

# Business Account Disclosure and Agreement

AUGUST 2018



**FIRST REPUBLIC BANK**  
It's a privilege to serve you®

Personal Service  
Flexibility  
Quick Decisions  
Experience  
Responsiveness

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Welcome to First Republic Bank.  
Thank you for opening an account  
with us.

This Account Disclosure and  
Agreement is designed to explain  
First Republic's accounts and how  
they work for you. Please take a  
moment to become familiar with its  
contents.

Should you need assistance, our  
experienced bankers are ready to  
answer your questions and provide  
guidance related to your financial  
needs.

It's a privilege to serve you.

# First Republic Bank

## Business Account Disclosure and Agreement

### Terms and Conditions

AUGUST 2018

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# Account Agreement

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Thank you for banking with us. These terms, your signature card, our service fee schedule and any applicable rate disclosures that you receive when you open your account, represent our agreement with you and contain important information about your account. Please read them carefully. By signing our signature card, requesting an account or maintaining an account, you acknowledge that you have reviewed, understand and agree to be governed by these terms. YOUR ATTENTION IS DRAWN TO "DISPUTE RESOLUTION." IT CONTAINS A JUDICIAL REFERENCE/JURY TRIAL WAIVER PROVISION.

## Terms

In this booklet, the words "you," "your" and "client" refer to the owners and authorized signers of an account; "we," "us" and "Bank" refer to First Republic Bank. Our "business days" are Monday through Friday, excluding holidays. Unless otherwise specified, the times indicated are local time in the state where your account is located.

## Our Relationship

Unless otherwise expressly agreed in writing, our relationship with you will be that of debtor and creditor. That is, we owe you the amount of your deposit. No fiduciary, quasi fiduciary or other special relationship exists between you and us. We owe you a duty of ordinary care. Any internal policies or procedures that we may maintain in excess of reasonable commercial standards and general banking usage are solely for our own benefit and shall not impose a higher standard of care than otherwise would apply in their absence. There are no third party beneficiaries to this agreement.

## Business Accounts

Your account is designed to be used for a business purpose. You may not use your account primarily for personal, family or household purposes.

## Identification

To help the government fight the funding of terrorism and money laundering activities, federal law requires us to obtain, verify and record information that identifies each person who opens an account. When you apply for 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. At any time while you maintain your account with us, we may ask for similar or additional information to verify your identity.

## Deposits

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### Source

We may accept items payable to any of you for deposit to our account from any source without questioning the authority of

the person making the deposit. We also may give cash back to any authorized account signer(s) or agent(s) in connection with items payable to any owner, whether or not the items have been endorsed by the owner. If you make a deposit or payment that is not accompanied by instructions indicating how or where it is to be credited, we may apply it at our discretion to any loan or deposit account any of you maintain with us.

## Endorsements

We may endorse and/or collect items deposited to your account without your endorsement, but may require your personal endorsement prior to accepting an item for deposit. If you deposit an item that bears the endorsements of more than one person or persons who are not known to us, we may refuse the item, require all endorsers to be present, or require that the endorsements be guaranteed by another financial institution acceptable to us before we accept the item.

## Items Sent for Collection

We and other institutions may refuse to accept a check or other item for deposit or may accept it on a collection basis only. This often occurs with foreign, questionable or damaged items. If we accept an item for collection, we will send it to the institution upon which it is drawn, but will not credit your account for the amount until we receive the funds from the other institution. If we elect to credit your account before then, we may charge the amount back against your account if we do not receive payment for any reason. We may impose a fee in connection with sending and receiving items for collection (e.g., by charging your account or deducting the fee from the amount remitted). Other institutions that send or receive items for collection involving your account also may impose a fee for their services.

## Verification and Collection

Any item that we cash or accept for deposit is subject to later verification and final payment. We may deduct funds from your account if an item is lost, stolen or destroyed in the collection process, if it is returned to us unpaid, or if it was improperly paid, even if you have already used the funds. Cash deposits also are subject to later verification.

## Cashing Checks for Others

You should not use your account to cash checks for others who are not well known to you. Although we may make funds provisionally available to you and may take steps to determine whether a check will be paid, you are responsible for any loss that occurs if the check is returned to us for any reason (e.g., because it is counterfeit). Our employees cannot promise that checks drawn on or issued by other institutions, including cashier's checks, will be paid.

## ACH Provisional Credits

Under ACH rules, transfers of funds sent through the ACH system are provisional. This means that they may be revoked

prior to final settlement. Under the ACH rules and the terms of this Agreement we are allowed to reverse any credit to your account that was based on a provisional ACH transfer if we do not receive final settlement of the payment, regardless of the reason. (If this happens, the person who sent the funds to you will be deemed not to have paid you.) If you withdraw funds we give you as provisional credit for an ACH transfer, but we do not receive final payment, you become obligated to us for the full amount without prior notice or demand.

## Notice of Incoming Transfer

We are not required to give you a separate notice of our receipt of an ACH transfer. If we accept ACH credits to your account, you will receive notice of the credit on your next regular periodic statement. Although we may send notice of a non-ACH incoming funds transfer (e.g., a wire), we assume no obligation to do so. Transfers to your account will be reflected on your regular periodic statement. You also can contact your banking office of account during normal business hours to determine if a transfer has been credited to your account.

## Funds Availability

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### Your Ability to Withdraw Funds

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. Cash, electronic direct deposits and wire transfers will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. Please keep in mind, however, that after we make 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.

For determining the availability of your deposits, every day is a business day except Saturdays, Sundays and federal holidays. If you make a deposit before 4:00 p.m. local time on a business day that we are open (or before 3:00 p.m. local time at one of our ATMs), we will consider that day to be the day of your deposit. However, if you make a deposit at a later time or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

### Longer Delays May Apply

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$200 of your deposits, however, will be available on the first business day.

If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will

be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

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

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

### Special Rules for New Accounts

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

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers and 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 fifth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

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

### Holds on Other Funds

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

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



# Interest on Deposits

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## Interest Rates

Interest rates paid on our accounts are determined by our management, based on market conditions and other business factors. Except for Certificates of Deposit (which earn the same interest rate through maturity), the interest rate and Annual Percentage Yield on deposits can change as often as daily, at our discretion, without prior notice to you. On tiered-rate accounts, we apply the interest rate for the balance tier of your end-of-day balance against the entire balance of your account. For current rates, please call or visit one of our banking offices, contact us at (888) 408-0288 or go to [firstrepublic.com](http://firstrepublic.com).

The Annual Percentage Yield for Certificates of Deposit assumes interest will remain on deposit until maturity. A withdrawal of interest will reduce earnings.

## Interest Calculations

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

## Compounding/Crediting

Interest is compounded daily and, except for Certificates of Deposit, is credited monthly on the last day of each statement period. If you are a Certificate of Deposit client, you can choose to have interest credited to your account, transferred to another Bank account, or mailed to you on a monthly, quarterly or semi-annual basis. For Certificates of Deposit with terms of one year or less, interest also can be credited at maturity.

## Matured Certificates of Deposit

Certificates of Deposit stop earning interest at maturity, unless our agreement with you provides otherwise. We reserve the right to change the rate of interest for automatically renewable accounts at each renewal period. If we elect not to permit the renewal of an automatically renewable Certificate of Deposit, we will notify you in advance. Unless specifically stated otherwise, any bonus or special promotion we are offering will not apply to automatically renewing Certificates of Deposit.

At maturity, certain Certificates of Deposit will automatically renew for a new term of the same duration at the rate then in effect for accounts of the same type, amount and duration. If your account is automatically renewable, you will have a grace period after the maturity date to withdraw funds without penalty. The grace period begins on the maturity date and extends for two calendar days for accounts with a term of less than 89 days, and seven calendar days for accounts with terms of 90 days or more. If the grace period ends on a day other than a business day, it will automatically be extended through the next business day. If the account is closed during the grace period, the accrued

interest between the maturity date and the date of closure will be paid at the then-current Money Market Savings rate for the lowest tier. If the account is renegotiated for a new term of maturity and rate during the grace period, the interest earned between the maturity date and the renegotiated date will be the rate in effect as of the renewal date. If you allow the account to renew, but make a partial withdrawal during the grace period, the rate in effect for the renewal term will accrue on the pre-withdrawal balance up to the transaction date and on the new balance effective on the transaction date.

## Early Withdrawals From Certificates of Deposit

Certificate of Deposit clients agree to keep funds on deposit for a fixed period of time. Unless otherwise provided, partial withdrawals and additional deposits are not permitted. If we permit an early withdrawal of principal from a Certificate of Deposit, we may impose an early withdrawal penalty equal to six months of interest for accounts with a term of one year or less, and one year plus three months (fifteen months) of interest for accounts with a term of more than one year. This penalty may be deducted, if necessary, from the principal amount of the account.

## Withdrawals

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### Authorized Signers

Your signature card or electronic account opening record identifies who is authorized to make withdrawals, write checks, transfer funds, stop payments, obtain ancillary services (e.g., wire transfers), and otherwise give us instructions regarding your account. Although your card may indicate that more than one signature is required on checks and for the withdrawal or transfer of funds, that notation is principally for your own purposes. We do not assume a duty to enforce multiple signature requirements. **As such, we assume no duty to confirm that two or more (or any combination of) authorized signers have approved any transaction. We may act upon the instructions of any one authorized signer.** Although we may attempt on occasion to enforce a multiple signature requirement shown on your card (e.g., by refusing to permit a transaction by less than the stated number of authorized signers), we may cease doing so at any time and without prior notice to you.

We may pay any check that bears a signature or endorsement (including a facsimile signature) resembling an authorized signature on file with us. You agree that signatures by your authorized agents are valid, even if the principal agent relationship is not indicated on the check or instruction.

We may honor checks drawn against your account by authorized signers, even if the checks are made payable to them, to cash or for deposit to their personal accounts. We have no duty to investigate or question withdrawals or the application of funds.

### Requirements

We may refuse to pay any check that does not have the required signature(s) or that bears a signature that (in our opinion) does

not satisfactorily compare with the specimen signature on file with us. All checks written on your account must be drawn in U.S. Dollars. If your checks are presented for payment or acceptance on a weekend, a holiday or after our processing cutoff hour, we may treat them as received on the next business day.

## Order of Payments

This paragraph describes, generally, how we post transactions to accounts. Please note that this process may change from time to time, without prior notice to you. Our order of posting depends on a number of factors, including when a transaction occurs, whether it has already been approved by us or has become final, the order in which it is presented, the amount, system availability, potential risk of loss to the Bank, and the type of transaction in question, among other variables. Usually, deposits are posted before debits, and checks are posted in order of amount (low to high). There are several exceptions to this, however. We also generally process previously authorized transactions (e.g., checks cashed at the Bank), wires, transfers, Bank fees and ACH debits before we pay your checks. We always reserve the right to post transactions that are payable to us first, and we may post any transaction earlier or later in the process than indicated. As such, if you want to avoid an overdraft or the possibility of a rejected transaction, you should take steps to ensure that your account has sufficient funds to cover each of your transactions and our fees.

## Discrepancies

If there is a discrepancy in a check you have written between the amount in numbers and the amount in words or embossed numbers, we may utilize either amount in paying the item or may dishonor the item, without liability.

## Limitations

We may refuse or limit withdrawals from any banking office that is not your office of account. We may (but are not obligated to) require suitable identification and/or presentation of account ownership records for any withdrawal or account closure. At our discretion, we may require all of your signatures for the withdrawal of funds and/or the closing of an account. We may require noncustomers to present us with suitable identification, including valid photo identification and a fingerprint, in connection with the cashing of your checks at one of our banking offices.

Money market and savings accounts are subject to transaction limitations (see "Account Limitations"). Certificates of Deposit may be subject to penalties for early withdrawal. We may refuse to honor any transaction if the funds on deposit are insufficient or unavailable to cover the transaction or there is a dispute or question as to the ownership of account funds. You may not use your account or any account-related service to conduct Internet gambling transactions or any activity that would violate applicable law.

## Advance Notice

As required by federal law, we reserve the right to require 7 days advance written notice of an intended transfer or withdrawal of funds from any savings account, money market deposit account or NOW accounts. We currently do not exercise this right and have not exercised it in the past.

## Cutoff Hour

If we receive an item for payment on a weekend, a holiday or after 4:00 p.m. local time on a business day, we may treat it as if we had received it on the next business day.

## Electronic Presentment/Posting

We may charge your account on the day that a check or other transaction is presented (or returned) to us directly or electronically for payment. We may charge your account or place a hold on funds at an earlier time if we receive notice that a check or other item deposited to your account is being returned, or if we receive notice that your check or electronic payment (e.g., at a point-of-sale) is being processed for collection. Please note: Some merchants may obtain authorizations in advance for point-of-sale transactions in an amount greater than the final transaction amount. You agree that we may place a hold on sufficient funds to cover the amount of the authorized transaction, pending its final settlement through the system, even if that amount exceeds the actual amount of the transaction. This could affect the balance available to cover other transactions.

## Account Limitations

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### Deposits

We may refuse to accept a deposit or an addition to an account, limit its size, or return all or part of it to you. We reserve the right to limit the amount of funds that may be maintained in an account.

### Cash Withdrawals

Cash withdrawals or payments at any banking office may be restricted due to the limited amount of currency on hand. If we do not have sufficient cash for a large withdrawal or payment, we may make arrangements for a later cash payment or offer to make payment with a Bank check. We assume no responsibility to provide personal protection for clients who elect to carry large sums of money off our premises.

### Money Market and Savings Accounts

Transactions involving these accounts are limited by law. You may only make up to six withdrawals and/or transfers each monthly statement cycle by check (for accounts with check privileges), preauthorized or automatic transfer, draft, telephone and/or online instruction. If you exceed this limitation, we may refuse to honor the excessive transactions, remove your transfer privileges, close the account without prior notice, convert it to another type of account, and/or impose a fee for exceeding the

limits. Note: We count checks for purposes of the transaction limitation as of the date we post them to your account (not as of the date you write them). As such, a check you write during one statement period may not be counted until a subsequent statement period.

This limit does not apply to withdrawals made in person, by mail, messenger or telephone (via check mailed to you), or to transfers made to repay a loan with us. Nor is there any limit on the number of deposits that can be made to your account each month (e.g., in person or by preauthorized or automatic transfer).

## Certificates of Deposit

Unless our written agreement with you says otherwise, you do not have a right to make early or partial withdrawals from, or additional deposits to, an existing Certificate of Deposit. Early withdrawals may be subject to a penalty.

## Fees

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Our Schedule of Fees and Related Charges for Business Accounts describes the most frequently encountered fees associated with our accounts and services. Some services are negotiated separately and may be subject to other written agreements with us. Information on fees for services not covered by the schedule is available upon request. In addition to fees, you agree to pay for all taxes, tariffs and assessments levied or imposed by any government agency in connection with your account or account-related services (excluding any income tax payable by us).

If an average balance is required to avoid a fee, the average balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

Monthly service charges are earned the first day of the statement period and collected on the last day of the statement period or the date the account is closed. Service charges are not prorated for partial months. Certain fees may change without specific notice to you. Account owners must promptly pay the fees and charges associated with their accounts and services, and are jointly and severally liable for such fees. We may deduct account fees automatically from your accounts.

## Business Account Analysis

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Our Business Analyzed Checking Account (“Service”) allows you to offset most account and cash management service charges with an “Earnings Credit” that is based on the balances you maintain in your account.

## Earnings Credit

We determine your Earnings Credit each month by (i) multiplying the Net Investable Balance of your analyzed account (as shown

on your analysis statement) by an “Earnings Credit Rate,” (ii) dividing that amount by the actual number of days in the year, and then (iii) multiplying the result by the actual number of days in the month. We arrive at the “Net Investable Balance” each month by taking the average ledger balance of your analyzed account less the average float balance, then multiplying the result by 90%.

## Use of Earnings Credit

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

If Earnings Credit is insufficient to cover service charges during any period, we may charge the difference to your account. Your Preferred Banker can give you an estimate of the balances that may be needed to compensate for the type and volume of services that you use. The actual amount may vary, however, due to changes in the Earnings Credit Rate, service charges, the services used or other aspects of analysis. We do not calculate an Earnings Credit for accounts that are not linked to the Service or allow Earnings Credit to offset charges against unanalyzed accounts.

The Earnings Credit Rate is subject to change from time to time without prior notice. Current rate and service charge information is available from your Preferred Banker.

## Negative Collected Interest Charge

We may impose an uncollected funds charge for any overdraft balance and/or float that exceeds the account’s ledger balance. The charge will be based on our Earnings Deficit Rate and will be in addition to any overdraft fee that we may impose.

## Analysis Rates and Charges

Account analysis charges and the Earnings Credit and Deficit Rates are subject to change from time to time without prior notice. Current rate and service charge information is available from your Preferred Banker.

## Exceptions

The analysis system may not always change simultaneously with changes in FDIC assessments, reserves or other factors. We reserve the right to input changes in our system as of the beginning or end of any statement or analysis cycle. As a result, some changes input at the end of a cycle may relate back to the entire cycle.

## Third-Party Funds

If you deposit funds that belong to others (“beneficial owners”) in an analyzed account, you represent to us that: (a) you are authorized by the beneficial owners to benefit from the use of

any associated Earnings Credit, and (b) your use of the Earnings Credit will not violate any contract, law or regulation. You also agree to indemnify, defend and hold us harmless from and against any and all claims, actions, proceedings, losses, costs (including attorney fees and other charges), liabilities and/or damages that arise from your use of the Service or the manner in which you compensate or charge beneficial owners for your use of our services. This provision shall survive the termination of this agreement.

## Limitation of Liability

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

## Dispute Resolution

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### California

If your account is maintained at a banking office in California and a dispute involving \$25,000 or more arises between us, including all claims of all parties, with respect to the account, this agreement, its enforcement or our account services, either of us may require that it be resolved by judicial reference in accordance with California Code of Civil Procedure, Sections 638, et seq. The referee shall be a retired judge, agreed upon by the parties or appointed by the court. The costs of the reference procedure, including the fee for the court reporter, shall be paid equally by all parties as the costs are incurred. The referee shall hear all pre-trial and post-trial matters, including requests for equitable relief; prepare an award with written findings of fact and conclusions of law; and apportion costs as appropriate. Judgment upon the award shall be entered in the court in which such proceeding was commenced and all parties shall have full rights of appeal.

### Other States

If your account is not maintained in California, **you and we each waive our respective rights to a trial before a jury in connection with disputes related to this agreement, your account or account services.** This waiver shall not apply if, at the time an action is brought, your account is maintained in a state where a jury trial waiver is not permitted by law. In that circumstance, if the claims of all parties are not limited to \$100,000 or less, you and we agree that all decisions of fact and law in any action brought in connection with this agreement, your account or account services shall be decided, at the option of either party, by binding arbitration, administered by the American Arbitration Association, in accordance with Title 9 of the United States Code (Federal Arbitration Act) and the Commercial Arbitration Rules

of the American Arbitration Association. The arbitration rules permit you to request deferral or reduction of the administrative fees of arbitration if paying them would cause you a hardship. You and we agree that the arbitrator(s) may conduct some or all of the arbitration by telephone if the arbitrator(s) find that doing so is appropriate given the location of the parties and the amount in question.

A single arbitrator will be chosen for any dispute that involves a total claim of less than \$200,000. In that case, the arbitrator will only have the authority to award up to \$200,000, including all damages and costs of every kind. A submission to a single arbitrator will be deemed a waiver of any right to recover more than that amount. A dispute involving total claims exceeding \$200,000 will be decided, upon the request of either party, by a majority vote of a panel of three arbitrators. The sole arbitrator and the presiding arbitrator in an arbitration panel will be an attorney with 15 or more years of practice or a retired judge. You may bring a claim under this provision only in your individual capacity, and not as a plaintiff or class member in any purported class or representative capacity. The arbitrator(s) may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

### All States

This provision will not be deemed to limit or constrain our right to set off, to obtain provisional or ancillary remedies, to interplead funds in the event of a dispute, to exercise any security interest or lien we may hold in property, or to comply with legal process involving your accounts or other property. Venue for any action or arbitration brought in accordance with this provision shall be in the state where your account is maintained by us. This agreement does not apply to or affect any loan agreement you may have with us.

## Additional Terms and Conditions

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### Adjustments

We may make adjustments to your account whenever a correction or change is required. Adjustments might occur, for example, if deposits are recorded or keyed in the wrong amount or items you deposit are returned unpaid. We may elect, at our discretion, not to make an adjustment to your account to correct an error which you or a third party (e.g., another financial institution) cause if the adjustment is less than \$5.00 or our cost to make the adjustment is greater than the amount in question.

### Amendments/Changes in Account Terms

We may add to, delete or change the terms of our agreement with you at any time by mailing, emailing or delivering a notice, a statement message or an amended agreement to any of you at the last address (location or email) on file for you, your account or the service in question. Unless otherwise required by law, we



may amend the agreement without prior notice (e.g., by posting the information in our banking offices or on our website, or otherwise making it available to you).

We may substitute similar services or discontinue currently offered services for certain accounts by giving you prior notice. We do not have to notify you, however, of any changes that are beneficial to you (e.g., a reduction or waiver of any fees or the addition of services) or if the change is required for security reasons.

## Changes in Account Ownership, Address and Authorized Signers

You agree to notify us immediately in writing of any change in your name, address, email address, business capacity (e.g., sole proprietor to corporation) or the authorized signers on your account. We may require a new signature card or other documentation before giving effect to any change in ownership or authorized signers. We may rely on our account records to determine the ownership of your account.

If the authorized persons on your account change, we may continue to honor items and instructions given earlier by any previously authorized person(s) until we receive specific notice from an authorized person in writing not to do so (Note: A new or updated signature card, by itself, does not constitute notice to terminate any preexisting payment or transfer plan.) You also agree to provide us with information we require to validate the change in authorized persons. In some instances we may require you to close your account or provide us with stop payment orders in order to prevent transactions from occurring. There may be a delay in implementing a change in the authorized persons on our records, and you agree that we will be given a reasonable opportunity to make the changes necessary.

## Checks

Check prices vary according to the types of checks you select. You can obtain information on the current price of checks by contacting your banking office of account. Check charges may vary from time to time without specific notice to you. You are responsible for verifying the accuracy of all information shown on your checks and deposit tickets. If you find an error, please notify us immediately. We are not liable for losses resulting from incorrectly printed checks or deposit tickets.

If you arrange for the printing of your own checks, the form, encoding and format of the checks must follow our check specification requirements and be approved by us in advance. If you do not purchase your checks through us, we may charge a fee for each check that is rejected during processing due to poor print quality, or if it fails to meet our specifications. You agree not to issue checks with features or marks that obscure, alter or impair information on the front or back of a check or that otherwise prevents us or another bank from capturing such information during automated check processing.

We make checks available that include fraud prevention features. If you choose not to use them or other checks that include fraud prevention features, you agree to assume a heightened degree of care for safeguarding your checks, and for reviewing all returned checks and statements as soon as you receive them or they are made available to you online.

You agree to safeguard your blank and canceled checks, and to take reasonable steps to prevent their unauthorized use. If you are a business, you should store them under dual control in a secure, locked location that is accessible only to authorized personnel. If your checks are lost or stolen, you agree to notify us immediately. For security reasons, at any time in our sole discretion, we reserve the right to close your account and transfer the balance to a new account. If we do, all checks written but not yet paid may be returned to payees as "Account Closed" or "Refer to Maker." You will be responsible for issuing any replacement checks.

### Checks Bearing Notations

Although we are not obligated to, we may pay or accept checks and other items bearing restrictions or notations (e.g., "Void after 6 months," "Two Signatures Required," "Void over \$50.00," "Payment in Full" and the like), whether on the front or back, in any form or format. If you cash or deposit an item or write a check with such a notation, you agree that it applies only between you and the payee or maker. The notation will have no effect on us, and you agree to accept responsibility for payment of the item.

### Check Endorsement

Federal regulations provide that the top 1 1/2 inches on the back of a check (when read vertically from the trailing edge) is designated for your endorsement as payee. If you endorse a check in the area outside of the endorsement area, mark or otherwise obscure the other area, or make an endorsement which is illegible or incomplete, you agree to hold us harmless from any loss, delay, liability, claim or damage which occurs as a result.

### Check Images

In lieu of returning each of your paid checks, we will provide a copy of the front of each check, the check number, amount and date of payment in your account statement. If the checks are not returned to you, the front and back of each check item processed and paid against your account is copied by microfilm or other means. As soon as the check is copied, the original may be destroyed. We generally retain the copies for a period of seven years from the date the check item is charged against your account. We will furnish a copy of an item within a reasonable time after we receive your request, provided that the request is made within the retention period for that item. We will not be responsible for any indirect, special or consequential damages under any circumstances for our inability to provide copies of checks. Our liability, if any, will not exceed the face amount of the check in question, and you must provide us with reasonable proof of any loss.

## Check Processing Cutoff Hour

If we receive an item for payment on a weekend, a holiday or after 4:00 p.m. local time on a business day, we may treat it as if we had received it on the next business day. Our processing cutoff hour with respect to any knowledge, notice, stop payment or postdated check order, or legal process received by us involving a check is one hour after the opening of the business day following the business day on which we receive the check. The cutoff hour with respect to setoffs exercised by us is midnight of the business day following the business day we receive a check, or such later time by which we must return the check. The cutoff hour determines our obligation under state law to pay or return certain checks that have been received (but not finally paid) by us on the previous business day.

## Check Signature Verification

We may process certain checks mechanically, based on the information encoded on the items. This means that we may not visually examine each of your checks to determine if they are properly completed and endorsed, and we assume no duty to identify and/or return duplicate checks, checks with duplicate serial numbers, misencoded items or checks lacking an encoded serial number. Although we may review checks from time to time, you understand that reasonable commercial standards do not require us to do so.

## Compliance

You agree not to violate the laws of the United States, including without limitation, the economic sanctions administered by the U.S. Treasury's Office of Foreign Asset Control. You may not use your account or any account-related service to process Internet gambling transactions or conduct any activity that would violate applicable law. If we are uncertain regarding the legality of any transaction, we may refuse the transaction or freeze the amount in question while we investigate the matter. You agree to indemnify, defend and hold us harmless from every action, proceeding, claim, loss, cost and expense (including attorney's fees) suffered or incurred by us due to any U.S. or foreign government entity seizing, freezing or otherwise asserting or causing us to assert control over any account or funds in an account of yours (or ours) when purportedly caused by or arising out of your action or inaction. This will apply whether or not such action is ultimately determined to be authorized under the laws of the U.S. or its territories, or of any foreign jurisdiction. We are not required to inquire or determine the authority of any action taken by the U.S. or foreign government entity prior to acceding to any legal process initiated by it.

## Conflicting Demands/Disputes

If there is any uncertainty regarding the ownership of an account or its funds, there are conflicting demands over its ownership or control, we are unable to determine any person's authority to give us instructions, or we believe a transaction may be fraudulent or may violate any law, we may, at our sole discretion: (1) freeze the account and refuse transactions until we receive

written proof (in form and substance satisfactory to us) of each person's right and authority over the account and its funds; (2) refuse transactions and return checks, marked "Refer to Maker" (or similar language); (3) require the signatures of all authorized signers for the withdrawal of funds, the closing of an account or any change in the account regardless of the number of authorized signers on the account; (4) request instructions from a court of competent jurisdiction at your expense regarding the account or transaction; and/or (5) continue to honor checks and other instructions given to us by persons who appear as authorized signers according to our records. The existence of the rights set forth above shall not impose an obligation on us to assert such rights or to deny a transaction.

### Consent for Us to Call You

You understand that we or our agents may contact you at any telephone number you provide to us, including your cell phone number. You agree to receive these calls and messages, such as a text message or prerecorded or autodialed calls. You understand that your service provider may charge you for these calls/messages.

### Consent to Gather Information

You authorize us to obtain information from time to time regarding your credit history from credit reporting agencies and other third parties.

### Cutoff Hours

Instructions received by us on a weekend, holiday or after our cutoff hour on a business day may be treated and acted upon by us as if received on the next business day.

### Death or Adjudication of Incompetence

You agree to notify us immediately of the death or court declared incompetence of any owner, authorized signer or designated beneficiary on your account. If we have any question as to the ownership of funds or the amount of funds that belong to any person upon the death of an owner, we may freeze all or part of the account, pending receipt of proof (satisfactory to us) of each person's right to the funds.

### Deposit Insurance

Your accounts with us are insured to the regulatory limits by the Federal Deposit Insurance Corporation (FDIC). For further information regarding insurance of accounts, you may write to the FDIC at 550 17th Street, NW, Washington, DC 20429, telephone the FDIC's toll-free consumer hotline at (877) 275-3342, or visit its website at [fdic.gov](http://fdic.gov).

### Disclosure

We may release information about you, your deposit and loan accounts, and the transactions you perform to third parties: where it is necessary or helpful in verifying or completing a transaction; to disclose the existence, history and condition

of your account to trade and credit bureaus; when you give us your consent; to our affiliates; to comply with the law or a court or governmental order; to local, state and federal authorities if we believe a crime may have been committed involving your account; as permitted by law; and in response to trade inquiries.

### Facsimile Signatures

We may refuse to accept or may pay items bearing facsimile signatures. You agree to assume full responsibility for any and all payments made by us in reliance upon signatures that resemble the actual or facsimile signature(s) that any of you provide to us in connection with your accounts or services. You authorize us to pay any check that appears to bear your authorized facsimile signature, without further inquiry. You agree to indemnify, defend and hold us harmless from any and all actions, claims, losses, damages, liabilities and expenses (including attorney's fees) arising directly or indirectly from the misuse or the unlawful or unauthorized use or copying of facsimile signatures (whether affixed manually, by stamp, mechanically, electronically or otherwise).

### Financial Statement

You will provide us with a current financial statement upon request.

### Force Majeure

We shall not be liable for any loss, expense, failure to perform, or delay caused by failure of communication systems, accidents, strikes, fire, flood, war, riot, civil strife, terrorist attack, earthquake, power outage, funds transfer system or government rules, acts of third parties, or any cause that is beyond our reasonable control.

### Governing Law

To the extent this agreement is subject to the laws of any state, it will be subject to the law of the State of California, without regard to its conflict of law provisions.

Unless otherwise provided in this agreement, your accounts and services will be subject to applicable clearinghouse, Federal Reserve Bank and correspondent bank rules. You agree that we do not have to notify you of a change in those rules, except to the extent required by law.

### Inactive Accounts

For security reasons, we may refuse a withdrawal or transfer from accounts we internally classify as dormant if we cannot reach you in a timely fashion to confirm the transaction's authorization. Service charges for "inactive accounts" are the same as service charges for active accounts. Charges are not reimbursed for inactive accounts that are later reclassified as "active."

We may transfer (escheat) your property to the appropriate state if no activity occurs in the account or you fail to communicate

with us regarding your account within the time period specified by state law. We may impose a fee for sending a dormant account notice to you prior to transferring the funds to the state. If funds are transferred to the state, you may file a claim with the state to recover the funds.

## Indemnification

Except as otherwise set forth in this agreement, you agree to indemnify, defend and hold us harmless from all claims, actions, proceedings, fines, costs and expenses (including, without limitation, attorney fees) related to or arising out of: (a) your actions or omissions in connection with your accounts or our services, or (b) our actions or omissions, provided that they are taken/omitted in accordance with this Agreement or your instructions and are not the result of our gross negligence, fraud or intentional misconduct. This provision shall survive the termination of this agreement.

NOTE: This provision does not apply to IRA or tax-qualified retirement accounts to the extent it would result in a prohibited transaction under federal tax or pension laws.

## Instructions by Email/Fax/Voicemail

We may, but are not required to, act upon instructions received by fax transmission, voicemail or email. These include, but are not limited to, instructions to transfer funds by wire; transfers between accounts; purchase of cashier's checks, foreign drafts and other negotiable instruments; cash withdrawals and other transactions requested remotely (collectively, "Remote Transfer Instructions"). The Remote Transfer Instructions must originate from a fax number or email address in our records or that we and you agree upon. All Remote Transfer Instructions are subject to verification by us pursuant to the following security procedure, which you agree is a commercially reasonable security procedure.

CALL BACK: If you or any one you authorize gives Remote Transfer Instructions, we may telephone you or the person you authorize at one of the telephone numbers listed in our records or another telephone number as we and you agree upon. We will not call back to verify standing instructions unless otherwise requested by you.

To help insure the security of accounts and the integrity of transactions, we reserve the right at any time in our sole discretion to reject Remote Transfer Instructions and instead require that you give your instructions in person at one of our Preferred Banking Offices.

## Legal Process

We may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant or other legal process which we believe (correctly or otherwise) to be valid. We may notify you of such process by telephone, electronically or in writing unless we are prohibited by law from doing so. If we are not fully reimbursed for our record research, photocopying and handling costs by the party that served the

process, we may charge such costs to your account, in addition to our minimum legal process fee. You agree to reimburse us for any cost or expense, including attorney fees, which we incur in responding to legal process related to your accounts.

We may not pay interest on any funds we hold or set aside in response to legal process. You agree that we may honor legal process that is served personally, by mail or by fax at any of our banking offices (including locations other than where the funds, records or property sought is held), even if the law requires personal delivery at the banking office where your account or records are maintained. You acknowledge that accounts opened with trust or fiduciary designations (e.g., "XYZ, Inc. – Client Trust Account") may be subject to levies and other legal process against your property unless our records clearly reflect the existence of an express written trust or court order.

### Limitation on Time to Sue

Unless otherwise required by law, an action or proceeding by you to enforce an obligation, duty or right arising under this agreement or by law with respect to your account or any account service must be commenced no later than one year after the day the cause of action accrues.

### New Account Verification

We may use a third-party service to verify and obtain information regarding your previous banking relationships. We may also report the status, history and/or closure of your account to such third-party services.

### Other Agreements

Certain services we offer, such as those relating to wire transfers, ACH origination and remote deposit capture, are performed under additional agreements. When there is an additional agreement that applies to a service you are using, both that agreement and the terms in this Agreement will apply to your account and our services. Certain provisions of your other agreements with us may supersede some of the terms of this agreement, to the extent that they are inconsistent.

### Overdrafts

If you do not have sufficient available funds on deposit to cover the amount of a check or other transaction (e.g., inperson withdrawal, automatic payment or other electronic transaction), we may return the check or reject the transaction without payment. We may elect in our sole discretion, however, to create an overdraft by paying the check or permitting the transaction. Note: If you make a deposit on the same day that an item, service charge or transaction creates an overdraft (a "temporary or "intraday overdraft"), we may charge the fee for the overdraft since the covering deposit may not be posted until the end of the business day. In some cases (e.g., deposits received after our processing cutoff hour), the deposit may not be deemed received until the next business day. We also may impose a fee for overdrafts created by fees or deposited items that are returned. See our service fee schedule for further information.

If we permit an overdraft or otherwise allow your account balance to drop below zero, you agree to pay the amount of the overdraft promptly, without notice or demand from us. You agree that we may use subsequent deposits and other credits to the account, including without limitation deposits of government, welfare, retirement and Social Security benefits, to cover any overdraft existing in your account, to the fullest extent permitted by law.

Each account owner is jointly and severally responsible for paying any overdrafts created by any authorized signer(s) or party to the account, whether or not the owner participates in the transaction or benefits from its proceeds.

Our payment of any checks or allowance of transactions that create overdrafts in no way obligates us to continue that practice at a later time. We may discontinue permitting overdrafts without cause or notice to you. We discourage the practice of overdrawing accounts.

### Photocopies

Checks and other items are sometimes lost during processing or while in transit. If a photocopy of a check or other item that appears to be drawn on your account is presented to us for payment in place of the original, we may pay the photocopy if it is accompanied by a representation from another financial institution that the original item has been lost or destroyed. We will not incur any liability in the event the original item is later presented to and paid by us, unless a stop payment order is in effect for the check.

### Postdated Checks

Unless you provide your banking office of account with a written postdated check notice that describes a postdated check with reasonable certainty, we may pay the check before the date stated on the check. Your notice must include the exact amount (dollars and cents), account number, check number, date of check and the name of payee. If you provide us with a postdated check notice in a time and manner which afford us a reasonable opportunity to act on it, we will not pay the item and may return it (marked "payment stopped," "postdated" or otherwise) if it is presented to us prior to the date indicated in the order (up to six months from the date of the notice). After six months, a notice is no longer effective and must be renewed. We may impose a fee for each notice. If we re-credit your account after paying a postdated check over a valid and timely postdated check notice, you agree to transfer to us all of your related rights against the payee or other holder of the check, and to assist us in any legal action we take against that person.

### Remotely Created Checks and Demand Drafts

If you provide your account number to a third party in order to charge your account by means of one or more remotely created checks or demand drafts (i.e., items which do not bear your actual signature, but purport to be drawn with your authorization), you authorize us to pay such items, even though they do not contain your signature and may exceed the amount you authorized to be charged. This provision shall not obligate us to honor such



items. We may refuse to honor such items without cause or prior notice, even if we have honored similar items previously.

You may not deposit remotely created checks or demand drafts to an account with us without our prior, express written consent. You agree to indemnify, defend and hold us harmless from every loss, expense and liability related to a claim that such items were not authorized (e.g., as to their amount and payee) by the persons on whose accounts the items were drawn.

### Returned Items/Transactions

If we are notified that an item you cashed or deposited is being returned unpaid, we may attempt to reclear the item, place a hold on the funds in question (see "Funds Availability") or charge your account for the amount (and any interest earned on it), whether or not the return or notice of non-payment is proper or timely. This also applies to checks drawn on us which are not paid for any reason, and to checks and other transactions that are returned or charged back to us in accordance with any law, regulation, funds transfer system or clearinghouse rule. We may assess a fee for each returned item/transaction and notify you of the return orally, electronically or in writing.

If we receive an affidavit or a declaration under penalty of perjury stating that an endorsement on an item deposited to your account is forged, that the item contains an alteration, or that there has been a breach of warranty in connection with any item or transaction, we may charge the item or transaction back against your account or place a hold on the funds pending an investigation, without prior notice to you.

### Security Interest

You grant us a security interest in your account, including all current and future deposits and renewals, for amounts owing to us under this agreement or under any account service agreement by any owner. This provision does not apply to IRA or tax-qualified retirement accounts or where otherwise prohibited by law.

### Security Procedure

We reserve the right, in our sole discretion at any time, to telephone you or anyone you authorize for the purpose of verifying funds withdrawal and transfer instructions, regardless how the transfer instructions were received. We may use any of the telephone numbers listed in our records or another telephone number as we and you agree upon. To help insure the security of accounts and the integrity of transactions, we reserve the right to require that you give your instructions in person at one of our Preferred Banking Offices. You agree that this security procedure is reasonable.

### Setoff

We may charge or set off funds in your account for any direct, indirect and/or acquired obligations that any owner owes us, regardless of the source of the funds in the account, to the fullest extent permitted by law. This provision does not apply to IRA or tax-qualified retirement accounts, to consumer credit card

obligations, or where otherwise prohibited by law.

## Severability

If any of the provisions of this agreement are determined to be void or invalid, the remainder of the agreement shall remain in full force and effect.

## Stale Dated Checks

You agree that we may pay or reject a check which is presented to us for payment more than six months after its date (a “stale dated” check), even if the presentation occurs after the expiration of a stop payment order. We normally do not examine the date on checks presented for payment. You agree that we are not required to identify stale dated checks or to seek your permission to pay them.

## Statements, Notices and Checks

If we provide you with a notice or statement, electronically or otherwise, you must promptly and carefully review it to determine if any errors or problems exist. You agree to notify us immediately of any error, discrepancy or unauthorized transaction you discover on any statement, notice or check. If you fail to do so, you may become responsible for the losses resulting from such failure. If you are a business, you agree not to entrust the writing of checks and the reconciliation and review of your account statements and notices to the same person without frequent monitoring. We may deny a claim for monetary loss due to forged, altered or unauthorized checks if you fail to follow these procedures.

Statements and notices are normally sent to the last mail or email address listed with us for your account. Notify us promptly if you do not receive your statement by the date you normally would expect to receive it.

Statements and notices sent or made available to any of you are deemed to be received by all of you. If you instruct us in writing not to mail statements and notices to you or you fail to provide us with a current address, they will be deemed delivered to you when they are prepared (for “No-Mail” statements), mailed (for returned mail) or otherwise made available to you (e.g., at a website or email address). Please note that mailings required by law, such as IRS Form 1099, etc., will be mailed to you regardless of a “No-Mail” instruction. We may hold statements if the Post Office notifies us that your mail is undeliverable. At our discretion, we may destroy mail that is returned to us or determined to be undeliverable.

You must mail or deliver all notices to us in writing at the banking office where you maintain your account, at the address indicated on your statement, or at such other address(es) as we designate. Notices sent elsewhere may be delayed or may not reach the correct office.

## Stop Payment Orders

Any owner or authorized signer on your account may request us to stop payment on a check or transaction. You may

request a stop payment by mail, in person at any of our banking offices, online via First Republic Banking Online, by calling our Automated Banking System at (800) 392-1407, or by calling our Customer Care Center at (888) 408-0288. Your stop payment order must include the account number, check number, exact amount (dollars and cents), check or transaction date and the name of the payee. We will not be liable for paying a check or transaction over a stop payment order if the order is incomplete or incorrect. We must receive stop payment orders in a time and manner which afford us a reasonable opportunity to act upon them.

There is a per check/transaction charge for each stop payment order. Stop payment orders are valid for three years. After that time, the check may be paid and charged to your account unless you renew the stop payment order for an additional fee.

We are not required to accept oral stop payment orders. If we elect to act upon an oral stop payment order, however, you agree to promptly confirm the order in writing and deliver it to us. If you fail to do so within 14 calendar days, we may release the stop payment. Our records will be conclusive evidence of the existence, the details of and our decision regarding any oral stop payment order or its revocation.

You may not stop payment on cashier's checks or payments that are guaranteed by us. Under certain circumstances, however, you may be able to claim a refund on lost, stolen or destroyed cashier's checks 90 days following the date of their issuance.

## Subaccounts

For regulatory reporting and reserve purposes, we divide checking accounts into two subaccounts: a checking subaccount and a savings subaccount. If your checking account earns interest, we will pay the same interest rate on both subaccounts. If it does not earn interest, no interest will be paid on either subaccount. In either case, your account will continue to operate, from your perspective, as one account.

We may establish a threshold for the balance maintained in the checking subaccount and may transfer funds periodically from one subaccount to the other to meet that threshold and cover transactions against your account. Your account statements will not reflect the existence of the subaccounts, and our periodic reallocation of funds between subaccounts will not affect your ability to withdraw funds, the interest rate (if any), fees or other features of your checking account. You agree that we may treat the subaccounts as one and the same account if we receive a levy, subpoena or other legal process regarding either subaccount or your checking account.

## Substitute Checks

You agree not to deposit substitute checks or checks bearing a substitute check legal equivalence statement ("This is a legal copy of your check. You can use it the same way you would use the original check.") to your account without our prior written consent. Unless we agree otherwise in writing, our acceptance of such checks shall not obligate us to accept such items at a later time, and we may cease doing so without prior notice. If we

approve the deposit of substitute checks, you agree to indemnify, defend and hold us harmless from all losses, costs, claims, actions, proceedings and attorney's fees that we incur as a result of such checks, including without limitation, any indemnity or warranty claim that is made against us because: (a) the check fails to meet the requirements for legal equivalence, (b) a claimant makes a duplicate payment based on the original check, the substitute check, or a paper or electronic copy of either; or (c) a loss is incurred due to the receipt of the substitute check rather than the original check. You agree not to issue checks with features or marks that obscure, alter or impair information on the front or back of a check or that otherwise prevents us or another bank from capturing such information during automated check processing. Upon our request, you agree to provide us promptly with the original check or a copy that accurately reflects all of the information on the front and back of the original check when it was truncated.

Some or all of the checks that you will receive back from us may be substitute checks. You may also get a substitute check if you request a copy of a paid check or when a deposited check is returned unpaid.

We may convert original checks to substitute checks.

## Telephone and Electronic Communication

### Monitoring/Recording

We may monitor telephone conversations and electronic communications for quality and control purposes without prior notice to you. We usually do not record conversations without notice to you.

### Termination/Closing Your Account

Any authorized signer(s) may close your account at any time, with or without cause. We are not required to provide notice of such closure to the other authorized signers on the account. We may automatically close your account if the account balance is zero.

We may close your account and/or terminate your account relationship with us at any time in our sole discretion, with or without cause, by giving oral, electronic or written notice to any of you. We need not disclose the reason to you. If the funds are not withdrawn, we may send a check for the collected account balance to any of you at the last address we have on file for the account. Thereafter, the funds will stop earning interest (even if the check is returned or remains uncashed for any reason).

We may dishonor any check, item or transaction presented for payment after an account is closed. At our sole discretion, we may honor checks, items and orders presented or occurring after an account is closed if the transaction is guaranteed by us to third parties (e.g., under a check guarantee or as part of an electronic fund transfer arrangement) or you fail to give us a timely stop payment order for any outstanding checks. You remain responsible for such items and transactions, which may be treated as overdrafts.

## Transfers/Assignments

Unless otherwise agreed upon by us in writing, all accounts are nontransferable and non-negotiable. You may not grant, transfer or assign any of your rights to an account without our prior written consent. We are not required to accept or recognize an attempted assignment of your account or any interest in it, including a notice of security interest.

## Unauthorized Transactions and Errors

If you discover an error, forgery, alteration or other unauthorized activity involving your account, you must notify us immediately by telephone, and promptly notify your banking office of account in writing of the relevant facts, including a description of the transaction or error and the identity of any suspected perpetrator. You agree to maintain a current check register and to carefully and promptly review all statements and notices we send or make available to you. Your statements will be deemed to provide sufficient information about your checks and other transactions for you to determine whether there was an error or unauthorized transaction if the statements provide you with the check or transaction number, the amount and the date of payment.

You are in the best position to discover and report any errors or unauthorized transactions involving your account. If you fail to notify us within a reasonable time (not exceeding 14 days after your statement date) of an unauthorized signature, alteration, forgery, counterfeit check or other unauthorized transaction involving any of your accounts, we will not be responsible for subsequent unauthorized transactions by the same wrongdoer.

Without regard to care or lack of care of either you or us, if you do not discover and report an error or an unauthorized signature, alteration, forgery, counterfeit check or other unauthorized debit to your account within 30 days after the date of your statement or the date the information about the item or transaction is made available to you, whichever is earlier, you are precluded from asserting the error or unauthorized transaction against us and we will have no liability to you for resulting losses.

If you claim a credit or refund because of an error or unauthorized transaction, you agree to provide us with a declaration containing whatever reasonable information we require regarding your account, the transaction and the circumstances surrounding the claimed loss.

Our maximum liability will never exceed the amount of actual damages proven by you. Our liability will be reduced: (a) by the amount of the loss that is caused by your own negligence or lack of care; (b) to the extent that damages could not have been avoided by our exercise of ordinary care; and (c) by any loss recovery that you obtain from third parties (apportioned in accordance with this provision). We will not be liable for any loss that is caused in part by your negligence if we acted with ordinary care. Unless otherwise required by law, we will not be liable for incidental, special or consequential damages, including loss of profits and/or opportunity, or for attorney's fees incurred by you, even if we were aware of the possibility of such damages.

You agree to pursue all rights you may have under any insurance policy covering any loss and to provide us with information regarding coverage. Our liability will be reduced, proportionately in accordance with our responsibility for any loss, by the amount of any insurance proceeds you receive or are entitled to receive for the loss. If we reimburse you for a loss and the loss is covered by insurance, you agree to assign us your rights under the insurance policy to the extent of our reimbursement, in accordance with this provision. You waive all rights of subrogation against us with respect to any insurance policy or bond.

## Waivers

We may delay enforcing our rights under this agreement without losing them. Any waiver by us shall not be deemed a waiver of other rights or of the same right at another time. You waive diligence, demand, presentment, protest and notice of every kind, except as set forth in this agreement.

## Wire and Other Fund Transfers

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### Payment Orders

The following provisions apply to payment orders governed by Article 4A (Division 11 in California) of the Commercial Code (e.g., wire transfers, telephone transfers, and ACH transactions from business accounts). If you have a separate agreement with us with respect to payment orders, the terms of that agreement will supersede any conflicting terms in this agreement.

### Processing Orders

At our discretion, we may process your payment order to transfer funds to another account with us or to an account maintained with another financial institution. We reserve the right to reject any payment order without cause or prior notice, and may notify you of the rejection orally, electronically or in writing.

### Cutoff Hours

Our processing hours for payment orders vary based on location, transaction type and other factors. Information about our processing hours is available upon request. We may process any payment order we receive after our processing cutoff hour on our next funds transfer business day.

### Payment Order Accuracy

You must accurately describe the beneficiary of your payment order and the beneficiary's financial institution. If you describe any beneficiary or institution inconsistently by name and account or identifying number, we and other institutions may process the order solely on the basis of the number, even if the order identifies a person or entity different from the named beneficiary or institution. We may also process incoming fund transfers based on the account number, rather than on any inconsistent name reflected in the payment order. If you give us a payment

order that is erroneous in any way, you agree to pay the amount of the order whether or not the error could have been detected by any security procedure we employ.

## Cancellation and Amendment of Payment Orders

You do not have a right to cancel or amend any payment order after we receive it. Although we may attempt to act on any amendment or cancellation request you make (e.g., if it is received in a time and manner which permit us to do so), we assume no responsibility for failing or refusing to do so, even if we could have effected the change or cancellation. You agree to indemnify, defend and hold us harmless from any loss, damage, claim, action and liability that results, and any charges and costs we incur, in connection with any request by you to amend or cancel a payment order.

## Foreign Transfers

Funds transfers to a foreign country will be sent in the foreign currency nominated by you, or, if you do not nominate a currency, we may send the currency indicated by the currency type of the country where funds will be received. If U.S. Dollars are to be paid outside of the United States, you must provide an intermediary bank that accepts U.S. Dollars on behalf of the designated beneficiary bank. If an intermediary bank is not provided, First Republic Bank has the right in our sole discretion to convert the funds and to pay the U.S. Dollar equivalent in local currency.

In the event we elect to send the funds in the currency type of the receiving country, we may convert or arrange with any of our correspondent banks to convert your U.S. Dollar payment in the local currency at our exchange rate in effect at that time. Such exchange rate may include a markup or a markdown in favor of the correspondent bank or us as applicable. If a conversion does not occur, the beneficiary's bank upon receipt may (or may be required by law to) convert the U.S. Dollar payment into the relevant foreign currency at what could be a less favorable exchange rate for you or your beneficiary. We cannot guarantee that your beneficiary is able to receive U.S. Dollars. Foreign transfers may be subject to delays, charges imposed by other banks (i.e., intermediary, correspondent and/or beneficiary banks) and changes in foreign currency exchange rates and/or currency type delivered to the beneficiary.

If for any reason a payment order is returned to us, you agree to accept the refund in U.S. Dollars in the amount of the foreign money credit, based on the current buying rate on the day of the refund, less any charges and expenses incurred by us. We may charge your account to pay for fees imposed by intermediary banks or instruct such banks to obtain payment of their charges for services and expenses by deducting the amount from your order. A portion of those charges may be shared with us.

## Unauthorized Payment Orders

We may process any payment order we believe is transmitted or authorized by you if we act in compliance with a security

procedure agreed upon by you and us. Such payment orders will be deemed effective as if made by you, and you will be obligated to pay us in the amount of such orders, even though they are not transmitted or authorized by you. Unless we agree on another security procedure, you agree that we may confirm the authenticity and content of payment orders (among other ways) by placing a call to any of you. If we cannot reach you, or if the payment order is not confirmed or approved in the manner we require, we may refuse to execute the payment order.

### Notice of Errors

You agree to review all statements and notices promptly to confirm the accuracy and authorization of each payment order. You must notify us immediately if there is any discrepancy between your payment order and any confirmation or statement of account, or if you discover any other problem with respect to a transfer. You must send a written notice to us of the discrepancy or other problem, including a statement of the relevant facts, within a reasonable time (not to exceed 14 days from the date you first discover the problem or receive a statement or notice reflecting the problem, whichever occurs first).

### Limitation of Liability

Our liability for any act or failure to act shall not exceed the direct resulting loss, if any, which you incur and payment of interest. Unless otherwise required by law, we will not be liable for any consequential, indirect or special damage that you incur in connection with payment orders, even if we are aware of the possibility for such damages.

## Withholding of Income Tax

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Unless you are exempt under federal law, we are required to withhold a portion of your taxable interest and certain other payments (this is referred to as backup withholding) if: (1) you fail to supply us, under penalties of perjury, with your correct taxpayer identification number (TIN); (2) you fail to provide us with the required certified information; (3) the IRS instructs us to withhold; or (4) the IRS notifies you that you are subject to backup withholding. You must provide your TIN whether or not you are required to file a tax return. You also must certify that you are not subject to backup withholding.

We may report interest and other payments to you to the Internal Revenue Service (IRS), along with your TIN.

We may refuse to open, and we may close, any account for which you do not provide a certified TIN, even if you are exempt from backup withholding and information reporting. To avoid possible erroneous backup withholding, an exempt payee should furnish its TIN and indicate on the signature card that it is exempt.

A nonresident alien or foreign entity not subject to information reporting must certify its exempt status by completing an appropriate IRS certification form (e.g., W-8 BEN). Nonresident



aliens may be required to certify their exempt status every three years (or earlier upon request) to avoid backup withholding.

You may be subject to civil and criminal penalties if you fail to provide us with a correct TIN or falsify information with respect to withholding. For additional information on interest reporting and withholding, contact your tax advisor or the IRS.

## First Republic Bank Business Accounts

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Depending upon the type of account you have, various charges may be imposed. You agree that we may change our Schedule of Fees and Related Charges for Business Accounts from time to time and you agree to pay the charges imposed on your account according to the then effective schedule. You will be given notice of these changes only if the law requires it. Therefore, you should check with us as frequently as you think necessary to assure that you are being or will be charged rates and fees that are acceptable to you.

See our Schedule of Fees and Related Charges for Business Accounts for a complete listing of fees and charges that apply to First Republic Bank business accounts.

### Certificates of Deposit

Certificates of Deposit (“CDs”) are offered in terms from 30 days to five years or greater. Other terms may be offered from time to time.

**Deposits/Withdrawals** — You may make deposits to or withdraw principal from your account only at maturity and/or during the grace period described below. You can withdraw interest anytime during the term after it is credited to your account. The disclosed Annual Percentage Yield (APY) assumes interest will remain on deposit until maturity. Any withdrawal of interest will reduce earnings.

**Interest/Maturity** — Interest rate and APY disclosures are on a separate rate sheet which will be provided to you prior to or at account opening. The interest rate for your account will be in effect until the maturity date of your CD. Deposits received after cutoff and on Saturday will be credited on the next business day. The original maturity date of a CD is stated on the actual CD Receipt.

**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. We also use this method to determine the minimum balance required to earn interest. CDs do not earn interest if the minimum balance requirement is not maintained.

**Compounding/Crediting** — Interest on all CDs is compounded daily on a 365 day basis. Interest earned will be credited to your CD, transferred to any account, or mailed to you on a monthly, quarterly or semiannual basis, as selected by you (except for

CDs with terms of one year or less, in which case interest can also be credited at maturity).

**Explanation of Interest Postings** — Interest is posted to your account on an anniversary date based upon the current maturity date of your CD, e.g., if your account matures on the 15th, interest is posted on the 15th, monthly, quarterly or yearly depending on the interest option selected.

**Automatic Renewal of Accounts** — Your CD will automatically renew at maturity. Each renewal term will be the same as the original term beginning on the maturity date, and all terms will be the same except that the interest rate in effect during the renewal term will be our published rate in effect at the time of renewal for such CD Accounts of the same maturity. You may prevent renewal if you withdraw the funds in the account at maturity or we receive written notice from you within the applicable grace period. We can prevent renewal if we mail a notice to you to that effect at least 30 days before maturity.

The grace period begins on the maturity date and is as follows: 1) for renewal terms of 89 days or less is two calendar days; and 2) for renewal terms of 90 days or more is seven calendar days. The grace period ends on the day you make any changes. If the grace period ends on a day other than a business day, it will automatically be extended through the next business day.

**Interest Accrual During the Grace Period** — If the account is closed during the grace period, the accrued interest between the maturity date and the date of closure will be paid at the Money Market Savings rate for the lowest tier.

If the account is renegotiated for a new term of maturity and rate during the grace period, the interest earned between the maturity date and the renegotiated date will be the rate in effect as of the renewal date.

If you allow the account to renew, but make a partial withdrawal during the grace period, the rate in effect for the renewal term will accrue on the pre-withdrawal balance up to the transaction date and on the new balance effective on the transaction date.

**Account Termination/Early Withdrawal Penalty** — You may terminate a CD account at any time, subject to the provisions set forth in the CD; however, a substantial penalty is imposed on CDs withdrawn (in full or in part) prior to maturity. In the event of early withdrawal of principal from a CD account occurring at any time during the term, the following penalty will apply: (1) six months' interest for those CD accounts with a term of one year or less; and (2) one year plus three months' (fifteen months') interest for those CD accounts with a term of more than one year. This early withdrawal penalty may be deducted, if necessary, from the principal sum of the CD.

## Simplified Business Checking

This checking account is for businesses with low transaction volumes; limited to 21 deposits and 100 checks per statement cycle. This account does not earn interest.

## Business Interest Checking

This checking account offers unlimited checking and earns tiered interest rates.

## Business Analyzed Checking

This checking account is designed for businesses with a high transaction volume or cash management needs. Account balances earn an earnings credit that may offset eligible service fees. This account does not earn interest.

## Interest on Lawyers Trust Account (IOLTA/IOLA/IOTA)

This account earns interest and is available to attorneys and law firms that receive and disburse client funds in the following states: California, Connecticut, Massachusetts, Florida, Oregon, New York and Washington. The interest earned on the account is not paid to a lawyer or law firm, but is paid to a separate account held by a designated public service organization in the state where the account is located, less any monthly service charge or other fees.

Fees on an IOLTA/IOLA/IOTA account (as for wires, etc.) may be charged against any other account held by the attorney or law firm.

## Business Reward Money Market Savings

This business money market savings account earns tiered interest rates. It requires a minimum average balance to be maintained in a business checking account. Certain restrictions apply to the number of withdrawal transactions permitted during each statement cycle.

## Business Money Market

This business money market checking account earns tiered interest rates and offers the convenience of limited check writing. Certain restrictions apply to the number of withdrawal transactions permitted during each statement cycle.

## Questions or Comments

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If you have any questions or comments, you can contact us at:

Automated Banking System: (800) 392-1407

First Republic Online Banking: (800) 221-9777

Client Care Center: (888) 408-0288

Or via our website at [firstrepublic.com](http://firstrepublic.com)

Note: The fees, rates and benefits described in this booklet and in the accompanying service fee schedule were current as of the date of publication, but are subject to change. You can obtain current information by calling us at (888) 408-0288 or visiting our website, [firstrepublic.com](http://firstrepublic.com).

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