



# UMPQUA BANK

## Business

### Rules & Regulations

#### General Policies & Disclosures

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# TERMS AND CONDITIONS OF YOUR ACCOUNT

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

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

**Account** - Means any deposit account you have with us (such as a checking, savings, money market, or Certificate of Deposit) that is covered by this agreement.

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

**Business Day** - Means every day except Saturdays, Sundays, or federal holidays. Some store 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.

**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.

**Overdraft** - Means an overdraft occurs when you do not have enough money in your checking account to cover a transaction, but we pay it anyway.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT** - To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

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

**AGREEMENT** - This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully. If you sign the signature card or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us at 1-866-486-7782.

This agreement is subject to applicable federal laws and the laws of the state of Oregon (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

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

As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. 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 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 which are not covered by this agreement.

Each of you also agrees to be liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft. You will also be liable for our costs to collect the deficit as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account including, but not limited to, disputes

between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account.

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

**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 which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing endorsement, claim of alteration, encoding error or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository (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 our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check for deposit, we may require any third-party endorsers to verify or guarantee their endorsements, or endorse in our presence.

**ACCOUNT OPENING** - To open your account, you must complete the proper forms and provide us with any other documents, information or forms that we may require to establish an account with us. The requirements include, but may not be limited to, acceptable forms of identification, any required minimum deposit, and your Taxpayer Identification Number.

## WITHDRAWALS -

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

**Postdated checks** - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check.

**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 we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. 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 bears designs or security features that allow checks to be reproduced clearly.

Your failure to deposit or draw items which 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.

*You are an entity generating Remotely Created Checks as payment for your services:* If you intend to, now or in the future, process remotely created checks, you warrant and agree to the following:

- (a) you will notify us prior to processing remotely created checks; and
- (b) for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; (3) you will place value "6" in the EPC field (Position 44) of the MICR line indicating this is a Remotely Created check; and (4) if a check is returned, you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.
- (c) We reserve the right to disallow remotely created check activity on your account.

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

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

We can cover your overdrafts in two different ways:

1. We have standard overdraft services that usually come with approved checking accounts. Please refer to the *Overdraft Disclosure for Business Checking Account*, your *Product Disclosure* and the *Other Account Services* disclosure for details and fees.
2. We also offer optional overdraft services, such as a link to another deposit account or line-of-credit, which may be less expensive than our standard overdraft services. Please refer to the *Overdraft Transfer Service Authorization and Agreement*, your *Product Disclosure* and the *Other Account Services* disclosure for details and fees.

**Multiple signatures, electronic check conversion, and similar transactions -**

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

**TWO SIGNATURES** - We do not offer accounts on which two signatures are required for a check or other withdrawal. You agree that if any account purports to require two or more signers on items drawn on the account, such provision is solely for your internal control purposes and is not binding on us. If more than one person is authorized to write checks or draw items on your account, you agree that we can honor such items signed by any authorized signer, even if

there are two or more lines on the items for signatures and two signatures are required.

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

**BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS** - Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

**JOINT ACCOUNT - NO SURVIVORSHIP (As Tenants In Common)** - Is an account or certificate owned by the named parties as Tenants in Common ("Tenants"). Upon death of any party, the ownership interest of that party passes to the named pay-on-death payee(s) of that party or, if none, of the estate of that party. The Tenants are solely responsible for determination of their ownership of funds in the account. We may perform withdrawals and any other transactions at the request of the Tenant without regard to ownership of the funds. Each Tenant agrees that we will not be liable for any losses due to a Tenant's failure to notify us of changes in the relationship among the Tenants. You, as Tenants, agree jointly and severally to indemnify and hold us harmless for and from any claim or liability as a result of the unauthorized acts of any Tenant or any signer on the account upon which we rely. Each Tenant is jointly and severally liable for all obligations under these terms and conditions. This means that each Tenant is fully obligated under the terms and conditions including liability for overdrafts, debit balances, and charges, irrespective of which Tenant created the overdraft, deposited or cashed the item, or benefited from the transaction. If any Tenant is indebted to us we may enforce our rights against any and all funds in the account, regardless of the source of funds deposited into the account.

**STOP-PAYMENTS** - You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it.

To be effective, your stop-payment order must precisely identify the item number, date and amount of the item, and the payee.

You may stop-payment on any item drawn on your account whether you sign the item or not. A release of the stop-payment request may be made by any signer on the account. We are not obligated to notify you when a stop-payment order expires.

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

Additional limitations on our obligation to stop-payment are provided by law (e.g., we paid the item in cash or we certified the item).

To place a stop-payment on an item, visit your local Umpqua Bank store or contact us at: 866-486-7782.

**TELEPHONE TRANSFERS** - A telephone transfer can only be made between accounts with identical ownership. If ownership differs, a separate withdrawal and deposit must be made between accounts. Unless a different limitation is disclosed in writing, Federal Regulations limit the number of transfers from a savings account or money market account to another account or to third parties, to a maximum of six per month (less the number of "preauthorized transfers" during the month). Other account transfer restrictions may be described elsewhere.

**TRANSFER LIMITATIONS** - For savings and money market accounts you may make up to six transfers or withdrawals by means of a preauthorized, automatic, or telephone transfer to another account of yours or to a third party or by check, debit card, 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 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.

**AMENDMENTS AND TERMINATION** - We may change any term of this agreement. Rules governing changes in interest rates are provided separately in the product disclosure and interest rate disclosure. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account. Reasonable notice depends on

the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. If your account reaches a zero balance, or you apply for an account but never deposit funds into it, we may either keep the account open or close the account without notice. We may send you written notice that we have closed or will close your account and return the account balance less any fees, claims or setoffs. After your account is closed, we have no obligation to accept deposits or pay any outstanding checks. We will have no liability for refusing to honor any check drawn on a closed account. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

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

**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" 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 won't be more than 32 days or less than 28. The specific dates covered by your account statement will be on your statement. Statements are a valuable tool to help prevent fraudulent or mistaken transfers. Your statement will show the transactions that occurred in connection with your account during the statement period. Daily review of your account activity in online banking can also significantly reduce your exposure to fraudulent losses. Contact us if you do not receive your regular statement.

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

**Your duty to report unauthorized signatures, alterations and forgeries on checks** - You must examine your account statement with "reasonable promptness" to protect your rights, including your right to dispute a transaction that you believe is forged, unauthorized, missing a signature or endorsement, altered, a missing or diverted deposit, illegible image or any other error or discrepancy relating to your account. If you discover (or reasonably should have discovered) 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 do either of these duties, you will have to either share the loss with us, or you will bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). In that regard, we process checks and other items by automated means and do not visually examine all checks or other items. You agree that we do not fail to exercise ordinary care because we use these automated procedures. You also agree that we do not fail to exercise ordinary care 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 the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of thirty (30) days from when the statement is first sent or made available to you. The account statement will be considered correct for all purposes unless you notify us in writing within a reasonable period of time not exceeding thirty (30) calendar days after the periodic statement is sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations, or forgeries in your account within sixty (60) days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement whether or not we used ordinary care, and as between you and us the loss will be entirely yours.

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

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

**ACCOUNT TRANSFER** - If you attempt to transfer or assign all or a part of your account, we will not be bound by the transfer or assignment until we agree in writing to the transfer or assignment. We are not required to accept or recognize any transfer or assignment. Unless we agree otherwise in writing, any rights of a transferee or assignee will be subject to our right of setoff or prior security interest. We have no obligation to notify you or any other person before disbursing any funds from your account in accordance with what we in good faith believe to be the terms of the transfer or assignment.

**DIRECT DEPOSITS** - If, in connection with a direct deposit plan, we deposit any amount in an account which 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.

**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. For this reason, we are not required to honor any restrictive legend or endorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks.

**RETURNED ITEMS** - If a check or other item you deposit or cash is returned to us for any reason, at any time, we may debit your account for the amount of the item. We may also debit your account for any interest you may have provisionally earned on the item. We also charge you a fee for each returned item. See your current *Product Disclosure* and *Other Account Services* disclosure. We may debit your account for a returned item at any time on or after the day it is returned to us by electronic or other means, or the day we receive notice that the item is being returned to us - whichever is earlier. Furthermore, if an item deposited in your account has been paid by the financial institution on which it is drawn and that institution later returns the item to us claiming that it was altered, forged or unauthorized or should not have been paid for any other reason, we may debit your account for the amount of the item. If you have insufficient funds to cover a returned item, we may overdraw your account. You agree to repay us immediately.

**SECURITY INTEREST IN ACCOUNTS** - You hereby assign, pledge and grant to us and to our Affiliates a security interest in all of your right, title and interest in and to any account(s) (as that term is defined in the Uniform Commercial Code) 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 any agreement with or obligation owing to us or our Affiliates. You hereby authorize us or our Affiliates to withdraw Account Funds from your account(s) without prior notice to you at any time that a default has occurred. You hereby agree to indemnify, defend and hold us and our Affiliates harmless from and against any and all claims, demands, actions, causes of action, losses, damages, costs and expenses (including attorneys' fees) sustained or incurred by us or our Affiliates resulting from our or our Affiliate's withdrawal or attempted withdrawal of Account Funds from the account(s).

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

Our policy is to process deposits received on your account each day prior to posting any debits received on the same day. Debits will be posted to your account in the following order: We will process wire transfers first in the order in which they are received. We process ATM/Debit Card transactions second in the order in which they are received. Next, we will process checks presented over the counter at Umpqua Bank Store locations. 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. If a check, item or transaction is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item for insufficient funds (non-sufficient funds - NSF). There is no policy that is favorable in every instance. If the smallest items are paid first, you may have fewer NSF or overdraft fees, but the largest, and perhaps more important items (such as rent or mortgage payments) might not be paid. However, if the largest items are paid first, your most important items might be paid but it may increase the overdraft or NSF fees if funds are not available to pay all of these items.

The amounts of the overdraft and NSF fees are disclosed elsewhere. We encourage you to keep careful records and practice good account management.

This will help you to avoid creating items without sufficient funds and incurring the resulting fees.

**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 unless you notify us in writing that the check requires multiple endorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

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

**TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES** - If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check for 60 days. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

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

**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.

**FUNDS TRANSFERS (ACH AND WIRE TRANSFERS)** - The terms used in this section have the meaning given to them in Article 4A of the Uniform Commercial Code - Funds Transfers (UCC 4A). This section will generally not apply to you if you are a consumer. However, even if you are a consumer, this section will apply to that part of any funds transfer that is conducted by Fedwire. This section is subject to UCC 4A as adopted in the state in which you have your deposit with us. This agreement is also subject to all clearing house association rules, rules of the Board of Governors of the Federal Reserve System and their operating circulars. If any part of this agreement is determined to be unenforceable, the rest of the agreement remains effective. This agreement controls funds transfers unless supplemented or amended in a separate written agreement signed by us. This agreement does not apply to a funds transfer if any part of the transfer is governed by the Electronic Fund Transfer Act of 1978 (EFTA), except this agreement does apply to a funds transfer that is a remittance transfer as defined in EFTA unless the remittance transfer is an electronic fund transfer as defined in EFTA.

**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. Credit entries may be made by ACH.

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

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

notice, we are not liable to pay you as restitution any interest on a withdrawable credit in a non-interest-bearing account.

**Cutoff time** - If we do not receive your payment order or communication canceling or amending a payment order before our cutoff time on a funds transfer day for that type of order or communication, the order or communication will be deemed to be received at the opening of our next funds transfer business day. Any communications canceling or amending a payment order must be received by the cutoff time for that type of order, or before the funds have been transmitted as in the case of a wire transfer.

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

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

**Duty to report unauthorized or erroneous payment** - You must exercise ordinary care to determine that all payment orders or amendments to payment orders that we accept that are issued in your name are authorized, enforceable, in the correct amount, to the correct beneficiary, and not otherwise erroneous. If you discover (or with reasonable care should have discovered) an unauthorized, unenforceable, or erroneously executed payment order or amendment, you must exercise ordinary care to notify us of the relevant facts. The time you have to notify us will depend on the circumstances, but that time will not in any circumstance exceed 14 days from when you are notified of our acceptance or execution of the payment order or amendment or that your account was debited with respect to the order or amendment. If you do not provide us with timely notice you will not be entitled to interest on any refundable amount. If we can prove that you failed to perform either of these duties with respect to an erroneous payment and that we incurred a loss as a result of the failure, you are liable to us for the amount of the loss not exceeding the amount of your order.

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

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

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

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

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

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

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

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

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

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

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

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

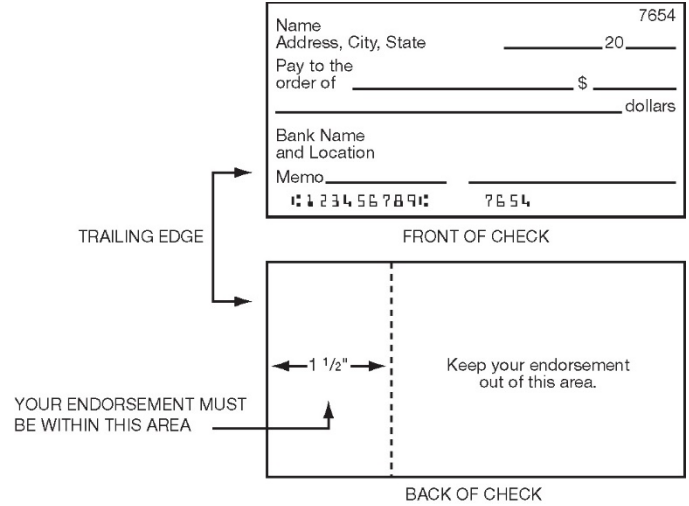
**POWER OF ATTORNEY** - You may wish to appoint an agent to conduct transactions on your behalf. (We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the agent are for your benefit.) This may be done by allowing your agent to sign in that capacity on the signature card or by separate form, such as a power of attorney. A power of attorney continues until your death or the death of the person given the power or we receive notice as stated below. If the power of attorney is not "durable," it is revoked when you become incompetent. We may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the authority or the death of an owner, and (b) we have had a reasonable opportunity to act on that notice or knowledge. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given by an agent acting under a valid power of attorney.

**FDIC INSURANCE** - Funds in your account(s) with us are insured by the Federal Deposit Insurance Corporation (FDIC) and backed by the full faith and credit of the United States. The amount of insurance coverage you have depends on the number of accounts you have with us that are of different "ownership." An individual account is one unique form of "ownership"; a joint account, a pay-on-death account, and a self directed qualified retirement account (e.g., an IRA) are examples of some of the others. Deposit insurance for a person's self directed qualified retirement account is up to \$250,000. (An IRA is a self directed qualified retirement account as is any account where the owner decides where and how to invest the balance.) Deposit insurance for the other ownerships is at least \$250,000 per interest of the owner. If you want a more detailed explanation or additional information, you may ask us or contact the FDIC. You can also visit the FDIC website at [www.fdic.gov](http://www.fdic.gov) and click on the Deposit Insurance link. The link includes detailed contact information as well as a deposit insurance estimator.

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

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

These endorsement guidelines apply to both personal and business checks.

**Third Party Funds** - Acceptance of third party checks is at our discretion. If you deposit funds that belong to others ("Beneficial Owners") in your account, you represent to us that:

- (a) you are authorized by the Beneficial Owners to benefit from any interest or analyzed Current Period Credit ("Account Earnings") related to your account, and
- (b) your use of the Beneficial Owners' funds and associated Account Earnings will not violate any agreement, law or regulation.

You also 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 your use of the Beneficial Owners' funds, the Account Earnings or the manner in which you compensate or charge Beneficial Owners for your use of our account services. This provision shall survive the termination of this agreement.

**FICTITIOUS BUSINESS NAME ACCOUNTS** - If the name in which the account is held is fictitious, each account holder represents that one or more of the account holders have the right to use that name and have fulfilled all legal requirements for using and/or doing business under that name.

**UNCLAIMED PROPERTY** - The law establishes procedures under which unclaimed property must be surrendered to the state. We may have our own rules regarding dormant accounts. We may charge a fee for dormant accounts as disclosed 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.

**DEATH OR INCOMPETENCE OF AN 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 and all 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.

**FIDUCIARY ACCOUNTS** - Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the



capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

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

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

**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.

**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 and secondary owned accounts will be linked at enrollment. Additional primary owned accounts may also be identified and automatically linked during the statement period. You can request to link additional accounts at any time. We reserve the right to refuse to link accounts that do not meet eligibility criteria. If we determine that a linked account is no longer eligible, we may remove the links at any time without notifying you.

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

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

**LEGAL ACTIONS AFFECTING YOUR ACCOUNT** - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action. Or, at our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action 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.

**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. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (1) it is an Individual Retirement Account or similar tax-deferred account, or (2) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (3) the debtor's right of withdrawal only arises in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

**SECURITY** - It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card, Online Banking Login ID and Password) 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 which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized.

Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you fail to exercise ordinary care in the safekeeping of your financial information, and it substantially contributes to the loss, you may bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss).

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

**MONITORING AND RECORDING TELEPHONE CALLS AND CONSENT TO RECEIVE COMMUNICATIONS** - We may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording. We need not remind you of our recording before each phone conversation.

To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account from time to time by telephone, text messaging or email. 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 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 or email if we detect a suspicious transaction on your account.

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

**CLAIM OF LOSS** - If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

**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 10 days after the maturity date on renewable CDs. You can withdraw your CD principal without paying an early withdrawal penalty, make additional deposits, or change the rate or term of your CD only during the grace period on renewable CDs.

**Accrual of interest on noncash deposits** - Interest begins to accrue on the business day you deposit noncash items (for example, checks).

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

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

**CD Renewal** - Unless otherwise stated in the specific terms for each CD, your CD is automatically renewable for the original term of your CD and the interest rate for each renewal period will be the rate offered by us for CDs like yours on the maturity date of the immediately preceding term. A CD maturity notice is mailed to you shortly before maturity reminding you that your CD is maturing. If you do not withdraw your funds on the maturity date or within ten 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.

**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 days interest. For terms greater than 31 days and up to and including one year (365 days, or 366 days in a leap year), the early withdrawal penalty is equal to \$25.00 plus 1% of the principal amount withdrawn. For terms greater than one year, the early withdrawal penalty is equal to \$25.00 plus 3% of the principal amount withdrawn. 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.

We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal

penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal.

**ADDRESS OR NAME CHANGES** - You are responsible for notifying us of any change in your address or your name. You may notify us of an address change in writing, in person at a store, through Online Banking or over the phone. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us.

**RESOLVING ACCOUNT DISPUTES** - We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons. We may also freeze your account if we receive conflicting instructions from owners or signers, pending resolution of the conflict by joint written instructions from the conflicting parties or by final court determination.

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

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

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

**If you close your account:**

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

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

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

**INTERNATIONAL ACH TRANSACTIONS** - Financial institutions are required by law to scrutinize or verify any international ACH transaction (IAT) that they receive against the Specially Designated Nationals (SDN) list of the Office of Foreign Assets Control (OFAC). This action may, from time to time, cause us to temporarily suspend processing of an IAT and potentially affect the settlement and/or availability of such payments.

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

*Additional Limit on Liability for Debit Card.* Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Debit Card. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, or to transactions using your PIN which are not processed by VISA®. Visa is a registered trademark of Visa International Service Association.



## FUNDS AVAILABILITY POLICY YOUR ABILITY TO WITHDRAW FUNDS

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

Our 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

Monday through Friday, excluding federal holidays, are considered business days. Deposits made at our stores 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 stores 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 bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

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

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

### SPECIAL RULES FOR NEW ACCOUNTS

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

Funds from electronic direct deposits and cash will be available on the day we receive the deposit. The first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 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 \$5,000 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the seventh business day after the day of your deposit. You can ask if you need to be sure about when a particular deposit will be available for withdrawal.

## CARD ACCESS FOR BUSINESS ACCOUNTS

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

- Make deposits to a deposit account
- Make cash withdrawals from deposit accounts
- Transfer funds between deposit accounts
- Obtain account balance information from a deposit account

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

**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. A debit card authorization hold may cause an overdraft if sufficient funds are not available in the account.

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

<u>Card Type</u>	<u>ATM Withdrawals</u>	<u>Point-of-Sale Transactions</u>
ATM Card	\$300	NA
Health Savings Account (HSA)	NA*	\$2,000*
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

\*Health Savings Account and 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. The withdrawal limit is also subject to the amount of available funds in the Designated Account.

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

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

**International Transactions.** Transactions in foreign currencies will be converted to U.S. Dollars at the exchange rate determined by Visa® USA, Inc. or its affiliates ("Visa®"), using Visa®'s currency conversion procedures. Currently, the currency conversion rate is generally either wholesale market rate or a government-mandated rate in effect for the date of conversion, determined by Visa® in its sole discretion. The currency conversion rate used on the conversion date may differ from the rate in effect on the date you used your Card. A conversion international transaction charge will be charged to the Card. 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.

### COMMON FEATURES FOR BUSINESS ACCOUNTS

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

**Overdraft fee transaction categories** - The categories of transactions for which an overdraft fee may be imposed are those by any of the following means: check, in-person withdrawal, ATM withdrawal, or other electronic means.

**Daily balance computation method** - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the 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).

**Earnings Credit Allowance** - Analyzed accounts feature an earnings credit allowance which is applied to reduce or eliminate fees on the account. If the earnings credit exceeds the fees for any period, you will be assessed no fees but any excess earnings credit will not be paid to your account.

### ANALYZED ACCOUNT

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

**Earnings Credit Allowance Calculation** - The earnings credit allowance will be calculated based on the average daily positive collected balances. At our discretion, the periodic earnings credit rate may change monthly. If the average

daily collected balance in the account is negative, a charge will be assessed against the account equal to the month's highest Prime Rate + 3.00%. The index is the prime rate as published in the Money Rates section of the Wall Street Journal.

**Definitions** - As used in this Analyzed Account section, the following capitalized terms have the meanings stated below:

- "Average Daily Ledger Balance" is the sum of the daily ending ledger balances divided by the number of days in the analysis period. It is related to that part of the Average Daily Ledger Balance that was unavailable to the bank for investment purposes, but it does not reflect actual unavailable balances or the actual time that funds were unavailable.
- "Average Daily Float" is the sum of the daily dollar amount of items in the process of collection divided by the number of days in the analysis period.
- "Average Daily Collected Balance" is the Average Daily Ledger Balance minus the Average Daily Float.
- "Average Daily Adjusted Collected Balance" is the sum of the Average Daily Collected Balance and the Negative Collected Balance.
- "Balance to Support Services" is the balance on which the earnings credit is applied and is calculated.
- "Current Period Credit" is the analysis earnings credit for the current period that is available to offset analyzed charges.
- "Deposit Assessment Fee" is a fee based on the Average Daily Ledger Balance of your analyzed account, which is based, in part, on what we are charged for deposit insurance. It may be higher or lower than our actual premium because it is not tied to the same assessment base. It may change at a different time than our insurance premiums and may not reflect any rebate, credit or exception. This fee is subject to change without notice.
- "Negative Collected Balance" is the total of the balances on the days when the collected balance is negative divided by the number of days in the analysis period.

**Use of Current Period Credit** - Our account analysis service allows you to offset most "Current Period Analyzed Charges" with a "Current Period Credit" that is based on the balances you maintain with us. To avoid the imposition of service fees, your Current Period Credit must be greater than or equal to the Current Period Analyzed Charges.

Unlike interest, Current Period Credit is not paid to you and does not accumulate. Current Period Credit may only be used to offset charges that are subject to analysis and that are incurred during the period covered by analysis. Unless we agree otherwise in writing, excess Current Period Credit is not carried forward or backward to other billing periods.

If Current Period Credit is insufficient to cover Current Period Analyzed Charges during any period, we may charge the difference to your account. If you have several analyzed accounts, you can designate which account should be charged. We may stop calculating Current Period Credit and applying it against Current Period Analyzed Charges for any analyzed account that becomes inactive (i.e., has no deposits or withdrawals in a 12 consecutive month period). Treasury Management Support can give you an estimate of the balances that may be needed to compensate for the type and volume of analyzed services that you use. The actual amount may vary, however, due to changes in the "earnings Credit Rate" (a rate that we establish from time to time at our discretion), service fees, the services used, or other aspects of analysis. We do not calculate a Current Period Credit for accounts that are not analyzed or allow Current Period Credit to offset charges against unanalyzed accounts.

Example:

Current Period Credit = Balance to Support Services x Earnings Credit Rate x (Days in Period/Days in Year)

If your Average Daily Collected Balance was \$500,000, you had no Negative Collected Balance during the period and the Earnings Credit Rate was 0.50%, your Current Period Credit would be calculated as follows during a period with 30 days.

Balance to Support Services - 500,000 Average Daily Balance

Current Period Credit = \$500,000 x .0050 x (30/365) = \$205.48

If your Current Period Analyzed Charges were equal to or less than \$205.48, Umpqua Bank would assess no fees to your account for this period.

**Analysis Rates and Charges** - Account analysis charges and the Earnings Credit Rate are subject to change from time to time without prior notice. Current rate and service charge information is available from Treasury Management Support.

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

**Limitation of Liability** - We will not be liable under any circumstances for special, indirect or consequential damages related to our account analysis service actions or omissions. In no event will our liability exceed the amount of any Current Period Credit that we fail to apply against Current Period Analyzed

Charges. You agree to review account notices and statements immediately upon receipt and to send us a written notice of any problem within a reasonable time (not to exceed 14 days from the date you receive the first notice or statement reflecting the problem).