



Personal
Rules & Regulations
 General Policies & Disclosures

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TERMS AND CONDITIONS OF YOUR ACCOUNT

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

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

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

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

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

Check - Means any written order to pay a specific amount of money drawn on, payable through or at, or processed by, a bank or other depository institution.

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

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

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

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

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

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

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

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

As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

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

LIABILITY - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

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

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

or not to follow the instructions given by the agent as long as our decision is made in good faith.

AMENDMENTS AND TERMINATION - We may change any term of this agreement including, but not limited to, terms that are found in the Truth in Savings Disclosure provided under Regulation DD. Although Regulation DD allows us to change certain account terms without notice to you, we will give you reasonable written notice of changes as required by Regulation DD or any other applicable law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. If your account reaches a zero balance, or you apply for an account but never deposit funds into it, we may either keep the account open or close the account without notice. We may send you written notice that we have closed or will close your account and return the account balance less any fees, claims or setoffs. After your account is closed, we have no obligation to accept deposits or pay any outstanding checks. We will have no liability for refusing to honor any check drawn on a closed account. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

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

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

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

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

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

We may deny a claim for losses due to forged, altered or unauthorized transactions, items or signatures if you do not guard against improper access to your checks, statements, deposit slips, endorsement and signature stamps, and account information.

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

A "statement period" means the period covered by your account statement. If you receive a statement monthly, the monthly statement period may or may not be a calendar month, but in most cases it won't be more than 32 days or less than 28. The specific dates covered by your account statement will be on your statement.

Statements are a valuable tool to help prevent fraudulent or mistaken transfers. Your statement will show the transactions that occurred in connection with your account during the statement period. Daily review of your account activity in online banking can also significantly reduce your exposure to fraudulent losses. Contact us if you do not receive your regular statement.

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

Your duty to report unauthorized signatures, alterations and forgeries on checks - You must examine your statement of account with "reasonable promptness" to protect your rights, including your right to dispute a transaction that you believe is forged, unauthorized, missing a signature or endorsement, altered, a missing or diverted deposit, illegible image or any other error or discrepancy relating to your account. If you discover (or reasonably should have discovered) any item as listed above, you must promptly notify us of the relevant facts at which time we agree to exercise our best efforts to stop all items that may be subject to reported fraud. If you fail to do either of these duties, you will have to either share the loss with us, or you will bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). In that regard, we process checks and other items by automated means and do not visually examine all checks or other items. You agree that we do not fail to exercise ordinary

care because we use these automated procedures. You also agree that we do not fail to exercise ordinary care if the items were forged or altered so cleverly (as by unauthorized use of a facsimile machine, photocopy machine, computer equipment or otherwise) that a reasonable person would not detect the forgery or alteration.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of thirty (30) days from when the statement is first sent or made available to you. The account statement will be considered correct for all purposes unless you notify us in writing within a reasonable period of time not exceeding thirty (30) calendar days after the periodic statement is sent or made available to you. You further agree that if you fail to report any unauthorized signatures, alterations, or forgeries in your account within sixty (60) days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement whether or not we used ordinary care, and as between you and us the loss will be entirely yours.

When you report missing, stolen or unauthorized checks, we may recommend that you close your current account and open a new 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.

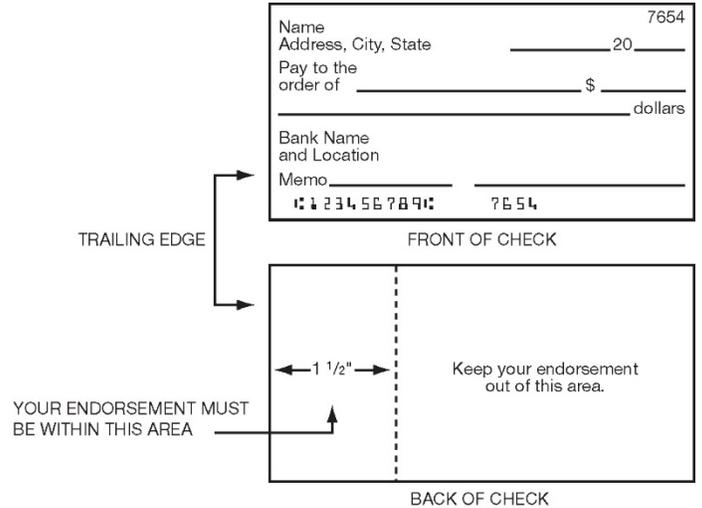
Errors relating to electronic fund transfers or substitute checks - For information on errors relating to electronic fund transfers (e.g., computer, debit card or ATM transactions) refer to the *Electronic Fund Transfers* section in this document and the sections on consumer liability and error resolution.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

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

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

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

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



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

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

- you are authorized by the Beneficial Owners to benefit from any interest or analyzed Current Period Credit ("Account Earnings") related to your account, and
- 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.

These endorsement guidelines apply to both personal and business checks.

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.

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

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

Stale-dated checks - We are not obligated to, but may at our option, pay a check, other than a 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.

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.

Even if we honor a nonconforming request, we are not required to do so later. We may treat continued abuse of the stated limitations (if any) as your act of closing the account, or we may at our option reclassify your account as a transaction account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

You agree to write checks and deposit items in an ink type or color (preferably black or blue ballpoint) that will reproduce clearly when imaged or copied, and bears designs or security features that allow checks to be reproduced clearly. Your failure to deposit or draw items which are deemed usable can result in additional

timeframes for availability or finality of payment, and collection charges including consequential damages suffered as a result of this failure.

Remotely Created Checks - Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line. For example, if you provide an account number in response to a telephone solicitation, the telephone solicitor may use your account number to issue a remotely created check to withdraw money from your account.

Giving your account information to someone to generate a Remotely Created Check: If you willingly provide your account information to someone and authorize them to withdraw money from your account, we may, but are not required to, charge your account and pay such item. You are responsible for any remotely created checks paid against your account, even if the items are in excess of the amount you authorized. We may refuse to honor these checks without cause or prior notice, even if we have honored similar items previously. You agree that we are under no obligation to verify whether the name and account number shown on the checks are consistent with our records. You further agree that we may either pay the check or refuse to honor it. You agree to provide us on request with a copy of any written agreement you may have with the third party initiating the check and you agree to hold us harmless from any liability that may exist as a result of your use of a remotely created check.

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

Our policy does not permit any account to have dual or other multiple signature requirements. The automated processing of the large volume of checks we receive prevents us from inspecting or reviewing signatures on any checks. You acknowledge that our processing policy does not permit any account to have dual or other multiple signature requirements, you waive any requirement that we not process items without more than one signature, and you agree that we do not fail to exercise reasonable care in paying an item even though we do not perform a sight examination of that item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

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

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

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

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

Joint Account - With Survivorship - Is an account or certificate owned by the named parties. Upon the death of any of them, ownership passes to the survivor(s).

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

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

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

Trust Account Subject to Trust Authorization - We will abide by the terms of any Trust Authorization which clearly pertains to the account and which you file with us. Any additional consistent terms stated on this form will also apply.

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

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

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

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

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

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

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

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

ACCOUNT BALANCE - Information provided to you regarding your current or available balance may not include outstanding checks, pending card transactions, or scheduled electronic items that have not yet posted to your account.

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

BACKUP WITHHOLDING/TIN CERTIFICATION - Federal tax law requires us to report interest payments we make to you of \$10 or more in a year, and to include your taxpayer identification number (TIN) on the report. Interest includes dividends, interest and bonus payments for purposes of this rule. Therefore, we require you to provide us with your TIN and to certify that it is correct. The TIN is a social security number (SSN). The appropriate TINs for various other types of accounts are:

Account type - TIN

Individual - SSN of the individual.

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

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

Informal (Revocable) Trust - SSN of the owner.

In some circumstances, federal law requires us to withhold and pay to the IRS a percentage of the interest that is earned on funds in your accounts. This is known as backup withholding. We will not have to withhold interest payments when you open your account if you certify your TIN and certify that you are not subject to backup withholding due to underreporting of interest. We may subsequently be required to begin backup withholding if the IRS informs us that you supplied an incorrect TIN or that you underreported your interest income. If you do not have a TIN, we may defer backup withholding if you certify that you do not have a TIN but have applied for one. However, we must begin backup withholding if you do not supply us with a certified TIN within 60 days. If you do not have a TIN because you are a foreign person (either an individual who is a nonresident alien or a foreign organization) you must certify your foreign status. If you are an exempt payee (receiver of interest payments), you do not need to certify your TIN, but you will have to certify your exempt status and supply us with your TIN. The most common exempt payees are corporations, organizations exempt from tax under Section 501(a), and an individual retirement plan or a custodial account under Section 403(b)(7). If you do not supply us with the appropriate TIN, we may refuse to open your account.

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

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

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

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.

UNCLAIMED PROPERTY - The law establishes procedures under which unclaimed property must be surrendered to the state. We may have our own rules regarding dormant accounts. We may charge a fee for dormant accounts as disclosed on the Other Account Services disclosure. The funds in your account are considered unclaimed if you have not had any activity or communication with us regarding your account within the time period specified by state law, generally a period of years. Generally, deposits and withdrawals conducted at an Umpqua Bank location, checks clearing, ATM and POS withdrawals, and address and phone number changes will be considered activity that will update your account. Transactions that will not update your account include, direct deposits, automatic withdrawals and transfers (including loan payments) and bill pay payments. Ask us if you want further information about the period of time or type of activity that will prevent your account from being unclaimed or dormant. If your funds are surrendered to the state, you may be able to reclaim them, but your claim must be presented to the state. Once your funds are surrendered, we no longer have any liability or responsibility with respect to the funds.

DIRECT DEPOSITS - If, in connection with a direct deposit plan, we deposit 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.

DISPUTES - We may refuse to pay money out of your account or otherwise place a hold on funds that are subject to a dispute (including, but not limited to, a dispute

over who is an authorized signer or owner) until the dispute about the account is resolved. In addition, if we have actual knowledge of a dispute or adverse claim to funds in your account, we may, at our discretion: (1) require as a condition to disbursement of any funds in the account, that you execute a bond or indemnification agreement satisfactory to us, indemnifying us for any liability or loss for paying such sums to you; or (2) interplead the disputed funds into any court of competent jurisdiction asking the court to decide who should have the funds. You agree to reimburse us for our expenses, including attorneys' fees and costs, incurred in enforcing our rights under this Agreement. 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.

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.

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.

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

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

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.

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.

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

We can cover your overdrafts in two different ways:

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

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

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

The amounts of the overdraft and NSF fees are disclosed elsewhere. We encourage you to keep careful records and practice good account management. This will help you to avoid creating items without sufficient funds and incurring the resulting fees.

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

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

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

RETURNED ITEMS - If a check or other item you deposit or cash is returned to us for any reason, at any time, we may debit your account for the amount of the item. We may also debit your account for any interest you may have provisionally earned on the item. We also charge you a fee for each returned item. See your *Product Disclosure* and *Other Account Services disclosure* for current pricing. We may debit your account for a returned item at any time on or after the day it is returned to us by electronic or other means, or the day we receive notice that the item is being returned to us - whichever is earlier. Furthermore, if an item deposited in your

account has been paid by the financial institution on which it is drawn and that institution later returns the item to us claiming that it was altered, forged or unauthorized or should not have been paid for any other reason, we may debit your account for the amount of the item. If you have insufficient funds to cover a returned item, we may overdraw your account. You agree to repay us immediately.

SECURITY - It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card, Online Banking Login ID and Password) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TRANSFER LIMITATIONS - For savings and money market accounts you may make up to six transfers or withdrawals by means of a preauthorized, automatic, or telephonic transfer to another account of yours or to a third party or by check, 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. You will be sent a notice and charged according to the current *Product Disclosure* and *Other Account Services* disclosure when transfer limits are exceeded. If you continue to exceed transaction limits for this type of account after we have contacted you your account may be subject to closure or transferred to a transactional account.

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.

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

ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

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

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

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

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

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

Telephone Transfers - You may access your account by telephone 24 hours a day, seven days a week, at 866-486-7782 using your personal identification number (PIN), a touch tone phone, and your account numbers, to:

- transfer funds between deposit accounts
- Advance funds from a line of credit to a deposit account
- Make consumer loan or line of credit payments from a deposit account
- get information about:
 - obtain account balances and recent transactions to any deposit or loan account with the bank

Telephone transfers must be preauthorized.

Online Banking Transfers. You may access your account(s) 24 hours a day by visiting our website at www.umpquabank.com, registering for Online Banking access, and using your appropriate credentials to perform the activities listed below. Specific activities may require the use of a specific Online Banking product and/or additional authorization.

- Transfer funds between internal and external checking, money market and/or savings accounts
- Advance funds from line of credit to checking or savings
- Make payments from checking, money market, or savings to loan accounts with us
- Make payments with Bill Pay service from checking to third party payees
- Place "Stop-Payment" requests
- Reorder checks
- Review online account statements
- Obtain account balance information and recent transaction history
- Obtain images of processed check items

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

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

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

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

Card Point-of-Sale (POS) Transactions. You may use your ATM or Debit Card to access your checking account to purchase goods and pay for services in person, online, or by phone.

You may use your ATM or Debit Card to obtain cash from any participating merchant or financial institution.

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

<u>Card Type</u>	<u>ATM Withdrawals</u>	<u>Point-of-Sale Transactions</u>
ATM Card	\$300	\$300
Health Savings Account (HSA)	NA*	\$2,000*
Home Equity Card	NA*	\$5,000*
Debit Card	\$500	\$3,000
Business Debit Card	\$500	\$5,000
Platinum Debit Card	\$500	\$5,000
Private Banking Debit Card	\$500	\$5,000

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

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

Your Card permits you to pay for purchases through automatic debits to the primary checking account linked to the Card at participating merchant locations.

When you use the Card at merchant locations, the purchase price is electronically withdrawn from your primary account and transferred to the merchant's account. When you make a return or correction, amounts are electronically transferred from the merchant's account to your primary account. Depending on the point-of-sale terminal capabilities, point-of-sale transactions may include cash back. A debit card authorization hold may cause an overdraft if sufficient funds are not available in the account.

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

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

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

ELECTRONIC FUND TRANSFER FEES

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

ELECTRONIC FUND TRANSFER DOCUMENTATION

- **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$25 or less.
- **Periodic statements.** You will get a monthly account statement from us for your checking accounts.
You will get a monthly account statement from us for your savings accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

PREAUTHORIZED PAYMENTS

Right to stop-payment. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

- Call or write us at the telephone number or address listed under the Error Resolution Notice section in this document in time for us to receive your request 3 business days or more before the payment is scheduled to be made.
- If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.
- Please refer to the separate *Other Account Services disclosure* for the amount we will charge you for each stop-payment order you give.

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

FINANCIAL INSTITUTION'S LIABILITY

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

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If you have an overdraft line and the transfer would go over the credit limit.
- If the automated teller machine where you are making the transfer does not have enough cash.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- There may be other exceptions stated in our agreement with you.

CONFIDENTIALITY

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

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

UNAUTHORIZED TRANSFERS

Consumer liability.

• **Generally.** Tell us AT ONCE if you believe your card and/or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or PIN, you can lose no more than \$50 if someone used your card and/or PIN without your permission.

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

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

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

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

Contact in event of unauthorized transfer. If you believe your card and/or PIN has been lost or stolen, you must notify us immediately by calling the customer service number on your statement or by writing to the address or calling the number listed below. If unauthorized activity occurs, you agree to cooperate during the investigation and to complete and sign a *Fraudulent Transaction Dispute Form*. You should also call the customer service number on your statement or write to the address or call the number listed below if you believe a transfer has been made using the information from your check without your permission.

ERROR RESOLUTION NOTICE

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

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

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

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

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

You may ask for copies of the documents that we used in our investigation. If you have any questions, please visit your local Umpqua Bank Store, call us at 866-486-7782 or write to us at:

ATM CARD SERVICES

P.O. BOX 19243

SPOKANE, WASHINGTON 99219

Business Days: Monday through Friday, excluding federal holidays

MORE DETAILED INFORMATION IS

AVAILABLE ON REQUEST

NOTICE OF ATM/NIGHT DEPOSIT

FACILITY USER PRECAUTIONS

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

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

FUNDS AVAILABILITY POLICY

YOUR ABILITY TO WITHDRAW FUNDS

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

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

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

DETERMINING THE AVAILABILITY OF A DEPOSIT

Monday thru 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 financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

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

LONGER DELAYS MAY APPLY

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

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

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

SPECIAL RULES FOR NEW ACCOUNTS

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

Funds from electronic deposits and cash will be available on the day we receive the deposit. The first \$5,000 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 business day after the day of your deposit.

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

TRUTH-IN-SAVINGS DISCLOSURE

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

CONSUMER CHECKING ACCOUNTS

Rate Information - Your interest rate and annual percentage yield may change.

Frequency of rate changes - We may change the interest rate on your account at any time.

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

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

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

Accrual of interest on noncash deposits - Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

Additional information - Please refer to our separate *Other Account Services* disclosure, rate disclosure, and product disclosure for any fees that may apply, any minimum balance requirements, and current interest rates.

CONSUMER SAVINGS ACCOUNT

Rate Information - Your interest rate and annual percentage yield may change.

Frequency of rate changes - We may change the interest rate on your account at any time.

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

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

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

Accrual of interest on noncash deposits - Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

Transaction limitations:

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

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

CONSUMER MONEY MARKET ACCOUNT

Rate Information - Your interest rate and annual percentage yield may change.

Frequency of rate changes - We may change the interest rate on your account at any time.

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

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

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

Accrual of interest on noncash deposits - Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

Transaction limitations:

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

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

CERTIFICATES OF DEPOSIT

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

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

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

Below are a few items regarding your CD:

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

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

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

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

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

CD Renewal - Unless otherwise stated in the specific terms for each CD, your CD is automatically renewable for the original term of your CD and the interest rate for each renewal period will be the rate offered by us for CDs like yours on the maturity

date of the immediately preceding term. A CD maturity notice is mailed to you shortly before maturity reminding you that your CD is maturing. If you do not withdraw your funds on the maturity date or within ten days thereafter, your CD will automatically renew. No interest will be earned on a nonrenewable CD after maturity. We may at our option, not renew your CD or we may change the terms and conditions for any renewal period by notifying you prior to the renewal.

Withdrawing Interest - You may choose to withdraw any paid or credited interest without penalty during your CD's term or at maturity. After the maturity date and grace period, interest will become principal of the renewed CD.

Early Withdrawal Penalties - There is a penalty for withdrawing funds prior to the maturity date. For terms up to 31 days, the penalty equals all of the interest earned on the principal amount being withdrawn, but in no event shall it be less than seven days interest. For terms greater than 31 days and up to and including one year (365 days, or 366 days in a leap year), the early withdrawal penalty is equal to \$25.00 plus 1% of the principal amount withdrawn. For terms greater than one year, the early withdrawal penalty is equal to \$25.00 plus 3% of the principal amount withdrawn. Early withdrawal penalties may require a reduction in the principal amount if the amount of accrued and unpaid interest on deposit is less than the penalty.

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