for your business banking account

a preview of good things to come
an update

Since Sterling Bank joined Umpqua, we’ve been working to bring together the best of both banks with a vision of offering you an even better, more personal experience.

As part of this work, we’re rolling out a number of upgrades and updates to your accounts. We recently sent you this “Preview of Good Things to Come” packet that detailed what these updates will mean for you.

**Instead of February 23, we’ll now roll out these updates April 13.**

In the meantime, continue to bank with us as you always have. Your products, services and account details will remain the same, and the updates and upgrades we detailed in your preview packet will now begin on April 13.

We’re eager to bring these updates to you and will be sure to let you know if anything changes between now and April.

Thanks for banking with us,
Umpqua Bank
we’re glad you’re on this journey with us

Since Sterling Bank joined Umpqua, we’ve been working to bring together the best of both banks with a vision of offering you an even better, more personal experience.

In the coming months you’ll start to see the results. Some are small, behind-the-scenes improvements to save you a step or a click. Others are larger advances in products and customer service that we can deliver faster thanks to our combined resources.

Today we want to share some updates coming soon to your business account and services. In your hands is a guide to the benefits and details you’ll need to quickly and easily find what’s most important to you. If you need to create a password or watch for a new card, those key dates are front and center. And if you’d like to dig into the specifics, we’ve included your full terms and conditions as well.

We know that anything new – even something good – takes time to get used to, so let us also thank you. We’ve never felt stronger about our mission to be the World’s Greatest Bank. We’re glad you’re on this journey with us and eager to share what’s to come.

As always, thank you for banking with us.
your experience, upgraded

Here are the key details about the updates to your account and services, which begin after our system upgrade on February 23, 2015. To help you find information quickly and easily, we’ve organized everything by account type.

The main highlights:

- Your checks, deposit slips, debit card, PIN and routing number are all staying the same, and you can continue to use them as normal. Your electronic credits and debits, including payments and transfers, will continue as before.

- We’re retiring TreasuryPro and introducing a new system, Business Online Banking. It will offer increased security, a streamlined look and feel and new services to better manage the finances of your business, including:
  - Mobile banking
  - Mobile deposit
  - Billpay
  - Business online payroll

- We’re adding behind-the-scenes improvements to debit card fraud monitoring.

- You have access to all the products and services our 360 stores have to offer, no matter where you opened your account.

- Weekdays, weeknights and weekends – we’re here for you at 1-866-4UMPQUA. For general questions: 6am - 8pm Monday - Friday, and 8am - 5pm Saturday and Sunday. For automated account information, or to report lost or stolen cards, you can call us 24/7.
accessing your accounts

redesigned monthly statements

What's new:
A streamlined design makes it easier to find the account information you need most.

What you need to know:
- You'll receive a statement with your account activity and balances through Sunday, February 22.
- Your next scheduled statement will be in the new style and reflect activity and balances starting Monday, February 23.

---

BUSINESS CHECKING

<table>
<thead>
<tr>
<th>Date</th>
<th>Memo</th>
<th>Check No.</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>02-24</td>
<td>Deposit</td>
<td>123456</td>
<td>9,234.56</td>
</tr>
<tr>
<td>03-01</td>
<td>Deposit</td>
<td>789012</td>
<td>4,567.89</td>
</tr>
<tr>
<td>03-11</td>
<td>Transfer</td>
<td>345678</td>
<td>2,345.67</td>
</tr>
<tr>
<td>03-15</td>
<td>Withdrawal</td>
<td>901234</td>
<td>1,234.56</td>
</tr>
<tr>
<td>03-20</td>
<td>Transfer</td>
<td>567890</td>
<td>4,567.89</td>
</tr>
</tbody>
</table>

Total deposits/withdrawals $16,553.18

EDC and Electronic Payments/Withdrawals

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>03-11</td>
<td>ACH Debit</td>
<td>234.56</td>
</tr>
<tr>
<td>03-15</td>
<td>ACH Credit</td>
<td>345.67</td>
</tr>
</tbody>
</table>

Total EDC and Electronic Payments/Withdrawals $580.23

Other Withdrawals/Deposits

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Account Fee</td>
<td>$4.00</td>
</tr>
</tbody>
</table>

Total Other Withdrawals/Deposits $4.00

Daily Balances

<table>
<thead>
<tr>
<th>Date</th>
<th>Check No.</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>02-24</td>
<td>1234</td>
<td>12,345.67</td>
</tr>
<tr>
<td>03-01</td>
<td>5678</td>
<td>5,678.90</td>
</tr>
<tr>
<td>03-11</td>
<td>3456</td>
<td>3,456.78</td>
</tr>
<tr>
<td>03-15</td>
<td>9012</td>
<td>901.23</td>
</tr>
<tr>
<td>03-20</td>
<td>7890</td>
<td>789.01</td>
</tr>
<tr>
<td>03-24</td>
<td>4567</td>
<td>4,567.89</td>
</tr>
</tbody>
</table>

Total overdraft fees $0.00

Total returned item fees $0.00

Chargeback

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chargeback</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Total chargebacks $0.00
What you need to know:
- Personal and business online banking and mobile banking will be unavailable the weekend of February 20.
- Please schedule any bill payments and make any online transactions or transfers by 5pm PT on Friday, February 20.
- Service will resume Monday, February 23, by 8am PT. On Monday, log in to online and mobile banking the same way you did before. Please take a moment to also verify your account information, bill payments and email address upon login.

What’s new:
- We’re retiring TreasuryPro and introducing a new system, Business Online Banking. It will offer increased security, a streamlined look and feel and new services to better manage the finances of your business, including:
  - Mobile banking
  - Mobile deposit
  - Billpay
  - Business online payroll
- To make the upgrade seamless, we’ve put together a handy checklist to walk you through the upgrade on pages 20-21. We’ll also offer demos and training on umpquabank.com, and you can ask questions at 866-563-1010 or treasurymanagement@umpquabank.com.

What you need to know:
- As we bring everyone into Business Online Banking, TreasuryPro will be unavailable for transactions after 7pm PT Friday, February 20. Access to Business Online Banking will be available by 8am, Monday, February 23.
- Positive Pay customers will need to decision exceptions in TreasuryPro by 1 pm PT Monday, February 23.
- Details on accounts and services can be found starting on page 14. They include:
  - Online loan transactions
  - Positive Pay
  - ACH Positive Pay
  - Automated Clearing House (ACH) origination
  - FX wire transfers
  - ACH and wire transfer security
  - Cutoff times
  - Online statements
  - Billpay
What’s new:
- TTaxplus is becoming Tax Payment Services, offering the flexibility of online payments. Watch your mail for a separate letter with all the details if you use this service.
- Treasury Management customers also benefit from most of the business online banking upgrades detailed above.

What you need to know:
- If you use Lockbox and/or Special Depository Services, you’ll see charges for both January and February services on your February analysis statement. These services were previously billed one month in arrears, and will be current going forward.
- CD ROM image statements will have new software when you receive your next CD.
- Treasury Management support is here for you at 866-563-1010 or via email at treasurymanagement@umpquabank.com
- You’ll find a separate document in this packet with all the terms and conditions covering your use of treasury management services, including online banking. You may link to another deposit account for overdraft protection.

What’s new:
- Behind-the-scenes improvements to debit card fraud monitoring.

What you need to know:
- You don’t have to do anything to enjoy these upgrades. They will take effect automatically.
your deposit accounts

business checking accounts

What’s new:
- A lot of behind-the-scenes upgrades to help us manage your accounts more efficiently, so we can continue to add features and make current ones even better in the future.
- You have access to all the products and services our 360 stores have to offer, no matter where you opened your account.
- Daily cutoff times for ATM deposits posting to your account will be extended, from 3pm to 9pm.

What you need to know:
- Your checks, deposit slips, debit card, PIN and routing number are the same. Use them as normal.
- Your electronic credits and debits, including payments and transfers, will continue as before.
- As we upgrade our statements, you’ll receive an extra statement outside your normal schedule that will show your account activity and balances through Friday, February 20.
  - Any account maintenance charges will be billed at this time, but any account maintenance charges incurred the week of the 23rd will be waived. Per-occurrence charges such as stop payments will be assessed at the time of the occurrence.
  - Your next scheduled statement will reflect our new look and feel.
- Checks clearing against your account will no longer be memo posted during the day and instead will be viewable after they are processed each evening.
- There are some changes to your product name and details, which are outlined starting on the next page.

analyzed checking accounts

What’s new:
- A lot of behind-the-scenes upgrades to help us manage your accounts more efficiently, so we can continue to add features and make current ones even better in the future.

What you need to know:
- Your checks, deposit slips, debit card, PIN and routing number are the same. Use them as normal.
- As we upgrade our statements, you’ll receive an extra statement outside your normal schedule that will show your account activity and balances through Friday, February 20.
  - Any account maintenance charges will be billed at this time, but any account maintenance charges incurred the week of the 23rd will be waived. Per-occurrence charges such as stop payments will be assessed.
- Your next scheduled statement will reflect our new look and feel.
- Your February analysis statement will be mailed as usual in March. Your March analysis statement received in April will have an improved format.

which we have an example of below.

What’s new:
- A lot of behind-the-scenes upgrades to help us manage your accounts more efficiently, so we can continue to add features and make current ones even better in the future.

What you need to know:
- Business Money Market accounts are no longer eligible for Bounce Guard. You can link your money market account to another deposit account for overdraft transfers.

Below are specific upgrades and updates to our accounts. You don’t need to do anything for these to take effect.

Not sure about your product name? Just look on your statement or online banking. Additional details regarding the deposit account updates are on pages 38-44.

Checking accounts
Community Business Checking:
- We’ll add an additional way to avoid the service charge: keeping a $2,500 average monthly balance.
- We’ll lower the monthly service charge to $7 if you enroll in online statements.
- We’ve improved the checks paid/deposited items feature. The fee will be $0.35 per check over 100 checks.
- We’ll lower the fee and raise the limit on the cash deposit/sold fee. It will be $0.20 per $100 over $5,000.
Main Street Checking:
- We’ll add an additional way to avoid the service charge: keeping a $10,000 average monthly balance.
- We’ll lower the monthly service charge to $12 if you enroll in online statements.
- We’ve improved the checks paid/deposited items feature. The fee will be $0.35 per check over 200 checks.
- We’ll lower the cash deposit/sold fee to $0.20 per $100 over $10,000.

Main Street Plus Checking:
- We’ll add an additional way to avoid the service charge: keeping a $10,000 average monthly balance.
- We’ll lower the monthly service charge to $12 if you enroll in online statements.
- We’ve improved the checks paid/deposited items feature. The fee will be $0.35 per check over 100 checks.
- We’ll lower the fee and the limit on the cash deposit/sold fee. It will be $0.20 per $100 over $5,000.

Marketplace Checking:
- We’re calculating your combined balance in a simpler way, so it’s easier for you to understand how to avoid a monthly service charge.
- We’ll lower the monthly service charge to $22 if you enroll in online statements.
- We’ve improved the checks paid/deposited items feature. The fee will be $0.35 per check over 400 checks.
- We’ll lower the cash deposit/sold fee. It will be $0.20 per $100 over $15,000.

Analyzed Business Checking and Analyzed Interest checking, Public Funds Analyzed Checking, Business Analyzed Money Market, IOLTA Checking and IRETA Checking:
- We’re making improvements to your account:
  - We’ll change how we calculate negative collected balance and eliminate the reserve requirement, giving you access to more cash.
  - For interest-bearing analyzed accounts, we’re changing the interest rate tiers to help you get the most out of your money. After February 22, 2015, please contact your local store for the latest interest rates.
- Some fees are increasing slightly (by $0.01 per item):
  - Checks deposited fee for non on-us items to $0.11.
  - Checks paid fee is increasing to $0.16 per item.
  - ACH received debit/credit items fees to $0.16 per item
- For Business Analyzed Money Market customers, this account will also be assessed the excessive withdrawal fee of $10 per transaction after 6 transactions.
T-Bill Analyzed Interest Checking:
- Your account will become Analyzed Interest Checking. See the section about this product above for more details.

Interest on Lawyer Trust Checking and Housing Fund Checking:
- Your account will become IOLTA Checking. See the section about this product above for more details.

Housing Fund Checking:
- Your account will become IRETA Checking. See the section about this product above for more details.

Interest Sweep Checking:
- Your account will become Main Street Plus Checking. See the section about this product above for more details.

Cash Collateral Basic Business Checking:
- Your account will become Main Street Checking. See the section about this product above for more details.

Public Funds Checking and Public Funds Interest Checking:
- We’ve improved the checks paid/deposited items feature. The fee will be $0.20 per check over 500 checks.
- We’re adding a cash deposit/sold fee of $0.20 per $100 over $10,000.

Savings accounts
Public Funds Savings and Community Business Savings:
- We’re increasing the excessive withdrawal fee to $10 per transaction after 6 transactions.

Main Street Money Market:
- We’re increasing the excessive withdrawal fee to $10 per transaction after 6 transactions.
- We’re changing the interest rate tiers to help you get the most out of your money. After February 22, 2015, please contact your local store for the latest interest rates.

1031 Exchange Savings:
- Your account will become Community Business Savings.
- Your account will have a $3 monthly service charge, which you can waive by keeping a $500 minimum daily balance or making a monthly transfer into your account from an Umpqua business deposit account.
- See the section about this product above for more details.
**Marketplace Money Market:**
- We’re calculating your balance in a simpler way, so it’s easier for you to understand how to earn higher interest and avoid a monthly service charge.
- We’re increasing the excessive withdrawal fee to $10 per transaction after 6 transactions.
- We’re adding an excessive deposited item charge of $0.30 per item over 50 checks deposited.
- We’re changing the interest rate tiers to help you get the most out of your money. After February 22, 2015, please contact your local store for the latest interest rates.

**Promotional Business T Series Money Market:**
- Your account will become a Main Street Money Market. See the section about this product above for more details.
- We’re changing the interest rate tiers to help you get the most out of your money. After February 22, 2015, please contact your local store for the latest interest rates.
- We’re increasing the excessive withdrawal fee to $10 per transaction after 6 transactions.
- We’re adding an excessive deposited item charge of $0.30 per item over 50 checks deposited.

**Public Funds Money Market:**
- We’re changing the interest rate tiers to help you get the most out of your money. After February 22, 2015, please contact your local store for the latest interest rates.
- We’re increasing the excessive withdrawal fee to $10 per transaction after 6 transactions.
- We’re adding an excessive deposited item charge of $0.25 per item over 25 checks deposited.

**Public Funds Analyzed Money Market:**
- Your account will become Public Funds Money Market. See the section about this product above for more details.

**Prestige Sweep Money Market:**
- We’re increasing the excessive withdrawal fee to $10 per transaction after 6 transactions.
your loan accounts

loans and lines of credit

What’s new:
- A lot of behind-the-scenes upgrades to help us manage your accounts more efficiently, so we can continue to add features and make current ones even better in the future.

What you need to know:
- For now your account number is the same but we may have to change it as we deliver more services and upgrades in the future. If we do, we will be sure to be in touch with everything you’ll need to know.
online services
(TreasuryPro to Business Online Banking Transition)

for small business online and mobile banking users

Online and mobile banking services will be unavailable the weekend of February 20. Please schedule any bill payments and make any online transactions or transfers by 5pm PT on Friday, February 20. Digital services will resume Monday, February 23, by 8am PT. On Monday, log in to online and mobile banking the same way you did before. Please take a moment to also verify your account information, bill payments and email address upon login.

We’re ready to introduce a new way for you to do your business online banking that’s more user-friendly, flexible and beneficial to your business. To help you with this update, we’ve outlined all the details for you below.

Our current TreasuryPro system will transition to Business Online Banking beginning Friday, February 20 and will be unavailable for transactions after 7pm PT. After this time you will still be able to view balances and history, which will continue to be available through Friday, March 20.

Need-to-know details about our online services update

- The following items will automatically transfer to Business Online Banking:
  - Primary and secondary company administrator profiles
  - Other company users’ profiles without permissions or limits
  - Open/active deposit and loan accounts
  - Nicknames for accounts
  - ACH batch templates and company limits (if applicable)
  - Wire templates and company limits (if applicable)
  - 2015 account history

- Any changes to accounts, ACH/wire templates or existing company users made after 5pm PT, Friday, January 30 will not transfer to Business Online Banking.

- Access to Business Online Banking will be available by 8am PT, Monday, February 23.

- The following items will not automatically transfer to Business Online Banking and can be set up again on Monday, February 23:
  - Other company user profile permissions and limits*
  - Alerts and reminders*
  - Tax payment and Customer Initiated Entry ACH templates*
  - Online statements
  - Recurring and scheduled account transfers

- As of February 23, account history and transaction images will begin to automatically build up to 12 months. 2015 online account history will be available in Business Online Banking. 2014 account history will not migrate.

If you have not logged in since August 1, 2014, your TreasuryPro access will not transfer. You may re-enroll for these services by contacting your Treasury Management Consultant starting on Monday, February 23.

*These services also can be set up during the preview period, February 9-20.
Remember to update your online bookmarks and favorites to www.umpquabank.com as of Monday, February 23. In addition, add our e-mail addresses @umpquabank.com and @alerts.umpquabank.com to your e-mail safe list so you can receive important notices and updates from us.

**Set-up/account verification preview period: February 9-20**

Company administrators should perform the following steps during the preview period February 9-20.

- Add users’ service permissions and limits.
- Verify account information.
- Verify transferred ACH & wire templates (including offset account numbers).
- Create tax payment and Customer Initiated Entry ACH templates.
- Verify Positive Pay file definitions.
- Set up alerts & reminders (optional).
- Edit nicknames for your accounts (optional).

*Note: This preview period is for user set-up and account verification only. Continue to use TreasuryPro services as you do today through Friday, February 20.*

To get started during the preview period or after 8am PT February 23 when the new system goes live, launch your web browser (Microsoft® Internet Explorer, Mozilla® Firefox® or Safari™), go to www.umpquabank.com, and follow the steps below:

**Logging in**

1. Enter your Company ID and Login ID:
   - Select “Business banking” from the “Log in to online banking” drop-down menu, located in the upper right of your screen.
   - Enter the new Umpqua 7-digit Company ID provided. This will be mailed to your company administrator(s) on or around February 5.
   - Enter your existing TreasuryPro Username as the Login ID (not case sensitive), and click log in.
     - All special characters other than hyphen (-), at symbol (@), underscore (_) and period (.) will be removed from existing TreasuryPro Usernames.
     - Existing TreasuryPro Usernames longer than 26 characters in length will be shortened to the first 26 characters at transition.
   - The password is entered on a separate screen.
2. One-time security code

Umpqua’s advanced sign on authentication ensures only authorized individuals can access your financial information online. Until Business Online Banking learns your typical online banking behaviors, you will be asked to go through an extra layer of security using a one-time (single-use) security code and a phone call or text message. When the system learns your behaviors, this step may be skipped and you may go straight to the password screen.

- Click the “Continue with Security Code” button.
- Select either the phone or text message option.
- Follow the on-screen instructions for entering the one-time security code.

3. Enter Password (not case sensitive):

- A temporary password will be emailed separately to company administrators for the initial log in to Business Online Banking. You may use this temporary password during the preview period or beginning Monday, February 23.
- For security reasons, after you have entered your temporary password, you will be required to create a new password. Use this new password to access Business Online Banking going forward.

Things you need to know:

- Your open/active Umpqua account(s) will automatically transfer to Business Online Banking.
- Please re-establish recurring and scheduled account transfers on or after Monday, February 23.
- Nicknames for accounts can be edited as custom account descriptions during the preview period or beginning Monday, February 23.
- 2015 account transaction history will be available in Business Online Banking as of Monday, February 23.
  - Going forward, up to 12 months of account history will be available on Business Online Banking. Eighteen months of extended online history is available upon request.
  - Once enrolled in online statements, statements cycled after February 23 will be available in Business Online Banking.
    - Going forward, you can build up to 7 years of account statements in Business Online Banking.
- Certificate of deposit accounts may be added to Business Online Banking beginning February 23.
- Loan note/commitment information will be available on Tuesday, February 24.
- Running balances associated with each transaction will be available on Tuesday, February 24.
- Available balance will only include funds available in a specific account and excludes available funds in linked accounts or lines of credit.
Umpqua Bank is transitioning loan accounts to a new system. Here are a few important things to know about loan transactions.

- Loan payment and advance transactions will continue to be accepted online.
  - Loan transactions may take up to 23 minutes to reflect in Business Online Banking.
  - Please take care not to submit duplicate transactions.
- Loan transactions are processed same-day when submitted by 7pm PT on regular business days. Transactions submitted after this time may be processed with the next business day’s date.

Existing TreasuryPro check issues will automatically migrate to the new Business Online Banking service.

The following things are important to note:

- Submit final issues on TreasuryPro service by 5pm PT Friday February 20.
- Log in to TreasuryPro to decision Friday’s exception items by 1pm PT on Monday, February 23.
- The Business Online Banking Positive Pay service will handle exception items that are not decisioned by 1pm PT on normal business days according to your company’s default instructions.
- Business Online Banking Positive Pay is integrated with the teller lines in Umpqua Bank stores.
- Business Online Banking Positive Pay offers the following new functionality upon request:
  - Payee Positive Pay

Business Online Banking uses the same familiar ACH Positive Pay service as you use today in TreasuryPro. Your established payment rules and configurations will remain the same as the service migrates to Business Online Banking. ACH Positive Pay is accessed by clicking the “ACH Positive Pay” link located on the Account Services menu.

- Submit ACH origination batches in TreasuryPro as you normally would up to the 4pm PT cutoff time on Friday, February 20. After 4pm PT, hold ACH origination batches.
- Beginning Monday, February 23, ACH origination batches may be scheduled in Business Online Banking with effective dates up to 30 days in advance (including held ACH batches from over the weekend).
- Your ACH notice of change (NOC), returns, and EDI reports will continue to be delivered by secure email after February 23. These reports will also be available for delivery within Business Online Banking upon request.
- The ability to notify ACH recipients of transactions via email will be discontinued.
- Prefunded ACH transactions will remove money from funding account the day a batch is submitted rather than holding funds in the funding account until the settlement date.
- Customers using ACH discretionary data fields will need to use the ACH file upload service.
Foreign exchange (FX) wires are submitted through a new service within Business Online Banking. The FX wire service is accessed on the “Transfers and Payments” menu. The Umpqua international banking team will contact current users of this service to provide training in advance of February 23.

When approving/releasing ACH and wire transactions, users with the approval role will be asked to go through an extra layer of security using a one-time (single-use) security code used with a phone call or text message to phone numbers on record:

- Click the “Continue with Security Code” button.
- Select either the phone or text message option.
- Follow the instructions for entering the one-time security code.

The cutoff time to decision Positive Pay exception items is 1pm PT. The new Positive Pay service will handle exception items that are not decisioned by 1pm PT, on normal business days, according to your company’s established default instructions.

- The cutoff time to decision ACH Positive Pay exception items is 1pm PT.
- Wire cutoff times are 2pm PT for both domestic and USD international wires.
- ACH cutoff time is 5pm PT.
- Transfers between eligible Umpqua accounts are processed same-day when submitted by 10pm PT on regular business days. Transfers submitted after this time are processed when submitted but may post with the next business day’s date.
- Loan transactions are processed same-day when submitted by 7pm PT on regular business days. Transactions submitted after this time may be processed with the next business day’s date.

Your current TreasuryPro online statements will not be transferred. As part of the transition, you will need to enroll in Business Online Banking online statements on or after Monday, February 23.

To enroll for online statements for deposit and loan accounts:

- Click “Statements & documents” from the “Reports” menu.
- Select the “View and maintain document preferences” link at the top of the page.
- Select “Online” or “Paper” from the drop-down menu next to any of your accounts.
- Review the Service Agreement and click “I agree” at the bottom of the agreement. (This step only applies to the first company administrator who enrolls in online statements.)
- Click “Save preferences” on the Verify Preferences page.
- Once you enroll in online statements, paper statements will automatically stop.
- To enroll for online account analysis statements, after March 1:
  - Click “Statements & documents” from the “Reports” menu.
  - Select the “View and maintain document preferences” link at the top of the page.
  - Choose the delivery preference for applicable account.
  - Review the Service Agreement and click “I agree” at the bottom of the agreement. (This step only applies to the first company administrator who enrolls in online statements.)
  - Click “Save preferences” on the Verify Preferences page.
  - Only analysis statements cycled after enrollment are accessible online. Transaction statements are cycled on the last calendar day of each month. Analysis statements become available after the 10th day of each month.

- After you enroll, you can view your future monthly statements within Business Online Banking just as you would see them on paper (only statements from February 28 and after will be available online). Going forward, online statements can be accessed by clicking “Statements & documents” from the “Reports” menu.

- Previously enrolled TreasuryPro online statement customers will be mailed a final printed statement that will reflect activity and balances through close of business Friday, February 20. New statements will be available online within five (5) business days after the statement cycle.

Business Online Banking offers Business Billpay which allows you to pay your bills at any time, simply and conveniently.

**Things you need to know**

- Business Online Banking billpay will be available by 8am PT, Monday, February 23.
- A company administrator will need to submit a secure email within Business Online Banking to enroll accounts for use in the billpay service before it can be used.
- Umpqua checking, savings and/or money market accounts can be used to fund bill payments.
- Bill payments are electronically withdrawn from your funding account on the selected pay date.
- E-bills are available with the new billpay service. This allows you to enroll to have select bills delivered to your business electronically (e.g. utility bills).
- E-bills can be optionally set up for automatic payment based on either the date received or bill’s due date.
- You can enroll for e-bills in Business Online Banking on or after Monday, February 23.
Download account information from TreasuryPro into your financial management software, such as QuickBooks® and Quicken®, before 5pm PT on Sunday, February 22. Track expenditures, monitor budget and forecast balances by downloading your daily activity.

For detailed download instructions, visit www.umpquabank.com/quickbooks or www.umpquabank.com/quicken. Make sure to pay close attention to the instructions on how to prevent duplicate transactions. Microsoft Money® downloads will not be available in Business Online Banking.

If you are a customer who currently uses both TreasuryPro and Business Online Banking, your existing Business Online Banking services will remain unchanged and your TreasuryPro service will migrate to Business Online Banking. This may create a situation where you have more than one online service with Umpqua. Please contact Treasury Management support at 866-563-1010 or by email at treasurymanagement@umpquabank.com on or after Monday, February 23 for assistance in merging these multiple services.

Here is a handy checklist to help make the transition smooth.

**During the preview period February 9-20 on Business Online Banking**
The company administrator(s) should perform the following set-up/verification steps on Business Online Banking. Log in by selecting the “Business banking” option at www.umpquabank.com.

- Add users’ service permissions and limits.
- Verify account information.
- Verify transferred ACH & wire templates (including offset account numbers).
- Create tax payment and Customer Initiated Entry ACH templates.
- Verify Positive Pay file definitions.
- Set-up alerts & reminders (optional).
- Edit nicknames for your accounts (optional).

**Prior to 4pm PT, Friday, February 20 on TreasuryPro**

- Submit ACH origination batches as you normally would up to the 4pm PT cutoff time.
- After 4pm PT, hold ACH origination batches.

**Prior to 5pm PT, Friday, February 20 on TreasuryPro**

- Submit Positive Pay issued items for the last time by 5pm PT.
Prior to 5pm PT, Sunday, February 22 on TreasuryPro
☐ Save TreasuryPro online account history, online statements and/or online transaction images.
☐ Download account information from TreasuryPro into QuickBooks® and Quicken®.

After 8am PT, Monday, February 23 on Business Online Banking
Log in by selecting the “Business banking” option at www.umpquabank.com/updates
☐ Get started in Business Online Banking.
☐ Verify account information.
☐ Begin submitting ACH origination batches up to 30 days in advance (including batches held over weekend).
☐ Begin initiating wires.
☐ Enroll in online statements.
☐ Establish alerts if not completed during preview period.
☐ Schedule account transfers.
☐ Edit custom account nicknames (if not completed during preview period).
☐ Update online bookmarks and favorites to www.umpquabank.com.
☐ Add Umpqua e-mail addresses, @umpquabank.com and @alerts. umpquabank.com, to e-mail safe list.
☐ Add billpay funding account(s) by submitting a secure email from within Business Online Banking.

After 10am PT, Monday, February 23 on TreasuryPro
☐ Decision Friday’s exception items by 1pm PT.

After 8am PT, Tuesday, February 24 on TreasuryPro
Log in by accessing TreasuryPro at www.umpquabank.com/updates.
☐ Reference historical statements, account history, and other static elements as needed until Sunday, March 22.

***Note: TreasuryPro will no longer be able to perform any services (except final Positive Pay decisions on Monday) after Friday, February 20 at 7pm PT.***
Will I be able to view the same accounts online as I do today?
The same deposit and loan accounts will appear in Business Online Banking. Safe deposit box information will not be viewable online.

What Login ID and Password should I use for Business Online Banking?
Company ID: You will need to enter a new 7-digit Company ID mailed to your company administrators.
Login ID: Use your existing TreasuryPro Username (26 characters or less). Existing Usernames with more than 26 characters in length will be shortened to the first 26 characters.
Password: Your current TreasuryPro password will not transfer to Business Online Banking. Company administrators will need to enter a temporary password received via email upon first login.

Will I be able to see my account history?
2015 online account history will be available in Business Online Banking. 2014 account history will not migrate.

Does Business Online Banking have a business billpay service?
Yes. Business Billpay is a complimentary service to all Business Online Banking companies. You will need to submit a secure email from within Business Online Banking to enroll a funding account in the service before it can be used.

Does Billpay offer e-bills?
Yes. E-bills are available for select billers within the billpay service.

Will alerts and notifications transfer?
TreasuryPro alerts and notifications will not be transferred. Please set up alerts in Business Online Banking on or after Monday, February 23 if not done during the preview period.
ACH Positive Pay Alerts will transfer.

Will I continue to receive online statements?
TreasuryPro online statements will not be transferred. Please enroll in online statements within Business Online Banking, on or after Monday, February 23. Going forward, statements generated after February 23 will be available online. Be sure to print or save any statements desired from TreasuryPro before access is closed.

Will Quicken®, QuickBooks® and Microsoft Money® continue to be available in the new online banking service?
You still will have the ability to download to Quicken® and QuickBooks®. Activate your accounts on or after Monday, February 23. Learn more at www.umpquabank.com/quicken or www.umpquabank.com/quickbooks. Microsoft Money® downloads will not be supported.
business frequently asked questions

Will I have to enroll for Business Online Banking if I haven’t signed on for a while to TreasuryPro?

If you have not logged in since August 1, 2014, your TreasuryPro access will not transfer. You may re-enroll for these services by contacting your Treasury Management Consultant starting on Monday, February 23.

Whom can I contact with questions about Business Online Banking or billpay?

If you have any additional questions about Business Online Banking or billpay, please contact Treasury Management support at 1-866-563-1010 or via email at treasurymanagement@umpquabank.com. For added convenience, view our online resources at www.umpquabank.com.

There is no change to your CD term or interest rate until maturity. Prior to maturity, you will receive a notice of the disclosures of the account that will apply, should you choose to renew your certificate.

We offer standard overdraft services that comes with your account. We also offer optional overdraft transfer services such as a link to a savings account or line of credit.

Please note that Bounce Guard is no longer offered on money market accounts. To learn more please see the overdraft disclosure on pages 52-54 or contact us about these services. You may link to another deposit account for overdraft protection.

we’re here for you

As always, if you have any questions, we’re here for you at your neighborhood store, by phone at 1-866-4UMPQUA and online at umpquabank.com. Thanks for banking with us!
terms and conditions, general policies and disclosures

(also known as the information we're legally required to send you)
business rules and regulations
general policies & disclosures

table of contents

TERMS AND CONDITIONS .................. 26
Important Account Opening Information .......... 26
Agreement ........................................ 26
Arbitration ........................................ 26
Liability .......................................... 26
Deposits .......................................... 26
Withdrawals ..................................... 26
Two Signatures ................................... 27
Business, Organization and Association Accounts .. 27
Stop-Payments .................................. 27
Telephone Transfers ............................ 28
Transfer Limitations ............................ 28
Amendments and Termination .................. 28
Statements ........................................ 28
Account Transfer ................................ 29
Direct Deposits ................................ 29
Restrictive Legends ............................. 29
Security Interest in Accounts .................. 29
Payment Order of Items ....................... 29
Check Processing ............................... 29
Check Cashing .................................. 29
Truncation, Substitute Checks, and Other Check Images .... 29
Facsimile Signatures .......................... 30
Unlawful Internet Gambling Notice ............... 30
Funds Transfers (ACH and wire transfers) .......... 30
Pledges .......................................... 31
Power of Attorney ............................. 31
Stale-Dated Checks ............................ 31
FDIC Insurance .................................. 31
Endorsements .................................... 31
Fictitious Business Name Accounts ............... 32
Unclaimed Property ............................ 32
Death or Incompetence ......................... 32
Fiduciary Accounts ............................ 32
Cash Transaction Reporting ........................ 32
Backup Withholding/TIN Certification .............. 32
Credit Verification .............................. 32
Lost, Destroyed, or Stolen Certified, Cashier’s, or Teller’s Checks .... 32
Legal Actions Affecting Your Account ............. 32
Setoff ............................................ 33
Security .......................................... 33
Monitoring and Recording Telephone Calls ......... 33
Claim of Loss .................................... 33
Early Withdrawal Penalties ..................... 33
Address or Name Changes ..................... 33
Resolving Account Disputes .................... 33
Sub Accounts ................................... 33
International ACH Transactions ................ 34
Unauthorized Electronic Transactions - Business Customers .... 34
FUNDS AVAILABILITY DISCLOSURE ........... 34
Common Features for Business Accounts .......... 35
Analyzed Account ................................ 35
Account Services ................................ 37
Other Account Services ....................... 45
Treasury Management Services ................ 47
Overdraft Disclosure for Business Accounts ...... 52
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 ACCOUNT OPENING INFORMATION - Federal law requires us to obtain sufficient information to verify your identity. You may be asked several questions and to provide one or more forms of identification to fulfill this requirement. In some instances we may use outside sources to confirm the information. The information you provide is protected by our privacy policy and federal law.

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.

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.

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.

ARBITRATION - You and we agree that any dispute or claim that arises out of or relates in any way to your account(s) with us shall be resolved by arbitration in accordance with the then effective arbitration rules of (and by filing a claim with) Arbitration Service of Portland, Inc., and judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. We will provide a prompt response to your request to arbitrate, and you and we agree that the location of the arbitration will occur in the state where you opened the account. You further agree to bring any claims against us in your individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.

LIABILITY - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this agreement 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. 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. 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.

Business Days: Monday through Friday, excluding federal holidays.

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, unless we have received written notice of the postdating in time to have a reasonable opportunity to act.
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 disclosure for information about when you can withdraw funds you deposit. For those accounts to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. In addition, we may place limitations on the account until your identity is verified.

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; and (3) if a check is returned, you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

(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 - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. You agree that we may charge fees for overdrafts and use subsequent deposits, to cover such overdrafts and overdraft fees.

Waivers - 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.

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 signatures on the item. 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 do 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. Our policy does not permit any account to have dual or other multiple signature requirements.

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 your notice of penalty for early withdrawal.

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.

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.

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 before our stop-payment cut off time.
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, if you have an equal or greater right to withdraw from this account than the person who signed the item. 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.

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

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 of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Unless a different limitation is disclosed in writing, we restrict the number of transfers from a savings account 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, or at an ATM 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.

AMENDMENTS AND TERMINATION - We may change any term of this agreement. Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. You agree to keep us informed of your current address at all times. Notice from us to any one of you is notice to all of you. 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).

STATEMENTS - 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.

Your duty to report unauthorized signatures, alterations and forgeries - Your statement will provide sufficient information for you to reasonably identify the items paid (item number, amount, and date of payment). You should keep a record of each transaction as it is made so that when we give you the information in the statement, you will have a complete understanding of each transaction listed.

You have some responsibilities in connection with your statement. You must examine your statement with “reasonable promptness.” Also, if you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss). The loss you might bear, in whole or part, could be not only with respect to items listed on the statement, but also other subsequent items with unauthorized signatures or alterations by the same wrongdoer. Of course, an attempt can be made to recover the loss from the thief, but this is often unsuccessful.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but you will not, in any circumstance, have a total of more than 30 days from when we first send or make the statement available to you.

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

Contact us if you do not receive your regular statement.

When you report missing, stolen or unauthorized checks, we may recommend that you close your current account and open a new one. 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. Additionally, we may determine your account represents a higher than average risk of fraud and recommend a product or service designed to detect and/or deter fraud. You agree that if you fail to implement any of these products or services, or you fail to follow these and other precautions reasonable for your particular circumstances, you will be precluded from asserting any claims against us for paying any unauthorized, altered, counterfeited or other fraudulent item that such product, service, or precaution was designed to detect or deter, and we will not be required to re-credit your account or otherwise have any liability for paying such items.

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

Your duty to report other errors - In addition to the Commercial Code and other state law, you agree there is a common law duty to promptly review your statement for errors in addition to unauthorized signatures, alterations or forgeries. Promptly reviewing your statement is valuable to both you and us because it can help identify, correct and prevent future mistakes.

In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error - such as an encoding error. You agree that the time you have to examine your statement and report to us will depend on the circumstances. However, such time period shall not exceed 60 days. Failure to examine your statement and report any such errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any such errors on items identified in that statement and as between you and us the loss will be entirely yours. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the 60 day time period to report other errors.

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 - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for special instructions or “restrictive legends” 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.” For this reason, we are not required to honor any restrictive legend placed on checks you write unless we have agreed in writing to the restriction. We are not responsible for any losses, claims, damages, or expenses that result from your placement of these or other special instructions on your checks.

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 accounts(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 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 ACH debits according to the dollar amount with the smallest items being processed first. Finally, checks, drafts, or other instruments written on your account will be posted according to the dollar amount with the smallest items being processed first. If a check, item or transaction is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item for insufficient funds (non-sufficient funds - NSF). The amounts of the overdraft and NSF fees are disclosed elsewhere.

CHECK PROCESSING - We may process items mechanically by relying on the information encoded along the bottom of the items. This means that we may not individually examine all of your items to determine if the item is properly completed, signed and endorsed. You agree that we have not failed to exercise ordinary care solely because we use an automated system to process items and do not inspect all items processed in such a manner. We reserve the right not to inspect each item because using an automated process helps us keep costs down for you and all account holders. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

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 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. Generally, a funds transfer does not include any transaction if any part of the transfer is covered by the Electronic Fund Transfer Act of 1978, as amended from time to time. 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.

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 cancelation 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 cancelation 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 or not we selected the intermediary. We are not liable for acts of God, outside agencies, or nonsalaried agents.

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 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. 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.

STALE-DATED CHECKS - We are not obligated to, but may at our option, pay a check, other than a certified 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.

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 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 11/2” of the “trailing edge” of a check.

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 11/2” 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 - 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 fee schedule. 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. 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 to the state, we no longer have any liability or responsibility with respect to the funds.

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

FIDUCIARY ACCOUNTS - Accounts may be opened by a person acting in a fiduciary capacity. 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.

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 (the taxpayer identification number is your social security number if you are an individual). 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. 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 unreported interest. (Therefore special rules may apply if you do not have a TIN but have applied for one, if you are a foreign person, or if you are exempt from the reporting requirements.) 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.

CREDIT VERIFICATION - You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

LOST, DESTROYED, OR STOLEN CERTIFIED, CASHIER’S, OR TELLER’S CHECKS - Under some circumstances you may be able to assert a claim for the amount of a lost, destroyed, or stolen certified, cashier’s or teller’s check. To assert the claim: (a) you must be the remitter (or drawer of a certified 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 certified 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 certified 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 - We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt you owe us now or in the future, by any of you having the right of withdrawal, to the extent of such persons’ or legal entity’s right to withdraw. The amount of the setoff may be further limited by applicable law. If the debt arises from a note, “any due and payable debt” includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance, the due date for which we properly accelerate under the note.

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) 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 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. If you provide your account number in response to a telephone solicitation for the purpose of making a transfer (to purchase a service or merchandise, for example), payment can be made from your account even though you did not contact us directly and order the payment.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

MONITORING AND RECORDING TELEPHONE CALLS - We may monitor or record phone calls for security reasons 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.

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.

EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals) - We may impose early withdrawal penalties on a withdrawal from a time account even if you don’t initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. 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.

ADDRESS OR NAME CHANGES - You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

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.
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.

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.

Deposits at Automated Teller Machines

Funds from any deposits (cash or checks) made at automated teller machines (ATMs) will not be available until the second business day after the day of 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 ATM before 9:00 P.M. PT, on a business day, will be considered deposited on this day. However, deposits made at an ATM after 9:00 P.M. PT, or on a non-business day, will be considered deposited on 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:

- 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.

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

<table>
<thead>
<tr>
<th>Card Type</th>
<th>ATM Withdrawals</th>
<th>Point-of-Sale Transactions</th>
</tr>
</thead>
<tbody>
<tr>
<td>ATM Card</td>
<td>$300</td>
<td>$300</td>
</tr>
<tr>
<td>Health Savings Account (HSA)</td>
<td>NA*</td>
<td>$2,000*</td>
</tr>
<tr>
<td>Debit Card</td>
<td>$500</td>
<td>$3,000</td>
</tr>
<tr>
<td>Business Debit Card</td>
<td>$500</td>
<td>$5,000</td>
</tr>
<tr>
<td>Platinum Debit Card</td>
<td>$500</td>
<td>$5,000</td>
</tr>
<tr>
<td>Private Banking Debit Card</td>
<td>$500</td>
<td>$5,000</td>
</tr>
</tbody>
</table>

The withdrawal limits described above represent the total amount you can withdraw with your card on any one calendar day. You can make up to 20 transactions per day using your ATM or debit card. The 20 transactions can consist of 20 ATM withdrawals, 20 VISA debit card transactions, 20 POS transactions, or a combination of the three.
To maintain the security of the system, the cash withdrawal limit is reduced in some circumstances. You do have the right to limit the daily amount. Contact us if you wish to do so.

*Health Savings Account (HSA) cards may not be used to withdraw cash at an ATM or for “cash back” on purchases

The withdrawal limits described above represent the total amount you can withdraw with your card on any one calendar day. You can make up to 20 transactions per day using your ATM or debit card. The 20 transactions can consist of 20 ATM withdrawals, 20 VISA debit card transactions, 20 POS transactions, or a combination of the three.

To maintain the security of the system, the cash withdrawal limit is reduced in some circumstances. You do have the right to limit the daily amount. Contact us if you wish to do so.

COMMON FEATURES FOR BUSINESS ACCOUNTS

The bank reserves the right to refuse new accounts or further deposits to existing accounts. The bank may also terminate the account at any time by written notice mailed to you at the most recent address on the bank’s records.

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.

Customer agrees 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. Customer 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.

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 the 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’ account. 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 and Business Banking Fee Schedules 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 less a 10% reserve requirement. 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 + 4.00%. The index is the WSJ50 as published in the Money Rates section of the Wall Street Journal.

Fees for Interest on Lawyers Trust Accounts (IOLTA) and Interest on Real Estate Trust Accounts (IRETA) are the same as other analyzed accounts, and fees not offset by the earnings credit allowance will be charged to a second analyzed business checking account associated to the IOLTA or IRETA account.

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 by subtracting the DDA Balance Reserve Factor from the Average Daily Adjusted Collected Balance.

- “Current Period Credit” is the analysis earnings credit for the current period that is available to offset analyzed charges.

- “DDA Balance Reserve Factor” is the amount that we deduct from 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, DDA Balance Reserve Factor 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).

YOUR ACCOUNT

Please refer to our separate Other Account Services fee schedule, rate updates, and product brochures for any fees that may apply, any minimum balance requirements, and current rates.

TC-BUSINESS 11/2014

## Community Business Checking

<table>
<thead>
<tr>
<th>Monthly maintenance fee</th>
<th>$7 with online statements, $10 with paper statements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requirement to avoid monthly maintenance fee</td>
<td>$1,000 minimum daily balance, or $2,500 average monthly balance</td>
</tr>
<tr>
<td>Checks paid / deposited item fee</td>
<td>$0.35 per check after 100 items</td>
</tr>
<tr>
<td>Cash deposit / purchased fee</td>
<td>$0.20 per $100. First $5,000 at no cost</td>
</tr>
</tbody>
</table>

**Cash Collateral Basic Business Checking** will be moved into **Main Street Checking**

<table>
<thead>
<tr>
<th>Monthly maintenance fee</th>
<th>$12 with online statements, $15 with paper statements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requirement to avoid monthly maintenance fee</td>
<td>$5,000 minimum daily balance, or $10,000 average monthly balance</td>
</tr>
<tr>
<td>Checks paid / deposited item fee</td>
<td>$0.35 per check after 200 items</td>
</tr>
<tr>
<td>Cash deposit / purchased fee</td>
<td>$0.20 per $100. First $10,000 at no cost</td>
</tr>
</tbody>
</table>

**Interest Checking Sweep** will be moved into **Main Street Plus Checking**

<table>
<thead>
<tr>
<th>Monthly maintenance fee</th>
<th>$12 with online statements, $15 with paper statements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requirement to avoid monthly maintenance fee</td>
<td>$5,000 minimum daily balance, or $10,000 average monthly balance</td>
</tr>
<tr>
<td>Checks paid / deposited item fee</td>
<td>$0.35 per check after 100 items</td>
</tr>
<tr>
<td>Cash deposit / purchased fee</td>
<td>$0.20 per $100. First $5,000 at no cost</td>
</tr>
<tr>
<td>Interest rate tiers*</td>
<td>$0.01 - $24,999.99, $25,000 - $49,999.99, $50,000 - $99,999.99, $100,000 - $249,999.99, $250,000 - $499,999.99, $500,000 and up</td>
</tr>
</tbody>
</table>

*After February 22, 2015, please contact your local store to obtain interest rates.
Customers currently in a loan restricted account will move into **Marketplace Checking**.

| Monthly maintenance fee | $22 with online statements  
<table>
<thead>
<tr>
<th></th>
<th>$25 with paper statements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requirement to avoid monthly maintenance fee</td>
<td>$25,000 minimum daily balance, or $100,000 combined balance in eligible Umpqua business accounts linked to your Marketplace Checking. Eligible business accounts include checking, savings, certificates of deposit, money markets, and outstanding business loan balances. Excludes credit cards. The combined balance is calculated by adding the current balance of all eligible accounts three business days before the end of the statement period.</td>
</tr>
<tr>
<td>Checks paid / deposited item fee</td>
<td>$0.35 per check after 400 items</td>
</tr>
<tr>
<td>Cash deposit / purchased fee</td>
<td>$0.20 per $100. First $15,000 at no cost</td>
</tr>
</tbody>
</table>

1031 Exchange Savings accounts will be moved into the **Community Business Savings**

<table>
<thead>
<tr>
<th>Monthly maintenance fee - no change</th>
<th>$3</th>
</tr>
</thead>
</table>
| Requirement to avoid monthly maintenance fee | Complete one of the following:  
- Maintain a $200 minimum daily balance  
- Complete a monthly transfer from an Umpqua business deposit account to your Community Business Savings account |
| Excessive withdrawal fee | $10 per transaction after 6 transactions |
Promotional Business T Series Money Market will be moved into **Main Street Money Market**.

<table>
<thead>
<tr>
<th>Monthly maintenance fee - no change</th>
<th>$10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requirement to avoid monthly maintenance fee - no change</td>
<td>$2,500 minimum daily balance</td>
</tr>
<tr>
<td>Excessive withdrawal fee</td>
<td>$10 per transaction after 6 transactions</td>
</tr>
<tr>
<td>Excessive deposit item fee</td>
<td>$0.30 per item over 50 checks deposited</td>
</tr>
</tbody>
</table>

**Interest rate tiers***

- $.01 - $2,499.99
- $2,500 - $9,999.99
- $10,000 - $24,999.99
- $25,000 - $49,999.99
- $50,000 - $99,999.99
- $100,000 - $249,999.99
- $250,000 and above

*After February 22, 2015, please contact your local store to obtain interest rates.

### Marketplace Money Market

<table>
<thead>
<tr>
<th>Monthly maintenance fee - no change</th>
<th>$15</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requirement to avoid monthly maintenance fee</td>
<td>$25,000 minimum daily balance or a $50,000 combined balance in eligible Umpqua business accounts linked to your Marketplace Money Market account. Eligible business accounts include business checking, business savings, business certificates of deposit, business money markets and outstanding business loan balance. Excludes credit cards. The combined balance is calculated by adding the current balance of all eligible accounts three business days before the end of the statement period.</td>
</tr>
<tr>
<td>Requirement to receive higher interest*</td>
<td>Earn a higher interest rate when linked to an active Umpqua business checking account. An active business checking account is defined as having at least one customer initiated transaction every 30 days.</td>
</tr>
<tr>
<td>Excessive withdrawal fee</td>
<td>$10 per transaction after 6 transactions</td>
</tr>
<tr>
<td>Excessive deposit item fee</td>
<td>$0.30 per item over 50 checks deposited</td>
</tr>
</tbody>
</table>

**Interest rate tiers***

- $.01 - $2,499.99
- $2,500 - $9,999.99
- $10,000 - $24,999.99
- $25,000 - $49,999.99
- $50,000 - $99,999.99
- $100,000 - $249,999.99
- $250,000 - $499,999.99
- $500,000 - $999,999.99
- $1,000,000 and above

*After February 22, 2015, please contact your local store to obtain interest rates.
Prestige Money Market

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee/Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Excessive withdrawal fee</td>
<td><strong>$10</strong> after 6 transactions</td>
</tr>
<tr>
<td>Interest rate tiers*</td>
<td><em>$0.01 - $99,999.99</em></td>
</tr>
<tr>
<td></td>
<td><em>$100,000 - $249,999.99</em></td>
</tr>
<tr>
<td></td>
<td><em>$250,000 - $499,999.99</em></td>
</tr>
<tr>
<td></td>
<td><em>$500,000 and above</em></td>
</tr>
</tbody>
</table>

*After February 22, 2015, please contact your local store to obtain interest rates.

Public Funds Checking

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee/Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly maintenance fee – no change</td>
<td><strong>$12.50</strong></td>
</tr>
<tr>
<td>Requirement to avoid monthly</td>
<td><strong>$2,500</strong> minimum daily balance</td>
</tr>
<tr>
<td>maintenance fee – no change</td>
<td></td>
</tr>
<tr>
<td>Checks paid / deposited item fee</td>
<td><strong>$0.20</strong> per check after 500 items</td>
</tr>
<tr>
<td>Cash deposit / purchased fee</td>
<td><strong>$0.20</strong> per $100. First <strong>$10,000</strong> at no cost</td>
</tr>
</tbody>
</table>

Public Funds Interest Checking

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee/Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly maintenance fee – no change</td>
<td><strong>$15.00</strong></td>
</tr>
<tr>
<td>Requirement to avoid monthly</td>
<td><strong>$3,000</strong> minimum daily balance</td>
</tr>
<tr>
<td>maintenance fee – no change</td>
<td></td>
</tr>
<tr>
<td>Checks paid / deposited item fee</td>
<td><strong>$0.20</strong> per check after 500 items</td>
</tr>
<tr>
<td>Cash deposit / purchased fee</td>
<td><strong>$0.20</strong> per $100. First <strong>$10,000</strong> at no cost</td>
</tr>
<tr>
<td>Interest rate tiers*</td>
<td><em>$0.01 - $2,499.99</em></td>
</tr>
<tr>
<td></td>
<td><em>$2,500 - $9,999.99</em></td>
</tr>
<tr>
<td></td>
<td><em>$10,000 - $24,999.99</em></td>
</tr>
<tr>
<td></td>
<td><em>$25,000 and above</em></td>
</tr>
</tbody>
</table>

*After February 22, 2015, please contact your local store to obtain interest rates.
Public Funds Analyzed Money Market will move into Public Funds Money Market

<table>
<thead>
<tr>
<th>Monthly maintenance fee – no change</th>
<th>$10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requirement to avoid monthly maintenance fee – no change</td>
<td>$2,500 minimum daily balance</td>
</tr>
<tr>
<td>Excessive withdrawal fee</td>
<td>$10 per transaction after 6 transactions</td>
</tr>
<tr>
<td>Excessive deposit item fee</td>
<td>$0.25 per item over 25 checks deposited</td>
</tr>
</tbody>
</table>
| Interest rate tiers* | $.01 - $49,999.99  
| | $50,000 - $149,999.99  
| | $150,000 - $499,999.99  
| | $500,000 - $999,999.99  
| | $1,000,000 - $29,999,999.99  
| | $30,000,000 and above |

*After February 22, 2015, please contact your local store to obtain interest rates.

Public Funds Savings

<table>
<thead>
<tr>
<th>Monthly maintenance fee – no change</th>
<th>$3.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requirement to avoid monthly maintenance fee - no change</td>
<td>$200 minimum daily balance</td>
</tr>
<tr>
<td>Excessive withdrawal fee</td>
<td>$10 per transaction after 6 transactions</td>
</tr>
</tbody>
</table>
The following changes apply to Analyzed Business Checking, Analyzed Interest Checking, Public Funds Analyzed Checking, IOLTA Checking and IRETA Checking.

The T-Bill Analyzed Interest Checking will move into Analyzed Interest Checking.
The Housing Fund Checking will become an IRETA Checking and Interest on Lawyer Trust Checking will become an IOLTA Checking.

<table>
<thead>
<tr>
<th>Monthly maintenance fee – no change</th>
<th>$15</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requirement to avoid monthly maintenance fee</td>
<td>Earnings Credit Allowance can be used to offset fee</td>
</tr>
<tr>
<td>Checks paid</td>
<td>$0.16 per item</td>
</tr>
</tbody>
</table>
| Checks deposited | On-us - $0.09/item
All other - $0.11/item |
| Store cash deposited / purchased | $0.15 per $100 |
| ACH received debit / credit items | $0.16 per item |
| Deposit assessment - no change | $0.055 per $1,000 average collected balance |
| 10% Reserve Requirement | Eliminated |
| Negative collected balance interest | If the average collected balance in the account is negative, a charge will be assessed at 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. |
| Interest rate tiers* | Analyzed Interest Checking
$0.01 and above |
|                       | IOLTA Checking
$0.01 - $24,999.99
$25,000 - $49,999.99
$50,000 - $99,999.99
$100,000 - $249,999.99
$250,000 - $499,999.99
$500,000 and above |
|                       | IRETA Checking
$0.01 - $24,999.99
$25,000 and above |

*After February 22, 2015, please contact your local store to obtain interest rates.
Analyzed Business Money Market

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Checks paid</td>
<td>$0.16 per item</td>
</tr>
<tr>
<td>Checks deposited</td>
<td></td>
</tr>
<tr>
<td>On-us - $0.09/item</td>
<td></td>
</tr>
<tr>
<td>All other - $0.11/item</td>
<td></td>
</tr>
<tr>
<td>Store cash deposited / purchased</td>
<td>$0.15 per $100</td>
</tr>
<tr>
<td>ACH received debit / credit items</td>
<td>$0.16 per item</td>
</tr>
<tr>
<td>Negative collected balance interest</td>
<td></td>
</tr>
<tr>
<td>If the average collected balance in the account is negative, a charge will be assessed at 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.</td>
<td></td>
</tr>
<tr>
<td>Excessive withdrawal fee</td>
<td>$10 per transaction after 6 transactions</td>
</tr>
<tr>
<td>Interest rate tiers*</td>
<td></td>
</tr>
<tr>
<td>$0.01 - $7,499.99</td>
<td></td>
</tr>
<tr>
<td>$7,500 - $29,999.99</td>
<td></td>
</tr>
<tr>
<td>$30,000 - $99,999.99</td>
<td></td>
</tr>
<tr>
<td>$100,000 - $499,999.99</td>
<td></td>
</tr>
<tr>
<td>$500,000 and above</td>
<td></td>
</tr>
</tbody>
</table>

*After February 22, 2015, please contact your local store to obtain interest rates.

There is no change to your CD term or interest rate until maturity. Prior to maturity, you will receive a notice of the disclosures of the account that will apply, should you choose to renew your certificate.

We offer standard overdraft services with your account. We also offer optional overdraft transfer services such as a link to a savings account or line of credit. Please note that Bounce Guard is no longer offered on money market accounts. To learn more please see the overdraft disclosure on pages 52-54 or contact us about these services.
# General Services

<table>
<thead>
<tr>
<th>Service</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Account Research</strong></td>
<td>Includes account balancing and multiple copy requests. 1-hour minimum.</td>
<td>$40 per hour</td>
</tr>
<tr>
<td><strong>Cashier’s Check</strong></td>
<td>Check issued by Umpqua Bank.</td>
<td>$10 each</td>
</tr>
<tr>
<td><strong>Check Cashing Services</strong></td>
<td>Non-Customer, Umpqua Bank check.</td>
<td>$6 each</td>
</tr>
<tr>
<td></td>
<td>Non-Customer, non-Umpqua Bank check.</td>
<td>$30 each</td>
</tr>
<tr>
<td><strong>Check Collection</strong></td>
<td>Service provided when we directly collect funds from another bank for a check made payable to you; or, for any check made payable to you that is drawn on an international bank.</td>
<td>$30 domestic</td>
</tr>
<tr>
<td><strong>Checking Supplies</strong></td>
<td>Checks, deposit slips or other banking supplies ordered for your account.</td>
<td>Ask us for pricing</td>
</tr>
<tr>
<td><strong>Coupon Redemption</strong></td>
<td>Service provided when you request that we collect payment for a bond issued by a corporation, federal, state or local government agency.</td>
<td>$30 each</td>
</tr>
<tr>
<td><strong>Returned Unpaid Coupon</strong></td>
<td>Attempt to collect a bond issued by a corporation, federal, state or local government agency results in a return item.</td>
<td>$20 each</td>
</tr>
<tr>
<td><strong>Dormant Account</strong></td>
<td>When your account has had no activity (deposits or withdrawals) for 24 consecutive months as allowed by state law.</td>
<td>$5 per month</td>
</tr>
<tr>
<td><strong>Foreign Currency Exchange</strong></td>
<td>When you want U.S. currency exchanged for foreign currency or foreign currency exchanged for U.S. currency.</td>
<td>Ask us for pricing</td>
</tr>
<tr>
<td><strong>Foreign Draft</strong></td>
<td>A check drawn on a foreign bank and issued in the local (foreign) currency.</td>
<td>$50 each</td>
</tr>
<tr>
<td><strong>Legal Processing</strong></td>
<td>Processing of any garnishment, tax levy, or other court administrative order, whether or not the funds are actually paid as allowed by state law.</td>
<td>$125 per request</td>
</tr>
<tr>
<td><strong>Store Deposit Supplies</strong></td>
<td>Security bags and other banking supplies.</td>
<td>Ask us for pricing</td>
</tr>
<tr>
<td><strong>Returned Deposit Item</strong></td>
<td>An item you deposit, or check cashed that is returned unpaid from another bank.</td>
<td>$10 domestic</td>
</tr>
<tr>
<td><strong>Safe Deposit Box</strong></td>
<td>Boxes of various sizes can be rented at select stores.</td>
<td>Ask us for pricing</td>
</tr>
<tr>
<td><strong>Statement Copy</strong></td>
<td>Additional copies of a statement, mailed, faxed or picked up at a store. Online statements are available at no cost.</td>
<td>$3 each</td>
</tr>
<tr>
<td><strong>Stop Payment</strong></td>
<td>Single item or series of checks, direct debits or bill payments (12 month duration).</td>
<td>$35 each</td>
</tr>
<tr>
<td><strong>Verification of Deposit</strong></td>
<td>A request to verify deposit account at Umpqua.</td>
<td>$25 each</td>
</tr>
</tbody>
</table>
### ATM services

<table>
<thead>
<tr>
<th>Service</th>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Umpqua Bank ATM Transactions</td>
<td>A deposit, withdrawal or balance inquiry at an ATM location that is not owned by Umpqua Bank.</td>
<td>$2.50 per transaction</td>
</tr>
<tr>
<td>International ATM Transactions</td>
<td>A deposit or withdrawal at an ATM location outside of the US.</td>
<td>2% of transaction amount</td>
</tr>
<tr>
<td>ATM Mini Statement</td>
<td>A statement printed at an ATM.</td>
<td>$1 per statement</td>
</tr>
</tbody>
</table>

### Overdraft services

Note: Insufficient funds may be created by check, ATM withdrawal, in-person withdrawal, transfer or other electronic means. Overdraft paid item fees will not occur on ATM and everyday debit card transactions unless you authorize us to pay overdrafts on these transactions.

<table>
<thead>
<tr>
<th>Service</th>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overdraft Paid Item</td>
<td>An item that has been paid against insufficient funds in your account. We will not charge for an Overdraft Paid Item if your ending account balance is overdrawn by $5.00 or less.</td>
<td>$35 per item</td>
</tr>
<tr>
<td>Non-sufficient Funds (NSF) Returned Item</td>
<td>An item that has been returned due to insufficient funds in your account.</td>
<td>$35 per item</td>
</tr>
<tr>
<td>Daily Maximum Overdrafts / NSF</td>
<td>If multiple items are presented in one business day, we will limit the number of those fees to no more than 5, or $175.</td>
<td>5 ($175)</td>
</tr>
<tr>
<td>Overdraft Transfer</td>
<td>When your account is linked to a savings, money market, personal line of credit or other checking accounts, we will transfer available funds in $100 increments unless otherwise specified.</td>
<td>$10 per transfer</td>
</tr>
<tr>
<td>Continuous Overdraft Fee</td>
<td>For Business accounts only. If your account remains overdrawn 5 consecutive business days.</td>
<td>$5 per day after 5th business day</td>
</tr>
</tbody>
</table>

### Wire transfer services (in store)

<table>
<thead>
<tr>
<th>Service</th>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Incoming (Domestic or International)</td>
<td>A transfer of funds into your account from anywhere in the U.S. or abroad.</td>
<td>$15 each</td>
</tr>
<tr>
<td>Outgoing Domestic</td>
<td>A transfer of funds out of your account to anywhere in the U.S.</td>
<td>$25 each</td>
</tr>
<tr>
<td>Outgoing International</td>
<td>A transfer of funds out of your account to anywhere outside of the U.S.</td>
<td>$50 each</td>
</tr>
<tr>
<td>Trace or Amendment</td>
<td>A request to trace or amend an already processed wire transfer request.</td>
<td>$30 per request</td>
</tr>
</tbody>
</table>

### Store services for business accounts

<table>
<thead>
<tr>
<th>Service</th>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rolled Coin Deposit / Purchase</td>
<td>Individual rolls of coin purchased or deposited at any Umpqua Bank location.</td>
<td>$0.10 per roll</td>
</tr>
<tr>
<td>Coin Bag Deposit</td>
<td>Mixed or partial bag of coin deposited at any Umpqua Bank location.</td>
<td>$7.50 per bag</td>
</tr>
<tr>
<td>Returned Deposit Item - Special Instructions</td>
<td>Special instructions you provide regarding the handling of returned deposit items.</td>
<td>$20 for set up</td>
</tr>
</tbody>
</table>
We have eliminated the Online Wire and ACH Origination monthly service fee.

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Complimentary single-user business online banking</td>
<td></td>
</tr>
<tr>
<td>Multi-user business online banking</td>
<td>$20 per month</td>
</tr>
<tr>
<td>Online domestic wire transfers</td>
<td>$17.50 per transfer</td>
</tr>
<tr>
<td>ACH originated items</td>
<td>$2 per item</td>
</tr>
<tr>
<td>ACH adjustments</td>
<td>$10 per item</td>
</tr>
</tbody>
</table>
### Treasury Management Services

All fees are per item unless otherwise noted. Effective March 1, 2015.

#### Account Reconciliation Services
- Full Account Reconciliation Per Account: $30.00
- Partial Account Reconciliation Per Account: $20.00
- Deposit Reconciliation Per Account: $20.00

#### ACH Fraud Prevention Services
- **ACH Block All**
  - Monthly Maintenance Per Account: $10.00

#### ACH Positive Pay
- Monthly Maintenance Per Account: $25.00

#### ACH Origination Services
- **ACH MAINTENANCE and Transaction Fees**
  - Monthly Maintenance Business
    - Online Banking: $25.00
  - Monthly Maintenance Direct Send: $30.00
  - Batches Originated: $5.00
  - Debits Originated: $0.12
  - Credits Originated: $0.12
  - IAT Debits/Credits Originated: $2.00
  - Addendums Originated: $0.12
  - ACH Returns: $5.50
  - ACH Notification of Change: $2.00
  - Reversal of ACH File: $15.00
  - Deletion of ACH File: $15.00
  - Reversal of ACH Item: $5.00
  - ACH SFTP File Delivery Per Setup: $250.00

#### ACH Reporting Services
- **ACH Remittance Advices – Email**
  - Per Account: $25.00
- **ACH Remittance Advices Online Reporting**
- **See Business Online Banking Electronic Report Delivery**
- **ACH Returns Online Reporting**
- **See Business Online Banking Electronic Report Delivery**

#### Cash Vault Services
- Setup Fee Per Customer: $250.00

#### Standard Cash Vault
- Monthly Fee Per Endpoint: $35.00

#### Standard Cash Vault Plus Checks
- Monthly Fee Per Endpoint: $50.00

#### InstaVault
- Monthly Fee Per Safe: $30.00
- Expedited Credit: 90 Day LIBOR +100bps

#### Cash Vault Deposit Activity
- Cash Vault Return Dup Deposit Ticket: $30.00
- Deposit Ticket (Credit Posted): $1.80
- Deposit Adjustment: $6.00
- Currency/Coin Deposited: $0.001/$1.00
- Coin Deposited, Standard Bag: $3.00
- Coin Deposited, Partial Bag: $4.00
- Coin Deposited, Mixed Bag: $5.00
- Coin Deposited, STC: $8.00
- Check Deposited Item: $0.13

#### Coin/Currency Furnished Activity
- Touchtone/Online Order: $5.00
- Standing Order: $4.50
- Manual Order: $6.00
- Emergency Order (after 3pm Pacific): $30.00
- Currency Furnished: $0.001/$1.00
- Coin Furnished, Standard Box: $4.50
- Coin Furnished, Standard Half Box: $3.00
- Coin Furnished, Rolled: $0.12/roll
- Currency Furnished Non-Standard: $0.001/$1.00
- Supplies: Quote

#### CD ROM Imaging Services
- Monthly Per Account: $25.00
- Quarterly Per Account: $50.00
- Semi-Annual Per Account: $75.00
- Annual Per Account: $100.00
Check Fraud Services

Check Block
Monthly Maintenance Per Account ...................... $0.00

Check Positive Pay
Monthly Maintenance (1-5 accounts) Per Account .......................... $35.00
Monthly Maintenance (6+ accounts) Per Account .................. $10.00
Issues .................................................. $0.01
Voids ................................................... $0.01
Returns ................................................. $5.50

Reverse Positive Pay
Monthly Maintenance Per Account .................. $50.00
Returns ................................................. $5.50

Controlled Disbursement Services
Monthly Maintenance Per Account .................. $150.00
Per Item .............................................. $0.20
Online Reporting .................................... See Business Online Banking Electronic Report Delivery

Lockbox Services
Setup Fee Per Lockbox ................................... $250.00
Annual P.O Box Rental (Standard) Per Box ........ $100.00
Annual P.O Box Rental (Custom) Per Box .... By Quote
Monthly Maintenance Per Lockbox ................. $175.00
Additional Lockboxes Per Lockbox ................ $50.00
Monthly Maintenance Multiple Account Lockbox ......................... $190.00
Lockbox Deposits Posted ................................ $1.20
Remittance Processed ................................ $0.40
Documents Scanned .................................. $0.07
Image Archived ...................................... $0.05
Image Retrieved 1-500 ................................. $0.00
Image Retrieved 501-3000 ........................... $0.03
Imaged Retrieved 3001+ ............................ $0.02
Remittance Rejected ................................ $0.30
Remittance Returned ................................ $0.44
Image Paper Return .................................. $0.10
Data Capture Per Keystroke ......................... $0.02
Multiple Payee 10-39 ................................ $0.14
Multiple Payee >40 .................................. $0.16

Lockbox Services, Cont’d
Fine Sort > or = 5 Sorts ................................. $0.20
Rough Sort < 5 Sorts ................................. $0.16
Remit Process Foreign Check ......................... $14.00
Remit Process Cash ................................ $11.00
Document Re-association ............................ $0.09
Stop/Positive File Monthly Maintenance .......... $125.00
Stop/Positive Account Lookup ....................... $0.50
Transmission Fee Per Month Per Box ............. $125.00
Programming Fees Per Hour ......................... $250.00
Mail Forward (max 3 months) Per Box Per Month ................ $75.00
Special Delivery ................................. By Quote
Custom Processing ............................... By Quote

Applicable Depository Services Fees:
LBX Credits Posted .................................. $1.20
Deposited Items On Us .............................. $0.09
LBX Deposited Items Not On Us ................... $0.09

Online Banking Services
Single User Monthly Maintenance ......... No Charge
Multi-User Monthly Maintenance ............... $20.00
Includes Premium Reporting
ACH Origination ................................. See ACH Origination
Electronic Report Delivery Per Report Type .... $20.00
Extended History – 12 Months ................... $5.00
Extended History – 18 Months .................. $20.00
Stop Payments .................................. $18.00
Unlimited Business Billpay ....................... No Charge
Wire Transfer ................................. See Wire Transfer

Payroll Card Services
Set Up Fee ............................................. $100.00
Company Monthly Maintenance ............... $20.00
Company Per Card ................................ $0.00

Remote Deposit Capture Services
Scanner ........................................ By Quote
Monthly Maintenance
(Two Accounts/1 Scanner) ......................... $50.00
Additional Accounts ................................ $4.00
Additional Scanners ............................. $4.00
### Remote Deposit Image File Services
- **Set Up Fee**: $250.00
- **Set Up Fee – Preferred Vendor**: $125.00
- **Remote Deposit Image File Monthly Maintenance**: $125.00
- **Remote Deposit Image File Monthly Maintenance – Preferred Vendor**: $40.00
- **RemitPlus Software**: By Quote
- **RemitPlus Monthly Maintenance**: $125.00
- **RemitPlus or Upload Processing Items**: $0.05

### Special Depository Services
- **Setup Fee Per Account**: $80.00
- **Monthly Maintenance Per Account**: $35.00
- **Deposit Tickets**: $1.00
- **Express ATM currency Deposited**: $0.0016
- **Express ATM Credits Posted**: $1.50
- **Deposited Checks On-Us**: $0.10
- **Deposited Checks Off-Us**: $0.10
- **ATM Deposited Checks**: $0.12
- **Cash Deposited/$1 Ver Teller Windows**: $0.0016
- **Cash Deposited/$1 Ver Cash Vault**: $0.0012
- **Coin Deposited Full Bags**: $2.50
- **Change Order Charge Store**: $5.00
- **Rolled Coin Ordered Store**: $0.15
- **Currency Order/$1 Store**: $0.0016
- **Bag Deposit Processing**: $0.60
- **Return Item Chargeback**: $4.00
- **Return Item Special Instructions**: $0.25
- **Return Item Re-deposited**: $5.00
- **Photocopy**: $10.00
- **Credit Posted**: $1.50
- **Debits Posted**: $0.12
- **Deposited Check Foreign**: $5.00
- **Deposited Item Canadian**: $5.00
- **Cash Deposit Adjustment**: $6.00
- **Cash Deposit Adjustment Advice**: $2.00
- **Encoded Checks Transit**: $0.115
- **Return Item Special Inst Monthly Fee**: $1.00
- **Cash Vault Deposited Checks Transit**: $0.165
- **Cash Deposit Night Drop**: $0.0016/$1.00
- **Monthly Maintenance - Check Cashing Service**: $125.00

### Sweep Services
#### Loan Sweep
- **Monthly Maintenance Per Account**: $175.00

#### Loan/Investment Sweep*
- **Monthly Maintenance Per Account**: $200.00
*Other Investment Fees apply. Mutual Fund Sweep product is not FDIC Insured, is not backed or guaranteed by any bank and involves investment risk including possible loss of principal

#### Money Market Sweep
- **Monthly Maintenance Per Account**: $75.00

#### Mutual Fund Sweep*
- **Monthly Maintenance Per Account**: $100.00
*Other Investment Fees apply. Mutual Fund Sweep product is not FDIC Insured, is not backed or guaranteed by any bank and involves investment risk including possible loss of principal

#### Repurchase Agreement Sweep*
- **Monthly Maintenance Per Account**: $75.00
*Repurchase Agreement Sweep product is not FDIC Insured, is not backed or guaranteed by any bank and involves investment risk including possible loss of principal

### Tax Payment Services
- **Account Maintenance Per Account**: $5.00
- **Per State or Federal Tax Payment**: $4.00
- **Fax Receipt**: $1.50
- **Mailed Receipt**: $2.50
- **Quarterly Report**: $17.50

### Wire Transfer Services
#### Online Wire Transfers
- **Business Online Banking Monthly Maint Per Cust**: $25.00
- **Domestic Outgoing**: $12.00
- **Foreign Outgoing - US Dollar**: $35.00
  *Note: Additional Intermediary Fees May Apply*
- **Foreign Outgoing – Foreign Currency**: $25.00
  *Note: Additional Intermediary Fees May Apply*
Zero Balance Account Services
Master Acct Monthly Maintenance
Per Account..................................................$25.00
Sub Acct Monthly Maintenance
Per Account..................................................$10.00

Additional Services
Please contact our Treasury Management Services
Group at 866-563-1010 for a customized quote on
these additional services.

Commercial Cards.................................Quote
International Banking Services..................Quote
Lockbox Services – Not Listed....................Quote
Merchant Services.................................Quote
Money Service Business.........................Quote

Note: MSB Requires Account Analysis
An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. We can cover your overdrafts in two different ways:

1. We have **standard overdraft services** that come with your account.
2. We also offer **optional overdraft services**, such as a link to a savings account or line-of-credit, which may be less expensive than our standard overdraft services. To learn more, ask us about these services.

This disclosure explains our **standard overdraft services**.

**What are the standard overdraft services that come with my account?**

Our Bounce Guard service authorizes and pays transactions that may overdraw your account. We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction. If we do not authorize and pay a transaction that could overdraw your account, your transaction will be declined or returned.

**What fees will I be charged if Umpqua pays my overdraft?**

Under our standard overdraft services:

- We will charge you a fee of $35 each time we pay or return a transaction that overdraws your account.

- Also, if your account is overdrawn after 5 consecutive business days, we will charge you an additional $5 per business day.

Please refer to the Umpqua **Other Services & Fee Schedule**.

**Overdrafts could occur on your account in several ways.**

We do not encourage you or any other authorized individuals on the account to overdraw your account; however a negative balance could occur on your account in several ways, including:

- The payment of checks, online bill payments, debit card purchases, electronic debits, ATM withdrawals or other withdrawal requests.

- Deposited transactions that are returned unpaid.

- Service charges or other fees posted to your account.

- Also, any of these transactions, if presented when there are holds on deposited funds where funds are not yet available for your use. Refer to the Funds Availability section of your Business Rules & Regulations General Policies & Disclosures for more information.

The amount of any overdraft balance on your account, plus any associated fees, shall be due and payable upon demand. If there are any transactions paid by us that overdraw your account, and the account has more than one (1) owner, each owner or agent shall be jointly and severally liable for the overdraft balance plus the associated fees.
**We post transactions in a specific manner.**

If there are funds to cover some but not all of the transactions posting to your account, we will post them in a specific manner in order to ensure compliance with various Federal and State Laws. For additional details on the Bank’s posting order, or the order in which we post transactions to your account, please refer to the Payment Order of Items section of your Business Rules & Regulations General Policies & Disclosures for more information.

**We offer the Bounce Guard service for checking accounts as a standard service.**

We are not obligated to pay any transaction presented for payment if your account does not contain sufficient funds. However, if you maintain your checking 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 refer to this service as Bounce Guard.

Most checking accounts automatically come with the Bounce Guard service which covers all transaction types.

**You may opt out of the Bounce Guard service.**

At any time you may choose to opt out of the Bounce Guard service. If you do so and transactions are presented against an account that has insufficient funds, this may cause us to:

- Decline all ATM transactions and everyday debit card transactions; a fee will not be charged.
- Return checks, electronic debits and bill payments; a fee will be charged.
- Also, pay recurring debit card transactions; a fee will be charged.

Opting out of Bounce Guard does not guarantee that your account will not become overdrawn.

If you would like to opt out of Bounce Guard, please contact us. We will follow up your request with a notification of your decision by mail.

**We may refuse to pay any transaction.**

At any time, we may refuse to pay any transaction which would cause your account to become overdrawn, even though we may have previously paid such transactions. For example, we may not pay overdrafts if your account is not in good standing or you have too many overdrafts. We have no obligation to notify you before we pay or return a transaction. However, you will be notified by mail after any of these transactions are paid or non-sufficient fund (NSF) transactions are returned on your account. If we refuse to pay a transaction, a fee may be charged; multiple fees may be applied in any given day.

Please refer to the Umpqua Other Services & Fee Schedule.
We will notify you of your situation and options when your account is overdrawn.

If your account remains continuously overdrawn, we will periodically notify you by mail informing you of your situation and options. If after 30 days, your account has not been brought to a positive balance, we will close your account and take other steps to recover the overdrawn funds and any associated fees. These steps could include submitting a negative report to a reporting agency and turning your account over to a collection agency.

We offer other services that can help you maintain your account.

We offer other services that can help you maintain your account and may reduce the cost of overdrafts. Please ask your Store Associate, call us or visit us online at www.umpquabank.com for more information on our optional overdraft services, use of check registers, account alerts, mobile banking, telephone banking, online banking and account transaction downloads.

If you have questions about this document or any banking needs, please visit your local Store, or call us at 1-866-4UMPQUA (1-866-486-7782).