



# Personal 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 clearing house," 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**Available Balance** - Means the amount of money that can be withdrawn from your Account at a point in time.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 one or more transactions have caused your Ledger Balance to become a negative number. For instance, an Overdraft can happen (a) by writing a Check without enough funds to pay the Check, but we nevertheless pay the Check, (b) by authorizing a withdrawal (such as an ACH or debit card transaction) from your Account that exceeds your Ledger Balance, (c) by making a deposit, withdrawing money based on the credit received from that deposit, but then having that deposit reversed because the deposited Item is later returned to us unpaid, (d) by withdrawing money from your Account and not having enough money in your Ledger Balance left to pay any related fees or charges posted to your Account, (e) when funds are credited to your Account in error and you use those funds, and the reversal of the credit causes your Ledger Balance to become a negative number, (f) when fees (e.g., monthly maintenance fees, etc.) are charged and those fees cause your Ledger Balance to become a negative number, and (g) other transactions that cause your Ledger Balance to become a negative number.

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

**You and your** - Means the Account holder(s) and anyone else with 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 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 the 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 fees, 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 your Account 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 fee, 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.

**AMENDMENTS AND TERMINATION** - We may change any term of this agreement including but not limited to terms that are found in the Truth in Savings Disclosure provided under Regulation DD. Although Regulation DD allows us to change certain Account terms without notice to you, we will give you reasonable written notice of any changes that do require notice under Regulation DD or any other applicable 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.

**CREDIT REPORTS** - You authorize us to obtain information about you, including a debit or credit report from third parties. If you ask, you will be told whether a credit report was requested and, if so, the name and address of the credit reporting agency that furnished the report. We may report information about your Account to credit bureaus. Defaults on your Account may be reflected in your credit report. If you become aware that information we reported or may report is inaccurate, you may notify us at the following address: PO Box 1820, Roseburg, OR 97470.

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

**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 Account 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 an Item 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 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.

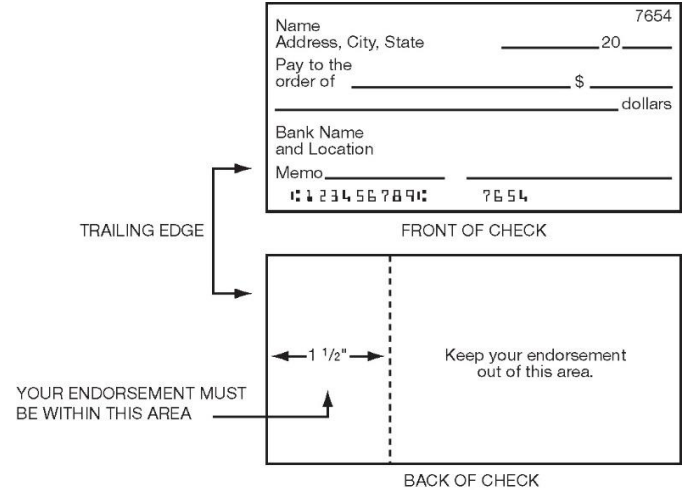
When you report missing, stolen or unauthorized Checks, we may recommend that you close your current Account and open a new Account. If we recommend you close your Account and you do not do so, we are not liable to you for subsequent losses on the Account due to forgery or other fraud. When you open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

**Errors relating to electronic fund transfers or substitute Checks** - For information on errors relating to electronic fund transfers (e.g., computer, debit card or ATM transactions), refer to the *Electronic Fund Transfers* section in this document and the sections on consumer liability and error resolution. For information on errors relating to a substitute Check you may receive from Umpqua Bank, refer to the disclosure entitled *Substitute Checks and Your Rights* (included with the substitute Check).

**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.

**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 1/2" 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 1/2" 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. We 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 us 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 from: (1) 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.

These endorsement guidelines apply to both personal and business Checks.

#### 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 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).

Any owner, including one of the owners of a joint Account, may add owners or authorized signers to an Account; however, we have the right to require the signature of all owners to make the change. Only under special circumstances and subject to prior approval by us may an owner remove an owner or authorized signer from an Account. No change in owners or authorized signers is effective until we have received written notice of the change and have had time to act on it.

**Postdated Checks** - A postdated Check is one that 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.

**Multiple signatures, electronic Check conversion, and similar transactions** - An electronic Check conversion transaction is a transaction where a Check or similar Item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions, the Check or similar Item is either removed from circulation (truncated) or given back to you.

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.

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.

**OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION** - These rules apply to this Account depending on the form of ownership and beneficiary designation, if any, specified on the Account records. We reserve the right to refuse some forms of ownership on any or all of our Accounts. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations except as they determine to whom we pay the Account funds.

**Individual Account** - Is an Account or certificate owned by one person.

**Joint Account - With Survivorship** - Is an Account or certificate owned by the named parties. Upon the death of any of them, ownership passes to the survivor(s). We may perform withdrawals and any other transactions at the request of any of you

without regard to ownership of the funds. Each of you agrees that we will not be liable for any losses due to your failure to notify us of changes in the relationship among you. You 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 of you or any signer on the Account upon which we rely. Each of you is jointly and severally liable for all obligations under these terms and conditions. This means that each of you is fully obligated under the terms and conditions including liability for Overdrafts, debit balances, and charges, irrespective of which of you created the Overdraft, deposited or cashed the Item, or benefited from the transaction. If any of you is indebted to us, we may enforce our rights against any and all funds in the Account, regardless of the source of the funds deposited in the Account.

**Joint Account - No Survivorship (As Tenants In Common)** - Is an Account or certificate owned by the named parties as Tenants in Common ("Tenants"). Upon the death of any party, the ownership interest of that party passes to the named pay-on-death payee(s) of that party or, if none, to the estate of that party. 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 any 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 the funds deposited in the Account.

**Payable on Death (P.O.D.) Account with Single Party** - Is an Account or certificate owned by the named party. Upon the death of that party, ownership passes to the named pay-on-death payee(s) in equal shares.

**Payable on Death (P.O.D.) Account with Multiple Parties** - Is an Account or certificate owned by the named parties. Upon the death of any of them, ownership passes to the survivor(s). Upon the death of all of them, ownership passes to the named pay-on-death payee(s) in equal shares.

**Trust Account Subject to Trust Authorization** - We will abide by the terms of any lawful Trust Authorization that clearly pertains to the Account and that you file with us. We may request other related documents and authorizations that we may deem necessary or appropriate.

**Informal Trust or Pay-On-Death Account** - Is an Account or certificate owned by the named party or parties. If two or more of you create this type of Account, you own the Account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the Account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the Account, beneficiaries will own this Account in equal shares, without right of survivorship. The person(s) creating either of these Account types may: (1) change beneficiaries, (2) change Account types, and (3) withdraw all or part of the Account funds at any time.

**UTMA ACCOUNTS** - Under the Uniform Transfers to Minors Act, the funds in the Account are owned by the child. The Account may be accessed only by the custodian (or successor custodian), and the funds must be used for the benefit of the child. We, however, have no duty or agreement whatsoever to monitor or ensure that the acts of the custodian (or successor custodian) are for the child's benefit. We are not responsible for monitoring age or eligibility for an UTMA Account, even though our records may include the minor's date of birth. It is the custodian's responsibility to properly distribute the funds in the Account upon the minor's death or attainment of the age of majority. For this type of Account, the child's SSN/TIN is used for the Backup Withholding Certification (described below).

**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.

**AGENT (Individual Accounts only)** - A single individual is the owner. The agent is merely designated to conduct transactions on the owner's behalf. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

**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 insure 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 a 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.

**AUTHORIZED SIGNER (Individual Accounts only)** - A single individual is the owner. An authorized signer is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the Account, and the authorized signer may not in any manner affect the rights of the owner or beneficiaries, if any. The owner is responsible for any transactions of the authorized signer. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

The owner may terminate the authorization at any time, and the authorization is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the authorized signer until: (1) we have received written notice or have actual knowledge of the termination of authority, and (2) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept an authorized signer.

**DEATH OR INCOMPETENCE OF ACCOUNT OWNER** - Notify us immediately if any Account owner dies or is declared incompetent by a court. Until we receive notice otherwise, we may act as if all owners 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 documents we request to verify the death or incompetence, as well as who is entitled to the funds. If an Account owner 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 owner owes us a debt at the time of death, we are authorized to exercise our right of setoff.

**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 (ECCHO), 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.

**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 or name 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 by using the most recent address we have on file.

**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 a social security number (SSN). The appropriate TINs for various other types of Accounts are:

Account type - TIN

Individual - SSN of the individual.

Joint Account - SSN of a designated owner named on the Account.

Uniform Gift/Transfer to Minor - SSN of the minor.

Informal (Revocable) Trust - SSN of the owner.

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.

**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).

**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 another 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.

**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.

**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 on 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 an Umpqua Bank location, checks clearing, ATM and POS 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.

**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.

**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.

**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 where the owner decides where and how to invest the balance is up to \$250,000. Deposit insurance for the other ownerships is up to \$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.

**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 owe us now or in the future. We also may set off funds in this Account pursuant to the common-law right of setoff. This right of setoff does not apply to this Account if prohibited by law. If the law imposes conditions or limits on our ability to take or set off funds in your Accounts, to the extent that you may do so by contract, you waive those conditions and limits. For example, the 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.

**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 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 not 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.

**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.

**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 (and is therefore subject to Overdraft fees) or NSF. 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 Personal 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.

**Overdraft coverage and Overdraft fees** - An Overdraft occurs when one or more transactions have caused your Ledger Balance to become a negative number. We are not obligated to pay any Item presented for payment if paying such Item would cause an Overdraft. However, if you maintain your Account in good standing (defined generally as your Account having a positive Ledger Balance) and there are no legal orders outstanding (including notice of bankruptcy filing), we may approve reasonable Overdrafts as a non-contractual courtesy. We are not obligated to notify you when an Overdraft occurs.

We can cover your Overdrafts (and charge Overdraft fees) in two different ways:

1. We have standard Overdraft services that usually come with approved checking Accounts.
2. We also offer optional Overdraft services that you have to opt into, such as a link to another deposit Account or line-of-credit, or coverage of ATM and everyday debit card transactions. This may be less expensive than our standard Overdraft services.

**Multiple Representation of Items** - Be aware that Items may be presented multiple times and as frequently as daily and that we do not monitor or control the number of times an Item is presented for payment.

**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 for NSF 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 in the order in which they are received.
- Second, we will 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, followed by on-us transactions, which includes non-Check withdrawals and Checks written to and deposited by other Umpqua Bank customers over the counter in the order in which they are received.
- Next, 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 be generally posted according to the dollar amount with the smallest Items being processed first.

Please note that if an Item is presented to us and your Ledger Balance is not sufficient to pay it, we may, at our discretion, pay the Item (creating an Overdraft, in which case you may be charged an Overdraft fee) or return the Item for NSF.

**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. See the *Other Account Services Disclosure* for additional details and fees associated with these returned Items. 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 claims the Item 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. You agree to repay us immediately.

**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 in writing 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).

**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 and costs) 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).

**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.

**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 and costs. 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).

**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.

**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.

**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 or other Items, but we may reopen your Account if we receive a deposit. We will have no liability for refusing to honor any Check or other Item drawn on a closed Account. We have the right to advise consumer reporting agencies and other third-party reporting agencies of Account closure for misuse or otherwise.

**WAIVER OF THESE RULES** - We may elect to waive any of our fees or rules as allowed by state or federal law. If we elect to waive a fee or rule or do not otherwise charge a fee or enforce a rule, such waiver of a fee or rule will apply only on that occasion. We do not waive the right to charge the fee or enforce the rule at a subsequent time.

## ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

This Electronic Fund Transfer disclosure applies to consumer Accounts only, as defined by Regulation E.

**Types of Electronic Fund Transfer Transactions.** Below are Electronic Fund Transfers you may authorize from time to time, some of which may not apply to your Account. This disclosure provides your rights and obligations for the transaction types listed.

See your *Product Disclosure* and *Other Account Services Disclosure* for fees that may apply.

**Automated Clearing House (ACH) Transfers Initiated By Third Parties.** You may authorize a third party to initiate electronic fund transfers between your Account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the ACH or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a Check to an electronic fund transfer or to electronically pay a returned Check charge can occur when a merchant provides you with notice, and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third-party transfers will require you to provide the third party with your Account number and bank information. This information can be found on your Check as well as on a deposit or withdrawal slip. Thus, you should only provide your bank and Account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include but are not limited to:

- **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your checking, savings, or money market Account(s).
- **Preauthorized payments and debits.** You may make arrangements to pay certain recurring bills from your checking, savings, or money market Account(s).
- **Electronic Check conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking Account using information from your Check to pay for purchases or pay bills.
- **Electronic returned Check charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a Check is returned for non-sufficient funds.

**Telephone Transfers** - You may access your Account by telephone 24 hours a day, seven days a week (other than during maintenance or downtime), at 866-486-7782 using your personal identification number (PIN), a touch tone phone, and your Account numbers, to:

- Transfer funds between deposit Accounts,
- Advance funds from a line of credit to a deposit Account,
- Make consumer loan or line of credit payments from a deposit Account, and
- Get information about Account balances and recent transactions on any deposit or loan you hold with the bank

Telephone transfers must be preauthorized by you.

**Online Banking Transfers.** You may access your Account(s) 24 hours a day (other than during maintenance or downtime) by visiting our website at [www.umpquabank.com](http://www.umpquabank.com), registering for online banking access, and using your appropriate credentials to perform the activities listed below. Specific activities may require the use of a specific online banking product, which may be subject to additional terms and conditions and/or additional authorization.

- Transfer funds between internal and external checking, money market and/or savings Accounts,
- Advance funds from line of credit to checking or savings,
- Make payments from checking, money market, or savings to loan Accounts with us,
- Make payments with bill pay service from checking to third-party payees,
- Place "Stop-Payment" requests. Note that ACH stop-payments cannot be made via online banking,
- Reorder Checks,
- Review online Account statements,
- Obtain Account balance information and recent transaction history, and
- Obtain images of processed Checks.

Note that online access will be granted based upon the requester providing acceptable information to confirm their identity as an owner or authorized signer of the Account(s). The information requested may vary.

**Mobile App Transfers.** You may initiate a funds transfer request person to person using a linked demand deposit Account or between internal and external checking, money market and/or savings Accounts via Umpqua Bank's Mobile apps. This requires you to download the specific apps on your mobile phone, register to access, and agree to a separate Terms and Conditions prior to use. See your *Online & Mobile Banking User Agreement*.

**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, and
- 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. 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 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. It is your responsibility to ensure that your Ledger Balance is sufficient to cover all transfers, transactions and authorization holds at any time.

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

Card Type	ATM Withdrawals	Point-of-Sale Transactions
ATM Card	\$300*	NA
Home Equity Card	NA**	\$5,000**
Debit Card	\$500	\$3,000
Business Debit Card	\$500	\$5,000
Platinum Debit Card	\$500	\$5,000
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 Balance 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. Please note that, during the hold period, you may not have access to the preauthorized amount for certain kinds of transactions. For example:

- 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 of international transaction charge will be charged to the card. In addition, an International Transaction Fee will be charged 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.

### ELECTRONIC FUND TRANSFER FEES

Please refer to your *Product Disclosure* and *Other Account Services Disclosure* for any fees that may apply to electronic fund transfers.



## ELECTRONIC FUND TRANSFER DOCUMENTATION

- **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your Account using an automated teller machine or point-of-sale terminal.
- **Periodic statements.** You will get a monthly Account statement from us for your checking Accounts.

You will get a quarterly Account statement from us for your savings Accounts unless there is any transfer in a particular month, in which case you will get a monthly statement.

### PREAUTHORIZED PAYMENTS-

**Right to stop-payment.** If you have told us in advance to make regular payments out of your Account, you can stop any of these payments. See the Stop Payments section in this disclosure.

- Contact us three (3) Business Days or more before the preauthorized payment is scheduled to be made. To place a stop-payment on an Item, visit your local Umpqua Bank Branch or contact us at: 866-486-7782.
- Please refer to the separate Other Account Services Disclosure for the amount we will charge you for each stop-payment order you give.

**Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay is required to tell you ten (10) days before each payment when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

### FINANCIAL INSTITUTION'S LIABILITY

If we do not complete a transfer to or from your Account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If through no fault of ours you do not have enough money in your Account to make the transfer.
- If you have an Overdraft line and the transfer would go over the Overdraft line limit.
- If the automated teller machine where you are making the transfer does not have enough cash.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (including but not limited to fire, flood, or pandemic) prevent the transfer despite reasonable precautions that we have taken.
- If we do not complete the transfer because we suspect fraud or other illegal activity, or to prevent loss to you, us or any third party.
- As stated in our agreement with you.

### CONFIDENTIALITY

We will disclose information to third parties about your Account or the transfers you make:

- Where it is necessary for completing transfers;
- In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant;
- In order to comply with government agency or court orders; or
- As explained in the separate Privacy Policy.

### UNAUTHORIZED TRANSFERS

#### Consumer liability.

• **Generally.** Tell us AT ONCE if you believe your card and/or PIN has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your Check. Telephoning is the best way of keeping your possible losses down. Your failure to alert us of a lost or stolen card or PIN or unauthorized electronic fund transfer could result in the loss of all of the money in your Account (plus your maximum Overdraft line of credit, if applicable). If you tell us within two (2) Business Days after you learn of the loss or theft of your card and/or PIN, you can lose no more than \$50 if someone used your card and/or PIN without your permission.

If you do NOT tell us within two (2) Business Days after you learn of the loss or theft of your card and/or PIN, and we can prove we could have stopped someone from using your card and/or PIN without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make including those made by card, PIN, or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods.

**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.

**Contact in event of unauthorized transfer.** If you believe your card and/or PIN has been lost or stolen, you must notify us immediately by calling the customer service number on your statement or by writing to the address or calling the number listed in the Error Resolution Notice section of this document. If unauthorized activity occurs, you agree to cooperate during the investigation and to complete and sign a *Declaration of Unauthorized Use/Error Resolution Form*. You should also call the

customer service number on your statement or write to the address or call the number listed in the *Error Resolution Notice* section of this disclosure if you believe a transfer has been made using the information from your Check without your permission.

### ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers, or if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt, call or write us at the number and address listed below as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and Account number (if any).
2. Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days.

We will determine whether an error occurred within ten (10) Business Days (twenty (20) Business Days if the transfer involved a new Account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new Account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this and you have reported the error within 60 days of the first statement the error appears on, we will credit your Account within ten (10) Business Days (20 Business Days if the transfer involved a new Account) for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not credit your Account. Your Account is considered a new Account for the first 30 days after the first deposit is made unless each of you already has an established Account with us before this Account is opened.

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

You may ask for copies of the documents that we used in our investigation. If you have any questions, please visit your local Umpqua Bank Branch, call us at 833-898-0981 or write to us at:

### ELECTRONIC DISPUTES

P.O. BOX 19243

SPOKANE, WASHINGTON 99219

### NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER SAFETY PRECAUTIONS

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

- Prepare for your transactions at home to minimize your time at the ATM or night deposit facility.
- Mark each transaction in your Account record but not while at the ATM or night deposit facility. Always save your ATM receipts. Do not leave them at the ATM or night deposit facility because they may contain important Account information.
- Compare your records with the Account statements you receive.
- Do not lend your ATM or Debit card to anyone.
- Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
- Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM or Debit card as though it were cash. Do not tell anyone your PIN. Do not give anyone information regarding your card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Do not write your PIN where it can be discovered. For example, do not keep a note of your PIN in your wallet or purse.
- Prevent others from seeing you enter your PIN by using your body to shield their view.
- If you lose your ATM or Debit card or if it is stolen, promptly notify us. You should consult the section of this disclosure about electronic fund transfers for additional information about what to do if your card is lost or stolen.
- When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well-lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
- Do not accept assistance from anyone you do not know when using an ATM or night deposit facility.
- If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card, and leave. You might consider using another ATM or coming back later.
- Do not display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
- At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.

- We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

## FUNDS AVAILABILITY POLICY YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to “transaction” Accounts. Transaction Accounts, in general, are Accounts that 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 covered 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 9:00 P.M. PT on a Business Day will be considered deposited on this day. However, deposits made at an Umpqua ATM after 9:00 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 financial institution, we may withhold the availability of a corresponding amount of funds that are already in your Account. Those funds will be available at the time funds from the Check we cashed would have been available if you had deposited it.

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 \$5,525 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 your Ledger Balance was negative, or your Ledger Balance would have become negative in the amount of \$5,525 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. You can ask if you need to be sure about when a particular deposit will be available for withdrawal.

### SPECIAL RULES FOR NEW ACCOUNTS

If you are a new customer, the following special rules may apply during the first 30 days your Account is open.

Funds from electronic deposits and cash will be available on the day we receive the deposit. The first \$5,525 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 \$5,525 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 \$5,525 will not be available until the 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.

## TRUTH-IN-SAVINGS DISCLOSURE

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

### Consumer Checking Accounts

**Rate Information** - Your interest rate and annual percentage yield may change.  
**Frequency of rate changes** - We may change the interest rate on your Account at any time.

**Determination of rate** - At our discretion, we may change the interest rate on your Account.

**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.

**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).

**Additional information** - Please refer to our separate *Other Account Services Disclosure*, *Deposit Rate Disclosure*, and *Product Disclosure* for any fees that may apply, any minimum balance requirements, and current interest rates.

### Consumer Savings Account

**Rate Information** - Your interest rate and annual percentage yield may change.  
**Frequency of rate changes** - We may change the interest rate on your Account at any time.

**Determination of rate** - At our discretion, we may change the interest rate on your Account.

**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.

**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).

### Transaction limitations:

Federal regulation limits these Accounts to six transfers or withdrawals per statement cycle if by preauthorized, automatic, telephone, or computer transfer. There is no limit to withdrawals or transfers made in person, by ATM or for a loan payment to us. You will be sent a notice and charged according to the current *Product Disclosure* and *Other Account Services Disclosure* when transfer limits are exceeded. If you continue to exceed transaction limits for this type of Account after we have contacted you, your Account may be subject to closure or transferred to a transactional Account.

**Additional information** - Please refer to our separate *Other Account Services Disclosure*, *Deposit Rate Disclosure*, and *Product Disclosure* for any fees that may apply, any minimum balance requirements, and current interest rates.

### Consumer Money Market Account

**Rate Information** - Your interest rate and annual percentage yield may change.  
**Frequency of rate changes** - We may change the interest rate on your Account at any time.

**Determination of rate** - At our discretion, we may change the interest rate on your Account.

**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.

**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).

### Transaction limitations:

Federal regulation limits these Accounts to six transfers or withdrawals per statement cycle if by preauthorized, automatic, telephone, or computer transfer. There is no limit to withdrawals or transfers made in person, by ATM or for a loan payment to us. You will be sent a notice and charged according to the current *Product Disclosure* and *Other Account Services Disclosure* when transfer limits are exceeded. If you continue to exceed transaction limits for this type of Account after we have contacted you, your Account may be subject to closure or transferred to a transactional Account.

**Additional information** - Please refer to our separate *Other Account Services Disclosure*, *Deposit Rate Disclosure*, and *Product Disclosures* for any fees that may apply, any minimum balance requirements, and current interest rates.

### 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 a few Items regarding 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 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 we receive and deposit your 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 CDs 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.

**Court Ordered and Minor Settlement Accounts** - Early Withdrawal Penalties will not be assessed if the minor account owner ("Protected Person") of a CD account established for the purposes of a court order or minor settlement arrangement reaches the age of 18 during the CD term and subsequently elects to withdraw funds prior to the maturity date of the CD.

**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.

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