the Account(s).

**CHECK PROCESSING** - We process Items 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 endorsed 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 endorsements. We are not responsible for any unauthorized signature or alteration. Using an automated process helps us keep costs down for you and all Account holders.

**CHECK CASHING** - We may charge a fee for anyone who 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.

**TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES** - If you deposit an image of an 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 agree to retain the original Check for 60 days. You agree to indemnify us for any loss we may incur as a result of any truncated Check transaction you initiate. You are not authorized to create any form of substitute check. 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.

**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. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

**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.

#### **ELECTRONIC PAYMENTS - RULES OF FUNDS TRANSFER SYSTEMS**

Funds transfers to or from your account are also subject to the rules of any funds transfer system through which the transfers are made, including Fedwire, the National Automated Clearing House Association (NACHA), the Electronic Check Clearing House Organization (ECCO), any regional association, the Clearing House Interbank Payments System (CHIPS), the Society for Worldwide Interbank Financial Telecommunications (SWIFT), and The Clearing House (TCH) for Real Time Payments (RTP) system.

**FUNDS TRANSFER** - A funds transfer is the transaction or series of transactions that begin with the originator's payment order, made for the purpose of making payment to the beneficiary of the order. A funds transfer is completed by the acceptance by the beneficiary's bank of a payment order for the benefit of the beneficiary of the originator's order. You may give us a payment order orally, electronically, or in writing, but your order cannot state any condition of payment to the beneficiary other than the time of payment.

**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 National Automated Clearing House Association (NACHA) 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 as adopted in the state in which you have your Account with us. 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.

**RECEIVING REAL TIME PAYMENTS (RTP)** - The following additional terms apply to any real-time payments we receive for credit to your account through the RTP System. The terms "sender," "receiver," and "sending participant" are used here as defined in the System Rules governing RTP payments ("RTP Rules"). In addition to the RTP Rules, RTP payments will be governed by the laws of the state of New York, including New York's version of Article 4A of the Uniform Commercial Code, as applicable, without regard to its conflict of laws or principles.

- The RTP System may be used only for eligible payments between a sender and receiver with accounts located in the United States. You may not send or receive payments on behalf of any person or entity not domiciled in the United States. RTP payments that are permitted under the RTP Rules and our requirements will be considered eligible payments for purposes of this Agreement.
- RTP payments cannot be cancelled or amended by the sender. If we receive a message from a sending participant requesting return of an RTP payment received for credit to your account, we may notify you of that request. You are not obligated under the RTP Rules to comply with any such request for return of funds. Any dispute between you and the sender of an RTP payment should be resolved between you and the sender.
- If you do not wish to accept an RTP payment received for credit to your account, you may request that we return that payment to the sender. We may, at our sole discretion, attempt to honor that request, but will have no liability for our failure to do so.
- RTP payments are typically completed within 30 seconds of transmission of the RTP payment by the sender, unless the RTP payment fails or is delayed due to a review by us or the sending participant, such as for fraud, regulatory, or compliance purposes. Transaction limits imposed by the RTP System or sending participant may also prevent RTP payments from being received for credit to your account.

**Authorized Account** - An authorized Account is a deposit Account you have with us that you have designated as a source of payment orders you issue to us. If you have not designated an authorized Account, any Account you have with us is an authorized Account to the extent that payment of the payment order is not inconsistent with the use of the Account.

**Acceptance of your payment order** - We are not obligated to accept any payment order that you give us, although we normally will accept your payment order if you have a withdrawable credit in an authorized Account sufficient to cover the order. If we do not execute your payment order, but give you notice of our rejection of your payment order after the execution date or give you no notice, we are not liable to pay you as restitution any interest on a withdrawable credit in a non-interest-bearing Account.

**Cutoff time** - If we do not receive your payment order or communication canceling or amending a payment order before our daily cutoff time (as described in the Funds Availability Policy of this agreement), the order or communication will be deemed to be received at the opening of our next funds transfer Business Day. Any communications canceling or amending a payment order must be received by the daily cutoff time for that type of order, or before the funds have been transmitted as in the case of a wire transfer.

**Payment of your order** - If we accept a payment order you give us, we may receive payment by automatically deducting from any authorized Account the amount of the payment order plus the amount of any expenses and charges for our services in execution of your payment order. We are entitled to payment on the payment or execution date. Unless your payment order specifies otherwise, the payment or execution date is the funds transfer date we receive the payment order. The funds transfer is completed upon acceptance by the beneficiary's bank. Your obligation to pay your payment order is excused if the funds transfer is not completed, but you are still responsible to pay us any expenses and charges for our services. However, if you told us to route the funds transfer through an intermediate bank, and we are unable to obtain a refund because the intermediate bank that you designated has suspended payments, then you are still obligated to pay us for the payment order. You will not be entitled to interest on any refund you receive because the beneficiary's bank does not accept the payment order.

**Security procedure** - As described more fully in a separate writing, the authenticity of a payment order or communication canceling or amending a payment order issued in your name as sender may be verified by a security procedure. You affirm that you have no circumstances which are relevant to the determination of a commercially reasonable security procedure unless those circumstances are expressly contained in a separate writing signed by us. You may choose from one or more security procedures that we have developed, or you may develop your own security procedure if it is acceptable to us. If you refuse a commercially reasonable security procedure that we have offered you, you agree that you will be bound by any payment order issued in your name, whether or not authorized, that we accept in good faith and in compliance with the security procedure you have chosen.

**Duty to report unauthorized or erroneous payment** - You must exercise ordinary care to determine that all payment orders or amendments to payment orders that we accept that are issued in your name are authorized, enforceable, in the correct amount, to the correct beneficiary, and not otherwise erroneous. If you discover an unauthorized, unenforceable, or erroneously executed payment order or amendment, you must exercise ordinary care to notify us of the relevant facts. The time you have to notify us will depend on the circumstances, but that time will not

in any circumstance exceed 14 days from when you are notified of our acceptance or execution of the payment order or amendment or that your Account was debited with respect to the order or amendment. If you do not provide us with timely notice, or you fail to discover something that you reasonably should have discovered, you will not be entitled to interest on any refundable amount. If we can prove that you failed to provide us with timely notice, or that you failed to discover something that you reasonably should have discovered with respect to an erroneous payment, and that we incurred a loss as a result of the failure, you are liable to us for the amount of the loss not exceeding the amount of your order.

**Identifying number** - If your payment order identifies an intermediate bank, beneficiary bank, or beneficiary by name and number, we and every receiving or beneficiary bank may rely upon the identifying number rather than the name to make payment, even if the number identifies an intermediate bank or person different than the bank or beneficiary identified by name. Neither we nor any receiving or beneficiary bank have any responsibility to determine whether the name and identifying number refer to the same financial institution or person.

**Record of oral or telephone orders** - You agree that we may, if we choose, record any oral or telephone payment order or communication of amendment or cancellation.

**Notice of credit** - If we receive a payment order to credit an Account you have with us, we are not required to provide you with any notice of the payment order or the credit.

**Provisional credit** - You agree to be bound by the automated clearing house association operating rules that provide that payments made to you or originated by you by funds transfer through the Automated Clearing House system are provisional until final settlement is made through a Federal Reserve Bank or otherwise payment is made as provided in Article 4A-403(a) of the Uniform Commercial Code, as adopted in the state in which you have your Account with us.

**Refund of credit** - You agree that if we do not receive payment of an amount credited to your Account, we are entitled to a refund from you in the amount credited and the party originating such payment will not be considered to have paid the amount so credited.

**Amendment of funds transfer (wire) agreement** - From time to time we may amend any term of this agreement by giving you reasonable notice in writing. We may give notice to anyone who is authorized to send payment orders to us in your name, or to anyone who is authorized to accept service.

**Cancellation or amendment of payment order** - You may cancel or amend a payment order you give us only if we receive the communication of cancellation or amendment prior to our daily cutoff time (as described in the Funds Availability Policy of this agreement) or before funds have been transmitted, and in time to have a reasonable opportunity to act on it before we accept the payment order. The communication of cancellation or amendment must be presented in conformity with the same security procedure that has been agreed to for payment orders.

**Intermediaries** - We are not liable for the actions of any intermediary, regardless of whether or not we selected the intermediary. We are not responsible for acts of God, outside agencies, or non-salaried agents.

**Limit on liability** - You waive any claim you may have against us for consequential or special damages, including loss of profit arising out of a payment order or funds transfer, unless this waiver is prohibited by law. We are not responsible for attorney fees you might incur due to erroneous execution of payment order.

**Erroneous execution** - If we receive an order to pay you, and we erroneously pay you more than the amount of the payment order, we are entitled to recover from you the amount in excess of the amount of the payment order, regardless of whether you may have some claim to the excess amount against the originator of the order.

**Objection to payment** - If we give you a notice that reasonably identifies a payment order issued in your name as sender that we have accepted and received payment for, you cannot claim that we are not entitled to retain the payment unless you notify us of your objection to the payment within one year of our notice to you.

**PLEDGES** - Unless we agree otherwise in writing, each owner of this Account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this Account must first be satisfied before the rights of any surviving Account owner or Account beneficiary become effective.

**POWER OF ATTORNEY** - You may wish to appoint an agent to conduct transactions on your behalf. (We, however, have no duty or agreement whatsoever to monitor or ensure that the acts of the agent are for your benefit.) This may be done by allowing your agent to sign in that capacity on the signature card or by separate form, such as a power of attorney. A power of attorney continues until your death, or the death of the person given the power, or we receive notice as stated below. If the power of attorney is not "durable," it is revoked when you become incompetent. We may continue to honor the transactions of the agent until:

(a) we have received written notice or have actual knowledge of the termination of the authority or the death of an owner, and (b) we have had a reasonable opportunity to act on that notice or knowledge. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given by an agent acting under a valid power of attorney.

**FDIC INSURANCE** - Funds in your Account(s) with us are insured by the Federal Deposit Insurance Corporation (FDIC) and backed by the full faith and credit of the United States. The amount of insurance coverage you have depends on the number of Accounts you have with us that are of different "ownership." An individual Account is one unique form of "ownership"; a joint Account, a pay-on-death Account, and a self-directed qualified retirement Account (e.g., an IRA) are examples of some of the others. Deposit insurance for a person's self-directed qualified retirement Account is up to \$250,000. (An IRA is a self-directed qualified retirement Account as is any Account where the owner decides where and how to

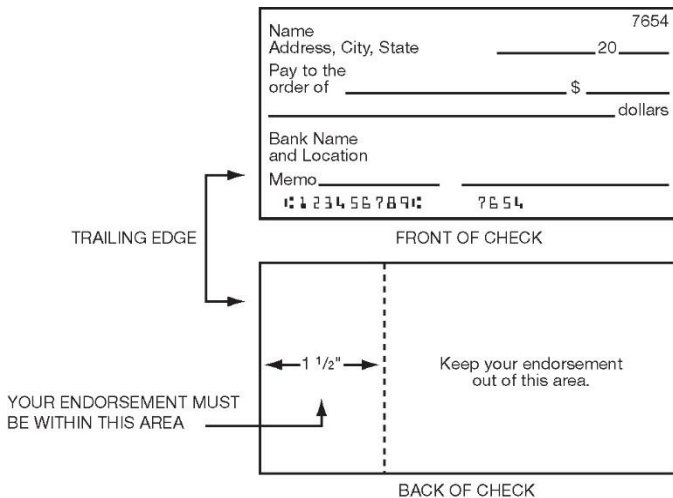


invest the balance.) Deposit insurance for the other ownerships is at least \$250,000 per interest of the owner. If you want a more detailed explanation or additional information, you may ask us or contact the FDIC. You can also visit the FDIC website at [www.fdic.gov](http://www.fdic.gov) and click on the Deposit Insurance link. The link includes detailed contact information as well as a deposit insurance estimator.

**ENDORSEMENTS** - We may accept for deposit any Item payable to you or your order, even if they are not endorsed by you. We may give cash back to any one of you. We may supply any missing endorsement(s) for any Item we accept for deposit or collection, and you warrant that all endorsements are genuine.

To ensure that your Check or share draft is processed without delay, you must endorse it (sign it on the back) in a specific area. Your entire endorsement (whether a signature or a stamp) along with any other endorsement information (e.g., additional endorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a Check. Endorsements 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 endorsement information within 1 1/2" of that edge.



It is important that you confine the endorsement information to this area since the remaining blank space will be used by others in the processing of the Check to place additional needed endorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your endorsement, a prior endorsement or information you have printed on the back of the Check obscures our endorsement.

**THIRD PARTY FUNDS** - Acceptance of third-party Checks is at our discretion. If we do accept a third-party check, you agree to indemnify, defend and hold us harmless from and against all claims, actions, proceedings, losses, costs (including attorney fees and other charges), liabilities and/or damages that arise from our acceptance of such third-party check. If you deposit funds that belong to others ("Beneficial Owners") in your Account, including where such funds are deposited using a third-party check, you agree that we are not required to inquire as to either the source or the ownership of such funds or to the proposed application of any payments made from your Account. Umpqua will treat you as the owner of such funds.

Unless you have provided notice or we have actual knowledge of the existence of a dispute between depositors, Beneficial Owners, or other persons claiming an interest in funds deposited in your Account, all payments made by us from your Account at your request shall constitute a complete release and discharge of Umpqua from all claims for the amounts so paid regardless of whether or not the payment is consistent with the actual ownership of the funds deposited in your Account.

You agree to indemnify, defend and hold us harmless from and against all claims, actions, proceedings, losses, costs (including attorney fees and other charges), liabilities and/or damages that arise: (1) from your use of any Beneficial Owners' funds and any related interest or analyzed current period credit; or (2) the manner in which you compensate or charge Beneficial Owners for your use of our Account services. This provision shall survive the termination of this agreement.

**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.

**UNCLAIMED PROPERTY** - The law establishes procedures under which unclaimed property must be surrendered to the state. We may have our own rules regarding dormant Accounts. We may charge a fee for dormant Accounts as disclosed in the *Other Account Services* disclosure. The funds in your Account are considered unclaimed if you have not had any activity or communication with us regarding your Account within the time period specified by state law, generally a period of years. Generally, deposits and withdrawals conducted at a Umpqua Bank location, Checks clearing, ATM and point of sale withdrawals, and address and phone number changes will be considered activity that will update your Account. Transactions that may not update your Account include direct deposits, automatic withdrawals and transfers including loan payments and bill pay payments. The aforementioned transactions are reviewed based on the laws of the

state under which the Account is held. Ask us if you want further information about the period of time or type of activity that will prevent your Account from being unclaimed or dormant. If your funds are surrendered to the state, you may be able to reclaim them, but your claim must be presented to the state. Once your funds are surrendered, we no longer have any liability or responsibility with respect to the funds.

**DEATH OR INCOMPETENCE OF AN ACCOUNT OWNER** - Notify us immediately if any Account holder dies or is declared incompetent by a court. Until we receive notice otherwise, we may act as if all Account holders are alive and competent. After we receive notice, we may freeze the Account, refuse to accept transactions, and reverse or return Items to the Account. We are also not required to release funds in the Account until we receive any and all documents we request to verify the death or incompetence, as well as who is entitled to the funds. If an Account holder authorizes an Item, but it is not presented for payment until after the owner dies, we are authorized to pay the Item after the owner's death. If an Account holder owes us a debt at the time of death, we are authorized to exercise our right of setoff.

**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.

**CASH TRANSACTION REPORTING** - To help law enforcement agencies detect illegal activities, the law requires all financial institutions to gather and report information on some types of cash transactions. If the information we need to complete the report is not provided, we are required to refuse to handle the transaction. If you have any questions regarding these rules, please contact the U.S. Treasury Financial Crimes Enforcement Network (FinCEN) at 800-949-2732 or [www.fincen.gov](http://www.fincen.gov).

**BACKUP WITHHOLDING/TIN CERTIFICATION** - Federal tax law requires us to report interest payments we make to you of \$10 or more in a year and to include your taxpayer identification number (TIN) on the report. Interest includes dividends, interest, and bonus payments for purposes of this rule. Therefore, we require you to provide us with your TIN and to certify that it is correct. The TIN is either a social security number (SSN) or an employer identification number (EIN). For most organization or business Accounts other than sole proprietorships, the appropriate TIN is the EIN of the organization or business entity. For sole proprietorships, either the SSN or the EIN is appropriate. However, we must supply the IRS with both the individual owner's name and the business name of the sole proprietorship.

In some circumstances, federal law requires us to withhold and pay to the IRS a percentage of the interest that is earned on funds in your Accounts. This is known as backup withholding. We will not have to withhold interest payments when you open your Account if you certify your TIN and certify that you are not subject to backup withholding due to underreporting of interest.

We may subsequently be required to begin backup withholding if the IRS informs us that you supplied an incorrect TIN or that you underreported your interest income. If you do not have a TIN, we may defer backup withholding if you certify that you do not have a TIN but have applied for one. However, we must begin backup withholding if you do not supply us with a certified TIN within 60 days. If you do not have a TIN because you are a foreign person (either an individual who is a nonresident alien or a foreign organization) you must certify your foreign status. If you are an exempt payee (receiver of interest payments), you do not need to certify your TIN, but you will have to certify your exempt status and supply us with your TIN. The most common exempt payees are corporations, organizations exempt from tax under Section 501(a), and an individual retirement plan or a custodial Account under Section 403(b)(7). If you do not supply us with the appropriate TIN, we may refuse to open your Account.

**LINKED ACCOUNTS** - For Accounts that provide relationship benefits, we may, at our discretion, enroll the primary Account owner to receive relationship benefits specific to that Account. Relationship benefits can include combined balance qualifications, complimentary Accounts and other benefits specified in the Account disclosure. Eligible primary owned Accounts will be linked at enrollment. Additional primary owned Accounts may also be identified and automatically linked during the statement period. You can request to link additional Accounts at any time. We reserve the right to refuse to link Accounts that do not meet eligibility criteria. If we determine that a linked Account is no longer eligible, we may remove the links at any time without notifying you.

**LOST, DESTROYED, OR STOLEN CASHIER'S CHECKS** - Under some circumstances you may be able to assert a claim for the amount of a lost, destroyed, or stolen cashier's Check. To assert the claim: (a) you must be the remitter (or drawer of a cashier's Check) or payee of the Check, (b) we must receive notice from you describing the Check with reasonable certainty and asking for payment of the amount of the Check, (c) we must receive the notice in time for us to have a reasonable opportunity to act on it, and (d) you must give us a declaration (in a form we require) of your loss with respect to the Check. You can ask us for a declaration form. Even if all of these conditions are met, your claim may not be immediately enforceable. We may pay the Check until the ninetieth day after the date of the Check (or date of acceptance of a cashier's Check). Therefore, your claim is not enforceable until the ninetieth day after the date of the Check or date of acceptance, and the conditions listed above have been met. If we have not already paid the Check, on the day your claim is enforceable we become obligated to pay you the amount of the Check. We will pay you in cash or issue another cashier's Check.

At our option, we may pay you the amount of the Check before your claim becomes enforceable. However, we will require you to agree to indemnify us for any losses we might suffer. This means that if the Check is presented after we pay your claim, and we pay the Check, you are responsible to cover our losses. We may require you to provide a surety bond to assure that you can pay us if we suffer a loss.

**LEGAL ACTIONS AFFECTING YOUR ACCOUNT** - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, lawsuit, or similar order relating to your Account (termed "legal action" in this section), we will comply with that legal action. If served with a levy, garnishment or similar order, funds may be removed and no interest will accrue on those funds. At our discretion, we may also restrict the assets in the Account and not allow any payments out of the Account until a final court determination regarding the legal action or pending the outcome of any other legal dispute affecting your Account. 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. You agree to hold us harmless from any claim arising as a result of our processing a levy, garnishment, or other legal action as mentioned herein.

**SETOFF (ALSO KNOWN AS RIGHT OF OFFSET)** - 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. This debt may relate to an overdrawn Account, an Item returned as non-sufficient funds, or the amount due and payable under a promissory note. 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 any of you owes us now or in the future. This right of setoff does not apply to this Account if: (1) it is an Individual Retirement Account or similar tax-deferred Account, or (2) 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 (3) the debtor's right of withdrawal only arises in a representative capacity. 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.

**SECURITY** - It is your responsibility to protect the Account numbers and electronic access devices (e.g., an ATM card, online banking login ID and password, computers, tablets, mobile phones with cached credentials) 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 debit or to encode your number on a false demand draft that 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 fail to exercise ordinary care in the safekeeping of your financial information, and it substantially contributes to the loss, you may bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether 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.

**MONITORING AND RECORDING TELEPHONE CALLS AND CONSENT TO RECEIVE COMMUNICATIONS** - We may monitor or record phone calls, text messages, emails, and Umpqua's GO-TO online chat platform communications ("GO-TO") 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, email, or GO-TO. In some cases, 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 GO-TO, voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device. This authorization includes sending you fraud alerts via text message, email, or GO-TO if we detect a suspicious transaction on your Account.

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.

**CLAIM OF LOSS** - If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal on your Account, 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. We shall not be liable for any special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you, for actions taken in good faith.

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.

**CERTIFICATES OF DEPOSIT** - The following general terms and conditions apply to all Certificates of Deposit unless an exception is specifically noted. Certificates of Deposit are also known as Time Deposits, or CDs. A CD is a deposit that is held with us for a specific period of time. Our CD products are available for both retirement and non-retirement CDs. CDs are available for various terms at a fixed or variable rate of interest. Rates paid on these Accounts vary according to the balance and term of the Account.

By opening your CD, you agree to keep the amount deposited (principal) on deposit. You will receive a certificate document which sets forth the specific terms and conditions of your Account.

The Annual Percentage Yield stated on all term certificates assumes that interest will remain on deposit until maturity. Withdrawal of interest prior to maturity will reduce earnings.

Below are some of the terms associated with your CD:

**Minimum Amount Required to Open Certificate of Deposit Account** - \$1,000 for standard CDs and \$500 for Associate CDs unless otherwise stated on your certificate.

**Term** - The term is the number of days, months, or years you agree to leave your funds on deposit with the bank.

**Maturity Date and Grace Period** - The maturity date is the last day of your CD's term. We provide you with a grace period of ten (10) days after the maturity date on renewable CDs. You can withdraw your CD principal without paying an early withdrawal penalty, make additional deposits, or change the rate or term of your CD only during the grace period on renewable CDs.

**Accrual of interest on noncash deposits** - Interest begins to accrue on the Business Day you deposit noncash Items (for example, Checks).

**Compounding and crediting frequency** - Unless you choose otherwise, interest will be compounded and credited to your Account every month.

**Daily balance computation method** - We use the daily balance method to calculate the interest on your Account. This method applies a daily periodic rate to the principal in the Account each day.

**CD Renewal** - Unless otherwise stated in the specific terms for each CD, your CD is automatically renewable for the original term of your CD and the interest rate for each renewal period will be the rate offered by us for CDs like yours on the maturity date of the immediately preceding term. A CD maturity notice is mailed to you shortly before maturity reminding you that your CD is maturing. If you do not withdraw your funds on the maturity date or within ten (10) days thereafter, your CD will automatically renew. No interest will be earned on a nonrenewable CD after maturity. We may at our option, not renew your CD, or we may change the terms and conditions for any renewal period by notifying you prior to the renewal.

**Withdrawing Interest** - You may choose to withdraw any paid or credited interest without penalty during your CD's term or at maturity. After the maturity date and grace period, interest will become principal of the renewed CD. The APY assumes interest will remain on deposit until maturity. A withdrawal prior to maturity will reduce earnings.

**The following Early Withdrawal Penalties are for new or renewing CD accounts opened on or after 05/06/2023 (unless otherwise previously disclosed):**

**Early Withdrawal Penalties** - There is a penalty for withdrawing funds prior to the maturity date. For terms up to 31 days, the penalty equals all of the interest earned on the principal amount being withdrawn, but in no event shall it be less than seven (7) days interest. For terms greater than 31 days and up to and including one (1) year (365 days, or 366 days in a leap year), the early



withdrawal penalty is 90 days simple interest. For terms greater than one (1) year and up to four (4) years, the early withdrawal penalty is 180 days simple interest. For terms greater than four (4) years, the early withdrawal penalty is 365 days simple interest. Early withdrawal penalties may require a reduction in the principal amount if the amount of accrued and unpaid interest on deposit is less than the penalty. In addition, and under certain circumstances, a 10% IRS penalty may also be assessed on an IRA CD. A withdrawal will reduce the earning.

#### **Legacy Columbia Bank CDs**

Some Legacy Columbia Bank CDs may have different Early Withdrawal Penalties from what is described above. Customers with Legacy Columbia Bank CD accounts should refer to the original CD certificate document that was provided at account opening for the Early Withdrawal Penalty terms that apply to their CD account.

We may impose early withdrawal penalties on a withdrawal from a time Account even if you do not 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.

**ADDRESS OR NAME CHANGES** - You are responsible for notifying us of any change in your address or your name. You may notify us of an address change in writing, in person at a Branch, through online banking, via an Umpqua Bank mobile app, or over the phone. Separate terms and conditions apply when using Umpqua Bank's mobile apps, see your *Online & Mobile Banking User Agreement*. 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.

**RESOLVING ACCOUNT DISPUTES** - We may place an administrative hold on the funds in your Account (i.e., 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. We may also place an administrative hold on the funds in your Account if we receive conflicting instructions from owners or signers, pending resolution of the conflict by joint written instructions from the conflicting parties or by final court determination.

**SUB ACCOUNTS** - A checking Account consists of two sub-Accounts. One of these is a transaction sub-Account (e.g., a checking sub-Account). You will transact business on this sub-Account. The other is a non-transaction sub-Account (e.g., a savings sub-Account). You cannot directly access the non-transaction sub-Account, but you agree that we may automatically and without a specific request from you initiate individual transfers of funds between sub-Accounts from time to time at no cost to you. This process will not affect your available balance, FDIC insurance coverage, your monthly statement, or the interest you may earn, if your checking Account is an interest-bearing Account.

**CLOSING YOUR ACCOUNT** - This section does not apply to an active Certificate of Deposit Account.

**If you intend to close your Account** - If you intend to close your Account with us, you should notify us; simply transferring all the money in your Account and reducing your Account balance to \$0.00 is insufficient notice and may result in additional fees charged to your Account.

#### **If you close your Account:**

1. You are still responsible for transactions you arranged for, including those that arrive after the Account is closed.
2. You should pay special attention to pre-authorized electronic deposits to your Account and payments from that Account. You should reroute the deposits to another account and make other arrangements for the payments, both with us and the other institutions involved.
3. You should not close your Account until all the transactions you arranged for have been cleared, and you should leave enough funds to clear them and the fees that might be due; and
4. If you close your Account before interest is credited, you will not receive the accrued interest.

**We can close your Account:** We can close your Account for any reason or for no reason at all. We may send you written notice that we have closed or will close your Account and return the balance less any fees, claims, setoffs or other amounts. We will send the collected Account balance to you at your last known address as reflected in our Account records. At our sole discretion we may, but are not required to, withhold a sufficient sum to cover any outstanding Items and likely fees. If we withhold any money for such contingencies, we will refund that to you after we are satisfied that no further withholding is necessary. As part of the Account closure, any Accounts linked to the checking Account as overdraft protection will be de-linked.

After your Account is closed, we have no obligation to accept deposits or pay any outstanding Checks, but we may reopen your Account if we receive a deposit. We will have no liability for refusing to honor any Check drawn on a closed Account. We have the right to advise consumer reporting agencies and other third-party reporting agencies of Accounts closed for misuse.

**INTERNATIONAL ACH TRANSACTIONS** - Financial institutions are required by law to scrutinize or verify any international ACH transaction (IAT) that they receive

against the Specially Designated Nationals (SDN) list of the Office of Foreign Assets Control (OFAC). This action may, from time to time, cause us to temporarily suspend processing of an IAT and may potentially affect the settlement and/or availability of such payments.

**UNAUTHORIZED ELECTRONIC TRANSACTIONS - BUSINESS CUSTOMERS** - Electronic disputes relating to business customers will be governed by NACHA rules that state we cannot return an unauthorized electronic transaction (ACH debit) unless you notify us no later than 1:00 p.m. PST on the Business Day following the settlement date of the transaction. Otherwise, your sole recourse is to the originator of the transaction.

**ADDITIONAL LIMIT ON LIABILITY FOR DEBIT CARD** - Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen debit card. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, or to transactions using your PIN that are not processed by VISA®. Visa is a registered trademark of Visa International Service Association.

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## **FUNDS AVAILABILITY POLICY YOUR ABILITY TO WITHDRAW FUNDS**

This policy statement applies to "transaction" Accounts. Transaction Accounts, in general, are Accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other Accounts of yours with us. Checking Accounts are the most common transaction Accounts. Feel free to ask us whether any of your other Accounts might also be under this policy.

Our general policy is to make funds from your Check deposits available to you on the first Business Day after the day we receive your deposit. Funds from electronic deposits and cash will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and/or we will use the funds to pay Checks that you have written. Please remember that 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.

#### **DETERMINING THE AVAILABILITY OF A DEPOSIT**

Deposits made at our Branches before 5:00 P.M. PT (cutoff times may be later on some days or at some locations) on a Business Day, will be considered deposited on this day. However, deposits made at our Branches after 5:00 P.M. PT, or on a non-Business Day, will be considered deposited on the next Business Day.

Deposits made at an Umpqua ATM before 6:00 P.M. PT, on a Business Day, will be considered deposited on this day. However, deposits made at an Umpqua ATM after 6:00 P.M. PT, or on a non-Business Day, will be considered deposited on the next Business Day. Cash and Check deposits made at a non-Umpqua ATM are made available the next Business Day.

#### **HOLDS ON OTHER FUNDS**

If we cash a Check for you that is drawn on another bank, 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.

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.

#### **LONGER DELAYS MAY APPLY**

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

- We have reasonable cause to believe a Check you deposit will not be paid.
- You deposit Checks totaling more than \$6,725 on any one day.
- You redeposit a Check that has been returned unpaid.
- You have overdrawn your Account repeatedly in the last six months. For purposes of this provision, "repeatedly" means that on two or more Business Days within the preceding six months the Account balance was negative, or the Account balance would have become negative, in the amount of \$6,725 or more, if checks or other charges to the Account had been paid.
- There is an emergency, such as a natural disaster or a failure of computer or communications equipment.

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

#### **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 and cash will be available on the day we receive the deposit. The first \$6,725 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. Such Checks must be payable to

you. The excess over \$6,725 will be available on the seventh 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 \$6,725 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 seventh Business Day after the day of your deposit. You can ask if you need to be sure about when a particular deposit will be available for withdrawal.

## CARD ACCESS FOR BUSINESS ACCOUNTS

**ATM Transactions** - You may access your Account(s) at an Umpqua Bank ATM by using your ATM or debit card and personal identification number, to:

- Make deposits to a deposit Account
- Make cash withdrawals from deposit Accounts
- Transfer funds between deposit Accounts
- Obtain Account balance information from a deposit Account

Some of these services may not be available at all terminals.

You may also conduct ATM transactions at ATMs not owned by us. If you use an ATM not owned by us, you may be charged a fee by the ATM operator or by any network used to complete a transaction, in addition to the fee charged by us for use of a non-Umpqua ATM. You may be charged a fee for a balance inquiry (even if you do not complete any transaction), and you may be charged a fee for both a balance inquiry and a transaction during the same ATM visit.

**Point-of-Sale (POS) Transactions.** You may use your debit card to access your checking Account to purchase goods and pay for services in person, online, or by phone at participating merchant locations.

You may use your debit card to obtain cash from any participating merchant or financial institution.

When you use the debit card at merchant locations, the purchase price is electronically withdrawn from your primary Account and transferred to the merchant's account. When you make a return or correction, amounts are electronically transferred from the merchant's account to your primary Account. Depending on the point-of-sale terminal capabilities, point-of-sale transactions may include cash back.

**Card Transaction Dollar Limits** - Using your card, the following daily limits apply:

| <u>Card Type</u>           | <u>ATM<br/>Withdrawals</u> | <u>Point-of-Sale<br/>Transactions</u> |
|----------------------------|----------------------------|---------------------------------------|
| ATM Card                   | \$300*                     | NA                                    |
| Home Equity Card           | NA*                        | \$5,000*                              |
| Debit Card                 | \$750                      | \$5,000                               |
| Business Debit Card        | \$750                      | \$8,000                               |
| Platinum Debit Card        | \$750                      | \$8,000                               |
| Private Banking Debit Card | \$500                      | \$5,000                               |

*\*ATM Cards may be used to withdraw cash or deposit funds at in-network ATMs only. ATM Cards may not be used at merchant or POS locations to pay for purchases*

*\*Home Equity cards may not be used to withdraw cash at an ATM or for "cash back" on purchases*

The per-card activity is further limited in that the number of transactions, cumulatively of all types, is limited to 20 per day. You may request modifications to these limits, which we may grant or deny in our sole discretion. We may impose additional restrictions or limitations at any time with or without cause and with or without notice, subject to applicable law. The withdrawal limit as stated in your product-specific disclosures is also subject to the amount of available funds in the designated Account.

**Card Transaction Preauthorization.** Any preauthorized amount will place a "hold" on your available funds until the merchant submits the final payment amount of your purchase. Once the final payment amount is received, the preauthorized amount on hold will be removed. It may take up to seven (7) days for the hold to be removed. During the hold period, you will not have access to the preauthorized amount.

- If you use your card at an automated fuel dispenser ("pay at the pump"), the merchant may preauthorize the transaction at a larger dollar amount.
- If you use your card at a restaurant, a hotel, for a car rental purchase, or for similar purchases, the merchant may preauthorize the transaction amount for the purchase amount plus up to 20% or more to ensure there are sufficient funds available to cover tips or incidental expenses incurred.

**International Transactions.** Transactions in foreign currencies will be converted to U.S. Dollars at the exchange rate determined by Visa® USA, Inc. or its affiliates ("Visa®"), using Visa®'s currency conversion procedures. Currently, the currency conversion rate is generally either wholesale market rate or a government-mandated rate in effect for the date of conversion, determined by Visa® in its sole discretion. The currency conversion rate used on the conversion date may differ from the rate in effect on the date you used your card. A conversion international transaction charge will be charged to the card at the discretion of the ATM or merchant point-of-sale terminal owner. In addition, we will charge an International Transaction Fee if such transaction was in U.S. Dollars but charged by a merchant who is outside of the U.S.

Please refer to your *Product Disclosure* and *Other Account Services* disclosure.

Please refer to our separate ATM and Debit Card Agreement for additional rules that apply.

### COMMON FEATURES FOR BUSINESS ACCOUNTS

Please refer to our separate *Other Account Services* disclosure, rate disclosure, and *Product Disclosure* for any fees that may apply, any minimum balance requirements, and current rates.

**Overdraft fee transaction categories** - The categories of transactions for which an Overdraft fee may be imposed include: Check, in-person withdrawal, ATM withdrawal, or other electronic means.

**Daily balance computation method** - We use the daily balance method to calculate the interest on your Account. This method applies a daily periodic rate to the collected principle in the Account each day.

**Accrual of interest on noncash deposits** - Interest begins to accrue no later than the Business Day we receive credit for the deposit of noncash Items (for example, Checks take at minimum 1 day for us to receive credit).

**Earnings Credit Allowance** - Analyzed Accounts feature an earnings credit allowance which, when accrued is applied to cover eligible fees and expenses on the Account. (unless otherwise stated in writing). If both an earnings allowance and interest accrue on your Account; the interest will be shown as an offset to the earnings allowance on the client analysis statement for your Account. If the earnings credit allowance exceeds the total maintenance, eligible expenses and activity fees for the statement cycle, the excess earnings credit will not be paid to your Account or carried forward to the next cycle. If the total of the eligible expenses and activity fees exceed the accrued earnings credit allowance on your Account for the cycle, we may debit your Account (or any other Account you maintain with us) or invoice you for the amount due.

### ANALYZED ACCOUNT

This section is part of your contract with us pertaining to 'Analyzed' Accounts. Your Analyzed Account statement reflects fees for treasury management and depository services purchased during the current period. For a list of treasury management and depository service fees, refer to the *Treasury Management Statement of Fees, Product Disclosure and Other Account Services* disclosure provided to you or contact Treasury Management Support.

**Earnings Credit Allowance Calculation** - The earnings credit allowance will be calculated by applying the earnings credit rate to the investable balance available for services for a cycle. The periodic earnings credit rate may change at any time. The rate appears on your Analyzed Account statement. You pay a service charge when your fees exceed your earnings allowance in a cycle.

**Negative Collected Calculation** - If the average daily collected balance in the Account is negative, a charge will be assessed against the Account equal to the month's highest Prime Rate + 3.50%.

**Exceptions** - The analysis system may not always change simultaneously with changes in compensating balances, Deposit Assessment Fee or other factors. We reserve the right to input changes in our system as of the beginning or end of any statement or analysis cycle. As a result, some changes input at the end of an analysis cycle may relate back to the entire analysis cycle.

**Limitation of Liability** - We will not be liable under any circumstances for special, indirect or consequential damages related to our Account analysis service actions or omissions. In no event will our liability exceed the amount of any Current Period Credit that we fail to apply against Current Period Analyzed Charges. You agree to review Account notices and statements immediately upon receipt and to send us a written notice of any problem within a reasonable time (not to exceed 14 days from the date you receive the first notice or statement reflecting the problem).

TC-BUSINESS 7/2025

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**Umpqua Bank has changed its legal name to Columbia Bank,** an Oregon state chartered commercial bank. We are owned by Columbia Banking System, Inc. Effective July 1, 2025, we changed the legal name of the bank from Umpqua Bank to Columbia Bank. We will continue to do business under the trade name Umpqua Bank until we publicly change the trade name to Columbia Bank later this year.

This is strictly a name change and does not reflect any other legal change. The bank is the same legal entity as before. Deposits made with Umpqua Bank are deposits made with Columbia Bank and are not insured separately by the FDIC. Contracts you have entered into with Umpqua Bank are contracts with the same entity, now called Columbia Bank.

If you have any questions or concerns regarding the legal name change of Umpqua Bank to Columbia Bank, please visit our website at [www.UmpquaBank.com](http://www.UmpquaBank.com) or contact us at (866) 486-7782.