

Deposit Account Agreement and Disclosure

Effective February 2011

In this Deposit Account Agreement and Disclosure, each and all of the depositors are referred to as “you” and “your.” The Financial Institution where you opened your account (Torrey Pines Bank; First Independent Bank, a division of Western Alliance Bank; Alliance Bank of Arizona, a division of Western Alliance Bank; or Bank of Nevada) is referred to as the “Bank,” “we,” “our,” and “us.” This Deposit Account Agreement contains the terms and conditions governing certain of your deposit accounts with us. As used in this document, the term “Agreement” means this document, the signature card, a rate and fee schedule (which may be in the form of a Rate and Fee Schedule, Time Certificate of Deposit, or Confirmation of Time Deposit, hereinafter called the “Schedule”), Truth in Savings Disclosures, a Funds Availability Policy Disclosure, and an Electronic Funds Transfer Agreement and Disclosure, if applicable. Each of you signing the signature card for a deposit account acknowledges receipt of this Agreement, and agrees to the terms set forth in the Agreement, as amended from time to time. You agree that we may waive, in our sole discretion, any fee, charge, term, or condition set forth in this Agreement at the time the account is opened or subsequent thereto, on a one-time basis or for any period or duration, without changing the terms of the Agreement or your obligation to be bound by the Agreement, and we are not obligated to provide similar waivers in the future or waive our rights to enforce the terms of this Agreement.

We provide a copy of this Agreement to you when you open your account. We may change this Agreement at any time, by adding, amending, or deleting existing terms and conditions. We generally send you advance notice of any adverse change and may be included in your statement or in a separate mailing. If a change is not adverse to you, however, we may make the change at any time without advanced notice. If you do not agree with the change, you may close your account. However, if you continue to use your account and keep it open, you accept and agree to the change. The current version of this agreement supersedes all prior versions and contains the terms governing your account. You may request a copy of this agreement at any time.

All future changes to the Deposit Account Agreement and Disclosure can also be found on the following websites:

www.torreypinesbank.com

www.alliancebankofarizona.com

www.bankofnevada.com

www.firstindependentnv.com

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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.

DEPOSIT ACCOUNTS

From time to time, we may offer or you may open a variety of deposit accounts. Each such account (the "Account") is subject to the general terms and conditions and any specific terms and conditions relating to that type of account that may be set forth in this Agreement. If you open multiple accounts, you may receive Schedule information for each account, but this Agreement will cover all your accounts with us. Each account holder will be jointly and severally liable to us for debit balances in the account, including without limitation overdrafts and account charges. Each account holder also jointly and severally promise to pay, upon demand, any and all debit balances, all fees and charges, and our reasonable attorneys' fees and costs and expenses of collection, including but not limited to those incurred at trial and on any appeal.

DATE ACCOUNT OPENED

If you open an account with us after business hours on a business day that we are open, we will consider that the transaction was made at the opening of the next business day for account opening, effective date, and issue date purposes.

AFFILIATE BANKS

You may conduct your banking at affiliate banks owned by Western Alliance Bancorporation (each an "Affiliate"). The Affiliate has the right to accept or decline transactions at the time of presentment. If transactions are performed at Affiliates, there may be at least one (1) day delay in the posting, availability, and or interest accrual of your transaction. Any such Affiliate will not be considered a branch of the Bank, but will be considered an "agent" of the Bank.

INTEREST

If your account earns Interest, the following information applies:

Payment of Interest: We will pay interest at the annual rate specified on the Schedule, which does not reflect compounding ("Interest Rate"). The schedule also sets forth the frequency of interest payments, the frequency of any compounding and crediting, the interest accrual basis, the balance on which interest will be paid, and any minimum balance requirements.

Minimum Balance Requirements: The Schedule may specify a minimum balance that you are required to maintain in your account. If the minimum balance is not maintained during a specified period, we, at our option, may not pay interest on your account and/or may charge a fee for that period. You should review any minimum balance requirements on the Schedule.

Initial Interest Rate: The initial interest rate is the current annual rate of interest that we will pay on the specified balance in your account. We may pay interest at different rates, depending on the amount deposited and the type of depositor (individual, business, non-profit organization, etc.).

Interest Compounding and Crediting: The Schedule will indicate the interest compounding and crediting frequency for your account (if any). Compounding generally means that interest is being accrued on earned interest. Interest may be compounded more frequently than interest is credited to your account.

Interest Accrual: We may accrue interest on your account more frequently than we pay or credit interest. The interest that has been calculated, but not paid to the account, is called accrued unpaid interest.

Changes: We have the right to change the rates and fees in accordance with the terms of the Schedule. We also reserve the right to change any other term of this Agreement at our sole discretion.

Interest Upon Closing: If you close your interest-bearing account before interest has been credited to your account on the regular interest payment date for the account, interest may be forfeited.

FEES AND CHARGES

Subject to applicable law, you agree to pay us the fees and charges shown in the Schedules as are applicable to your account or for other services performed by us. You agree the fees and charges may be changed by us from time to time and authorize us to charge your account for their payment whether or not each charge results in an overdraft of your account. Existing and future charges may be based upon the overall costs of providing account services and may or may not be based upon the direct cost or expense associated with providing the particular service involved. The charges may be based on consideration of profit, competitive position, deterrence of misuse of account privileges by customers, and the safety and soundness of the financial institution. We will notify you of the changes, to the extent required by law.

Each of you also agrees to be jointly and severally liable (individually) for any account shortage resulting from 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 when 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.

BALANCE METHODS

As used by us, the "average daily balance" method means "the application of a periodic rate to the average daily balance in the account for the period, determined by adding the full amount of principal in the account for each day of the period and dividing that figure by the number of days in the period." The "daily balance" method means "the application of a daily periodic rate to the full amount of principal in the account each day." The "average collected" method means the application of the daily periodic rate to the average collected daily balance in the account for the period, determined by adding the full amount of the collected principal in the account for each day of the period and dividing that figure by the number of days in the period.

DEPOSIT RULES

The following terms apply to deposits made to your account:

Endorsements

You authorize us to accept transfers, checks, and other items for deposit to your account if they are made payable to, or to the order of, any one or more of you, whether or not they are endorsed by you. You authorize us to supply missing endorsements, and you warrant that all endorsements are genuine. All checks and other items deposited to your account should be endorsed payable to the order of us for deposit only, followed by your signature and account number. All endorsements must appear on the back of the check or other item within the first 1-1/2 inches from the left side of the item when looking at it from the front. Endorsements should be in black ink. While we may accept non-conforming endorsements, you will be responsible for any loss incurred by us due to the delay in processing or returning the item for payment.

Final Payment

All non-cash items (for example, checks) deposited to your account are posted subject to our receipt of final payment by the payor bank. Upon receipt of final payment, the item becomes a collected item. If final payment is not received or if any item you have deposited or cashed is charged back to us for any reason, you authorize us to charge any of your accounts, without prior notice and at any time, for the amount of the returned item, our returned item fee, any interest paid on that item, and any other fee we pay or incur. If an item to be charged back is lost in the process of collection or unavailable for return, we may rely upon a photocopy of the item or upon any other generally accepted notification of return of the item, in charging you or any of your accounts for the amount of the returned item. We reserve the right to refuse any item for deposit into your account.

Checks Sent for Collection

We may refuse to accept a check for immediate credit that you wish to negotiate either at the time of transaction or before we send it for payment. Reasons for the possible refusal include but are not limited to items that have been previously dishonored, are irregular in any respect, or are drawn in a foreign currency. At your option, we may send the check for collection or return to you without presenting it to the financial institution on which it is drawn. When sending a check on collection, it means that we would not use normal check clearing procedures, and must specially handle the item. If payment is received, we will credit your account with the amount received once credit is received by us. Payment of fee amount received may include the collection fee deducted by the other financial institution. In some instances, the other financial institution may require their collection fee accompany the collection request. These fees are in addition to the standard fee charged by us and will be charged to you accordingly.

Direct Deposits

If we offer direct deposit services for automatic preauthorized deposits to your account such as Social Security payments, payroll deposits or automatic transfers from your other accounts with us, you must notify us at least 30 days prior to the next scheduled direct deposit or preauthorized transfer if you wish to cancel the direct deposit or transfer service. If any amount deposited must be returned to the government for any reason, you authorize us to deduct the amount from your account as provided in the Final Payment paragraph above.

Crediting of Deposits

If you make a deposit with branch personnel before the cutoff time noted in our Funds Availability Policy on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the cutoff time noted in our Funds Availability Policy or on a day we are not open, we will consider that the deposit was made on the next business day we are open. Deposits not made to branch personnel (such as courier, ATM or night drop) may be subject to different cut off times, as disclosed below.

- ATM: If you make a deposit at any of the Bank's depository ATMs before the noted cut off time noted below on a business day that we are open, we will consider that day to be the day of your deposit. Any deposit made after the cut off time will be considered to be deposited on the next business day we are open.

Bank Depository ATMS	Deposit Cutoff Time
Torrey Pines Bank	3:00 p.m.
Alliance Bank of Arizona Sedona Standalone ATM	2:00 p.m. 12:00 p.m.
First Independent Bank	3:00 p.m.
Bank of Nevada	12:00 p.m. (noon)

- In-Branch/Drive Up: If you make a deposit in the Branch or at the drive-up before the cut off time noted below on a business day that we are open, we will consider that day to be the day of your deposit.

Bank Branches	Deposit Cutoff Time
Torrey Pines Bank	5:00 p.m.
Alliance Bank of Arizona Monday – Thursday Friday	4:00 p.m. 5:00 p.m.
First Independent Bank Monday – Thursday Friday	5:00 p.m. 5:30 p.m.
Bank of Nevada	5:00 p.m.

- Night Drop: If you make a deposit at the night drop before 9 a.m. on a day we are open, we will consider that day to be the day of your deposit. Any deposit made at the night drop after 9 a.m. on a day we are open, we will consider the deposit to be made on the next business day we are open.

- Courier/Armored Car: Please refer to your courier or armored car agreement, which you received when contracting for these services, to determine the crediting timeline for your deposit.

Substitute Check and Electronic Files Pertaining to Original Checks

If you deposit a “substitute check” into your account, you agree to reimburse us for losses, costs and expenses we may pay or incur associated with the item not meeting applicable substitute check standards and/or from duplicate payments associated with the item. If you provide us with an electronic representation of a substitute check for deposit into your account instead of an original check, you agree to reimburse us for losses, costs and expenses we may pay or incur associated with the substitute check resulting from the electronic representation not meeting applicable substitute check standards and/or from duplicate payments associated with the item.

Deposit of Remotely Created Checks

A remotely created check is a check created by someone other than the person whose account the check is drawn, and is typically created when the owner of a checking account, either over the phone or online, authorizes a telemarketer or billing company to draw a check made payable to them on the owner’s account without the owner actually signing the check. In place of the owner’s signature, the remotely created check usually bears the statement that the owner authorized the check or bears the owner’s printed or typed name. If you are in the business of depositing remotely created checks based on the authorization of others, you must obtain the Financial Institution’s prior express written consent to deposit those checks in your account. Failure to comply may result in termination of banking services such as e-Deposit or online banking.

Notice of Stop Payment, Legal Process or Setoff

A check received by us before the close of the banking day may be subject to any stop payment order received, legal process served upon, or setoff exercised by us prior to 5:00 p.m. of the next business day. Any knowledge, notice, stop payment order, legal process, or setoff comes too late to affect our right or duty to pay a check if it is received after that time. Additional limitations regarding stop payment orders, the right of setoff, or other legal process may be found elsewhere in this Agreement.

WITHDRAWAL RULES

The following terms apply to withdrawals from your account:

Manner of Withdrawal

You may make withdrawals from your account in any manner that is permitted by us for the type of account that you have opened. Withdrawals by mail will be posted to your account as of the day the transaction is processed by us. We may refuse to accept any check other than standard checks provided by us, or approved by us in advance. Withdrawals and transfers from your account may be restricted as provided in the Agreement, or in the Schedule, or by applicable law.

Withdrawal Restrictions and Overdrafts

We do not have to allow you to make a withdrawal from your account if you don’t have sufficient available funds in the account to cover the full amount of the withdrawal. If there are available funds to pay some, but not all, of the withdrawals or other debits on a single business day we will post them as follows:

Torrey Pines Bank in ascending check number order, the lowest check number being presented first

Bank of Nevada in order of ascending amounts, the check for the smallest sum being presented first.

Alliance Bank of Arizona in order of ascending amounts, the check for the smallest sum being presented first.

First Independent Bank in order of ascending amounts, the check for the smallest sum being presented first.

Non Sufficient Funds (NSF) fees may apply to overdrafts. Service charges related to overdrafts will be posted as the overdraft occurs.

We may pay other withdrawals or debit items (such as charges) prior to paying any checks and the method of payment for the other withdrawals and debit items may be in any order and at our sole discretion. If there are insufficient available funds to cover some of the withdrawals or debits presented against your account, such items will be handled in accordance with our overdraft procedures and applicable law. Even if we choose to pay one or more overdrafts, we are not obligated to cover any future overdrafts. We may determine the balance of your account in connection with determining whether payment of an item will create an overdraft at any time between the time we receive the item and the deadline for us to take action on the item. We are not required to determine your account balance more than one (1) time during this period.

A service charge may be assessed on any item that will overdraw the available account balance, regardless of whether we pay or dishonor (return) the item. You agree, immediately upon notice from us, to deposit funds sufficient to cover any overdraft plus service charges, if required. We will not be liable for the dishonor of any item when the dishonor occurs because we set off a debit against your account. We also may refuse to allow a withdrawal if there is a dispute about the account (unless a court has ordered us to allow the withdrawal), the account is garnished or attached, the account has been pledged as collateral for a debt, the availability of the funds on deposit cannot be verified, any required documentation has not been presented, or you fail to repay an obligation to us on time.

Notice Requirements

Federal regulations require us to retain the right to require you to give at least seven (7) days notice in writing prior to any intended withdrawal from a savings, negotiable order of withdrawal ("NOW"), or money market account. Although we usually pay withdrawals or checks without notice on these accounts, doing so does not mean that we give up this right.

Postdated and Stale Dated Items

You agree that when you write a check, you will not date the check in the future. If you do and the check is presented for payment before the date of the check, we may pay it or return it unpaid. You agree that if we pay the check, the check will be posted to your account on the date we pay the check, even though the posting date is prior to the date of the check. You further agree that we are not responsible for any loss to you in doing so. We will not honor a postdated check if we receive advance notice from you at such a time and in such a manner as to afford us reasonable opportunity to act. The notice must be in writing, and it must specify the date, amount, and number of the check, along with the name of the payee. Notices are effective for the time periods stated under STOP PAYMENT ORDERS. You agree that we may return a postdated check to the presenter.

We reserve the right to pay or dishonor a check more than six (6) months old without prior notice to you. We also reserve the right to pay or dishonor a check dated in the future. You agree that we are not responsible for any loss to you in doing so.

Power of Attorney

The person executing a Bank approved power of attorney will be referred to as the principal and the person acting for the principal as the agent. We may refuse to comply with a power of attorney for reasonable cause, or until we receive an affidavit from the agent stating that the power of attorney presented is a true copy and that, to the best of the agent's knowledge, the principal is alive and that the relevant powers of the agent have not been altered or terminated.

Signatures

You recognize that we have adopted automated collection and payment procedures so that we can process the greatest volume of items at the lowest possible cost to our customers. **We will not enforce multiple signature requirements.** In light of this, you agree that we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for the sight examination of items with a face amount below an amount specified by us from time to time. You authorize us to store and use Signature Card information in any reasonable form we deem necessary, including any digitized signature capture process.

If you use a facsimile signature or other form of mechanically reproduced signature (such as, but not limited to, desktop publishing, digitized, or computer software generated signature), you agree you shall have the sole responsibility for maintaining security of the facsimile or mechanically reproduced signature and the device by which the facsimile or mechanically reproduced signature is affixed

and you shall bear the entire risk for unauthorized use thereof whether or not you are negligent. You agree that no facsimile or mechanically reproduced signature we have been authorized to honor may be considered a forgery or an unauthorized signature, but that such facsimile or mechanically reproduced signature shall be effective as your signature or endorsement whether or not you have been negligent. You further agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure (including reasonable attorney's fees) we or you may suffer or incur as a result of the unlawful use, unauthorized use, or misuse by any person of any such facsimile or mechanically reproduced signature or the device by which it is affixed. If you use any form of facsimile or mechanically reproduced signature device, you agree to complete a signed Facsimile Agreement and deliver a sample to us if we request it.

Electronic or Automated Processing of Items

In accordance with reasonable banking standards, most checks and other items are processed through automated processing and, except in limited circumstances and at our discretion, most items are not individually examined. You agree that we act within reasonable banking standards by processing most checks and other items through automated processing systems. We will not honor restrictive or other legends unless we have agreed in writing to do so.

Preauthorized Drafts

If you voluntarily give information about your account (such as our routing number and your account number) to a party who is seeking to sell you goods or services, and you do not physically deliver a check to the party, any debit to your account initiated by the party to whom you gave the information is deemed authorized by you.

Electronic Check Conversion

You may authorize a merchant to use your check as a source of account information to initiate an electronic withdrawal from your account. The merchant uses the check information, along with the transaction amount, to initiate an Automated Clearing House (ACH) debit transaction. The transaction is electronically transferred through the ACH system and the funds will be debited directly from your account and deposited automatically into the merchant's account. After the information is gathered from the check, the merchant should mark it void and return it to you. You should sign and receive a receipt documenting the transaction. This type of transaction generally results in funds being removed from your account faster than a normal check transaction. A description of the transaction will appear on your statement from us. Checks used in these types of transactions will not be returned/provided as an image with your statement. This type of electronic funds transfer from a consumer account is governed by the Electronic Funds Transfer Act and subject to the Electronic Funds Transfer Agreement and Disclosure(s).

Re-Presented Checks

If a merchant electronically re-presents a check returned due to insufficient or uncollected funds, that transaction is not covered by the Electronic Funds Transfer Act. Checks or images of checks involved in this type of transaction will not be included with your statement. You may authorize a merchant to electronically collect a fee associated with the re-presentation of a check. If a merchant electronically collected a fee associated with the re-presentation of a check, the fee transaction is covered by the Electronic Funds Transfer Act and subject to the Electronic Funds Transfer Agreement and Disclosures if the fee is debited as an electronic funds transfer from a consumer account. A description of the transaction will appear on your statement.

Withdrawal by Remotely Created Checks

A remotely created check is a check created by someone other than the person on whose account the check is drawn, and is typically created when the owner of a checking account, either over the phone or online, authorizes a telemarketer or billing company to draw a check made payable to them on the owner's account without the owner actually signing the check. In place of the owner's signature, the remotely created check usually bears the statement that the owner authorized the check or bears the owner's printed or typed name. If you voluntarily give information about your account (such as our routing number and your account number) to a party who is seeking to sell you goods or services, and you don't physically deliver a check to the party, any debit to your account initiated by the third party to whom you gave the information is deemed authorized. You may not later change your mind and try to revoke your authorization or rescind payment by claiming the check was unauthorized. We will not be required to re-credit your account, and may charge against your account, any remotely created checks for which the third party has proof of your authorization.

Check Legends

We may disregard information on any check or item other than the signature of the drawer, the identification of the drawee financial institution and payee, the amount, the endorsements, and any other information that appears on the MICR line. In addition, we are not responsible to take action on, or for failure to notify you of restrictive language placed on checks or other items, including but not limited to terms such as "Void after 90 Days," "Paid in Full," "Two Signatures Required," "Void Over \$100" or similar statements.

Non-Customer Check Cashing Identification

If a person who is not a deposit customer of ours presents a check drawn against one of your accounts for payment over the counter, we may require identification that meets our standards including a thumbprint or fingerprint from the person. You agree that if the person refuses to comply with our identification standards, we may dishonor the check and we have no liability to you for refusing to negotiate the check.

Checks Payable to a Business Entity or Trust

We may not allow checks made payable to any business entity, such as a partnership, Corporation, Limited Liability Company, Lodge or Association, or any other form of ownership other than a natural person such as a Trust, to be exchanged for cash or cashed at the Bank. Checks payable to the above entities may only be accepted for deposit.

CHECKING ACCOUNTS

If your account is a checking account, the following terms may apply:

- If allowed by law, we may, in our sole discretion, pay interest on demand deposit checking accounts.
- If we offer NOW accounts, the account must consist solely of funds in which the entire beneficial interest is held by one or more individuals in an individual capacity, a sole proprietor, or a governmental unit, but not professional corporations or business partnerships. A NOW account may also be held by a for profit organization serving in a fiduciary or trustee capacity for an entity that is itself permitted to hold a NOW account.

Checking Sub-Accounts

If you have a checking or NOW account, your account consists of a transaction sub-account and a savings sub-account. This structure will not affect your available balance, service charges, FDIC insurance, interest earnings, your statement or any other feature of your account. Funds not routinely needed to pay debits may be periodically transferred to the savings sub-account. A transfer from the savings sub-account back to the transaction sub-account will fund items in excess of the balance in the transaction sub-account. The remainder of your balance will be maintained in the transaction sub-account. If interest is paid on your account balance, the interest calculation will be the same for both the savings sub-account and the transaction sub-account. If interest is not paid on your account balance, the savings sub-account will be non-interest bearing.

SAVINGS ACCOUNTS

If your account is a savings or money market deposit account, the following terms may apply:

Transfers and Withdrawals

If your account is a savings or money market deposit account, federal law requires that an account holder may make no more than six (6) transfers and/or withdrawals during any one (1) calendar month or statement cycle (the period from one statement to the next) or similar period of at least four weeks, to another of your accounts with us or to a third party by means of a preauthorized or automatic transfer, or telephonic (including data transmission) agreement, order or instruction, by check, draft, debit card, or similar order made by you and payable to third parties. A "preauthorized transfer" includes any arrangement by us to pay a third party from your account upon

written or oral instruction [including an order received through an automated clearing house (ACH)] or any arrangement by us to pay a third party from your account at a predetermined time or on a fixed schedule.

Excess Transactions

In accordance with federal law, if you have more than the allowable preauthorized transfers or preauthorized checks or drafts (for money market accounts) in any one period, your account may be subject to closure by us and the funds placed in another account that you are eligible to maintain, or we may take away the transfer and draft capabilities of the account.

Allowable Transactions

In addition to the above preauthorized transfers, you may make unlimited withdrawals (payments directly to you or transfers of funds from your account to any of your other deposit accounts or loan accounts with us), either in person at our locations, by mail, messenger, telephone (via check mailed to you), or use of an ATM card (if applicable).

TIME DEPOSIT

If your account is a time deposit, you have agreed to keep the funds on deposit until the maturity of your account. If your account has not matured, any withdrawal of all or part of the funds from your account may result in an early withdrawal penalty. We will consider requests for early withdrawal and, if granted, the penalty provided in the Schedule will apply.

Penalty

The early withdrawal penalty is calculated as a forfeiture of part of the accrued interest that has or would be earned on the account. If your account has not yet earned enough interest so that the penalty can be deducted from earned interest, or if the interest already has been paid, the difference will be deducted from the principal amount of your account. For fixed rate accounts, we will use the rate in effect for your deposit.

Exceptions

We may let you withdraw money from your account before the maturity date without an early withdrawal penalty:

- (1) When one or more of you dies or is determined legally incompetent by a court or other administrative body of competent jurisdiction; or
- (2) When the account is an Individual Retirement Account (IRA) established and the money is paid within seven (7) days after the account is opened; or
- (3) When the account is a Keogh Plan (Keogh), if you forfeit at least the interest earned on the withdrawn funds; or
- (4) If the time deposit is an IRA or Keogh Plan established when you reach age 59-1/2 or become disabled; or
- (5) Within an applicable grace period (if any).

CHECK IMAGING

We may provide you with an image of your canceled checks instead of returning the checks to you in your account statement. Check imaging is a process of capturing, indexing, storing and retrieving electronic images of checks. Imaging systems replace the handling, distribution and storage of checks with electronic images.

The images are retained by the Bank for a period of seven years from the date of the posting. By opening or using your account, you agree to this procedure and authorize us to destroy the original items and checks. You agree to allow an imaged document to serve as an original item for any and all purposes, including charging your account or determining the validity of any signatures or otherwise.

Upon request by you, we will provide you, without charge, with legible copies of five checks (Front and Back) from each account statement per month. Additional copies of canceled checks are subject to our service charges (see Miscellaneous Fees and Charges). You can make a request for these copies by telephoning us at the following numbers:

Torrey Pines Bank	(877) 476-2265
Alliance Bank of Arizona	(877) 273-2265
First Independent Bank	(877) 273-2265
Bank of Nevada	(702) 248-4200

You agree that if you arrange for the printing of your own checks, and the form, encoding or format do not follow our check specification requirements and are not approved by us in advance, we will not be liable to you if the check image is less than legible.

You further agree to use only an ink color that reproduces clearly when imaged, for example dark blue or black, when filling in your checks. You agree that we will not be liable to you if an imaged document reproduces improperly due to the fact that you have used an ink color that does not reproduce clearly to fill in a check's payee, amount, maker's signature or other information.

STOP PAYMENT ORDERS

Subject to certain limitations, you may order us to stop payment on any check payable from your account, whether drawn by you or any other account holder. The stop payment request will be effective if we receive the order at such time and in such manner as to afford us a reasonable opportunity to act upon the order. The stop payment order is effective for six (6) months. A stop payment order may be renewed for additional six (6) month periods if renewed during a period within which the stop payment order is effective. We will require you to provide the date, the exact amount, and the number of the item, together with the name of the payee.

An ACH Stop should identify the amount (or range if variable) of the debit, the originating party and Company ID. One time stops will expire and are of no further effect after presentation of a single Ach debit against the accounts. Requests for stop payments on future debits on consumer accounts will be valid indefinitely. Certain ACH transactions (CCD/CTX) are effective for six (6) months after the date of acceptance and will automatically expire unless renewed.

A confirmation notice will be sent to the address on file confirming the stop payment information provided to us. Should any information be incorrect, you must notify us in writing. If you give us incorrect information, we will not be liable for failing to stop payment on the item. Our acceptance of a stop payment order will not constitute a representation that the item has not already been paid or that we have a reasonable opportunity to act upon the order. You may not stop payment on an official, certified, cashier's, or teller's check issued by us, or request us to stop payment if we have otherwise become accountable for the item. In addition, you may not stop payment on checks governed by separate agreement, such as a check guaranty agreement. Further, you may not stop payment on an item after acceptance of the item by us. Refer to the Schedule of Fees for new/renewed stop payment order fees.

ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURES

This Electronic Funds Transfer Agreement and Disclosure is made in compliance with federal law regulating electronic funds transfer (EFT) services. Electronic funds transfers are electronically initiated transfers of money involving an account at the Financial Institution. The following disclosures set forth your and our rights and responsibilities concerning the electronic funds transfers. In this Agreement, the words "you" and "your" mean those who sign as applicants or any authorized user(s). The words "we", "us" and "our" mean the Financial Institution. The abbreviation "PIN" or word "code" means a personal identification number.

Currency Conversion Information

When you use your Visa-branded debit card or ATM card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either:

- A rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives; or
- The government-mandated rate in effect for the applicable central processing date;
- In each instance, plus or minus any adjustment determined by the issuer.

The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

Visa Debit/Check Card, ATM Card and POS Types of Transactions/Transfers

You may use the Visa Debit/Check card and PIN issued to you to pay for purchases from merchants who have agreed to accept the card at Point of Sale (POS) terminals within the networks identified on your card and such other terminals as the Bank may designate from time to time. Point of Sale (POS) transactions will be deducted from your Primary Account. Point of Sale (POS) transactions involving a refund will be credited to your Primary Account. You may also use the Visa Debit/Check card to pay for purchases from merchants that accept the POS debit card with a VISA symbol. You may use the automated teller machine (ATM) card and personal identification number (PIN) and the Visa Debit/Check card and PIN issued to you to initiate transactions at ATMs of ours, within the networks identified on your card and such other facilities as we may designate from time to time. Unless you specify a different account during ATM transactions, your primary account will be used for your transactions. Your primary account number and information may be obtained from the initial forms you completed when you requested your card(s). At present, you may use your card to (some of these services may not be available at all ATMs):

- Deposit funds to your checking account
- Withdraw cash from your checking account
- Deposit funds to your savings account
- Withdraw cash from your savings account
- Transfer funds between your checking and savings accounts
- Obtain balance information on your deposit accounts

Limitations on Frequency and Amount

- You may make as many ATM withdrawals per day within the limits established. (Per transaction fees may apply)
- Deposits to checking or savings accounts must be made at ATMs located at branches of the bank where you opened your account.
- Subject to available funds in your account, we have established the following limits:

Torrey Pines Bank: Visa Check/Debit Card – You have a daily cash withdrawal limit of \$500 and a daily combined point of sale and debit card purchase limit of \$1,000. ATM Card – You have a daily cash withdrawal limit of \$500 and a daily combined point of sale purchase limit of \$500.

First Independent Bank: Visa Check/Debit Card and ATM Card – You may withdrawal up to \$1,500 cash and you may purchase up to a maximum of \$2,500 worth of goods and services per day, exclusive of ATM withdrawals. (\$5,000 worth of goods and services per day for the Elite Banking Visa Check Card).

Alliance Bank of Arizona: Visa Check/Debit Card and ATM Card – You may withdrawal up to \$1,500 cash and you may purchase up to a maximum of \$2,500 worth of goods and services per day, exclusive of ATM withdrawals (\$5,000 worth of goods and services per day for the Elite Banking Visa Check Card).

Bank of Nevada: Visa Check/Debit Card and ATM Card – You have a daily spending limit of \$1,000 per day, inclusive of both cash withdrawals and point of sale transactions.

- The maximum amount you are able to withdraw may also be set by the institution which owns the ATM and may be lower than the limits set by us.
- You may not stop payment on an ATM, POS or Visa Card transaction.
- This card may be revoked without notice to the cardholder or repossessed by us at anytime and must be surrendered upon demand.
- You may make six (6) transfers from your money market or savings account each four (4) week or similar period, if by preauthorized or automatic transfer, or telephone (including data transmission) agreement, order or instruction. Transfers and withdrawals made by messenger, by mail or at an ATM are unlimited.
- Banks or merchants who have agreed to accept the debit card at POS terminals are not required to make available a receipt for small-value transfers of \$25.00 or less.

Fees and Charges for ATM / POS Transactions:

ATM Fees: When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

- There is no charge for ATM withdrawals at machines owned by the bank in which you opened your account, or when using MoneyPass ATMs. Please visit www.moneypass.com for a list of locations.
- For Torrey Pines Bank customers only, Torrey Pines Bank will absorb the surcharge on foreign ATM transactions up to a maximum of five (5) transactions per month. Any fees that exceed the transaction threshold will be passed on to the customer. Foreign ATM's are machines that do not belong to Torrey Pines Bank.
- For Alliance Bank of Arizona and First Independent Bank customers only, the surcharge on foreign ATM transactions will be absorbed up to a maximum of four (4) transactions per month. Any fees that exceed the transaction threshold will be passed on to the customer. Foreign ATM's are machines that do not belong to Alliance Bank and First Independent Bank.
- For Bank of Nevada customers only, the surcharge for foreign ATM transactions will be passed on to the customer. Foreign ATM's are machines that do not belong to Bank of Nevada.
- A service charge will be charged for each check, draft, debit card or similar order (including POS transactions), in excess of six (6) during a statement cycle on your money market account.

Business Debit Cards: A Business Debit Card is an access ATM/Debit Card issued only to the owner(s) on the business account or those they have authorize for card access. The cardholder will have access to the business account via an ATM, Point of Sale (POS) location or as a Visa Check Card. The funds will be debited directly from the primary business account. A business debit card is not a consumer product and is not covered under the consumer laws and regulation (Electronic Funds Transfer Act-Regulation E). A separate application and disclosure must be completed and approved prior to issuance.

Preauthorized Funds Transfers Types and Preauthorized Transfers

You may arrange for us to complete the following preauthorized transfers to or from your deposit accounts:

- Pay certain recurring bills from your checking or savings account
- Accept direct deposit to your checking or savings account

Limitations on Frequency and Amount

- There is no limit on the frequency or amount of the direct deposits accepted to your accounts.
- Money market or savings accounts are limited to six (6) transfers payable to third parties each four weeks. Transfers made in person, by mail, or by messenger are unlimited.

Fees and Charges

- We do not charge for any preauthorized EFTs on consumer accounts but business accounts may be charged as a “debit transaction” and through analysis.
- We will charge a fee for each stop payment order for preauthorized transfers.
- A service charge will be charged for each check, draft, debit card or similar order (including POS transactions), in excess of six (6) during a statement cycle on your money market account.

Other EFT Transactions

You may access certain account(s) you maintain with us by other EFT transaction types as described below:

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 (1) pay for purchases. (2) pay bills. Electronic check conversation is a payment process in which a merchant (after obtaining your authorization) uses your check to gather routing, account, and check number information to initiate a one-time EFT. This type of EFT transaction involving a consumer account is covered by the Electronic Funds Transfer Act and this Disclosure. A description of the transaction will appear on your statement.

Re-presented Check Transactions and Fees: You may authorize a merchant to electronically collect a fee associated with the re-presentation of a check that is returned due to insufficient or unavailable funds. The resulting fee transaction if debited as an EFT from a consumer account is covered by the Electronic Funds Transfer Act and this Disclosure. When a merchant re-presents a check electronically, that transaction is not covered by the Electronic Funds Transfer Act or this Disclosure. A description of the transaction will appear on your statement.

Limitations of Liability

The following limitations may be applicable to your accounts, except as provided by law:

Liability for Unauthorized VISA Point of Sale Debit Card Transactions: Tell us, AT ONCE, if you believe your Visa Point of Sale Debit Card has been lost or stolen or of any unauthorized transactions. Your liability for unauthorized Visa Point of Sale Debit Card transactions that take place on the Visa system is zero dollars (\$0.00). We may require you to provide a written statement regarding claims of unauthorized Visa Point of Sale Debit Card transactions.

These provisions limiting your liability apply only to cards issued in the United States. With respect to unauthorized transactions, these limits may be exceeded to the extent allowed under applicable law (see Liability for Unauthorized Transfers paragraph below) only if we determine that you were grossly negligent or fraudulent in the handling of your account or Point of Sale Debit Card. The same consumer liability limits shall apply to Interlink and MoneyPass transactions. To notify us of lost or stolen cards, or of unauthorized transactions, call or write to us at the telephone number or address set forth below. This will help prevent unauthorized access to your account and minimize any inconvenience.

VISA® is a registered trademark of Visa International.

Liability for Unauthorized Transfers: Tell us, AT ONCE, if you believe your Card, ATM PIN, or POS Card or PIN has been lost or stolen. Telephoning is the best way to 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 two (2) business days, you can lose no more than \$50.00 if someone used your card or code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or code, and we can prove that we could have stopped someone from using your card or code without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (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 will extend the time periods.

Contact for Unauthorized Transfers: If you believe that your card or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, contact us immediately:

Torrey Pines Bank: Call (877) 476-2265, or write us at, Torrey Pines Bank, 12220 El Camino Real Ste. 100, San Diego, CA 92130. After business hours call 1-800-528-2273

Alliance Bank of Arizona: Call (877) 273-2265, or write us at Alliance Bank of Arizona, One East Washington, Suite 100, Phoenix, AZ 85004. After business hours call 1-800-528-2273

First Independent Bank: Call (877) 273-2265, or write us at Alliance Bank of Arizona, One East Washington, Suite 100, Phoenix, AZ 85004 After business hours call 1-800- 528-2273.

Bank of Nevada: Call (702) 248-4200 or write us at 2700 West Sahara Avenue, Las Vegas, NV 89102. After business hours 1-800-528-2273

You should also call the number or write to the address listed above if you believe a transaction has been made using the information from your check without your permission.

Business Days: For purposes of these electronic funds transfer disclosures, our business days are Monday through Friday. Holidays are not included.

California Debit Cardholder Liability: If you are a California resident and you have a debit card that may be used without a Personal Identification Number (PIN) for electronic transactions from your consumer deposit account, then you have the following protections regarding unauthorized debits. Tell us AT ONCE if you believe your debit card has been lost or stolen or if your statement reflects any unauthorized use. 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 your debit card is lost or stolen, you will be responsible for the lesser of \$50.00 or the amount of unauthorized use prior to your notification to us of the loss or theft of your card. If you do not notify us of the loss or theft of your card within sixty (60) days after the statement was mailed to you and we can prove that we could have stopped someone from using your card without your permission if you had told us. Then you will be responsible for the amount of unauthorized use of your card

up to the lesser of \$500.00 or the amount if unauthorized use that occurs after the sixty (60) day period mentioned above until the time you notify us of the loss or theft of your card. Also, if your statement shows transfers that you did not make, tell us at once. If the unauthorized use does not involve the loss or theft of your card and if you notify us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. The sixty (60) day period mentioned throughout this paragraph may be extended by a reasonable period if the delayed notice was caused by extenuating circumstances outside of your control (e.g. extended hospital stay or extended foreign travel). If you believe that your card or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call (877) 523-4600, or write us at Torrey Pines Bank, 12220 El Camino Real Ste. 100 San Diego, CA 92130.

Our Liability for Failure to Make Transfers: 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 the money in your account is subject to legal process or other claim restricting such transfer.
- If the transfer would go over the credit limit on your overdraft line
- If the ATM 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 transaction, despite reasonable precautions that we have taken.
- There may be other exceptions stated in our agreement with you.

Documentation

Periodic Statement: For all accounts to or from which electronic transfers can be made, we will send a periodic statement for each monthly statement cycle in which an electronic fund transfer has occurred and at least quarterly if no transfer has occurred. You will get a quarterly statement from us on your savings account if this is the only account you maintain and the only possible electronic transfer to or from the account is a preauthorized deposit.

Terminal Receipt: You can get a receipt at the time you make any transfer to or from your account using one of our ATMs or a POS terminal.

Direct Deposits: If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us at the number below to find out whether or not the deposit has been made.

Torrey Pines Bank	(877) 476-2265
Alliance Bank of Arizona	(877) 273-2265
First Independent Bank	(877) 273-2265
Bank of Nevada	(702) 248-4200

Other Provisions

Stop Payments on ATM, POS, or Debit Card Transactions:

You may not place a stop payment order on any ATM, POS, or Debit Card transaction.

Personal Identification Number (PIN): The ATM PIN or POS PIN issued to you is for your security purposes. The numbers are confidential and should not be disclosed to third parties or recorded on the card. You are responsible for safekeeping your PIN(s). You agree not to disclose or otherwise make your ATM PIN or POS PIN available to anyone not authorized to sign on your accounts.

Notices: All notices to you will be effective when we have mailed them or delivered them to your last known address on our records. Notices from you will be effective when received by us at the telephone number or the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing your account and any future changes to those regulations.

Enforcement: In the event either party brings a legal action to enforce this Agreement or collect amounts owing as a result of any account transaction, the prevailing party shall be entitled to reasonable attorneys' fees and costs, including fees on any appeal, subject to any limits under applicable law.

Termination of ATM or POS and: You agree that we may terminate this Agreement and your use of the ATM Card or POS services, if:

- 1) You or any authorized user of your ATM PIN or POS Card or PIN, breach this or any other agreement with us;
- 2) We have reason to believe that there has been an unauthorized use of your ATM PIN or POS card or PIN; or
- 3) We notify you or any other party to your account that we have cancelled or will cancel this Agreement. You or any other party to your account can terminate this Agreement by notifying us in writing.

Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

Preauthorized Electronic Funds Transfers:

Stop Payment Rights: If you have told us in advance to make regular electronic fund transfers out of your account(s), you can stop any of these payments. Here's how: Call us or write to us at the telephone number or address set forth below, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. We will charge you a fee 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, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

Liability for Failure to Stop Payment of Preauthorized Transfers: If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Other Provisions: There may be a delay between the time a deposit is made and when it will be available for withdrawal. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

In Case of Errors or Questions About Your Electronic Fund Transfers

Telephone, write or email us 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 sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

Torrey Pines Bank
12220 El Camino Real, Suite 100
San Diego, CA 92130
(877) 476-2265
inquires@torreypinesbank.com

Alliance Bank of Arizona
One East Washington Street, Suite 100
Phoenix, AZ 85004
(877) 273-2265
inquiries@alliancebankofarizona.com

First Independent Bank
One East Washington Street, Suite 100
Phoenix, AZ 85004
(877) 273-2265

Bank of Nevada
2700 West Sahara Avenue
Las Vegas, NV 89102
(702) 248-4200
inquiries@bankofnevada.com

When you contact us, please have the following information

- Your name and account number (if any)
- Described the error or the transfer you are unsure about, why you believe it is an error, or why you need more information
- The dollar amount of the suspected error

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

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty five (45) days to investigate your complaint or questions. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

For errors involving new accounts, Point of Sale Debit Card transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

If a notice of error involves unauthorized use of your Point of Sale Debit Card with the Visa logo when it is used as a Visa Point of Sale Debit Card, we will provide provisional credit within five (5) business days after you notify us instead of within ten (10) or twenty (20) business days. We may withhold providing this accelerated provisional credit, to the extent allowed under applicable law, if the circumstances or account history warrants the delay.

IMPORTANT INFORMATION ABOUT YOUR VISA® DEBIT CARD

Because there are different networks you may encounter when conducting debit transactions, VISA has requested that we inform you of potential liability on these transactions. You can use your VISA debit card for non-Visa debit transactions which are defined as debit transactions without a PIN with merchants who participate in the STAR and VISA networks. All other networks listed on the back of your card will require the use of a PIN. Your liability when using the STAR network for PIN-less debit card transactions is limited to either \$50.00 or \$500.00 depending on notification¹. Merchants who participate in the STAR network are required to provide you with a clear way of choosing to make a PIN-less debit card transaction if they support this option.

When you conduct a PIN-less debit card transaction using the VISA network, you are covered by VISA's zero liability policy; however, you must still notify the Bank of unauthorized transactions as outlined in your Electronic Funds Transfer¹.

¹See paragraph titled *In Case of Errors or Questions About Your Electronic Transfers* above.

FUNDS AVAILABILITY POLICY DISCLOSURE

Your Ability to Withdraw Funds

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. However, funds from electronic direct deposits 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 them to pay checks that you have written. 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 the cutoff time noted below on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a

deposit after the cutoff time noted below or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Bank Branches	Deposit Cutoff Time
Torrey Pines Bank	5:00 p.m.
Alliance Bank of Arizona	
Monday – Thursday	4:00 p.m.
Friday	5:00 p.m.
First Independent Bank	
Monday – Thursday	5:00 p.m.
Friday	5:30 p.m.
Bank of Nevada	5:00 p.m.

Bank Depository ATMS	Deposit Cutoff Time
Torrey Pines Bank	3:00 p.m.
Alliance Bank of Arizona	2:00 p.m.
Sedona Standalone ATM	12:00 p.m.
First Independent Bank	3:00 p.m.
Bank of Nevada	12:00 p.m. (noon)

Night Depository	Deposit Cutoff Time
Torrey Pines Bank	9:00 a.m.
Alliance Bank of Arizona	9:00 a.m.
First Independent Bank	9:00 a.m.
Bank of Nevada	9:00 a.m.

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 deposit, however, may be available on the first business day after the day of your deposit.

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 at one of our ATMs, or if we decide to take this action after your have left the premises, we will mail you the notice by the next business day after we receive your deposit. If you 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:

- 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.
- We believe a check you deposit will not be paid.
- 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.

Hold 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 withdrawal 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.

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 transfer, 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.
 - For Torrey Pines, Alliance Bank of Arizona, and First Independent Bank customers, the excess of \$5,000 will be available on the **seventh** business
 - For Bank of Nevada customers, the excess of \$5,000 will be available on the **ninth** business day after the day of 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 deposits of checks drawn on the bank in which you opened your account will be available on the first business day after the day of your deposit.
 - For Torrey Pines, Alliance Bank of Arizona, and First Independent Bank customers, funds from all other check deposits will be available no later than the **seventh** business day after the day of your deposit.
 - For Bank of Nevada customers, funds from all other check deposits will be available no later than the **ninth** business day after the day of deposit.

ACCOUNT OWNERSHIP

Based upon the type of account ownership that you have designated, the following terms and conditions apply:

Individual Accounts

An individual account is an account in the name of one depositor only. Only that person may write checks against the account or withdraw money, regardless of who actually owns the funds.

Multiple-Party Accounts

This section pertains to multiple party accounts:

Joint Account Ownership: An account with two or more account holders is a joint account. Unless you designate otherwise on the signature card, joint account holders will be considered joint tenants with right of survivorship.

- (1) **Joint Tenants With Right of Survivorship:** If your account is a joint account with right of survivorship, upon the death of one of the joint account holders, that person's ownership interest in the account will immediately pass to the other joint account holder(s).
- (2) **Joint With No Right of Survivorship:** If your account is a joint account with no right of survivorship (Joint as Tenants in Common), upon the death of one of the joint account holders, that person's proportionate ownership interest will pass to the estate of the deceased account holder.

- (3) **Community Property Account:** If your account is a community property account, the funds in your account are specified to be the community property of the named parties who are husband and wife. The ownership during the lifetime and after the death of a spouse is determined by state community property law and may be affected by a will. (This type of account is applicable only in those states recognizing community property law.)

Each joint account holder, without the consent of any other account holder, may, and hereby is authorized by every other joint account holder, to make any transaction permitted under the Agreement, including without limitation:

- (1) To withdraw all or any part of the account funds;
- (2) To pledge the account funds as collateral to us for any obligation, whether that of one or more account holders or of a third party;
- (3) To endorse and deposit checks and other items payable to any joint account holder;
- (4) To give stop payment orders on any check or item, whether drawn by that account holder or not; and
- (5) To close the account, with the disbursement of account proceeds as instructed by the joint account holder.

Each joint account holder is authorized to act for the other account holder(s) and we may accept orders and instructions regarding the account from any joint account holder. If we believe there to be a dispute between joint account holders or we receive inconsistent instructions from the account holders, we may suspend or close the account, require a court order to act, and/or require that all joint account holders agree in writing to any transaction concerning the account.

Your obligations under the Agreement are joint and several. This means that each joint account holder is fully and personally obligated under the terms of the Agreement, including liability for overdrafts and debit balances as set forth above, irrespective of which joint account holder benefited from the withdrawal. If you establish a joint account with the signature of the other joint account holder(s), you agree to hold us harmless for our reliance upon your designation of the other joint account holder(s) listed on our documents. Further, the account is subject to the right of setoff as set forth below.

Totten Trust Account: A Totten Trust Account is an informal trust account, reflected on our records, but without a written trust agreement, where the account is owned by the trustee. The beneficiaries have no right to any funds in the account during the trustee's lifetime. As the owner of the account, the trustee may withdraw money from the account and may, by written direction to us, change the beneficiary under the account. When the trustee dies, the account is owned by the named beneficiary or beneficiaries. If the Totten Trust Account is held by more than one trustee, the trustees will be subject to rules pertaining to joint account ownership as set forth above. If there is no surviving beneficiary upon the death of the last trustee, state law will determine ownership of the funds in the account.

P.O.D. Account: A Payable on Death (P.O.D.) Account is an account payable to the account holder during his or her lifetime. As the owner of the account, you may withdraw money from the account and may, by written direction to us, change the P.O.D. payee(s) under the account. When the account holder dies, the account is owned by the P.O.D. payee(s). If the P.O.D. Account is held by more than one person, each account holder will be subject to the rules pertaining to joint account ownership as set forth above. If there is more than one surviving P.O.D. payee, the respective interest of each shall be deemed to be in equal shares, unless otherwise stated in the Financial Institution's deposit account records and as allowed by applicable state law. If there is no surviving P.O.D. payee upon the death of the last owner, state law will determine ownership of the funds in the account.

Additional Account Types

This section applies to other deposit account types:

Formal Trust Account: A Formal Trust Account is an account held by one or more trustees for the benefit of one or more beneficiaries according to a written trust agreement. Upon our request, the trustee(s) will supply to us a copy of any trust agreement covering the account. We act only as custodian of the trust funds and are under no obligation to act as a trustee or to inquire as to the powers or duties of the trustee(s). The trustee(s) and/or any person opening the account, in their individual capacity and jointly and severally, agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any beneficiary or other trustee with respect to the authority or actions taken by the trustee(s) in handling or dealing with the account.

Uniform Transfers to Minors: If you have established the account as a custodian for a minor beneficiary under our state version of the Uniform Transfers to Minors Act or the Uniform Gifts to Minors Act, your rights and duties are governed by the Act. You will not be allowed to pledge the account as collateral for any loan to you. Deposits in the account will be held by us for the exclusive right and benefit of the minor. The custodian and/or any person opening the account, in their individual capacity, agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any beneficiary or other custodian with respect to the authority or actions taken by the custodian in handling or dealing with the account.

Agency Account: An Agency Account is an account to which funds may be deposited and withdrawals made by an agent designated by the owner of the funds. An Agent has full authority with regard to the account but does not have an ownership interest in the account. An Agency Account is revocable at any time by notifying us in writing. An Agency designation may be combined with one of the other forms of account ownership.

Business Accounts: If the account is not owned by a natural person (for example, it is owned by a corporation, partnership, limited liability company, sole proprietorship, unincorporated association, etc.), then the account holder must provide us with evidence to our satisfaction of the authority of the individuals who sign the signature card to act on behalf of the account holder. On any transactions involving the account, we may act on the instructions of the person(s) authorized in the resolutions, banking agreement, or certificate of authority to act on behalf of the account holder. You agree to notify us in writing of any changes in the person(s) authorized or the form of ownership. If we receive conflicting instructions or a dispute arises as to authorization with regard to the handling of the account, you agree we may place a hold on the account until such conflict or dispute is resolved to our satisfaction and we will not be liable for dishonored items as a result of such hold.

Fiduciary Account: With respect to all fiduciary accounts, including but not limited to estate accounts, guardianship accounts, representative payee accounts, and conservatorship accounts, and any Formal Trust Account, Uniform Transfers to Minors Act account, or agency account, we reserve the right to require such documents and authorizations as we may deem necessary or appropriate to satisfy that the person(s) requesting or directing the withdrawal of funds held in the account have the authority to withdraw such funds. This applies at the time of account opening and at all times thereafter.

Attorney Client Trust/Interest on Lawyers Trust Account: Subject to applicable law, an Attorney Client Trust or IOLTA is an account set up by an attorney or law firm to hold client or third party funds in trust, separate from the attorney's or law firm's funds. Upon our request, the authorized signers for an Attorney Client Trust or IOLTA Trust Account will provide documentation required by applicable state law and applicable bar association (or similar entity) rules. We act only as custodian of the trust funds and are under no obligation to act as a trustee or to inquire as to the powers or duties of the attorney or law firm as trustee(s). The attorney, law firm, or any authorized individual on the account agrees to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any beneficiary or third party with respect to the authority, actions, or inaction taken by the trustee(s) or authorized individuals in handling or dealing with the account. Additional account terms are governed by a separate agreement. If this is an IOLTA, we will not permit the lawyer or law firm to receive the interest. The interest (minus applicable fees) on an IOLTA will be remitted to the applicable State Bar Association. IOLTA's are used to hold an attorney's or law firm's client funds that are nominal in amount or held for short periods of time.

Real Estate Broker Client Trust Accounts: Subject to applicable law, a real estate broker may open account(s) to hold client or third party funds in trust, separate from the broker's funds. We act only as custodian of the funds. We are under no obligation to act as a trustee or to inquire as to the powers or duties of the broker or other authorized signer(s) as trustee(s). The broker and any authorized individual on the account in the individual capacity and jointly and severally, agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any client or third party with respect to the authority, actions or inaction taken by the broker or authorized signer(s) in handling or dealing with the account. Upon our request, the authorized signer(s) for this type of account will provide to us any documents required by applicable law and/or real estate professional rules.

Government/Municipal/Public Funds Accounts: This type of account is owned by a government or public entity. For this type of account, you agree to provide us with authorization document(s) (in a form acceptable to us) stating that we are designated as a depository for the funds of the government or public entity and such documentation shall state that individual(s) authorized to act on behalf of the government or public entity and the extent of their authority. We may rely upon such documentation until we receive written notice of a change and new authorization documents. We are not responsible for any transaction conducted by a previously authorized individual until we actually receive written notice that the authorized individual's authority has been revoked. Unless specifically stated otherwise in the authorization document(s), we can rely on one authorization for all accounts owned by the government or public entity. If required by law, you agree to enter into a Collateral Security Agreement regarding this type of account.

PRECAUTIONS TO REDUCE THE RISK OF UNAUTHORIZED TRANSACTIONS

Precautions are actions that you can take to protect the security of your account. These include such measures as protecting the security of passwords, promptly reviewing bank statements for unauthorized activities, and immediately reporting suspicious activity to us. We will also make certain Treasury Management products and/or services available to you that are designed to detect and/or deter check fraud and reduce the likelihood that fraudulent, unauthorized or altered checks or other items will be paid. These products and services will do nothing to prevent fraud unless you implement them. You agree that if you fail to implement any of the products or services, or you fail to follow these and all other precautions reasonable for your particular circumstances, you will be precluded from asserting claims against us for paying unauthorized, altered, counterfeit or other fraudulent item that such product, service, or precaution was designed to detect or deter, and we will not be required to re-credit your account or otherwise have any liability to pay such items.

ASSIGNABILITY

The account established under this Agreement is not assignable or transferable except with our consent. We must approve any pledge of the account and any such pledge remains subject to any right we have under the Agreement and applicable state and federal law. If ownership is proposed to be transferred, we may require the account be closed and a new account opened in the name of the transferee or pledgee.

FINANCIAL INSTITUTION LIABILITY

You agree that if we do not properly complete a transaction according to this Agreement, we will not be liable in any event for losses or damages in excess of the amount of the transaction, and we will not be liable if circumstances beyond our control prevent the transaction, or the funds in your account are or may be subject to legal process or other claim. In no event will we be liable for consequential damages. In receiving items from you for withdrawal or deposit, we act only as your agent. You are responsible for the condition of a check or item when you issue it. If a check or item is returned or payment is delayed as a result of any writing or marking that you or a prior endorser placed on the front or back of the check or item, you will be responsible for any cost and liabilities associated with such return or delay. We reserve the right to refuse any item for deposit or to reverse credit for any deposited items or to charge your account for items should they become lost in the collection process.

RIGHT OF SETOFF

Subject to applicable law, we may exercise our right of setoff or security interest against any and all of your accounts (except IRA, Keogh plan and Trust Accounts) without notice, for any liability or debt of any of you, whether joint or individual, whether direct or contingent, whether now or hereafter existing, and whether arising from overdrafts, endorsements, guarantees, loans, attachments, garnishments, levies, attorneys' fees, or other obligations. If the account is a joint or multiple-party account, each joint or multiple-party account holder authorizes us to exercise our right of setoff against any and all accounts of each account holder. Notwithstanding the foregoing, the right of setoff does not apply to any funds that were received pursuant to the federal Social Security Act.

DORMANT ACCOUNTS

If there has been no deposit or withdrawal activity in your account for an extended period of time, we may transfer the account to an inactive or dormant status. If the account remains inactive or dormant for a period of time determined by state law, and other requirements of state law are met, we are required to report and remit the balance of the account to the custody of the applicable state agency and we will thereafter have no liability to you for the balance remitted. To the extent permitted by law and our agreement with you, we may assess a service charge for maintaining the account and providing unclaimed account notices. We reserve the right not to mail statements on accounts which are dormant or on which previous statements have been returned undelivered. If you have not been receiving statements disclosures or tax notices on your account, you should contact us to make sure we have your current address.

ACCOUNT STATEMENTS

You are responsible for promptly examining your statement each statement period and reporting any irregularities to us. The periodic statement will be considered correct for all purposes and we will not be liable for any payment made and charged to your account unless you notify us in writing within certain time limits after the statement and checks are made available to you.

We will not be liable for any check that is altered or any signature that is forged unless you notify us within thirty (30) calendar days after the statement and the altered or forged item(s) are made available. Also, we will not be liable for any subsequent items paid, in good faith, containing an unauthorized signature or alteration by the same wrongdoer unless you notify us within ten (10) calendar days after the statement and first altered or forged items were made available. Except for transactions covered by the Electronic Fund Transfer Act, you must also report any other account problem within sixty (60) calendar days or lose your right to assert the problem against us. If the suspected account problem involves a substitute check you receive, you may (under some circumstances) be entitled to make a claim for an expedited refund. Such a claim may be subject to different notification time frames. If you have requested us to hold your account statement, we have the right to mail your statements if you have not claimed them within thirty (30) calendar days. If we truncate your checks or provide you with an image of your checks, you understand that your original checks will not be returned to you with your statement. You agree that our retention of checks does not alter or waive your responsibility to examine your statements or change the time limits for notifying us of any errors.

WHOLESALE WIRE AND ACH TRANSACTIONS

With respect to wire transfers or other transfers of funds not governed by the Electronic Funds Transfer Act, you agree to enter into and comply with our wire transfer (if applicable) agreement and to comply with our security procedures and this section. We advise you that any receiving financial institution (including us) is entitled to rely on any account or bank number you have provided even though that account or bank number may identify a party different from the person or entity you have described by name in any transfer order.

Provisional Payment: Credit given by us to you with respect to an ACH credit or wholesale (wire) funds transfer entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to your account in connection with such entry, and the party (the originator of the entry) making payment to you via such entry shall not be deemed to have paid you the amount of such entry.

Notice of Receipt: We will notify you of the receipt of payments in the period account statements we provide to you. You acknowledge that we will not give next day notice to you of receipt of an ACH or wholesale (wire) funds transfer item.

NOTICES

The following terms apply to notices relating to your account:

Notice of Amendments: You agree that the terms and conditions of the Agreement, including without limitation all rates, fees, and charges, may be amended by us from time to time. We will notify you of amendments as required by applicable law. Your continued use of the account evidences your agreement to any amendment. Notices will be sent to the most recent address shown on our records for your account. Only one notice will be given in the case of joint account holders.

Account Changes: Any account holder or person authorized to sign on an account is required to notify us in writing if any account holder or other person authorized to sign on an account dies or is declared incompetent by a court. It is your responsibility to notify us of any change in your address or name. We are required to honor items drawn only on the listed account name. Further, we are required to attempt to communicate with you only at the most recent address provided to us.

ACCOUNT TERMINATION

You and we agree that either of us may close your account and terminate this Agreement at any time with or without cause. We will provide written notice to you in advance if we decide to terminate your account relationship for any reason other than abuse of the account relationship or to prevent a loss. You agree that advance written notice from us will be reasonable if it is mailed to your statement mailing address immediately upon account closure. You agree that in instances of account abuse or to prevent a loss, notice is reasonably given by us if mailed immediately upon account closure. You may close any of your accounts by notifying us in writing.

When an interest bearing account is closed, there may be accrued interest that has not been credited to the account. In that case, we will NOT pay you the interest UNLESS we have told you otherwise. Further, for security reasons, we may require you to close your account and to open a new account if:

- (1) There is a change in authorized signers;
- (2) There has been a forgery or fraud reported or committed involving your account;
- (3) Any account checks are lost or stolen;
- (4) You have too many transfers from your account; or
- (5) Any other provision of our Agreement with you is violated.

After the account is closed, we have no obligation to accept deposits or pay any outstanding checks. You agree to hold us harmless for refusing to honor any check drawn on a closed account. In the event that we close your account, we may mail you a Cashier's Check for the applicable remaining account balance. The termination of this Agreement and closing of an account will not release you from any fees or other obligations incurred prior to the date upon which this Agreement is terminated and an account closed, any fees assessed by us in the process of closing an account, or from your responsibility to maintain sufficient funds in an account to cover any outstanding checks or other debit items.

DEATH OR INCOMPETENCE

You agree to notify us promptly of the death or court declared incompetency of any owner or authorized signer on your account. Until we are given written notice of such death or incompetence by you or a court, we may continue to honor checks, items and instructions by those authorized on the account. We may also freeze, refuse or reverse deposits and transactions and/or return governmental benefit payments made to the account holder if we become aware of the death or incompetence of an owner or authorized signer.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with all applicable federal laws and all applicable substantive laws of the state in which you opened your account. In addition, we are subject to certain federal and state regulations and local clearinghouse rules governing the subject matter of the Agreement. You understand that we must comply with these laws, regulations, and rules. You agree that if there is any inconsistency between the terms of the Agreement and any applicable law, regulation, or rule, the terms of the Agreement will prevail to the extent any such law, regulation, or rule may be modified by agreement.

SYSTEMS AND SOFTWARE

We shall not be responsible to you for any loss or damages suffered by you as a result of the failure of systems and software used by you to interface with our systems or systems and software utilized by you to initiate or process banking transactions whether such transactions are initiated or processed directly with our systems or through a third party service provider. You acknowledge that you are solely responsible for the adequacy of systems and software utilized by you to process banking transactions and the ability of such systems and software to do so accurately.

CREDIT VERIFICATION

You authorize us to request and obtain one or more credit reports about you from one or more credit reporting agencies for the purposes of considering your application for the account, reviewing or collecting any account opened for you, or for any other legitimate business purpose. You authorize us to disclose information about your account to a credit reporting agency if your account was closed because you have abused it.

MISCELLANEOUS PROVISIONS

If you or your account becomes involved in any legal proceedings, your use of the account may be restricted. You agree not to use the account in any illegal activity, including but not limited to Internet gambling. We may block or refuse any transaction we believe may violate this provision. We shall be entitled to act upon any legal process served upon us which we reasonably believe to be binding, with no liability to you for doing so.

You understand that supervisory personnel may randomly monitor customer service telephone conversations to ensure that you receive accurate, courteous, and fair treatment.

If you ask us to follow instructions that we believe might expose us to any claim, liability, or damages, we may refuse to follow your instructions or may require a bond or other protection, including your agreement to indemnify us. In the event of any adverse or conflicting claims or demands being made in connection with your account, or in the event that we in good faith are in doubt as to what action we should take regarding your account, we may (A) place a hold on funds in your account until such time as we receive an appropriate court order or other assurance reasonably satisfactory to us as to the disposition of funds in the account, and/or (B) commence an interpleader action in a court of competent jurisdiction to determine the respective rights and obligations of the parties' with respect to such funds and your account. Upon placing such a hold or commencing such an action, we will be relieved of any liability with respect to such funds and your account.

You agree to be liable to us, to the extent permitted by law, for any loss, costs, or expenses (including attorneys' fees) that we may incur as a result of any dispute or legal proceeding involving your account. You authorize us to deduct any such loss, costs, or expenses from your account without prior notice to you or to bill you separately. This obligation includes disputes between you and us involving your account and situations where we become involved in disputes between you and an authorized signer, a joint owner, or a third party claiming an interest in your account. It also includes situations where any action taken on your account by you, an authorized signer, a joint owner, or a third party causes us to seek the advice of an attorney, whether or not we actually become involved in a dispute.

Any action by us for reimbursement from you for any costs or expenses may also be made against your estate, heirs and legal representatives, who shall be liable for any claims made against and expenses incurred by us. If a court finds any provision of the agreement to be invalid or unenforceable, such finding shall not make the rest of the Agreement invalid or unenforceable. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of the Agreement in all other respects shall remain valid and enforceable.

IDENTITY THEFT

Identity theft is on the rise across the United States. It is increasingly important that you take steps to reduce the risk of becoming an identity theft victim. There are a number of useful online resources for consumers. For example, www.ftc.gov/idtheft, a one-stop national reference tool providing detailed information to help you deter, detect, and defend against identity theft. It will also help you address questions like:

- **What are the steps I should take if I'm a victim of identity theft?**
- **What is a fraud alert?**
- **What is a credit freeze?**

To speak to a professional identity theft counselor call 1-877-FTC-HELP (382-4357).

We believe your privacy is important. Annually, we provide customers a copy of our privacy policy so you can feel confident about the security of your nonpublic personal information.

SUBSTITUTE CHECKS AND YOUR RIGHTS

What is a Substitute Check? To make check processing faster, the federal law, "Check Clearing for the 21st Century Act" (Check 21), permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check. Some or all of the checks that you receive back from us may be substitute checks. This notice describes the rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

What are your rights regarding substitute checks? In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer related to a substitute check that you receive that was posted to your account (for example, if you

think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You are also entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law. If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest), within ten (10) business days after we received your claim, and the remainder of your refund (plus interest if your account earns interest) not later than forty-five (45) calendar days after we received your claim.

We may reserve the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How do I make a claim for a refund? If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us. You must contact us as shown below within thirty (30) calendar days of the date that we mailed or delivered (delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check and/or the following information to help us identify the substitute check: the check number, the name of the person to whom you wrote the check, date the check was written, and the amount of the check.

Contact:

Torrey Pines Bank
12220 El Camino Real, Ste. 100
San Diego, CA 92130
(877) 476-2265

Alliance Bank of Arizona
One East Washington, Suite 100
Phoenix, AZ 85004
(877) 273-2265

First Independent Bank
One East Washington, Suite 100
Phoenix, AZ 85004
(877) 273-2265

Bank of Nevada
2700 West Sahara Avenue
Las Vegas, NV 89102
(702) 248-4200

UNLAWFUL INTERNET GAMBLING ENFORCEMENT ACT (UIGEA) OF 2006

You are prohibited from processing transactions through your account that are unlawful under the UIGEA. You agree that if anyone asks us to process a transaction that we believe is restricted under the UIGEA, we may block the transaction and take other action we deem to be reasonable under the UIGEA and this Agreement.

RESOLVING DISPUTES

In most cases, we will resolve disputes over the telephone or within your branch. Unresolved disputes are subject to the following provisions:

1. ARBITRATION IS FINAL AND BINDING ON THE PARTIES INVOLVED AND SUBJECT TO ONLY A VERY LIMITED REVIEW BY A COURT.
2. IN ARBITRATION, THE PARTIES ARE WAIVING THEIR RIGHT TO LITIGATE IN COURT, INCLUDING THEIR RIGHT TO A JURY TRIAL.
3. DISCOVERY IN ARBITRATION IS MORE LIMITED THAN DISCOVERY IN COURT.
4. ARBITRATORS ARE NOT REQUIRED TO INCLUDE FACTUAL FINDINGS OR LEGAL REASONING IN THEIR AWARDS. THE RIGHT TO APPEAL OR TO SEEK MODIFICATION OF ARBITRATORS' RULINGS IS VERY LIMITED.
5. A PANEL OF ARBITRATORS MIGHT INCLUDE AN ARBITRATOR WHO IS OR WAS AFFILIATED WITH THE BANKING INDUSTRY.
6. ARBITRATION WILL APPLY TO ALL DISPUTES BETWEEN THE PARTIES, NOT JUST THOSE CONCERNING THIS AGREEMENT.
7. IF YOU HAVE ANY QUESTIONS ABOUT ARBITRATION, CONSULT YOUR ATTORNEY OR THE AMERICAN ARBITRATION ASSOCIATION.

You agree that proper jurisdiction and venue for any arbitration or litigation regarding your account will be in the county of our banking office that is responsible for your account. In the event of any controversy, dispute, or claim between you and us (including our employees, agents, or assigns) arising from any agreement, provision, or procedure relating to any account you have with us under this Agreement, any such controversies or claims will, at the election of either you or us, be settled by arbitration in accordance with the Federal Arbitration Act.

- A. Arbitration proceedings will be administered by the American Arbitration Association and will be subject to its commercial rules of arbitration.
- B. For purposes of the application of the statute of limitations, the filing of arbitration pursuant to this paragraph is the equivalent of the filing of a lawsuit, and any claim or controversy which may be arbitrated under this paragraph is subject to any applicable statute of limitations. The arbitrators will have the authority to decide whether any such claim or controversy is barred by the statute of limitations, and if so, to dismiss the arbitration on that basis.
- C. If there is a dispute as to whether an issue is arbitrable, the arbitrators will have authority to resolve any such dispute.
- D. The decision that results from an arbitration proceeding may be submitted to an authorized court of law in an effort to confirm, modify, vacate or enforce an award.
- E. This provision does not limit either your right to:
 1. Exercise self-help remedies, such as setoff or
 2. Act in a court of law, before, during or after the arbitration proceeding to obtain: i) a provisional or interim remedy, and/or; ii) additional or supplementary remedies.
- F. The pursuit of, or a successful action for provisional, interim, additional or supplementary remedies, or the filing of a court action, does not constitute a waiver of either your right or our right to submit the controversy or claim to arbitration if the other party contests the lawsuit.

Judgment upon an arbitration award may be entered in a court having jurisdiction subject to the following limitation: the arbitration award is binding upon the parties only if the amount does not exceed \$4 million. If the award exceeds that limit, either party may commence legal action for a court trial de novo. Such legal action must be filed within 30 days following the date of the arbitration award; if such legal action is not filed within that time period, the amount shall be binding. The arbitrator(s), or a court of law, as the case may be, shall award to the prevailing party in recovery of all costs and fees (including reasonable attorney's fees and costs, arbitration administration or court fees and costs, and arbitrator's fees).