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CONSUMER ACCOUNT TERMS AND CONDITIONS**GENERAL ACCOUNT TERMS**

Definitions. Throughout these terms and conditions ("Terms"), these terms have the following meaning:

- "You," "your," and "account owner" refer to the Client whether or not there are one or more Clients named on the account.
- "We," "our," and "us" refer to the Bank, BANNER BANK.
- "Item" or "items," as defined by Article 4 of the Uniform Commercial Code (UCC), means an instrument or a promise or order to pay money handled by a financial institution for collection or payment. The term includes a check but does not include a payment order governed by Article 4A of the UCC or a credit or debit card slip.
- "Debit transactions," "debit," or "debits" refer to funds that are taken out of your account. Common types of debits may include: checks that you have written, ACH payments, wire transfers, PIN-based debit card transactions, and signature-based debit card transactions.
- "Credit transactions," "credit," or "credits" refer to deposits of funds into your account. Common types of credits include: cash deposits, direct deposits, check deposits, and ACH and wire transfers made payable to you. Credits are generally added to your account and are made available to you in accordance with our funds availability schedule.

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.

General Agreement. You understand that the following terms and conditions and any other documents applicable to your account that are provided to you govern your account with us. You understand that your account is also governed by applicable law. These Terms may change from time to time in our sole discretion. If the fees, charges, minimum balance requirements, or other provisions change in a manner that would adversely affect you, we will provide you with written notice prior to the change as required by applicable law. You acknowledge and agree to these Terms governing your account with us and you accept these Terms by using any of your deposit account services.

Account Ownership Descriptions.

Individual Account. The named party in an individual account owns the account and may withdraw all or some of the account. On the death of the party, ownership passes as part of the party's estate.

Payable On Death Account. A Payable On Death account permits the account owner(s) to transfer the account to named beneficiaries. If two or more account owners create a Payable On Death account, then between the account owners, the account is treated as a joint account with right of survivorship. The account owner(s) may withdraw all or part of the funds at any time. The account owner(s) may change the named beneficiaries at any time by written direction in a form acceptable to us. A beneficiary can only acquire withdrawal rights by surviving all of the account owners. If more than one named beneficiary survives all of the account owners, then the beneficiaries will be entitled to equal shares of the funds without right of survivorship, unless otherwise indicated. If no beneficiary survives all of the account owners, then the account shall be treated as an individual account (if there is one surviving account owner) or as a joint account with right of survivorship (if there is more than one surviving account owner). In that case, the account will be in the name(s) of the surviving account owner(s), rather than a Payable On Death Account.

Joint With Right of Survivorship Account. The joint tenants (account owners) agree that all funds deposited now or in the future in this account shall be held as joint tenants with right of survivorship and not as tenants in common. Upon the death of a joint tenant, the account balance shall become the property of the surviving joint tenant(s). If there is more than one surviving joint tenant, then the account shall continue to be held as a joint account with right of survivorship. When there is only one surviving joint tenant, the account shall be treated as an individual account.

Joint Without Right of Survivorship Account. The tenants (account owners) agree that all funds deposited now or in the future in this account shall be held as tenants in common and that there shall not be a right of survivorship between the tenants. Upon the death of a tenant, we may pay the decedent's share of the account to his or her estate. If there is more than one surviving tenant, then between the surviving tenants, the account shall continue to be held as a joint account without right of survivorship. When there is only one surviving tenant, the account shall be treated as an individual account.

Accounts for Minors. If an account is established for a minor as a joint account with an owner who has reached the age of majority in accordance with state law, they are jointly and severally liable to us for any returned item, overdraft, or unpaid amount on such account and for any related fees and charges. We may pay funds directly to the minor regardless of their age. Unless a parent or guardian is an account owner, the parent or guardian will not have access to the account. We have no duty to inquire about the use or purpose of any transaction except as required by applicable law. We may not change the account status when the minor reaches the age of majority unless the change is authorized in writing by all account owners.

Your Choice of Account. You have instructed us as to the title and type of the account that you have chosen. You acknowledge that it is your sole responsibility to determine the full legal effect of opening and maintaining the type of account you have chosen. We have not set forth all laws that may impact your chosen account. For example, there are conditions that may need to be satisfied before transferring accounts due to death or other events as well as reductions to an account required or permitted by law. You must determine whether the account you select is appropriate for your current and future needs. Except as required by law, we assume no legal responsibility to inform you as to the effect of your account choice on your legal interests.

Authorization To Obtain Information. You authorize us to check your account, credit and employment history, and obtain reports from third parties, including credit and consumer reporting agencies, to verify your eligibility for the account, products and services you request and for other accounts, products, or services we may offer you or for which you may qualify.

Transfers and Assignments. We may assign or transfer any or all of our interest in this account. You cannot assign or transfer any interest in your account unless we agree in writing.

Financial Exploitation. As permitted by law, we may act or decline to act to prevent, stop, or mitigate financial exploitation of an adult. For example, we may (1) delay, decline, or place a hold on a transaction or disbursement involving the adult; (2) approve or deny other requests or modifications to the account, such as a transfer of funds, change in ownership, or change in beneficiaries; or (3) notify a third party of the financial exploitation. We will not be liable for the actions we take on the account if we acted in good faith and exercised reasonable care. For purposes of this section, "adult" means vulnerable adult, elder adult, senior adult, eligible adult, or other person as defined by applicable law.

Authorized Signer (Agent) Designation. If you appoint an agent, your appointed agent may make deposits to your account and receive payments and make withdrawals from the account for which the agent has been appointed. The agent's authority will terminate depending on whether or not the agent's authority is durable. If the agent's authority is not durable, then the agent's authority terminates when an account owner dies or is incompetent. If the agent's authority is durable, then the agent's authority terminates only when an account owner dies because you have indicated that your agent's authority will continue despite the incompetency of any account owner. However, to the extent permitted by law, our liability for payment to agents or withdrawals by agents is limited. We are not liable for any payments or withdrawals made to or by an agent for a deceased or incompetent account owner unless we have actual knowledge of an account owner's incompetency or death at the time the payment was made.

In California, Idaho & Washington, Community Property Account. Such an account is issued to two married persons who intend that all of the property in the account, including earnings, be held as community property.

Multiple Account Owners. If there is more than one account owner for your account, all deposits are the property of the person(s) indicated on the account. We may release all or any part of the amount in the account to honor checks, orders, or other items, or withdrawals or requests from any person named on this account. However, the number of required signatures must be met. Any person named on the account is liable for an amount equal to the overdrawn balance plus any overdraft fees regardless of whether he or she signed the item or benefited from the proceeds of the item. Upon receiving written notice from any person named on the account, we may freeze the account. The account may be frozen until we receive written notice, signed by all parties named in the account, as to the disposition of funds. We may also freeze the account upon receipt of notice of the death or incapacity of an account owner until we have received all necessary documentation to establish to whom payment should be made. We may use the funds to satisfy a debt or judgment of any person named on this account if ordered to do so by a court of law.

Power of Attorney. If you wish to name another person to act as your attorney in fact or agent in connection with your account, we must approve the form of appointment.

Restrictive Legends. We are not required to honor any restrictive legend on checks you write unless we have agreed to the restriction in writing signed by an officer of the Bank. Examples of restrictive legends are "two signatures required", "must be presented within 90 days", or "not valid for more than \$1,000.00."

Stale Or Postdated Checks. We reserve the right to pay or dishonor a check more than six (6) months old without prior notice to you. If you can write checks on your account, you agree not to postdate any check drawn on the account. If you do, and the check is presented for payment before the date of the check, we may pay it or return it unpaid. We are not liable for paying any stale or postdated check. Any damages you incur that we may be liable for are limited to actual damages not to exceed the amount of the check.

Preauthorized Checks or Drafts. You should guard information about your account (such as your routing number and your account number) as carefully as you would guard blank checks. If you voluntarily give such information about your account to a party which is seeking to sell you goods or services, without physically delivering a check to that party, any debit to or withdrawal from your account it initiates will be deemed authorized by you.

Verifying Funds Availability For Check. You authorize us to release funds availability information about your account to individuals or merchants who represent to us that they have received a check from you.

Check Safekeeping. If you can write checks on your account and utilize a check safekeeping system or any other system offered by us for the retention of your checks, you understand that the canceled checks will be retained by us and destroyed after a reasonable time period or as required by law. Any request for a copy of a check may be subject to a fee indicated in the Fee Schedule included in these Terms or other disclosures and as allowed by law. If for any reason we cannot provide you with a copy of a check, our liability will be limited to the lesser of the face amount of the check or the actual damages sustained by you.

Your Responsibility For Back of Check. All negotiable paper ("checks") presented for deposit must be in a format that can be processed and we may refuse to accept any check that does not meet this requirement. All endorsements on the reverse side of any check deposited into your account must be placed on the left side of the check when looking at it from the front, and the endorsements must be placed so as not to go beyond an area located 1-½ inches from the left edge of the check when looking at it from the front. It is your responsibility to ensure that these requirements are met and you are responsible for any loss incurred by us for failure of an endorsement to meet this requirement.

Electronic Checks and Electronically-Created Items. Pursuant to Regulation CC, electronic checks may be treated the same as paper checks for check collection and processing purposes. See the Substitute Checks section for more information.

Electronically-created items ("ECI") are check-like items created in electronic form that never existed in paper form. For example, you set up automatic bill payments with us to pay your utility bill. From your account information, we create an ECI that is sent to your utility company for payment. An ECI cannot be used to create a substitute check since it never existed in paper form.

Substitute Checks. To make check processing faster, federal law permits financial institutions to replace original checks with "substitute checks." These substitute checks are similar in size to the original checks with a 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. An electronic check can be used to create a substitute check since the electronic image and electronic information was derived from its paper form.

Remote Deposit Capture. Remote deposit capture ("RDC") allows you to make deposits to your account from remote locations by electronically transmitting digital images of your original paper checks, which are drawn on or payable through United States financial institutions in United States dollars to us. We may then use the digital image to create an electronic check or substitute check for collection. If you use our RDC services, if applicable, we may require you to endorse the back of the paper check to indicate that it has been remotely deposited. For example, "for mobile deposit only" or "for mobile deposit at BANNER BANK only."

Remotely Created Checks. A remotely created check, as defined in Regulation CC, means a check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn. By having a deposit account with us, you certify that all remotely created checks deposited to your account(s) will be expressly and verifiably authorized by the payer. And we reserve the rights to refuse for deposit any such remotely created check if we have any reason to believe that the check is fraudulent in any manner and to obtain from you the payer's express, verifiable authorization for any such check.

Withdrawals. Deposits will be available for withdrawal consistent with these Terms or other disclosures. Withdrawals may be subject to a service charge.

Deposits. Deposits may be made in person, by mail, or in another form and manner as agreed by us in our sole discretion. We are not responsible for transactions mailed until we actually receive and record them. We may in our sole discretion refuse to accept particular instruments as a deposit to your account. Cash deposits are credited to your account according to these Terms. Other items you deposit are handled by us according to our usual collection practices. If an item you deposit is returned unpaid, we will debit your account for the item. You are liable to us for the amount of any check you deposit to your account that is returned unpaid and all costs and expenses related to the collection of all or part of such amount from you. Funds deposited to your account, excluding any Time Deposit accounts, are available in accordance with the Disclosures.

Collection of Deposited Items. In receiving items for deposit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. All items are credited subject to final settlement in cash or credits. We shall have the right to forward items to correspondents including all Federal Reserve Banks, and we shall not be liable for default or neglect of said correspondents for loss in transit, nor shall any correspondent be liable except for its own negligence. You specifically authorize us or our correspondents to utilize Federal Reserve Banks to handle such items in accordance with provisions of Regulation J (12 CFR Part 210), as revised or amended from time to time by the Federal Reserve Board. In the event we are subject to local clearing house rules, you specifically authorize us to handle such items in accordance with the rules and regulations of the clearing house.

If we permit you to withdraw funds from your account before final settlement has been made for any deposited item, and final settlement is not made, we have the right to charge your account or obtain a refund from you. In addition, we may charge back any deposited item at any time before final settlement for whatever reason. We shall not be liable for any damages resulting from the exercise of these rights. Except as may be attributable to our lack of good faith or failure to exercise ordinary care, we will not be liable for dishonor resulting from any reversal of credit, return of deposited items or for any damages resulting from any of those actions.

Statements. If your account is a statement account, we will provide you with a periodic account statement showing the account activity. The last address you supply us in writing will be deemed the proper address for mailing this statement to you. The account owner who receives this statement is the agent for his/her co-account owner(s) for purposes of receiving the statement and items. You must exercise reasonable care in reviewing your statement and reasonable promptness in notifying us of any discrepancies, such as alterations or forged or unauthorized signatures, even if by the same wrongdoer. Reasonable promptness will not exist if you fail to notify us within 30 days after we mail or otherwise make the statement available to you. If you fail to notify us of any discrepancies, with reasonable promptness, your right to assert such discrepancies will be barred or limited to the extent permitted by law. Additionally, you agree that we will not be liable for your unauthorized signature or any alteration on the face or back of the item either after one year when you are a natural person whose account is primarily for personal, family, or household purposes or after 60 days when you are other than a natural person or the account has been opened for other than personal, family, or household purposes, or for any unauthorized indorsement on the item discovered and reported to us after one year, after we mail or otherwise make the statement or items available to you, even if we failed to exercise ordinary care. However, if the discrepancy is the result of an electronic fund transfer, the In Case of Errors or Questions About Your Transactions provision in the Electronic Funds Transfer Policy included in these Terms will control its resolution. If you do not receive a statement from us because you have failed to claim it or have supplied us with an incorrect address, we may stop sending your statements until you specifically make written request that we resume sending your statements and you supply us with a proper address.

Electronic Statements and Notices. You may have the option to have statements and notices regarding this account provided to you in an electronic form, including to a designated e-mail address, through an online banking portal, or other electronic method, upon your authorization. The authorization may be withdrawn at any time to return to a mailed paper form by providing written notice to us at the address provided. The fees for receiving in either form, and for receiving paper copies, are described in these Terms or other disclosures.

ACH and Wire Transfers. This Agreement is subject to Article 4A of the Uniform Commercial Code - Funds Transfers as adopted in the State of Washington. If you send or receive a wire transfer, you agree that Fedwire® Funds Service may be used. Federal Reserve Board Regulation J is the law that covers transactions made over Fedwire® Funds Service. When you originate a funds transfer for which Fedwire® Funds Service is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named.

If you are a party to an Automated Clearing House ("ACH") entry, you agree that we may transmit an entry through the ACH, and you agree to be bound by the National Automated Clearing House Association ("Nacha") Operating Rules and Guidelines, the rules of any local ACH, and the rules of any other systems through which the entry is made.

Provisional Payment. Credit we give you is provisional until we receive final settlement for that entry. If we do not receive final settlement, you agree that we are entitled to a refund of the amount credited to you in connection with the entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

International ACH Transactions. If your transaction originates from a financial agency that is outside of the territorial jurisdiction of the United States, it may be subject to additional review for compliance with the rules of the Office of Foreign Assets Control (OFAC). If additional review is required, the International ACH transaction will not be available to you until it passes final verification.

Notice of Receipt. We will not provide you with notice of our receipt of the order, unless we are so requested by the transfer originator in the order. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

Choice of Law. We may accept on your behalf payments to your account which have been transmitted, that are not subject to the Electronic Fund Transfer Act, and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state where your branch is located.

Direct Deposits. We may offer direct deposit services, including preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. If your account is overdrawn, you authorize us to deduct the amount of the overdraft from any deposit, including deposits of government payments or benefits. If we are required to reimburse the U.S. government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.

Stop Payments.

Stop Payments on Checks. You may stop payment on a check drawn against your account by a record or written order, provided that we receive the Stop Payment Order in a time and manner that gives us a reasonable opportunity to act on it. The Stop Payment Order must describe the check or account with reasonable certainty. We reserve the right to confirm your request in writing. A Stop Payment Order on a check remains in effect for 24 months or until we receive a record or writing revoking the Stop Payment Order, whichever occurs first. If the check on which a Stop Payment Order has been placed has not cleared or been returned to you by the payee, you may renew the Stop Payment Order for an additional 24 months by providing a request to us in a record or writing within the time period the Stop Payment Order is in effect. You understand that we may accept the Stop Payment Order request from any of the authorized signers of the account regardless of who signed the check. We have a daily cutoff time by which we must receive any knowledge, notice, Stop Payment Order, set-off or legal process affecting our right or duty to pay a check. That cutoff time is one hour after the opening of your branch's banking day, following the banking day on which your branch received the check.

Stop Payment on ACH Debits. Stop Payment Order may be placed on either a one-time debit transfer or on a multiple debit entry transfer. If you request a Stop Payment Order on an Electronic Check Conversion or other one-time debit transfer, we must receive the request, orally or in a record or writing, in a period of time that provides us a reasonable opportunity to act on it prior to acting on the debit entry, otherwise the Stop Payment Order shall be of no effect. If you requested a stop payment on a multiple debit entry transfer, we must receive the Stop Payment Order, orally or in a record or writing, at least three business days before a scheduled multiple debit entry. A Stop Payment Order on an ACH debit remains in effect until the earlier of 1) your withdrawal of the Stop Payment Order, 2) the return of the debit entry, or 3) 24 months from the date of the Stop Payment Order, unless you renew the Stop Payment Order. You may renew the Stop Payment Order for an additional 24 months to prevent the transfer from being paid by providing a request to us within the time period the Stop Payment Order is in effect. When a stop is placed on a multiple debit entry transfer, we may require your confirmation in a record or writing stating that you have canceled your authorization for the transfer with the payee (a Stop Payment Order does not revoke authorization).

The Stop Payment Order shall be governed by the provision of the Uniform Commercial Code 4A in effect in the state in which we are located, Nacha, and any applicable state law. You may be charged a fee every time you request a Stop Payment Order, and for each Stop Payment Order renewal you make. A release of the Stop Payment Order may be made by the person who initiated the stop payment request or any of the authorized signers on the account. Our acceptance of a stop payment request does not constitute a representation by us that the item has not already been paid or that we have had a reasonable opportunity to act on the request.

Death or Incompetency. Neither your death nor a legal adjudication of incompetence revokes our authority to accept, pay, or collect items until we know of the fact of death or of an adjudication of incompetence and have a reasonable opportunity to act on it. To the extent permitted by law, even with knowledge, we may for 10 days after the date of death, pay checks drawn on or before the date of death unless ordered to stop payment by a person claiming an interest in the account.

Non-Sufficient Funds and Overdrafts- Available Balance. How We Decide To pay An Item or Debit. We use an available balance method to determine if there are sufficient funds in your account to pay an item or debit transaction. The available balance reflects deposits and transactions that have been posted to your account, such as checks you have written, and transactions that have been authorized but not yet posted to your account, including deposit holds and holds on debit card transactions that have been authorized but not yet posted (i.e., preauthorization holds). These pending transactions and holds reduce your available balance. For example, you have \$100 in your account and a pending transaction of \$30. Your available balance is \$70 because the pending \$30 transaction reduces your available account balance.

How We Assess Fees. If there are insufficient funds to pay a debit transaction or item based on your available balance, we may either: 1) return the debit or item or 2) pay the debit or item at our discretion. We may charge you fees if we pay the debit or item on your behalf.

Return Item For Non-Sufficient Funds. If we do not pay the debit transaction or item on your behalf and return the debit or item, we do not charge you non-sufficient funds fee. Pursuant to Nacha Operating Rules and Guidelines and other applicable laws, a debit or item may be presented for payment more than one time.

Overdrafts. If we pay the debit transaction or item on your behalf, you will be responsible for the overdrawn balance, and we may charge you overdraft fees. As discussed above, subsequent pending transactions and holds impact your available balance, which may cause your account to become overdrawn and subject to overdraft fees. For example, you have \$100 in your account. You use your debit card at a gas station and a preauthorization hold of \$60 is placed on your account because the amount of the transaction is not known at the time of authorization even though your gas was only \$50. The authorization hold reduces your available account balance to \$40. You then spend \$50 on groceries. If we pay this debit on your behalf, you will be responsible for paying the overdrawn balance.

Payment Order of Items. The order in which items are paid is important if the available balance at the end of nightly processing in your account is not enough to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we generally process those items. Items may not be processed in the order they are received.

We process, or 'post', transactions during nightly processing each Business Day (M-F except holidays). Our practice is to first process deposits or credits received before the deposit cut-off time that day. We process next withdrawals or debits (such as ATM, debit card or check transactions) received for payment from your account. We pay some types of transactions, such as debit card transactions, before other types of transactions, such as checks. Note: Except as limited by federal or state regulatory and judicial authorities, we may change the posting order at any time without notice to you.

We process withdrawals received for payment from your account in the following order:

- (1) Over-the-Counter (In Branch) Account Withdrawals - in dollar order from lowest to highest.
- (2) ATM and Debit Card - by type of transaction, and within each transaction type in dollar order, from lowest to highest.
- (3) Account Transfers and Account Withdrawals - by type of transaction, and within each transaction type in dollar order, from lowest to highest.
- (4) Automatic Payments (also known as ACH) and Banner Bank "Electronic" Online Bill Pay Payments - by type of transaction, and within each transaction type in dollar order, from lowest to highest.
- (5) Checks, Banner Bank "Check" Online Bill Pay Payments, and similar items - based on check number, from lowest to highest.

After the above transactions are complete, we process automated internal transfers to and from linked accounts, such as to provide overdraft protection or to sweep excess balances to loans or other deposit accounts.

If one or more checks, items, or transactions (other than a debit card or ATM transaction) are presented without a sufficient available balance in your account, we may: (a) pay the items (creating an overdraft) which may result in one or more overdraft fees, or (b) return the items for insufficient funds. Overdraft fees are disclosed in the Fee Schedule. We will not charge a fee for paying an overdraft of an ATM or one-time (sometimes referred to as "everyday") debit card transaction on a consumer account. Previously authorized debit card and ATM transactions will not be returned. We strongly encourage you to make careful records and practice good account management. This will help you to avoid creating items without sufficient funds and potentially incurring resulting fees.

Signatures. You authorize us, at any time, to charge you for all checks, drafts, orders, or other items for the payment of money, that are drawn on us regardless of by whom or by what means your signature may have been affixed so long as the signature resembles the signature specimen in our files. For withdrawal and other purposes relating to any account you have with us, we are authorized to recognize your signature; and we will not be liable to you for refusing to honor signed instruments or instructions if we believe in good faith that one or more of the signatures appearing on the instrument or instructions is not genuine.

Further, most checks, and other items are processed automatically, i.e., without individual review of each item. Therefore, unless we agree in a separate writing, in our sole discretion, upon your request and due to unique circumstances to conduct individual review of each item, you agree that we are acting within common and reasonable banking practices by automatically processing checks, and other items, i.e., without individual review of each check, or item. You agree to indemnify, defend, and hold us harmless from and against all loss, costs, damage, liability, and other injury (including reasonable attorney fees) that you or we may suffer or incur as a result of this practice.

Fees, Service Charges and Balance Requirements. You agree to pay us and are responsible for any fees, charges, or balance/deposit requirements included in the Truth In Savings Disclosure and these Terms. Fees, charges, and balance requirements may change from time to time. We also reserve the right to impose a service charge for cashing checks drawn on your account if the person cashing the check is not a Client of this Bank.

Special Account Instructions. You may request that we facilitate certain trust, will, or court-ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or provide us with other protection. We may require that account changes requested by any account owner, such as adding or closing an account or service, be evidenced by a signed document that evidences a change to an account and accepted by us. You and any surviving owner or beneficiary agree to indemnify and hold us harmless from any claim or liability asserted against us as a result of the disposition of funds in reliance on these Terms and any account designations of yours.

Set-Offs and Security Interests. If you ever owe us money as a borrower, guarantor, or otherwise, and it becomes due, we have the right under the law (called "set-off") and under these Terms (by which you grant us a security interest in your deposit account and any other accounts held by you) to use your account funds to pay the debt, where permitted by law. If your account is held jointly, that is, if there is more than one account owner, we may offset funds for the debt of any one of the joint owners. Similarly, we may also set-off funds from the individual accounts of any one of the joint owners to satisfy obligations or debts in the joint account. The security interest granted by this Agreement is consensual and is in addition to our right of set-off.

Claims. In response to any garnishment, attachment, restraining order, injunction, levy, citation to discover assets, judgment, reclamation, other order of court, or other legal process ("Claim(s)"), we have the right to place a hold on, remove from your account(s) and/or remit to the designated third party(ies) any amount on deposit in your account(s) as set forth in and required by such Claim(s). If the account(s) is/are held jointly, we may place the hold, remove from the account(s) and/or remit the amounts from the account(s) arising from any Claim(s) relating to any one or more of the account owners. In addition, we may charge against your account(s) any fee authorized by law in connection with the Claim(s) or as otherwise set forth in these Terms or other disclosures.

Dormant/Inactive Accounts. You understand that if your account is dormant or inactive we may charge you fees to the extent permitted by the law. You agree that we are relieved of all responsibility if your account balance is escheated (that is, turned over to the state) in accordance with state law.

Attorneys' Fees and Expenses. You agree to be liable to us for any loss, costs or expenses, including reasonable attorneys' fees to the extent permitted by law, that we incur as a result of any dispute involving your account, and you authorize us to deduct any such loss, costs or expense from your account without prior notice to you. This obligation includes disputes between yourself and us involving the account and situations where we become involved in disputes between you and an authorized signer, another joint owner, or a third party claiming an interest in the account. It also includes situations where you, an authorized signer, another joint owner, or a third party takes action with respect to the account that causes us, in good faith, to seek the advice of counsel, whether or not we actually become involved in a dispute.

Legal Process Against Account. You agree to be responsible for, to reimburse us, and/or have your account charged for any expenses or reasonable attorney fees we incur due to an attachment, garnishment, levy or subpoena of records of your account. Any garnishment or other levy against your account is subject to our right of set-off and security interest. We may restrict the use of your account if it is involved in any legal proceeding.

Closing Account. We may close the account at any time, with or without cause, after sending you notice if advance notice is required by law. If applicable, a notice may be sent to you that specifies when the account will be closed. At our discretion, we have the authority to pay an otherwise properly payable check, which is presented after the closing of your account. Such a termination will not release you from any fees or other obligations incurred before the termination. We will send a check for the balance in our possession to which you are entitled.

Our Waiver of Rights. You understand and agree that no delay or failure on our part to exercise any right, remedy, power or privilege available to us shall affect or preclude our future exercise of that right, remedy, power or privilege.

Your Waiver of Notice. You waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your deposit account to the extent permitted by law. For example, if a check that you deposited is dishonored and returned to us, we are not required to notify you of the dishonor.

Notice. You are responsible for notifying us of any address or name changes, death of an account owner, or other information affecting your account. Notices must be in a form and manner acceptable to us with enough information to allow us to identify the account. Notice sent by you to us is not effective until we have received it and have had a reasonable opportunity to act upon it. Written notice sent by us to you is effective when mailed to the last address supplied.

Liability. If we do not properly complete a transaction according to these Terms, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if, for example: (1) your account contains an insufficient available balance for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We will not be liable for consequential damages, except liability for wrongful dishonor. We are not responsible for a check that is paid by us if we acted in a commercially reasonable manner and exercised ordinary care. We exercise ordinary care if our actions or non-actions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearing house rules, and general financial institution practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of these Terms. Any conflict regarding what you and our employees say or write will be resolved by reference to these Terms.

Taxpayer Identification Number and Backup Withholding. You must provide a taxpayer identification number (hereinafter TIN) with your account with us. If you fail to provide your TIN within a reasonable time, we may suspend opening your account or close your account and return the balance to you, less any applicable service fees. Your failure to furnish a correct TIN or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service a percentage of payments.

Telephone and Electronic Communication. You agree that we may call or send text messages to you at the telephone numbers that you provide to us, including a cell phone number, which may result in charges to you, for informational purposes regarding your account(s) with us. These calls and text messages may be made from an automatic telephone dialing system (i.e., an autodialer) or from an artificial or prerecorded voice message system. Additionally, you agree that we may send electronic communication to you at the email addresses you provide to us. You may contact us at any time if you no longer want to receive these communications from us. You also agree that we may monitor and record telephone and electronic communications that affect your account(s) with us to the extent permitted by law. We need not provide further notice to you or receive additional approval.

Online or Mobile Services. If you open an account or obtain a product or service from us using our online or mobile services, we may record your personal information from a scan or a copy of your driver's license or other personal identification card, or we may receive an image or make a copy of your driver's license or other personal identification card. We may store or retain this information to the extent permitted by law.

Amendments and Alterations. Except as prohibited by law, we may amend this Agreement by adding, removing, or changing terms at any time. We will notify you of amendments as required by applicable law. Your continued use of the account evidences your agreement to any amendments. Notices will be sent to the most recent address shown on the account records. Only one notice will be given in the case of joint account owners.

Severability. If a court for any reason holds a provision of these Terms to be unenforceable, the rest remains fully enforceable. All headings are intended for reference only and are not to be construed as part of these Terms.

Enforcement. You are liable to us for any losses, costs, or expenses we incur resulting from your failure to follow these Terms. You authorize us to deduct any such losses, costs, or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce these Terms, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post judgment collection actions.

Effective Applicable Laws and Regulations. You understand that these Terms are governed by the laws of the state where your branch is located, except to the extent that federal law is controlling. Changes in these laws and regulations may modify these Terms. We do not have to notify you of these changes, unless required to do so by law. If any of these Terms come into conflict with the applicable law and are declared to be invalid or unenforceable, they will be nullified to the extent that they are inconsistent with the law and the applicable law will govern. However, this shall not affect the validity of the remaining provisions.

Transaction Limitations. Your account may be subject to transaction limitations. Please refer to these terms or other disclosures to understand which transaction limitations, if any, apply to your account.

Withdrawal Notice Requirements. We have the right to require seven days prior written notice from you of your intent to withdraw any funds from your account.

Payment of Interest. Interest will be calculated and paid in accordance with these Terms or other disclosures provided to you at the time you opened the account.

ADDITIONAL TERMS FOR CERTIFICATE OF DEPOSIT

Account Terms. The Certificate bears interest at the rate and basis as set forth on the Certificate. The terms of the Certificate, such as the interest rate(s), annual percentage yield (APY), length of term period, renewability, and date of maturity are specified on the Certificate and in these Terms or other disclosures provided to you at the time of account opening. Interest will not be compounded unless noted in the Certificate and these Terms or other disclosures and will be paid to you at the frequency and in the method noted. If interest compounds during the term of the Certificate and may be withdrawn prior to maturity, the withdrawal of interest prior to maturity will affect the annual percentage yield (APY).

Withdrawal From a Certificate of Deposit Prior to Maturity. You have contracted to keep the account funds on deposit from the issue date until the maturity date. We may accept a request by you for withdrawal of some or all of the account funds prior to the maturity date at our discretion or as otherwise described in these Terms or other disclosures.

Additional Deposits to a Certificate of Deposit During the Term. No additional deposits will be allowed to this account during its term unless otherwise described in these Terms or other disclosures.

Certificate of Deposit Early Withdrawal Penalty. Unless provided otherwise in these Terms or other disclosures, we will assess an early withdrawal penalty on any withdrawal, either partial or in whole, that we allow you to make from your account prior to the account's maturity date. The method for determining that penalty is described in these Terms or other disclosures.

Individual Retirement Account Statements. We will provide you with a periodic Individual Retirement Account statement showing the account activity. The last address you supply us in writing will be deemed the proper address for mailing this statement to you. You must exercise reasonable care in reviewing your statement and reasonable promptness in notifying us of any discrepancies, such as alterations or forged or unauthorized signatures, even if by the same wrongdoer. Reasonable promptness will not exist if you fail to notify us within 30 days after we mail or otherwise make the statement available to you. If you fail to notify us of any discrepancies, with reasonable promptness, your right to assert such discrepancies will be barred or limited to the extent permitted by law. Additionally, you agree that we will not be liable for your unauthorized signature or any alteration on the face or back of the item after one year when you are a natural person whose account is primarily for personal, family, or household purposes, or for any unauthorized indorsement on the item discovered and reported to us after one year, after we mail or otherwise make the statement or items available to you, even if we failed to exercise ordinary care. However, if the discrepancy is the result of an electronic fund transfer, the provisions of the Disclosures will control its resolution. If you do not receive a statement from us because you have failed to claim it or have supplied us with an incorrect address, we may stop sending your statements until you specifically make written request that we resume sending your statements and you supply us with a proper address.

Individual Retirement Account Withdrawal Penalty. We may waive the early withdrawal penalty if the withdrawal is due to one of the following reasons: (1) the withdrawal is a result of the revocation of the Traditional Individual Retirement Account within seven (7) days of its establishment; (2) the withdrawal occurs once you are age 59 ½ or older; (3) the withdrawal is made due to your death; or (4) the withdrawal is made after you are disabled as defined in Internal Revenue Code Section 72(m), or after a court determines you are legally incompetent. We reserve the right to establish a policy regarding waiver of the early withdrawal penalty for certain Traditional Individual Retirement Account distributions consistent with the applicable laws.

Certificate of Deposit Renewal. Automatic Renewal Certificates will renew automatically on the stated maturity date of its term. Such renewal will be for a time period equal or similar to the original term and subject to these terms and conditions. Interest for that renewal term will be paid at the interest rate then in effect at this financial institution for similar accounts. If you close the Certificate within the grace period following the maturity date, we will not charge an early withdrawal penalty for that withdrawal. When applicable to your Certificate, the grace period following the maturity date is described in these Terms or other disclosures.

Single Maturity Certificate of Deposit. Single Maturity Certificates will not automatically renew at maturity. These Terms or other disclosures describe our policy concerning the account's status following the maturity date. To ensure a continuation of interest earning, you must arrange for a new investment of the account balance.

FUNDS AVAILABILITY POLICY DISCLOSURE

This disclosure describes your ability to withdraw funds at BANNER BANK. It applies to the availability of funds in all of your accounts except for funds deposited to certificate of deposit (CD) accounts. We reserve the right to delay the availability of funds deposited to these accounts for periods longer than those outlined in this disclosure. Please ask us if you have a question about which accounts are affected by our availability policy.

For purposes of this disclosure, the terms "you" or "your" mean Client and the terms "our," "we," or "us" mean BANNER BANK.

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. Electronic direct deposits will be available on the day that we receive the deposit. Once they are available, you can withdraw the funds in cash, and we will use the funds to pay checks that you have written. 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 close of business 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 close of business or on a day that we are not open, we will consider the deposit made on the next business day we are open.

Deposits at Other Locations. This availability policy only applies to funds deposited at BANNER BANK. Please inquire for information about the availability of funds deposited at other locations.

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 we receive 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 \$275.00 of your deposits, however, may be available on the first business day after the day of 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 if we decide to take this action after you have left the premises, we will send you the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- (a) if we believe a check you deposit will not be paid;
- (b) if you deposit checks totaling more than \$6,725 on any one day;
- (c) if you redeposit a check that has been returned unpaid;
- (d) if you have overdrawn your account repeatedly in the last six months; or
- (e) if an emergency condition arises that would not enable us to make the funds available to you, such as the 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 7th business day after the day of your deposit.

Special Rules for New Accounts. If you are a new Client, the following special rules will apply during the first 30 days your account is open. Funds from electronic direct deposits to your account and checks drawn on BANNER BANK will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$6,725 of a day's total deposits of U.S. Treasury checks, U.S. Postal Service money orders, 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 deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$6,725 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$6,725 will not be available until the second business day after the day of deposit. Funds from all other check deposits will be available on the ninth business day after the day of deposit.

Deposits at Proprietary Automated Teller Machines (ATMs). Funds from deposits (cash or checks) made at an ATM that we own or operate will be available on the first business day after the date of your deposit. All ATMs that we own or operate are identified as our machines.

ELECTRONIC FUNDS TRANSFER DISCLOSURE

Your rights and responsibilities

The Electronic Fund Transfer Act and Regulation E require institutions to provide certain information to Clients regarding electronic fund transfers ("EFTs"). This disclosure applies to any EFT service you receive from us related to an account established primarily for personal, family or household purposes. Examples of EFT services include direct deposits to your account, automatic regular payments made from your account to a third party and one-time electronic payments from your account using information from your check to pay for purchases or to pay bills. This disclosure also applies to the use of your Debit Card (hereinafter referred to collectively as "Debit Card") at automated teller machines (ATMs) and any networks described below. For purposes of this disclosure, "Business Day" means Monday through Friday excluding holidays.

Electronic Fund Transfer Services Provided

Debit Card Services. The services available through use of your Debit Card are described below.

Debit Card Services:

- You may withdraw cash from your checking account(s) and savings account(s).
- You may make deposits into your checking account(s) and savings account(s).
- You may transfer funds between your checking and savings accounts and transfer funds from a line of credit with us to checking or savings with us.
- You may make balance inquiries on your checking account(s) and savings account(s).
- You may use your card at any merchant that accepts Mastercard® Debit Cards for the purchase of goods and services.

ATM Services.

Network. Your ability to perform the transactions or access the accounts set forth above depends on the location and type of ATM you are using and the network through which the transaction is being performed. A specific ATM or network may not perform or permit all of the above transactions.

Besides being able to use your Debit Card at our ATM terminals, you may access your accounts through the following network(s): review participating networks listed on your card

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.

Point of Sale Transactions. Listed below is the card you may use to purchase goods and services from merchants that have arranged to accept your card as a means of payment (these merchants are referred to as "Participating Merchants"). Some Participating Merchants may permit you to receive cash back as part of your purchase. Purchases made with your card, including any purchase where you receive cash, are referred to as "Point of Sale" transactions and will cause your "designated account" to be debited for the amount of the purchase. We have the right to return any check or other item drawn against your account to ensure there are funds available to pay for any point of sale transaction.

The following card and the corresponding designated account(s) may be used for Point of Sale transactions:

- Debit Card: checking account.

Your Debit Card may also be used to obtain cash from your designated account(s) at participating financial institutions when so authorized under these Terms.

Currency Conversion - Mastercard®. If you perform transactions with your card with the Mastercard® logo in a currency other than US dollars, Mastercard International Inc. will convert the charge into a US dollar amount. At Mastercard International they use a currency conversion procedure, which is disclosed to institutions that issue Mastercard®. Currently the currency conversion rate used by Mastercard International to determine the transaction amount in US dollars for such transactions is based on rates observed in the wholesale market or government-mandated rates, where applicable. The currency conversion rate used by Mastercard International is generally the rate of the applicable currency on the date that the transaction occurred. However, in limited situations, particularly where transactions are submitted to Mastercard International for processing are delayed, the currency conversion rate used may be the rate of the applicable currency on the date that the transaction is processed.

Important Additional Fee Notice. Currency Conversion and Cross-Border Transaction Fees. If you initiate a transaction with your Mastercard®-branded Debit Card in a currency other than US Dollars, Mastercard will convert the charge into a US Dollar amount. The Mastercard currency conversion procedure is based on rates observed in the wholesale market or, where applicable, on government mandated rates. The currency conversion rate Mastercard generally uses is the rate for the applicable currency that is in effect on the day the transaction occurred. However, in limited situations, particularly where Mastercard transaction processing is being delayed, Mastercard may instead use the rate for the applicable currency in effect on the day the transaction is processed. Mastercard charges us a Currency Conversion Assessment of 20 basis points (.2% of the transaction) for performing the currency conversion. In addition, Mastercard charges us an Issuer Cross-Border Assessment of 90 basis points (.9% of the transaction) on all cross-border transactions regardless of whether there is a currency conversion. A cross-border transaction is a transaction that occurs at a card acceptance location in a different country from the country in which the card was issued. This means a cross-border transaction can occur even though the transaction is made when you are not in a foreign country. For example, a transaction made online with a foreign merchant is a cross-border transaction even though made while you are physically in the United States.

Services Provided Through Use of Mobile Text Banking. You may perform the following functions through use of Mobile Text Banking:

- You may initiate transfers of funds between your checking and savings accounts.
- You may make balance inquiries on your checking account(s) and savings account(s).

In addition, you may perform other transactions such as: transfer funds from a line of credit with us to checking or savings with us or make payments from checking or savings to loan accounts with us.

For questions or more information, call us at: (800)272-9933

Preauthorized Transfer Services.

- You may arrange for the preauthorized automatic deposit of funds to your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may arrange for the preauthorized automatic payments or other transfers from your checking account(s), savings account(s), money market account(s), and NOW account(s).

Services Provided Through Use of Online Banking. BANNER BANK offers its Clients use of our Online Banking service.

Online Banking Transfers - types of transfers - You may access your account(s) by computer at www.bannerbank.com and using your electronic credentials, to:

- Transfer funds from checking or savings to checking or savings
- Transfer funds from a line of credit with us to checking or savings with us
- Make payments from checking or savings to loan accounts with us
- Make Bank to Bank Transfers - you have the option to separately enroll to transfer funds between your linked personal deposit accounts at Banner Bank and certain deposit or investment accounts (checking, savings, or money market accounts) at other U.S. financial institutions
- Make payments from checking to companies or individuals using Bill Pay
- Get checking or savings account information

Mobile Banking Transfers - types of transfers - You may access your account(s) via: the application from a mobile device; via Mobile Text Banking, or by accessing the online banking site using a mobile web browser at www.bannerbank.com and using your electronic credentials, to:

- Transfer funds from checking or savings to checking or savings
- Transfer funds from a line of credit with us to checking or savings with us
- Make payments from checking or savings to loan accounts with us
- Make Bank to Bank Transfers - you have the option to separately enroll to transfer funds between your linked personal deposit accounts at Banner Bank and certain deposit or investment accounts (checking, savings, or money market accounts) at other U.S. financial institutions
- Make payments from checking to companies or individuals using Bill Pay
- Make deposits using Snapshot Deposit - upon enrollment, you may deposit U.S. checks from your mobile device.
- Get checking or savings account information

All forms of Mobile Banking (Web, App & Text) require Online Banking Enrollment. Banner Bank Mobile Banking App available in the Apple and Android app stores.

You may be charged access fees by your cell phone provider based on your individual plan. Web access is needed to use this service. Check with your cell phone provider for details on specific fees and charges.

Electronic Check Conversion. If your account is a checking account, you may authorize a merchant or other payee to make a one-time electronic payment from this account using information from your check to pay for purchases or to pay bills.

Limitations On Transactions.

Transaction Limitations - Debit Card.

Cash Withdrawal Limitations. You may withdraw up to \$750.00 through use of ATMs in any one day.

Point of Sale Limitations. You may buy up to \$5,000.00 worth of goods or services in any one day through use of our Point of Sale service.

Other Withdrawal Limitations. BANNER BANK reserves the right to change dollar amount limits at any time upon proper notification.

Other Limitations.

- There are no other transaction limitations.

Notice of Rights and Responsibilities

The use of any electronic fund transfer services described in this document creates certain rights and responsibilities regarding these services as described below.

Right to Receive Documentation of Your Transfers.

Transaction Receipts. Depending on the location of an ATM, you may not be given the option to receive a receipt if your transaction is \$15.00 or less. Upon completing a transaction of more than \$15.00, you will receive a printed receipt documenting the transaction (unless you choose not to get a paper receipt). These receipts (or the transaction number given in place of the paper receipt) should be retained to verify that a transaction was performed. A receipt will be provided for any transaction of more than \$15.00 made with your Debit Card at a Participating Merchant. If the transaction is \$15.00 or less, the Participating Merchant is not required to provide a receipt.

Periodic Statements. If your account is subject to receiving a monthly statement, all EFT transactions will be reported on it. If your account is subject to receiving a statement less frequently than monthly, then you will continue to receive your statement on that cycle, unless there are EFT transactions, in which case you will receive a monthly statement. In any case you will receive your statement at least quarterly.

Preauthorized Deposits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company:

- you can call us at (800)272-9933 to find out whether or not the deposit has been made.

Using Your Card and Personal Identification Number ("PIN"). In order to assist us in maintaining the security of your account and the terminals, the Debit Card remains our property and may be revoked or canceled at any time without giving you prior notice. You agree not to use your Debit Card for a transaction that would cause your account balance to go below zero, or to access an account that is no longer available or lacks sufficient funds to complete the transaction, including any available line of credit. We will not be required to complete any such transaction, but if we do, we may, at our sole discretion, charge or credit the transaction to your account; you agree to pay us the amount of the improper withdrawal or transfer upon request.

Certain transactions involving your Debit Card require use of your PIN. Your PIN is used to identify you as an authorized user. Because the PIN is used for identification purposes, you agree to notify BANNER BANK immediately if your Debit Card is lost or if the secrecy of your PIN is compromised. You also agree not to reveal your PIN to any person not authorized by you to use your Debit Card or to write your PIN on your Debit Card or on any other item kept with your Debit Card. We have the right to refuse a transaction on your account when your Debit Card or PIN has been reported lost or stolen or when we reasonably believe there is unusual activity on your account.

The security of your account depends upon your maintaining possession of your Debit Card and the secrecy of your PIN. You may change your PIN if you feel that the secrecy of your PIN has been compromised. You may change your PIN via the telephone.

Rights Regarding Preauthorized Transfers.

Rights and Procedures to Stop Payments. If you have instructed us to make regular preauthorized transfers out of your account, you may stop any of the payments. To stop a payment,

call us at: (800)272-9933
or
write to: 10 S 1st Ave
P.O. Box 907
Walla Walla, WA 99362

We must receive your call or written request at least three (3) business days prior to the scheduled payment. If you call, please have the following information ready: your account number, the date the transfer is to take place, to whom the transfer is being made and the amount of the scheduled transfer. If you call, we may require you to put your request in writing and deliver it to us within fourteen (14) days after you call.

Notice of Varying Amounts. If you have arranged for automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you will be notified by the person or company you are going to pay 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.

Our Liability for Failure to Stop Preauthorized Transfer Payments. If you order us to stop one of the payments and have provided us with the information we need at least three (3) business days prior to the scheduled transfer, and we do not stop the transfer, we will be liable for your losses or damages.

Your Responsibility To Notify Us of Loss or Theft. If you believe your Debit Card, PIN, or internet banking access code has been lost or stolen,

call us at: (800)272-9933 (7:00 AM PST to 7:00 PM PST)

or

write to: 10 S 1st Ave, PO Box 907

Walla Walla, WA 99362

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

Consumer Liability. Tell us AT ONCE if you believe your Debit Card or PIN or internet banking access code has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit, if applicable). If you tell us within two (2) business days after you learn of the loss or theft of your Debit Card or PIN or internet banking access code you can lose no more than fifty dollars (\$50) if someone used your Debit Card or PIN or internet banking access 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 Debit Card or PIN or internet banking access code and we can prove we could have stopped someone from using your Debit Card or PIN or internet banking access code without your permission if you had given us notice, you can lose as much as five hundred dollars (\$500).

Also, if your statement shows transfers you did not make, including those made by card, code, or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was transmitted to you, you may not receive back any money you lost after the sixty (60) days, and therefore, you may not get back any money in your account (including your maximum overdraft line of credit, if applicable), if we can prove that we could have stopped someone from taking the money had you given us notice in time. If a good reason (such as a long trip or hospital stay) keeps you from giving the notice, we will extend the time periods.

Consumer Liability For Unauthorized Transactions Involving Debit Card. The limitations on your liability for unauthorized transactions described above generally apply to all electronic fund transfers. However, different limitations apply to certain transactions involving your card with the Mastercard® branded card.

If you promptly notify us about an unauthorized transaction involving your card and the unauthorized transaction took place on your Mastercard® branded card, including any PIN-based ATM or POS transactions, zero liability will be imposed on you for the unauthorized transaction. In order to qualify for the zero liability protection, you must have exercised reasonable care in safeguarding your card from the risk of loss or theft and, upon becoming aware of such loss or theft, promptly reported the loss or theft to us.

Illegal Use of Debit Card. You agree not to use your Debit Card for any illegal transactions, including internet gambling and similar activities.

In Case of Errors or Questions About Your Transactions. In case of errors or questions about your electronic fund transfers,

call us at: (800)272-9933

or

write to: 10 S 1st Ave PO Box 907

Walla Walla, WA 99362

or

use the current information on your most recent account statement.

Notification should be made as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact BANNER BANK no later than 60 days after we sent you the first statement on which the problem or error appears. You must be prepared to provide the following information:

- Your name and account number.
- A description of the error or transaction you are unsure about along with an explanation as to why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.

If you provide oral notice, you may be required to send in your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days (twenty (20) business days for new accounts) 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 (ninety (90) days for new accounts and foreign initiated or Point of Sale transfers) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty (20) business days for new accounts) for the amount which you think is in error, so that you will have the use of the money during the time it takes 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. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30) days after the first deposit to the account is made, including those for foreign initiated or Point of Sale transactions.

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.

Liability For Failure To Complete Transaction. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement, we will be liable for your losses or damages as provided by law. 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 transfer would result in your exceeding the credit limit on your line of credit, if you have one.
- If the electronic terminal was not working properly and you knew about the breakdown before you started the transfer.
- If circumstances beyond our control (such as fire or flood, computer or machine breakdown, or failure or interruption of communications facilities) prevent the transfer, despite reasonable precautions we have taken.
- If we have terminated our agreement with you.
- When your Debit Card has been reported lost or stolen or we have reason to believe that something is wrong with a transaction.
- If we receive inaccurate or incomplete information needed to complete a transaction.
- In the case of preauthorized transfers, we will not be liable where there is a breakdown of the system which would normally handle the transfer.
- If the funds in the account are subject to legal action preventing a transfer to or from your account.
- If the electronic terminal does not have enough cash to complete the transaction.

There may be other exceptions provided by applicable law.

Disclosure of Account Information. You agree that merchant authorization messages transmitted in connection with Point of Sale transactions are permissible disclosures of account information, and you further agree to release BANNER BANK and hold it harmless from any liability arising out of the transmission of these messages.

We will disclose information to third parties about your account or electronic fund transfers made to your account:

1. Where necessary to complete a transfer or to investigate and resolve errors involving the transfer(s); or
2. In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant; or
3. In order to comply with government agency or court orders; or
4. If you give us your permission in a record or writing.

Amending or Terminating this Agreement. We may change this agreement from time to time. You will be notified at least 21 days before a change will take effect if it will cause you an increase in costs or liability or it will limit your ability to make electronic fund transfers. No notice will be given if the change is necessary for security reasons. We also have the right to terminate this agreement at any time.

Safety Precautions For ATM Terminal Usage. Please keep in mind the following basic safety tips whenever you use an ATM:

- Have your Debit Card ready to use when you reach the ATM. Have all of your forms ready before you get to the machine. Keep some extra forms (envelopes) at home for this purpose.
- If you are new to ATM usage, use machines close to or inside a financial institution until you become comfortable and can conduct your usage quickly.
- If using an ATM in an isolated area, take someone else with you if possible. Have them watch from the car as you conduct your transaction.
- Do not use ATMs at night unless the area and machine are well-lighted. If the lights are out, go to a different location.
- If someone else is using the machine you want to use, stand back or stay in your car until the machine is free. Watch out for suspicious people lurking around ATMs, especially during the times that few people are around.
- When using the machine, stand so you block anyone else's view from behind.
- If anything suspicious occurs when you are using a machine, cancel what you are doing and leave immediately. If going to your car, lock your doors.
- Do not stand at the ATM counting cash. Check that you received the right amount later in a secure place, and reconcile it to your receipt then.
- Keep your receipts and verify transactions on your account statement. Report errors immediately. Do not leave receipts at an ATM location.

FACTS	What Does BANNER BANK Do With Your Personal Information?		
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.		
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none">• Social Security number and account balances• Credit history and overdraft history• Account transactions and checking account information When you are no longer our customer, we continue to share your information as described in this notice.		
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons BANNER BANK chooses to share; and whether you can limit this sharing.		
Reasons we can share your personal information		Does BANNER BANK share?	Can you limit this sharing?
For our everyday business purposes-- such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus		Yes	No
For our marketing purposes--to offer our products and services to you		Yes	No
For joint marketing with other financial companies		No	We don't share
For our affiliates' everyday business purposes--information about your transactions and experiences		Yes	No
For our affiliates' everyday business purposes--information about your creditworthiness		No	We don't share
For our affiliates to market to you		No	We don't share
For nonaffiliates to market to you		No	We don't share
Questions?	Call toll-free (800)272-9933 or go to https://www.bannerbank.com , or write to us at PO Box 907, Walla Walla, WA 99362		

Who We Are

Who Is Providing This Notice?

Banner Bank

What We Do

How Does BANNER BANK Protect My Personal Information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How Does BANNER BANK Collect My Personal Information?

We collect your personal information, for example, when you

- Open an account or pay your bills
- Apply for a loan or use your credit or debit card
- Make deposits or withdrawals from your account

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why Can't I Limit All Sharing?

Federal law gives you the right to limit only

- Sharing for affiliates' everyday business purposes - information about your creditworthiness
- Affiliates from using your information to market to you
- Sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include financial companies, such as Banner Corporation and its banking affiliates and subsidiaries, Banner Bank, Community Financial Corporation, and Springer Development, LLC.*

We also operate under the trade names Banner Wealth and Investment Services, Banner Financial Services, and Banner Insurance Services..

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *BANNER BANK does not share with nonaffiliates so they can market to you.*

Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *BANNER BANK doesn't jointly market.*

CALIFORNIA CONSUMER PRIVACY ACT PRIVACY POLICY

We are required to provide California residents with a comprehensive description of our online and offline privacy policy and practices regarding the collection, use, disclosure, and retention of your personal information (our "Information Practices"); to inform you of your rights regarding your personal information; and to provide you with any information necessary for you to exercise those rights.

Your Rights Regarding Your Personal Information

(1) Right to Know. You have the right to know the personal information that we collect, use, and disclose about you, including the categories of personal information; the categories of sources from which the personal information is collected; the business or commercial purpose for collecting personal information; the categories of third-parties to whom we disclose personal information; and the specific pieces of personal information that we have collected about you. Subject to certain exceptions, we will provide you with all of your personal information that we have collected or maintained. This will include any personal information that our service providers or contractors have collected pursuant to their written contract with us.

(2) Right to Delete. You have the right to request us to delete any personal information that we have collected about you. Subject to certain exceptions, we will delete the personal information that we have collected about you from our records, and we will direct any service provider or contractor to delete your personal information from their records.

(3) Right to Correct. You have the right to request us to correct any inaccurate personal information that we maintain about you. Subject to certain exceptions, we will correct the personal information that we maintain about you on our existing system, and we will direct any service provider or contractor that maintain the personal information at issue pursuant to their written contract with us to make the necessary corrections on their systems.

(4) Right to Not Receive Discriminatory Treatment. You have the right not to receive discriminatory treatment by us for the exercise of privacy rights conferred by the California Consumer Privacy Act ("CCPA"). A price or service difference is discriminatory and prohibited if we treat you differently because you exercised a right conferred by the CCPA or its issuing regulations. A price or service difference is non-discriminatory if it is reasonably related to the value of your data.

Types of Personal Information

Collected Personal Information

Categories of Personal Information. We collected the following categories of personal information in the preceding 12 months:

- Any information that identifies, relates to, describes, or is capable of being associated with, a particular individual, including, but not limited to, his or her name, signature, social security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information.

Categories of Sources. We collected your personal information from the following type of people or entities:

- Directly and indirectly from you in order to establish and continue your business relationship with us.
Directly and indirectly from activity on our website.
From third-parties that interact with us in connection with the products and services we provide.

Business or Commercial Purposes. We collect your personal information for these business or commercial purposes:

- Helping to ensure security and integrity to the extent the use of the consumer's personal information is reasonably necessary and proportionate for these purposes
- Performing services on behalf of the institution, including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing financing, providing analytic services, providing storage, or providing similar services on behalf of the institution
- Undertaking internal research for technological development and demonstration

Personal Information Is Not Sold or Shared. We have not sold or shared your personal information to any third-parties in the preceding 12 months.

Disclosed Personal Information

Categories of Personal Information. We disclosed the following categories of personal information to third-parties in the preceding 12 months:

- Identifiers such as a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, social security number, driver's license number, passport number, or other similar identifiers

Categories of Third-Parties. For each type of personal information identified above, we disclosed that type of information to the following third-parties:

Personal Information	Third-Parties
Identifiers	Check Printers Credit Bureaus

Business or Commercial Purposes. We disclose your personal information for these business or commercial purposes:

- Performing services on behalf of the institution, including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing financing, providing analytic services, providing storage, or providing similar services on behalf of the institution

How to Submit a Request Regarding Your Personal Information

You can submit a verifiable request to know, request to delete, or request to correct your personal information to us. We will verify that you are the person who we have collected information about by . No later than 10 business days after receiving your request(s), we will confirm that we received your request(s) and provide you with information on how we will process your request(s). We will respond to your request to know, request to delete, or request to correct no later than 45 calendar days after receiving your request(s). If we cannot verify your identity within this time period, we may deny your request(s) in whole or in part and will inform you that your identity cannot be verified. If we need more time, we will inform you of the reason for the delay during this time period and may extend the time to respond up to an additional 45 calendar days. Our response will cover the 12-month period preceding our receipt of your request.

You can submit your request to know, request to delete, and request to correct by calling us toll-free at (800)272-9933. You can also submit your request to know by using any of the following methods:

- www.bannerbank.com

Authorized Agents. We may allow an authorized agent to make a request to know, request to delete, or request to correct on your behalf. We may require written proof that you have given the agent permission to submit a request on your behalf, require the agent to verify their identity with us, or require you to confirm with us that you have provided the agent permission to submit the request. If you are an authorized agent, you may make these requests by following these instructions: Provide sufficient information for us to reasonably verify you are the person we collected personal information about.

Describe your request with enough detail for us to properly understand, evaluate, and respond to it.

Contact Information

For information about our privacy policy and Information Practices, you can contact us by Phone: (800) 272-9933 or Website: www.bannerbank.com.

FEE SCHEDULE

The following fees and charges may be assessed against your account:

Fees and Charges

Account Reconciliation (Per hour) - \$10.00 minimum	\$25.00
Cashier's Check	\$6.00
Cashier's Check Re-issue (If lost, additional documentation required)	\$10.00
Check Cashing (Non-client)	3% of cashed item/ minimum \$5.00
Check Collection (Incoming and Outgoing) - Domestic	\$40.00
Check Collection (Incoming and Outgoing) - International	\$50.00
Checks - Personalized Checks Prices Vary	
Checks - Temporary - per sheet of 4	\$2.00
Debit Card - Custom Design	\$12.00
Debit Card - International Transactions***	1.10% of Transaction
Debit/ATM Card Replacement (After 1)	\$5.00
Debit/ATM Card Replacement (Rush)	\$25.00
Dormant Account Fee (Per month, after 12 months of no client account activity)	\$5.00
Foreign Currency Exchange (Clients only) - Canadian	\$0.00
Foreign Currency Exchange (Clients only) - Non-Canadian	\$25.00
Foreign Draft - Canadian	\$20.00
Foreign Draft - Non-Canadian	\$35.00
Legal Process Fee	\$125.00
Money Order	\$3.00
Online Bank to Bank Transfer - Incoming	\$0.00
Online Bank to Bank Transfer - Outgoing	\$2.00
Overdraft Item (based on available** balance)	\$30.00
Paper Statement Fee (Monthly)	\$2.00
Paper Statement with Check Images Fee (Monthly)	\$4.00

Safe Deposit Box Key Replacement	\$25.00
Safe Deposit Box Late Fee (Charged 14 days after due date)	\$5.00
Safe Deposit Box Rental - Annual rental fee varies by box size and payment method	
Safe Deposit Drill Fee - Cost Plus \$50.00	
Stop Payment (24 month life)	\$35.00
Wire Transfer - Incoming Wire (Domestic or International)	\$15.00
Wire Transfer - Outgoing Domestic Wire	\$30.00
Wire Transfer - Outgoing International Wire	\$50.00
Wire Transfer - Returned Wire Fee	\$25.00

**Please refer to the NON-SUFFICIENT FUNDS AND OVERDRAFTS - AVAILABLE BALANCE section of your Account Agreement disclosure contained herein, for explanation of available balance. This is provided at the time of new account & upon request.

- Paid Transactions resulting in an end-of-day overdrawn available balance of \$5.00 or less, will not be charged a fee.
- We will not charge you more than 4 Overdraft Item Fees in one business day on your account.

***When using your debit card outside of the U.S. there is a 1.10% Currency Conversion fee, which is based on the U.S. dollar transaction amount.