Sunwest Bank
BUILT FOR ENTREPRENEURS BY ENTREPRENEURS

CONSUMER DEPOSIT ACCOUNT AGREEMENT

Effective July 1, 2026

Important legal information and disclosures

Thank you for choosing Sunwest Bank.

The information contained in this document is your Deposit Account Agreement and Disclosures (also referred to as this "Agreement") or contract with Sunwest Bank**.** This Agreement explains important terms and conditions which govern your account(s) with us and supersedes any previous deposit account agreement and applicable disclosures with us, including any verbal or written statements or representations. (If you have a business deposit account with us, your *Business Deposit Account Agreement* will govern your business deposit account.) We recommend you keep a copy of this Agreement (and any changes we make to this Agreement) for your records.

Please be aware that we regularly update this Agreement. You can always get our current Agreement by visiting our website, by calling us at 800.330.9890, or visiting one of our banking offices.

As used in this Agreement, when we say "Sunwest Bank," "Bank," "we," "us," and "our," we are referring to Sunwest Bank, a Utah state-chartered banking corporation. When we say "you" and "your" it means each account owner, authorized signer, and any other person who is authorized to operate your account. When we say "We may" or "Sunwest Bank may" do something, that means you authorize us and agree to such action.

This Agreement is the contract between you and Sunwest Bank that governs your account with us. If you have a product that is not a deposit account, such as a loan, this Agreement does not apply to that product. Other products or services, such as online banking, may have separate agreements governing those products or services.

This Agreement also includes and refers to other disclosures we may provide to you related to your account, including: (1) product information; (2) rate and qualifying balance information; (3) fees associated with the services we provide; and (4) other additional disclosures, such as amendments or agreements, that we provide to you when you open your account or when we change the terms of your account.

By signing an account application, either physically or electronically, or using your account or any account service, you, anyone else identified as an owner, and any other person authorized to operate your account agree and consent to the terms of this Agreement. If you keep your account open after we change this Agreement, you agree to the changes.

Contact Us

Online	www.sunwestbank.com
Phone	800.330.9890
Mail	Sunwest Bank 660 E. Watertower St. Meridian, Idaho 83642

Sunwest Bank
BUILT FOR ENTREPRENEURS BY ENTREPRENEURS

Table of Contents

Opening Your Account 4

Using Your Account 8

Account Balance Types and Posting Transactions 14

Understanding Overdrafts and Overdraft Services 18

Funds Availability Policy 19

Debit Cards 21

Protecting Your Account and Your Information 24

Managing and Maintaining Your Account 24

Your Responsibility to Review Account Statements and Notices and Notify Us of Errors 26

Funds Transfer Service Terms 29

Other Service Types and Limitations 31

Electronic Fund Transfer Services - Your Rights and Liabilities 31

Substitute Checks and Your Rights 35

Resolving Disputes, Waiver of Jury Trial and Class and Representative Actions 35

Other Important Legal Terms Regarding Your Account 37

Definitions 43

State-Specific Addendum 44

Opening Your Account

US Patriot Act Notice	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 or changes an existing account. **What this means for you:** When you apply for a consumer account, we will ask you for your legal name, residential address, date of birth, Social Security Number (SSN), driver's license, or other identifying documents for account owners (and possibly authorized signers). We will require one or more forms of unexpired photo identification. We may validate the information you provide. If we are not able to verify your identity to our satisfaction, we will not open your account. Our policies may require additional information about you or any person associated with you or with the account when or after you open the account to assure that we comply with the "Know Your Customer" requirements. We may restrict or close your account if it was previously funded if we are unable to obtain information in order to satisfy our "Know Your Customer" requirements. By opening an account with us, you confirm that neither you nor any beneficial owner of any account is covered by any sanctions programs administered or enforced by the U.S. Department of Treasury, Office of Foreign Asset Control.
Personal Accounts	THE TYPE OF ACCOUNT OWNERSHIP MAY DETERMINE HOW YOUR FUNDS ARE PAID UPON YOUR DEATH, EVEN IF YOUR WILL STATES OTHERWISE. PLEASE CONSULT YOUR ESTATE PLANNING ADVISOR OR ATTORNEY ABOUT YOUR CHOICES. Ownership of your account is determined by the most current signature card. However, we are authorized to rely on the account ownership information contained in our deposit system, unless you notify us that the most current signature card and the deposit system contain different information. For example, if an individual is identified in our deposit system as an owner or co-owner of the account but does not sign any documentation related to the account (including, the signature card), we still may, in our sole discretion, treat them as an owner or co-owner of the account and will not be liable to anyone as a result. The following provisions explain the rules that apply to your account depending on the form of ownership and beneficiary designation, if any, specified in our account records (including, the signature card). We make no representations as to whether the ownership and beneficiary designations are appropriate or effective, except as they determine to whom we pay the account funds.

Account Ownership

Supported Account Ownership Types. We offer the following forms of account ownership: Individual, Joint (with Right of Survivorship), Payable on Death (POD), Trust, and Uniform Transfers/Gifts to Minors Act (UTMA/UGMA). We do not offer all forms of account ownership that may be recognized under applicable state law. For example, we do not offer Tenants in Common accounts. If you require a form of account ownership that we do not support, we encourage you to discuss alternative options with one of our bankers or consult with your estate planning advisor or attorney. We are not responsible for advising you on the legal or tax consequences of the account ownership type you select.

Individual Accounts	When we list only one (1) individual as the owner of an account, we will treat the account as an individual account. By opening an individual account, you do not intend to create any right of survivorship for any other person.
Joint Accounts with Right of Survivorship	All deposits made to a joint account are the property of all the owners of the account. Each owner of a joint account agrees that we may credit to the joint account any check or other item which is payable to at least one (1) of you, even if less than all of you endorse the check or other item. For certain checks, such as checks issued by the government, we may require all payees to endorse the check for deposit. A joint account is an account where there is more than one (1) account owner (for example, the account is issued in the name of two (2) or more persons). **We deem each joint account as a joint account with right of survivorship.** As a joint account with right of survivorship, each joint owner agrees and intends that upon the death of an owner to the account, the deceased owner's ownership in the account passes to the surviving owner or owners of the account. If two (2) or more owners survive, the surviving owners will own the balance in the account as joint tenants with right of survivorship.

Account Ownership (continued)

Joint Accounts with Right of Survivorship (continued)	payment to a joint owner or the survivor joint owner(s) will discharge the Bank from all liability. However, upon receipt of notice of death or incompetence of a joint owner, we may restrict or prohibit further withdrawals until we are satisfied that we have met our obligations under applicable law. **The following rules apply to all joint accounts:** Each joint owner has complete control over all of the funds in the account. As such, we may pay out money from the account upon the request of any joint owner (or a joint owner's authorized representative), regardless of their contributions to the account, and whether any other joint owner is incapacitated or deceased. As such, we may release all or any part of the balance of the account to honor checks, withdrawals, orders, or requests signed by any joint owner of the account. In addition, any joint owner can enroll in services we offer regarding the account such as Online Banking. We may choose to act upon the instructions of any joint owner(s) without the authorization of the other joint owner(s), except that all joint owners of the account must authorize the addition or removal of a joint owner. Any one (1) joint owner can provide a power of attorney. If a joint owner requests that we not pay transactions initiated by a different joint owner or if a dispute arises with regard to ownership of the joint account, we may place a suspension on the account and refuse to pay any transactions and allow withdrawals, but we are not required to do so and will not be liable to anyone as a result. If we suspend the account, we may not release the suspension unless all joint owners agree in writing to remove it. No request to suspend the account will affect transactions we paid before the account was suspended. If we decide not to suspend the account, all joint owners remain responsible for transactions paid from the account. Refer to the Section "Account Disputes" for additional rights that we have in the event of a dispute regarding your account. **Any joint owner may close the account without the consent from any other joint owner(s).** We may also pay all or any part of the funds in the joint account to a court or government agency if we receive a garnishment, levy or similar legal process that identifies any of the joint owners. Refer to the Section titled "Legal Process" for additional rights that we have in the event we receive legal process regarding your account. **All owners of a joint account are jointly and severally liable for all activity on the account, including overdrafts and fees.** In the event of an overdraft on a joint account, all owners agree that each owner is jointly and severally liable for the overdraft, whether or not any particular owner (a) created the overdraft, (b) had knowledge of the overdraft, or (c) benefitted from the overdraft.
Payable on Death ("POD") Accounts	When we list one (1) or more persons as the owner(s) of an account payable on death to one (1) or more beneficiaries, we will treat the account as a POD Account. If we receive proof that all owners have died, we will pay the balance of the account to the beneficiary or beneficiaries the owner(s) designated. The beneficiary or beneficiaries must survive all owners to receive payment. Multiple beneficiaries will be paid in equal shares, except that the owners of retirement accounts may designate unequal shares be paid to multiple beneficiaries by notifying us in writing. You or any co-owner may change a beneficiary or beneficiaries at any time by notifying us in writing and giving us a reasonable opportunity to act on such writing. We treat an account titled "in trust for (ITF)," "transfer on death (TOD)," or similar language as a POD account.
Trust Accounts	When one (1) or more persons open an account as trustee under a written trust agreement or court order, we will treat the account as a formal trust account. We may request a copy of the written trust agreement, court order or other documentation certifying the existence of the trust. We will not be responsible for or liable to any of the trust's beneficiaries for the trustee's actions under any circumstances. The trust agreement, court order, or other documentation will provide the rights of the beneficiaries to the funds in the account. If there is more than one (1) trustee on a formal trust account, each trustee may act independently. Refer to the Section titled "Additional Terms for Fiduciary Accounts" below for additional terms that apply to trust accounts.

Account Ownership (continued)

Power of Attorney	We may, in our discretion (unless applicable law requires us to recognize a statutory form of power of attorney) recognize the authority of a person to whom you have given a power of attorney to enter into transactions relating to your account, until we receive written notice or have actual notice of the revocation of such power of attorney. We may require that you provide us an original copy or certified copy of the power of attorney, properly notarized, and any other documentation we may ask for from time to time. The power of attorney and all other documents must be in a form satisfactory to us. We will not be liable for damages or penalty by reason of any payment made to, or at the direction of, a person holding a power of attorney (i.e., the person acting as an attorney-in-fact under the power of attorney).
Uniform Transfers / Gifts to Minors Act Account	When an adult, as custodian for a designated minor, establishes an account under a state's Uniform Transfers to Minors Act or Uniform Gifts to Minors Act ("UTMA/UGMA"), we will treat the account as a UTMA/UGMA account. The designated minor is the owner of all funds transferred into the UTMA/UGMA account. The adult, as the custodian, has exclusive control of the account and the minor cannot make deposits, withdrawals or transact on the account. If more than one (1) adult acts as the custodian on the account, each may act independently. If the last remaining custodian dies before the designated minor reaches the age of majority, we may transfer the funds to a successor custodian according to the applicable state law. If you are the custodian or successor custodian of a UTMA/UGMA account, you agree to manage and use the UTMA/UGMA account in accordance with your obligations under applicable state law, including: • Using the account for the exclusive use and benefit of the minor; and • Transferring assets to the beneficiary at the appropriate age of majority when the UTMA/UGMA terminates. When the designated minor reaches the age of majority established by applicable state law, we may pay the funds in the UTMA/UGMA account to the designated minor without waiting for instructions from the custodian. At our sole discretion, we may limit transactions on or suspend the account if the custodian does not transfer funds to the beneficiary as required by applicable state law. You agree that we have no duty or agreement whatsoever to ensure that the acts of the custodian (or successor custodian) are for the minor's benefit. You agree that we are not responsible to monitor the minor's age or eligibility for a UTMA/UGMA account, even though our records may include the minor's date of birth. Although we may pay the funds in the UTMA/UGMA account to the designated minor without waiting on instructions from the custodian, it is the custodian's responsibility to properly distribute the funds in the account upon the minor's death or attainment of the age of majority. For this type of account, we use the minor's SSN/TIN for the Backup Withholding Certification. The custodian agrees, on its own behalf and on behalf of the designated minor, to indemnify and hold us harmless from any and all liability, including from any claim by the beneficiary, for following any instructions with respect to the UTMA/UGMA account.
Representative Payee	For any account opened in your capacity as (i) a "representative payee" for someone who receives Social Security payments, or (ii) a legal custodian, spouse payee or other custodian for someone who receives Veterans Administration payments, you agree not to permit any deposits to the account other than the designated payments. We are not required to determine whether you deposit other funds or whether any debits from the account are for the support of the beneficiary. Upon the death of the beneficiary, you must promptly notify us and stop all further deposits to and withdrawals from the account. If the government demands that we return deposits made after the beneficiary's death and the account does not have enough funds to pay the demand, you and the beneficiary agree to refund these amounts to us, and we may take the funds from any account you or the beneficiary owns.

Account Ownership (continued)

Additional Terms for Fiduciary Accounts	For any account opened in a fiduciary capacity (*e.g.*, trust accounts, estate accounts, conservatorship accounts, or other similar types of account), you agree that we are not responsible for the actions of a fiduciary, including the misuse of funds. We reserve the right to require any documents we reasonably request to satisfy us that you (acting as the fiduciary) are authorized to open an account or conduct transactions for the account, including withdrawing funds. You also agree that we are not responsible for understanding or enforcing the terms of the trust agreement, power of attorney, court order, letters testamentary, or similar governing documents, or complying with applicable law, and you agree to comply with applicable law to the type of fiduciary account you open. We do not have to permit any withdrawal from the account until we receive all requested documents. We have no fiduciary duties to you or to the beneficial owners of the account. You understand that by opening such an account, we are not acting in the capacity of a trustee in connection with the trust, and we do not undertake any obligation to monitor or enforce the terms of the trust agreement, court order, letters testamentary, or similar governing documents.
HSA Accounts	If you open a Health Savings account, please note that additional terms and limitations may apply. You are responsible for understanding the legal implications associated with an HSA account including state and federal tax law implications and limitations on distributions from your HSA account (for example, HSA accounts are generally limited for the payment of qualified medical expenses). You should consult with your legal or tax advisors if you have questions about managing your HSA account. We may provide you with additional terms and conditions if you open an HSA account. In the event of a conflict between this Agreement and the terms and conditions specifically regarding an HSA account, the terms and conditions regarding your HSA will control. We do not monitor transactions to and from your HSA account and we are not responsible for making contributions or ensuring withdrawals are used for appropriate purposes.
Authority of Agents	The term "agent" as used in this Agreement includes, but is not limited to, the following: • Each co-owner of a joint account, with respect to each other co-owner. • Each person identified as an authorized signer or authorized representative on the signature card, • but not identified as an "owner." • Any trustee designated as such on any trust account. • Any person acting as an agent, guardian, conservator, personal representative, trustee, custodian, receiver or in some other fiduciary capacity with respect to an account. • Any person designated as an agent by any account owner or co-owner. • Any person acting as your attorney-in-fact under a power of attorney. • Any person authorized to act with respect to an account by any resolution or other writing by any • account owner or co-owner. Without limiting the other terms in this Agreement, you agree that each agent, with respect to the account, whether acting alone or with other agents, is authorized to: • cash or negotiate in either the agent's name or the name of the account owner or co-owner(s) any item payable to any account owner or co-owner(s); • deposit or endorse for deposit any item payable to any account owner or co-owner(s) to the account of the account owner, any account co-owner, or the agent; • withdraw funds from the account; • sign checks, drafts, or negotiable orders of withdrawal and otherwise draw on the account; • stop payment on any item drawn on the account; • draw upon any overdraft or other line of credit which may exist in connection with the account; • pledge the account as security for the repayment of any debt (regardless of who is obligated to repay the debt); • initiate wire transfers; • authorize debits from and credits to the account; • obtain or revoke debit cards and authorize and perform debit card and ATM transactions; • establish or discontinue Online Banking and perform transactions through Online Banking; • link accounts to the Online Banking account of a related or unrelated individual or entity so the account is accessible for viewing and executing transactions;

Account Ownership (continued)

Authority of Agents (continued)	• authorize or revoke electronic fund transfers, including ACH transactions; • freeze or close the account; and • otherwise perform any other act relating to the account and transact any other business with respect to the account. We may rely upon any instructions we receive from your agent relating to your account. You will be responsible for all of the acts of your agent, even if your agent acts contrary to your specific instructions or your best interest or exceeds his or her authority. We are not responsible for your agent's breach of fiduciary duty or misapplication of funds from your account.

Using Your Account

Deposits

There are many ways for you to deposit funds into your account, for example – at one of our banking offices, at ATMs with deposit taking capabilities, by mail, and through Online Banking and Mobile Banking. The following provisions discuss the terms related to your deposits.

Notice of Electronic Direct Deposits	When we receive an electronic direct deposit to your account, the only notice you will receive from us is on your next statement. You may review your accounts online through our Online Banking and Mobile Banking services, or by calling us at 800.330.9890 to confirm that we have received a deposit. If the bank that sent an electronic direct deposit to your account tells us it was a mistake, or was intended for another customer or account, we may deduct the amount from your balance without investigating or providing notice to you and you agree to promptly repay us for any resulting overdrafts.
Availability of Funds	The timing of when your deposited funds will be available will depend on the day and time you make the deposit and the type of deposit you make. For information regarding when your deposit will be available to you, please refer to our Funds Availability Policy provided in this Agreement.
Our Rights and Responsibilities for Deposits	We exercise ordinary care when collecting deposited items but are not responsible for another bank's treatment or loss of the item. If a deposited item is lost or destroyed during processing or collection, you agree to provide us with all reasonable assistance to help us reconstruct the item. If you deposit or cash a check, or we send one for collection, we act only on your behalf. Our only responsibility is to exercise ordinary care. We will not be liable for the lack of care of any bank or third party we use to collect checks, or for checks lost during shipping. We may send checks to any bank or to the entity on which the check was written in our customary manner. We may have agreements with other banks regarding times and methods for collecting or returning items. We will usually give you provisional credit for items deposited into your account. However, we may delay or refuse to give you provisional credit if we believe in our discretion that your item will not be paid. We will reverse any provisional credit we have given you for an item deposited into your account if we do not receive final credit (or payment) for that item. At our option, we may take an item for collection rather than for deposit, which means we will not add funds to your available balance until we actually receive the funds for the check. If we process any check deposit on a "collection basis," we will not add funds to your available balance until the other bank pays us for the check. If the other bank charges us a collections or processing fee for any item, we will deduct that from your account, or the amount credited to you. We may charge these fees even if the other bank does not pay us for the check or the funds have already been deposited to your account. We may decline all or part of a deposit at any time, including cash, for any reason. We also may refuse a deposit after initially accepting it. This could happen, for example, if a payee is not a co-owner, authorized signer, or authorized representative on your account, we can't verify an endorsement, the check was issued from a credit account, the dollar amount of the deposit is more than internal limits we establish, the check looks suspicious, the check is a duplicate of a check we have previously accepted, or it is a non-U.S. item. We can reverse any amount we have added to

Using Your Account (continued)

Deposits (continued)

Our Rights and Responsibilities for Deposits (continued)	your balance for a deposited check and send the check on a collection basis even after we have taken physical possession of the check. We will not be liable to you for refusing a deposit, even if it causes us to decline any transactions you have already made. If the federal government requires us for any reason to reimburse it for all or any portion of a benefit payment that was deposited directly into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We also may use any other legal remedy to recover the amount of our liability.
Returned Items and Other Claims Regarding Your Deposits	Unless prohibited by law, if an item you deposited into your account or cashed is returned to us unpaid, we can deduct the amount from any account you have with us. Our right to deduct the amount returned applies even if there are insufficient funds in your account to cover the amount deducted, resulting in an overdraft of your account and applicable fees. We also may reverse all interest accrued on the returned item. We may place a hold on or charge your account for the amount of any item deposited or cashed for you if a claim is made or we otherwise have reason to believe the item should not have been paid. This includes when an item is forged, unauthorized, missing a signature, altered, or counterfeit, or for any other reason which in our judgment justifies the hold or charge. We are not obligated to take any action to recover payment of a returned deposited item, and we are not responsible if we take, or fail to take, any action to recover payment of a returned deposited item. If we do attempt to collect payment on a returned item, you authorize us to do so without notice to you. This may include allowing the paying bank additional time to review or decide whether to pay the item. We are not responsible for the outcome of any such collection efforts.
ATM and Night Depositories, and Deposit by Mail	Our ATMs with deposit taking functions, night depositories, and deposit by mail service are for your convenience. We are not accountable for deposits made in this manner until the deposit is actually accepted and processed by us. Our records will be conclusive proof of what deposits were received from you through ATM depositories, night depositories, or the mail service. Any claim by you that a deposit is missing will not create a presumption that there is a missing item or that we failed to act with ordinary care.
Deposit of Non-U.S. Items	A non-U.S. item is an item: (i) payable in a currency other than U.S. dollars, (ii) drawn on a financial institution that isn't organized under U.S. law, or (ii) that is an incoming funds transfer remitted in a currency other than U.S. dollars. We are not required to accept a non-U.S. item for deposit, but we may accept it on a collection basis without your specific instruction to do so. We can reverse any amount we have credited to your account and send the non-U.S. item on a collection basis even if we have taken physical possession of the item. If we accept a non-U.S. item, the U.S. dollar amount you receive for it will be determined by the applicable exchange rate that is in effect at the time of deposit or our receipt of final payment (less any associated fees) of the non-U.S. item. If the deposited non-U.S. item is returned for any reason, we'll charge the amount against your account (or any other account you maintain with us) at the applicable exchange rate in effect at the time of the return. Incoming wire transfers received in a foreign currency for deposit into your account will be converted into U.S. dollars using the applicable exchange rate without notice to you. The exchange rate will be determined by us in our sole discretion. Exchange rates may fluctuate significantly in a short period of time. You bear all exchange risk related to deposits in foreign currency. You will be responsible for all collection charges if any item that is payable at a foreign bank or in a foreign currency is deposited to your account.
Deposit Accuracy, Transaction Records and Receipts	**It is your responsibility to confirm the accuracy of the amount you deposit**. We may rely on the account number on any deposit slip, payment instruction, or similar record we receive, even if that account number is associated with a name that is different from the name you have provided. It is not our responsibility to detect any inconsistency between the account number you provide and the name.

Using Your Account (continued)

Deposits (continued)

Deposit Accuracy, Transaction Records and Receipts (continued)	If you make a deposit, we may provide a receipt, but we base the amount on your deposit receipt entirely on the deposit slip you complete or payment instruction you provide. We may confirm the funds you deposit and, after review, may adjust your account for any errors including any errors on your deposit slip. We are permitted to adjust (debit or credit) your account, and we may notify you, if we determine a discrepancy exists between the declared and the actual amount of the funds in your account, or if we misdirected a transaction to or from your account or made a transaction that we reasonably believe to be in error. We may elect, at our discretion, not to make an adjustment to your account to correct an error which you or a third party (e.g., another bank) cause if the adjustment is less than $5.00 or our cost to make the adjustment is greater than the amount in question. You must notify us of any discrepancy regarding your deposits within thirty (30) days after we have made your account statement reflecting the deposit available to you. If you do not notify us in a timely manner and the actual deposit is less than the amount on the statement, the difference is your property; if the actual deposit is more, the difference is the Bank's property.
Endorsements	An endorsement is a signature, stamp, or other mark made on a check to transfer the check to another person. If a check you deposited does not have your endorsement, we may endorse it for you or treat the check as if we had endorsed it. Either way, the effect will be as if you had endorsed the check. Any deposited check that appears to contain your stamped or facsimile endorsement will be treated as if you had actually endorsed it. Although we are not obligated to, we may pay or accept checks and other items bearing restrictions or notations (for example, "void after six months," "void over $50," or "payment in full", and the like), whether on the front or back, in any form or format. If you cash or deposit an item or write a check with such a notation, you agree that it applies only between you and the payee or maker. The notation will have no effect on us, and you agree to accept responsibility for payment of the item.
Endorsement Requirements	Your endorsement (and any other endorsement supplied by a co-payee) of a check must be in the 1½ inch area that starts on the top of the back of the check. Payee or customer information must not be on any other part of the back of the check. If you don't endorse your check properly and it causes us a loss, cost, or expense, you agree to promptly re-pay that amount to us. If you deposit an item that bears the endorsements of more than one person or persons who are not known to us, we may refuse the item, require all endorsers to be present, or require that the endorsements be guaranteed by another financial institution acceptable to us before we accept the item. You warrant that any third party checks you deposit to your account will be endorsed or authorized for deposit by the co-payees.
Facsimile Signatures	Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us at any time to charge you for all checks, drafts, or other orders for the payment of money that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed, so long as they resemble the facsimile signature specimen filed with us. You must notify us at once if you suspect misuse of your facsimile signature.
Substitute Checks	A substitute check is a check created from an original check that is legally equivalent to the original check and may be used as proof of payment. A substitute check contains an accurate copy of the front and back of the original and bears the legend: "This is a legal copy of your check. You can use it the same way you would use an original check." We may return any check to you in the form of a substitute check. You agree that you will not transfer a substitute check to us, by deposit or otherwise, if we would be the first financial institution to take the substitute check, unless we have expressly agreed in writing to take it. For more information regarding substitute checks, refer to the Section titled "Substitute Checks and Your Rights."

Using Your Account (continued)

Deposits (continued)

Remotely Created Checks	A remotely created check is a check created by the payee and not signed by the account owner. It states that the account owner authorized the check. You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: • you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; • you will maintain proof of the authorization for at least two (2) years from the date of the authorization, and supply us the proof if we ask; and • if a check is returned, you owe us the amount of the check regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

Withdrawals

When You Can Withdraw Funds You Have Deposited	Generally, you may withdraw funds the next business day after the business day you deposit them. Please refer to our Funds Availability Policy in this Agreement for additional details. If funds from a deposit become available for withdrawal, that does not mean the check or other item you've deposited is authorized, is "good," has "cleared," or has been paid by the paying bank. We cannot guarantee to you that a deposit will not be returned. Sometimes a return occurs months after we have made the funds available to you, and you have withdrawn them. **Withdrawals and Transfers from Your Account.** We may subtract from your available balance the amount of any check or other transaction that we receive throughout the day that you or any person you authorize created or approved. We may require you or any person you authorize to provide us with identification, documentation, or information that's acceptable to us before allowing the transaction. If check writing is not an available feature of your account, we will not issue you checks, and you are not permitted to write checks drawn on your account. We will not pay checks if you attempt to do so. **Large Cash Withdrawals.** We may place reasonable restrictions on when and how you make any large cash withdrawal due to limited currency on hand in banking office locations. If we do not have sufficient cash for a large withdrawal or payment; we may make arrangements for a later cash payment or offer to make payment with a Bank check. We assume no responsibility to provide personal protection for customers who elect to carry large sums of money off our premises. **Advance Notice.** As required by federal law, we reserve the right to require 7 days advance written notice of an intended transfer or withdrawal of funds from any savings account, money market deposit account, or interest-bearing checking account. We currently do not exercise this right and have not exercised it in the past.
Check Processing	Processing and payment of checks is automated, and we process many checks each day. Although we inspect some checks, this means that we do not examine individually all of your items to determine if the item is properly completed, signed, and endorsed. When we take an item for processing by automated means, ordinary care does not require us to exam the item. You agree that reasonable commercial standards do not require us to do so. In all other cases, ordinary care requires only that we follow standards that do not vary unreasonably from the general standards followed by similarly situated banks. If we return a check because we believe it doesn't match your signature on file with us, we're not liable to you even if you authorized the check. If the numeric amount on a check doesn't match the amount written out in words, we may select either one when paying it. We have no duty to prevent presentment of a check more than once. All checks written on your account must be drawn in U.S. Dollars.

Using Your Account (continued)

Withdrawals (continued)

Checks Not Purchased From Us	If you purchase your blank checks from a third party other than us, you should first consult with us to ensure that we will accept the checks you plan to purchase. We may deny any form of checks that we determine in our discretion would cause additional risk to us or that we would not be able to process efficiently. We may refuse any withdrawal or transfer request on forms of checks not approved by us or by a method we do not permit.
Check Cashing	If a person who is not our deposit or loan customer tries to cash your check at any of our banking offices, we may charge them a fee or refuse to cash it. We also may require that they provide us identification we deem acceptable.
Death or Incompetence	Tell us immediately if any account owner or authorized signer dies or is declared incompetent by a court. We may act as if all owners and authorized signers are alive and competent until we receive notice otherwise. After we receive notice of death or incompetence of an owner or authorized signer, we may freeze your balance, refuse to accept transactions, and reverse or return deposits. If an account owner dies or is declared legally incompetent, we may comply with court orders and legal documents, and take direction from affiants, court-appointed representatives, guardians, or conservators from your state of residence, even if different than where the account was opened, except as otherwise required by applicable law or court order. We may require additional documentation be provided to us before complying with the directives. We may require U.S. court documents for account owners or authorized signers residing outside of the U.S. at the time of incompetence or death. If we have any tax liability because of paying your balance to your estate, the estate will be responsible for repaying us the amount of that tax. We may continue to honor checks, items, and instructions until (i) we know of the account owner's or authorized signer's death or incompetence, and (ii) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or incompetence of the account owner or authorized signer for up to ten (10) days after death or incompetence, or as otherwise permitted by the state laws governing your account, unless ordered to stop payment by someone claiming an interest in the account. If an account owner or authorized signer authorizes any transaction, but it's not presented for payment until after that owner dies, we are authorized to pay the transaction. If an account owner owes us a debt at its time of death, we are permitted to exercise our right of setoff (our right to apply funds in one account to the debt associated with another account) or security interest rights against the funds credited to the account owner's balance after the account owner's death. We have these rights even if a beneficiary of an "in trust for" or "trustee for" account has rights to the account.
Truncation, Substitute Checks, and Other Check Images	If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check, or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to indemnify us for any loss we may incur because of any truncated check transaction you initiate. We can refuse to accept substitute checks that previously have not been warranted by a bank or other financial institution in conformance with the Check Clearing for the 21st Century Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.
Postdated Checks	For accounts with checks, you agree that when you write a check you will not date the check for a date in the future (i.e., a postdated check). If you do and the check is presented to us for payment before the date of the check, we may either pay it or return it unpaid. You agree that if we pay the check, the check will be posted to your account on the date we pay the check. You further agree that we are not responsible for any loss to you by paying the check.
Stale-Dated Checks	We may choose to pay or not to pay, or accept for deposit, any check presented more than six (6) months after the date written on the check unless if there is a valid stop payment order in effect. We are not responsible for any liability you may incur as a result of our decision to pay, not to pay or accept for deposit such an item. If you do not want us to pay a stale-dated check, you must

Using Your Account (continued)

Withdrawals (continued)

Stale-Dated Checks (continued)	place a stop payment order on the check. Refer to the Subsection titled "Stop Payments" below for instructions on how to place a stop payment order on a check.
Stop Payments	We will charge a stop payment fee for stop payment orders. Reference our Personal Account Services Schedule of Charges for current pricing. Generally, you may request a stop payment through Online Banking, by calling us at 800.330.9890, or visiting one of our banking offices. If you call in your request for a stop payment, you may be required to sign the stop payment form and return it to us within fourteen (14) calendar days after your call to keep the stop payment on file. Failure to respond within the timeframe may result in the stop payment request being removed from your account. In the event you need to change information originally provided in your stop payment request, we may require you to complete a new stop payment form and an additional stop payment fee may be assessed. We will complete your request as soon as we receive your instructions; however, you agree to allow us a reasonable amount of time to act on your stop payment request. **Stop payments cannot be placed on items that have already been paid or posted.** Any subsequent request by you to cancel a stop payment order on a check must be received in a time and manner that gives us a reasonable opportunity to act on it.
Stop Payment Orders on Checks	We use automated systems to identify items, so we need specific information to process the stop payment request. In order for us to identify the item, you must give us the account number on which the check is drawn, and we may request the following information: • the exact check number or a range of check numbers; • the payee name or names; and • the exact amount of the check or amounts of the checks. We may request additional information and may, at our sole discretion, use only a portion of the required information in order to identify the check. We are not responsible for stopping payment on checks if you do not provide this information or if you provide inconsistent or incorrect information. We may refuse a payment to a payee with a similar name that we believe to be the same payee; however, we are not liable if we do not refuse the payment. We may send you written confirmation of your stop payment request. We may rely on the information in the confirmation unless you notify us immediately of any errors. When the stop payment order expires, we may pay the item and have no duty to notify you. **A stop payment order on a check is valid for twelve (12) months**. We may pay a check once a stop payment order has expired, and we have no duty to notify you. It is your responsibility to request a new stop payment order if you don't want it to expire. We treat each renewal as a new stop payment order. Additional fees may apply to each new stop payment order. Even if we return a check unpaid due to a stop payment order, you may still be liable to the holder of the check. Generally, we do not allow you to place a stop payment order on a cashier's check, teller's check, or certified check. However, we may, but are not required to, allow you to place a stop payment on a cashier's check, teller's check, or certified check if you provide us with a sworn statement—in a form we deem acceptable— that the check is lost, stolen, or destroyed. We may also require you to provide us with a bond or other protection as we deem necessary. If a cashier's check, teller's check, or certified check is presented for payment, we may pay it. You will be liable to us for that item even if we agreed to attempt to stop payment unless otherwise required by applicable law. After you place a stop payment, we are not required to refund the check amount or issue a replacement check until at least ninety (90) days after the original check's issue date. We are not

Using Your Account (continued)

Withdrawals (continued)

Stop Payment Orders on Checks (continued)	required to refund the check amount or issue a replacement check if the check is presented for payment within ninety (90) days after the issue date.
Stop Payment Orders on Preauthorized (Recurring) ACH Debits	You may use your account number to make recurring ACH payments. **If you provided your account number and routing number for ACH direct debits** to your account (both recurring and one-time payments), you must contact us by telephone or at the banking office and give us your account number and the following information: • exact name of the payee; • the exact amount of the payment or a range of amounts; or • an instruction to block all payments from the named payee. We must receive your request at least **three (3) banking days prior** to the scheduled debit date. We are not responsible for stopping payment on ACH transactions if you do not provide this information or if you provide inconsistent or incorrect information. We may refuse a payment to a payee with a similar name that we believe to be the same payee; however, we are not liable if we don't refuse the payment. We may stop multiple transactions that have the amount and exact payee name you provided unless you cancel your stop payment request. You also acknowledge that there is some information that is subject to change. For example, if the sender (i.e., the payee) changes its company identification number or individual identification number. If this happens, it may result in payment of the ACH transaction. You acknowledge this risk and agree that you are responsible for notifying the sender of the ACH transaction that your authorization has been revoked. You agree to indemnify and hold us harmless from, and against any loss we incur, as a result of our paying an ACH transaction, the information relied on in the stop payment order being incorrect or incomplete, or as a result of our not paying an ACH transaction for which a valid stop payment order is in effect. Your ACH stop payment is effective, at minimum, until we have determined that the ACH transaction requested to be stopped has been returned; or we receive authorization from you to withdrawal the stop payment order, whichever occurs first. We may pay preauthorized (recurring) ACH debits and electronic funds transfers once a stop payment order has expired. It is your responsibility to request a new stop payment order if you don't want it to expire and we treat each renewal as a new order. Additional fees may apply to each new stop payment order. Refer to the Section titled "Electronic Funds Transfer Service – Your Rights and Liabilities" for more information on your rights and liabilities for unauthorized electronic funds transfers.
Stopping Payment on Other Common Transactions	**If you set up your recurring or one-time bill payments or transfers through Online Banking,** you can use that service to cancel pending and future payments. **If you previously set up recurring Sunwest Bank account transfers in the banking office**, you can cancel those pending and future transfers in the banking office or by calling 800.330.9890.

Account Balance Types and Posting Transactions

Understanding Account Balance Types

Current Ledger Balance	Your account's **current ledger balance** is the amount in your account after all transactions, credits, and debits, have been posted to your account at the end of our nightly posting process occurring at the end of each business day. Your current ledger balance does not reflect any funds placed on hold or any pending transactions (refer to the Section "Pending Transactions" for more information). Your current ledger balance does not change throughout the day. It is important to understand that we use the current ledger balance as of the end of the previous business day during the following business day to determine whether to pay or return items. This includes determining whether transactions will be paid, returned due to insufficient funds, or paid into overdraft, as applicable. Refer to the Sections "Posting Order and Payment of Items" and "Understanding Overdrafts and Overdraft Services" below for more information.
Available Balance	**Available balance** is the amount of funds available for withdrawal and authorizing transactions. Your Available Balance may be different than your Ledger Balance. This balance will reflect any processed and pending transactions on your account, such as when you used your debit card to make a purchase or withdraw money from the ATM, and any holds that we may place on your account. We use your account's available balance to authorize your transactions during the day (for example, debit card purchases and ATM withdrawals). Unlike your current balance, your available balance can change throughout any given day based on the transactions you make. **Your available balance may not include all the transactions you have made.** For example, your available balance may not reflect the following transactions you have made: • Outstanding checks reduce your available balance when they are presented to us for payment, even if they have not yet posted to your account. • Authorized withdrawals we have not received for payment, such as recurring debit card transactions. • ACH transactions. • The final amount of a debit card purchase (for example, we may authorize a purchase amount prior to a tip that you add). Debit card transactions previously authorized but no longer reflected as "pending" may still be presented to us for payment. In most cases, an authorization hold is released within three (3) business days, even though the transaction may be sent to us for payment at a later date, which we are required to honor. For certain types of transactions, authorization holds may remain in effect for a longer period or the transaction may be presented for payment well after the authorization hold is released. This may include, but is not limited to, car rentals, hotel accommodations, cash disbursements, delayed-delivery or adjusted amount transactions, and international transactions. In some cases, settlement may occur more than thirty (30) business days after the original authorization. You can use your available balance as a guide for writing checks, withdrawing cash, and making purchases. However, as your available balance does not include all transactions you have made, it is very important to understand that you still may overdraw your account, even though the available balance appears to show there are sufficient funds to cover a transaction at the time it is made. Please closely review the terms related to how pending transactions may affect your available balance by referring to the Sections titled "Pending Transactions" and "Understanding Overdrafts and Overdraft Services."

Account Balance Types and Posting Transactions (continued)

Understanding Posting Order and Payment of Items

How we post transactions to your account	**Posting order** is the order in which we apply transactions (debits and credits) to your account during the nightly posting process that happens at the end of each business day to determine your current balance. We post transactions on the business day they are presented for processing or settlement, which may not be the same day the transaction was authorized. We group like transactions into categories before we post them. You agree that we reserve the right to post transactions to your account in any order we may determine at our discretion. However, to assist you with handling your account with us and managing your account transactions, we are providing you with the chart below showing how we process transactions generally during our nightly processing each business day. Once we process a transaction, we post the results to your account. Your current balance will reflect the results on the following business day. Below are the most common categories we use to post your transactions during our nightly posting process in the order they will post and includes a description of some common types of transactions that fall within each category:
Category	**Description**
All Credits	First, we apply credits to your account. These are deposits and credits to your account that include cash deposits, check deposits, direct deposits, and incoming wire transfers, received before our cutoff time at the location we received the deposit or transfer. Please also refer to our Funds Availability Policy regarding how and when we make funds available to you.
Pre-Authorized Debits	Next, we deduct pre-authorized debits from your account. These are transactions that we have authorized previously and must be paid. They include ATM withdrawals, debit card purchases, recurring debit card transactions, outgoing wire transfers, originated ACH transactions, bill pay transactions paid through online banking and checks cashed at the teller window. These items will post according to their timestamp (*i.e.*, in chronological order based on the information that we receive for each item). If any of the pre-authorized debits have the same timestamp or do not include a timestamp, we post them from lowest to highest dollar amount.
Other Debits	Next, we deduct other debits from your account. This category includes automated payments (ACH) and transfers, and checks. Checks and other debits will post from lowest dollar to highest dollar amount.
Bank Fees	Finally, we deduct bank fees from your account, such as a monthly account maintenance fee or a stop payment fee. However, please note that some transactions have fees associated with them that we deduct at the time of the transaction.

The items listed above include common categories and common types of transactions but are not inclusive of all transactions.

This general posting order and timeline description does not cover every kind of transaction we may process, and there can be exceptions to the posting order or timeline described above. You acknowledge and agree that we are allowed to determine, in our sole discretion, at any time without notice to you, the categories of transactions, the transactions within a category, the order or timeline among categories, and the posting orders or timelines within a category. **The order in which we pay items is important if your current balance is not sufficient to pay all the items presented for payment.** Our processing policy may increase the overdraft fees you must pay if funds are not available to pay all of the items when presented to us for payment. It could also increase the number of items we may return unpaid for nonsufficient funds. **We encourage you to keep careful records and follow good account management practices.** Please also refer to the Section titled “Understanding Overdrafts and Overdraft Services.”

Account Balance Types and Posting Transactions (continued)

Understanding Posting Order and Payment of Items (continued)

Pending Transactions	If you review your account during the day, you will see that we show some transactions as "pending." A pending transaction is a transaction, such as a purchase or a payment, that we have not posted to your account but is reflected in your available balance. For example, a debit card purchase may be pending until the merchant sends in the final transaction for payment. In situations where you include a tip (such as restaurants) or have an estimated authorization amount (such as gas stations and hotels), the final transaction amount submitted by the merchant may differ from the original pending transaction amount. In general, it may take up to three (3) business days for a pending transaction to post to your account. The timeframe can vary based on a number of factors, including the type of transaction or the payment network used to process the transaction. We do not guarantee that we will pay these transactions to your account if you have a negative balance at the time the final transaction is presented for payment. We may still return a transaction unpaid if your balance has insufficient funds during that business day's nightly processing, even if it had been displayed as a "pending" transaction on a positive balance during the day. If a transaction that you made or authorized does not display as "pending," you are still responsible for it, and we may still post it against your account during nightly processing. The following are the most common types of debit transactions that may appear as "pending" and reduce your available balance by the amount of the transaction: • ATM and cash withdrawals; • Automatic payments (ACH transactions); • Online Banking transactions; • Checks drawn on your account that are presented for payment, cashed or deposited at a Sunwest Bank banking office; • Debit card transactions; and • Wire transfers. For all debits listed above, we will apply the transactions and update your available balance immediately. For automatic payments (ACH transactions), generally we apply debit transactions against your available balance as pending at the start of the business day of the effective date of the payment. If you initiate ACH debit entries on the same day as the effective date, we will apply them in order from lowest to highest dollar amount. For Online Banking transactions, once you approve the transaction, we will apply it to your account. We apply recurring or future dated payments on the effective "send on" date. For checks drawn on your account, when presented for payment, cashed or deposited at Sunwest banking office, the check will be pending on your account at the time of the presentment or transaction. For wire transfers, once we have begun processing the wire transfer and completed all of our internal reviews, we will apply the transaction to your account and update your available balance on the transfer's effective date. While we make every effort to place transactions in a pending status on your account during the day, we may be unable to display transactions as pending before we post them to your account. Refer to the Section titled "Posting Order" for details on how we post these transactions to your account when they no longer display as pending.

Understanding Overdrafts and Overdraft Services

Paying Items or Transactions Which May Overdraft Your Account	Paying an item or transaction into overdraft means that we pay an item, such as a check or debit card transaction, at our sole discretion, even though you do not have enough money available in your account to cover the item. This results in your account having a negative balance, which we refer to as an "overdraft." Alternatively, we may, at our sole discretion, return an item unpaid which means that we do not pay that item. We do not assess a fee when we return NSF items on consumer accounts. **We pay items into overdraft at our discretion, which means we do not guarantee that we will always pay any item.** Even if we have paid items into overdraft before, we are not required to do it in the future. We base our decision to pay an item into overdraft on criteria that includes, but is not limited to, your account history, deposits you make, and transaction characteristics. Examples of when we may not pay an item into overdraft include when your account is not in good standing, when you are not making regular deposits to your account, or when your account has too many items paid into overdraft. If we decide to pay an item into overdraft, we may charge an overdraft fee for each paid transaction. Please refer to the "Overdraft" section of our Personal Account Services Schedule of Charges for current fee information. Whether we charge an overdraft fee or not, you are expected to immediately repay the negative balance in your account. To minimize the number of overdraft fees we may assess, we set a maximum number of fees that can be assessed per account per business day. Sometimes, items that were previously returned unpaid may be re-presented to us for payment by the merchant. If a transaction that we declined or returned because it would result in an overdraft is represented to us, and you do not have sufficient funds in your account, we may pay the item into overdraft at our discretion, and you will be charged an overdraft fee. If we return the item unpaid, you will not be assessed an NSF fee. In some circumstances, the merchant may present the same item more than once for payment with a different identification code than was used when originally sent for authorization, and we are unable to determine whether they are the same transaction or item. Merchants sometimes submit the same unpaid item multiple times for payment after it has been rejected or returned. If the re-presented item is paid by Sunwest Bank and you do not have enough money in your account to cover it, we may charge you an overdraft fee.

Overdraft Services

Overdraft Account Transfer	Overdraft Account Transfer is an optional service for which we charge a per transfer fee. See the Personal Account Services Schedule of Charges for details. You can link your checking account to another eligible Sunwest Bank account (such as a savings account) to help pay items that would otherwise overdraw your checking account (such as checks, automatic bill payments (ACH), recurring debit card transactions, one-time debit card transactions, ATM withdrawals, and other transactions made using your checking account number). With Overdraft Account Transfer, we transfer funds automatically from your designated linked account to your checking account to cover overdrafts, up to the available amount in your designated linked account. Transfers are made in $25 increments in the amount needed to cover the transaction and the fee, leaving you no negative balance to repay. Overdraft Account Transfers may occur to cover transactions that we might not otherwise authorize if you do not have a sufficient available balance in your account. An Overdraft Account Transfer may still occur even if these transactions are not presented subsequently for payment. When an Overdraft Account Transfer occurs from a linked account to cover the authorization or payment of a transaction, the available balance in the linked account will be reduced by the amount of money to be transferred. That amount of money will be unavailable for other use, and we will apply it to the checking account during nightly processing. If an account you have linked for the Overdraft Account Transfer service does not have sufficient funds to cover an overdraft, we may pay or return the applicable transaction(s) in our discretion

Overdraft Services (continued)

Overdraft Account Transfer (continued)	and fees as described above may apply to the overdrawn account. Additionally, if an account you have linked for the Overdraft Account Transfer service is restricted for any reason, we may remove the linked account and terminate the Overdraft Account Transfer service. If the restriction is subsequently removed, the prior linkage typically is not reapplied unless you request to re-establish the linkage.
Return Your Account to a Positive Balance	**If your account has an overdraft, you must add money to return your account to a positive balance immediately.** If you do not return your account to a positive balance or you have too many overdrafts, we may close your account. We generally will close and charge off an overdrawn account sixty (60) days after it first becomes overdrawn, but we reserve the right to close it at an earlier date as permitted by applicable law. Additional charged-off account fees may apply. In this event, it is important that you make arrangements to redirect recurring deposits and payments to another account. Also, we may report you to consumer reporting agencies and initiate collection efforts. You agree to reimburse us for the costs and expenses (including attorneys' fees and expenses) we incur from collection efforts. **When funds are deposited or credited into an account with an overdraft, you authorize us to apply those funds to the overdraft and related fees in the account to the extent permitted by law.** This applies and extends to the deposit of any federal or state benefit payments, including Social Security benefits. You understand and agree that if you do not want your benefits applied in this way, you can change your direct deposit instructions at any time with the person or organization paying the benefits. For information about our rights to apply funds from other accounts you hold with us to pay an overdraft and related fee(s), see the Section titled "Setoff.
Legacy Accounts	Certain deposit accounts acquired through prior transactions may be subject to additional or different terms, as communicated separately to affected account holders. Unless and until such an account is converted to a current account offering, the terms applicable to that account will continue to apply notwithstanding the introduction of new account products or agreements.

Funds Availability Policy

Your Ability to Withdraw Funds	Our policy is to make funds from your deposits available to you as follows: • Electronic direct deposits: the same business day as the day we receive your deposit. • Wire transfers: the same business day we receive your credit transfer. • Cash or check deposits: on the first business day after we process your deposit. • ACH credit transfers (e.g., direct deposits, automated payroll deposits, etc.): the business day we receive settlement for the deposit (generally, the day after we receive payment for the transfer from our ACH operator). **Longer Delays May Apply** See the additional information below in section Reservation of Right to Hold for details. Once the funds are available, you can withdraw the funds in cash and/or we will use the funds to pay checks that you have written and other items presented for payment and applicable fees that you have incurred. You are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit, even after we have made funds available to you and/or you have withdrawn the funds.
Daily Cutoff Times	For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. Generally, if you make a deposit before 5:00 p.m. local time 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 daily cutoff time or on a day we are not open, we will consider the deposit made on the next business day we are open. There are two exceptions to the 5:00 p.m. cutoff time rule:

Funds Availability Policy (continued)

Daily Cutoff Times (continued)	• Our night depository cutoff time is 8:00 a.m. local time. • Our ATM deposit cutoff time is 2:00 p.m. local time. Our daily cutoff times may change from time-to-time at our discretion. Information about specific daily cutoff times is available by calling us at 800.330.9890.
Reservation of Right to Hold	In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first $500 of your deposit, however, may be available on the first business day after the day we process your deposit. If we are not going to make all of the funds from your deposit available on the first business day after we process your deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the business day after we receive your deposit. If you need the funds from a deposit right away, you should ask us when the funds will be available.
Longer Delays May Apply	We may delay your ability to withdraw funds deposited by check into your account for a longer period under the following circumstances: • You deposit checks totaling more than $7,000 on any one day; • You redeposit a check that has been returned unpaid; • You have overdrawn your account repeatedly in the last six (6) months; • We believe a check you deposit will not be paid; or • There is an emergency, such as failure of computer or communications equipment or another emergency condition beyond our control. We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.
Holds On Other Funds	If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods described elsewhere in this disclosure for the type of check that you deposited. If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that you already have on deposit in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.
Special Rules for New Accounts	If you are a new customer, the following special rules will apply during the first thirty (30) days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first $7,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over $7,000 will be available on the ninth business day after the day of your deposit. If you do not deposit these checks (other than a U.S. Treasury check) in person to one of our employees, the first $7,000 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available no later than the ninth business day after the day of your deposit. We will notify you if we delay your ability to withdraw funds and we will tell you when the funds will be available.

Debit Cards

For certain accounts, we offer services that involve using a Sunwest Bank Visa® debit card (also referred to as "card"). Additional terms and conditions may apply to your card. When opening certain accounts, you agree that we may automatically issue you a debit card. However, activating your card is not required to keep your account open.

Using your Debit Card

There are many ways you can use your debit card. Examples include:

ATM Transactions	You can **use your card** with your PIN to access your accounts to: • make a deposit to checking or savings accounts; • get cash withdrawals from checking or savings accounts; • transfer funds from savings to checking accounts or from checking to savings accounts; and • get information about the account balance of your checking or savings account. Some of these services may not be available at all ATM terminals. For example, generally you can only make deposits to your account at a Sunwest Bank ATM that has a deposit taking function. Your Card can be used at ATMs that are part of the networks in which we participate. See the back of your Card for their symbols (e.g., Moneypass®, PLUS®, etc.). Your primary checking and savings accounts will be accessible on those networks, and your other linked accounts may be accessible. Outside the U.S., only your primary checking account is usually accessible.
Purchases Using Your Card	If enabled, you can **use your card** to: • purchase goods (in person, by phone, online, or through a mobile device at participating merchants); • pay for services (in person, by phone, online, or through a mobile device at participating merchants); and • get cash back from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept. The merchant may charge additional fees.

Fees and Limits When Using Your Card

Certain transactions using your debit card are subject to limits and fees may apply.

Fees	Fees are listed on our Consumer Services Schedule of Charges. These fees are subject to change from time to time. You can visit our website, call us at 800.330.9890, or visit one of our banking offices to request our current Personal Account Services Schedule of Charges.
ATM Fees, ATM Operator / Network Fees, and Merchant Fees	When you use an ATM not owned by us (which we refer to as a foreign ATM), **the ATM operator or any network may charge you a fee** (and may charge you a fee for a balance inquiry, even if you do not complete a funds transfer). Also, **some merchants may assess a fee** when you use your card for a purchase or get cash back. We include ATM operator/network fees and merchant fees in the total amount withdrawn from your account and apply them to your card's daily ATM withdrawal or purchase limits, as applicable.
Daily Limits	To protect your balance, we place daily dollar limits on ATM withdrawals and card purchases, even if your available balance is higher than the daily limit. Your card(s) are subject to a limit of $1,000 per day for ATM withdrawals and $5,000 per day for Point-of-Sale (POS) purchase transactions to purchase goods or services. Different limitations may apply at terminals that are not owned and operated by us. We may allow transactions that exceed your limits or temporarily reduce your limits without notice for security purposes. For security reasons, there may be additional limits on the amount, number, or type of transactions you can make using your card. There generally is no limit on the number of times the card may be used each day. This is true as long as you do not exceed the applicable daily withdrawal purchase limits, and you have sufficient available balance for the transactions. If an

Debit Cards (continued)

Fees and Limits When Using Your Card (continued)

Daily Limits (continued)	ATM transaction or purchase would create an overdraft on the account we may, in our sole discretion, take any of the actions described in the Sections of this Agreement titled "Available Balance," "Posting Transactions," and "Understanding Overdrafts and Overdraft Fees." We may limit the number of authorizations we allow during a time period; for example, if we notice out-of-pattern use of your card or suspected fraudulent or unlawful activity. For security reasons, we cannot explain the details of the authorization system. If we do not authorize a payment, we may notify the person who attempted the payment that it has been refused. We may attempt to contact you via telephone, SMS, and/or email to verify the payment. We may temporarily block use of your card if we suspect fraud until we are able to contact you. We are not responsible for failing to give an authorization or failing to provide notice. In our discretion, we may allow or deny transactions or authorizations from merchants who are apparently engaged in, or who are identified as being engaged in, the internet gambling business. **Changes to Your Card Limits**. We may, in our discretion, without telling you, change your daily purchase or withdrawal limit at any time. If we decrease the limits of your card, we will notify you in accordance with applicable law.
Cutoff Times for Deposits	See the Section of this Agreement titled "Funds Availability Policy" for daily deposit cutoff times. NOTE: All deposits are subject to later verification by us. Balance inquiries may not reflect recent transactions and may include funds that are not available for immediate withdrawal.

Additional Information About Your Card

Card on File	If you give your debit card number to a merchant with authorization to bill that card for recurring payments or to keep it on file for future purchases or payments, the merchant may receive updated card information to process such payments via the free Visa Account Updater ("VAU") service. However, since not all merchants receive updated debit card information via VAU, we recommend you notify each merchant of your new debit card number and/or expiration date to ensure your payments continue uninterrupted. If you have a debit card on file with a merchant and want to cancel the payment arrangement, be sure to cancel it directly with the merchant.
Authorizations and Holds	When you use your card to pay for goods or services, certain merchants (e.g., car rentals, gas stations, hotels and restaurants) may ask us to authorize the transaction in advance and may estimate its final value. When we authorize the transaction, we commit to make the requested funds available when the transaction finally settles and may place a temporary hold on your account for the amount indicated by the merchant. Until the transaction finally settles or we determine that it is unlikely to be processed, the funds subject to the hold will not be available to you for other purposes. We will only charge your account for the correct amount of the final transaction, however, and we will release any excess amount when the transaction finally settles.
Foreign Exchange Transactions	*Transactions Outside the United States and its Territories*. When you use your card at a merchant that settles in a currency other than U.S. dollars, we will convert the charge into the U.S. dollar amount. The currency conversion rate used to determine the transaction amount in U.S. dollars is either a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.
Non-Visa Debit Transaction Processing	We have enabled non-Visa debit transaction processing. This means you may use your Visa-branded debit card on a non-Visa debit network that typically authenticates transactions by use of a PIN but that is not known for having a card program (a "PIN-Debit Network") without using a PIN. The provisions of your agreement with us relating only to Visa transactions are not applicable to non-Visa transactions. For example, the additional limits on liability (sometimes referred to as

Debit Cards (continued)

Additional Information About Your Card (continued)

Non-Visa Debit Transaction Processing (continued)	Visa's Zero Liability Policy) and the streamlined error resolution procedures offered on Visa debit card transactions are not applicable to transactions processed on a PIN-Debit Network. Note that other agreements (for example, agreements with Visa) may also apply to your use of your debit card.
Visa's Zero Liability Policy	Under Visa's Zero Liability Policy (as may be modified from time to time by Visa), you may not be held responsible for unauthorized purchases using your Visa debit card, provided you exercised reasonable care in safeguarding your debit card from risk of loss or theft, and upon becoming aware, you promptly reported the loss or theft to us. To the extent permitted by law, we reasonably may determine that you failed to exercise reasonable care in safeguarding your debit card from risk of loss or theft if you do not report one (1) or more unauthorized card transactions to us within sixty (60) days of the date when the FIRST statement reflecting the transaction(s) was sent or otherwise made available to you.
Advisory Against Illegal Use	You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant, does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.
Canceling Your Card and Our Right to Refuse Transactions	We may cancel your card at any time without notice, and we may decide not to issue a card or replace your card. You may cancel your card by calling us at 800.330.9890; if you do, you agree to immediately destroy your cancelled card. If you cancel your card, you must pay for any card transactions made before the card is canceled. Additionally, we can refuse to authorize any transaction when your card has been reported lost or stolen or when we have reasonable belief there may be fraudulent, suspicious, or illegal activity. If you lock your card, we will stop authorizing one-time debit card transactions and ATM withdrawals, but we still may authorize recurring debit card transactions. Any card we issue to you will be unlocked when you activate it. See the Section titled "Card Safety Tips" directly below for ways to protect your card. Note that we may also restrict or cancel your card if we consider your account to be inactive or dormant.

Card Safety Tips

To help protect the safety of your card, we recommend the following:

Keep your card in a safe place	Contact us immediately at 800.330.9890 if you believe your card is lost or stolen
Memorize and do not write down your PIN on your card or otherwise	Do not make your PIN a number that is easy to identify (e.g., your birthday)
Change your PIN often	Review your account statements and report fraudulent transactions immediately
Do not provide your card number or PIN over the phone or Internet unless it's a trusted merchant	Make sure Internet transactions are secure and log off from websites after you make a purchase
Beware of skimming devices on ATM's or merchant card machines	Cover your PIN when you are entering it onto an ATM or merchant card machine
Be aware of your surroundings when withdrawing cash and avoid showing or counting cash at an ATM	If you notice suspicious activity surrounding an ATM do not use the ATM; cancel your transaction and walk away immediately
Call 911 immediately in the event of an emergency	Report any crime to the ATM operator

Note: We do not consider a card transaction "unauthorized" if you provide the card, card number, or other identifying information to another person. In addition, we do not consider a card transaction "unauthorized" if you expressly or implicitly give another person authority to perform one (1) or more transactions, and the person then exceeds that authority. We also may not consider a card transaction "unauthorized" if, for any other reason, we conclude that the facts and circumstances do not reasonably support a claim of unauthorized use.

Protecting Your Account and Your Information

Your Agreement to Help Prevent Unauthorized Transactions

To help you prevent fraud on your account, including preventing unauthorized transactions from your account, you agree to take reasonable steps to ensure the integrity of your account and items drawn on your account or deposited to it. We recommend, at a minimum, you take the following non-exhaustive preventive measures included in the table below to help protect your account from fraud:

Recommended Preventative Measures:

Reconcile your account statements when received and promptly notify us of any issues.	**If you don't receive an expected statement**, promptly notify us.
Don't provide your account and routing numbers credit or debit card numbers, or other confidential account or personal information (such as your debit card PIN, social security number, tax identification number (TIN), etc.) to unknown persons or any person who does not have authorization from you to conduct transactions on your behalf.	**Protect your checks from unauthorized use and theft**, including by keeping your checkbook in a safe and secure place at all times, using tamper resistant checks, destroying checks you don't intend to use, and not signing blank checks.
Only write checks to people and businesses you know. Fraud schemes often involve fraudsters trying to trick you into trusting them as a friend, family member, legitimate business, or government entity.	**Watch out for "red flags" of imposters impersonating vendors** (e.g., changing payment instructions.)
Be mindful of deposits you receive from unknown or unverified third parties. Illegitimate and illegal businesses may try to trick you into a "money mule scheme" by having you deposit and then transfer monies obtained through unlawful means by offering you a portion of the deposit.	**Write your checks in a secure manner** that prevents others from adding words or numbers, or making other changes, without your authorization.
Perform the measures listed in the Section titled "Card Safety Tips."	**Never share your password or other Online or Mobile Banking access credentials** (where applicable) with any third party, including other authorized users and representatives of Sunwest Bank. Neither we nor our service providers will contact you by telephone, email, or text message requesting your user ID, password, credit or debit card number, or debit card PIN.

We may also inform you of additional best practices and precautions reasonable to your circumstances to help prevent fraudulent transactions. **Failure to use such products, services, or best practices could substantially increase the likelihood of fraud.**

Managing and Maintaining Your Account

Statements and Notices	**We will make an account statement available monthly for checking and money market accounts. You will receive a quarterly statement for certain types of savings accounts until you first access your account by electronic funds transfer; thereafter, you will receive a monthly statement.** We will reflect the specific dates covered by your account statement on your statement. We will deliver either an electronic statement (i.e., an electronically delivered statement) or a paper statement by mail. If you receive paper statements, we will mail them through U.S. mail to the current address for you listed in our records. We may change your mailing address if we receive an address change notice. **It is important for you to ensure your address with us is correct**. For more information regarding how you can notify us of a postal or email address change, refer to the Section titled "Address Changes." Checking, money market, and savings statements generally are available through Online Banking and Mobile Banking, but you must enroll in those services to receive them, and additional terms and conditions may apply.

Managing and Maintaining Your Account (continued)

Statements and Notices (continued)	We may provide other notices regarding your account in the same manner. If you choose not to receive notices electronically, we will send notices through U.S. mail. If you choose to receive electronic notices, we will provide them electronically, although in some cases we may choose to send notices to you through U.S. mail. We have made your account statement available to you on the day your paper statement is mailed, or your electronic statement is available in Online Banking. You agree to this timing even if the current address or email address listed for you in our records is invalid. If you do not receive your statement, please call us at 800.330.9890. **Joint Accounts.** We will send notices and statements to the address the joint owners provided at account opening, unless otherwise instructed by any one (1) joint owner. You agree that the owner receiving notices and statements for jointly owned accounts is responsible for sharing statement and notice information with all other joint owners. Statements and some notices for joint accounts enrolled in Online Banking or Mobile Banking will be available to all joint owners who have properly enrolled in Online Banking or Mobile Banking.
Check Images	We do not return your paid checks to you. Instead, we send or make images of the checks available to you each month with your account statement. Your original checks are destroyed shortly after we process them, but we will maintain a record of them for several years. You can obtain copies of your checks by calling us at 800.330.9890 or visiting one of our banking offices. You may also access images of your paid checks via Online Banking or Mobile Banking if you enroll in those services. If for any reason we cannot provide a copy of your check, we won't be liable for more than the face amount of the check. We cannot provide originals or images of checks that we receive as electronic transfers. Additionally, other banks may send us electronic images instead of original checks. In that case, we may provide a copy of the image, but not the original check.
Address or Name Changes	You agree to promptly notify us of any change to your name, postal, or email address. We will change your postal or email address within a reasonable time after you request it. If you request we change your name, we may ask for additional documentation to verify your request. Unless you instruct otherwise, we may change the postal or electronic address only for the account(s) you specify or for all or some of your other account(s) with us. We may update your address in our records without a request from you if (1) we identify a need to rely on another address you have provided us; or (2) we receive an address change notice from the U.S. Postal Service, or information from another party in the business of providing correct address details, that does not match the address in our records for your account or card. To notify us of any address change you may contact us in the manner provided on the first page of this Agreement.
Account Statements or Notices Returned or Undeliverable	We will consider your account statements or notices as unclaimed or undeliverable if we receive notice that the mailing address or email address associated with your account is incorrect (for example, we receive notice from the U.S. Postal Service or a return email as undeliverable). We may discontinue sending account statements and notices and destroy account statements and notices returned to us as undeliverable. We will not attempt to re-deliver account statements and notices to you until you provide us with a valid postal or electronic address. We still make your account statements and notices available to you (*e.g.*, via Online Banking if you are enrolled or you can visit one of our banking offices) if we discontinue sending account statements and notices to the mailing address or email address associated with your account.

Your Responsibility to Review Account Statements and Notices and Notify Us of Errors

Review Your Account Statements	You agree that you are obligated to examine your account statements promptly and carefully as soon as we make them available to you and identify any unauthorized transactions or errors. You assume full responsibility for monitoring and reviewing the activity of your account. You agree to notify us immediately of any such unauthorized transactions or errors. If you fail to notify us promptly of an unauthorized transaction or error as described in this Agreement you will be responsible financially for those items unless the law dictates otherwise. You agree that thirty (30) days after we mail or otherwise make your statement available to you is a reasonable amount of time for you to review your account statements and report any unauthorized check(s) or other error(s). If you do not comply with this timeframe, you agree we are not required to reimburse you for any claimed loss. In addition, you agree not to assert a claim against us concerning any unauthorized check(s) or other error(s) shown on your account statement unless you notified us of the unauthorized check(s) or other error(s) within thirty (30) days after we have mailed or otherwise made your statement available to you. This means, for example, that you cannot bring a lawsuit against us, even if we are at fault, for paying checks bearing a forgery of your signature unless you reported the forgery within thirty (30) days after we mailed or otherwise made available the statement listing the check we paid.
Notify Us of Unauthorized Checks or Check Errors	For us to consider reimbursing you for unauthorized checks drawn on your account or other check errors you must: • **Notify us as soon as possible and within thirty (30) days after we make a statement available to you of any unauthorized check or other error. Note**: if the same person has made two (2) or more unauthorized transactions and you fail to notify us of the first one within this 30-day period, we will not be responsible for unauthorized transactions made by the same wrongdoer. • **Notify us as soon as possible and within one hundred eighty (180) days after we make a statement available to you if you identify any unauthorized, missing or altered endorsement on the back side of your check.** Please note that this timeframe only applies to unauthorized, missing or altered endorsement on the back side of your check.
Notify Us of Other Errors	You must notify us within thirty (30) days after we mail or otherwise make your statement available to you if: • There is an inaccurate or unauthorized teller transaction or other unauthorized transaction; • Your account statement contains any errors; or • You did not receive your account statement. If you do not comply with these requirements, you agree we are not required to reimburse you for any claimed loss, and you cannot assert a claim against us in any way related to the errors.
Other Transaction Types	The transactions covered by this subsection do not apply to account transactions addressed by the Section titled “Electronic Fund Transfer Services - Your Rights and Liabilities.” You also have certain rights under federal law for substitute checks; please refer to the Section titled “Substitute Checks and Your Rights” for more information.
Unauthorized Transactions: How to Notify Us	An “unauthorized transaction” is a transaction that is missing a required signature or other evidence showing you have authorized it, or is altered (*e.g.*, the amount of a check or the payee name is changed). You can notify us of unauthorized transactions on your account statements by promptly calling the telephone number listed on your account statement or in a notice or submitting a written report (if instructed by us), as soon as possible, but in any event within the specified time frames. When you report an unauthorized transaction, we investigate any reports of unauthorized activity on your account. After you submit a claim, we may require you to complete and return the claim form and any other documents we require, notify law enforcement, and cooperate fully with us in our investigation. We cannot reverse any debit made to your account resulting from a claim of an

Your Responsibility to Review Account Statements and Notices and Notify Us of Errors (continued)

Unauthorized Transactions: How to Notify Us (continued)	unauthorized transaction if you do not cooperate fully with us in our investigation or recovery efforts, or if we determine you authorized the transaction.
Dormant Accounts and Escheatment	**Dormant Accounts.** Generally, we consider an account with a positive balance dormant if you do not initiate customer-initiated financial activity for a period of eighteen (18) months for checking account types and twenty-four (24) months for savings account types. For security reasons, we may refuse a withdrawal or transfer on a dormant account if we can't reach you to confirm the transaction as valid. To avoid dormancy, simply initiate a transaction on your account (*e.g.*, depositing or withdrawing funds at a banking office or ATM, or writing a check from the account). One-time and recurring automatic transactions, such as preauthorized transfers, payments, and electronic deposits (including direct deposits), do not prevent the account from becoming dormant, unless otherwise specified by applicable law. **Escheatment.** Once your account becomes and remains dormant for a period of time specified by the unclaimed property laws of the state of your last known address as reflected in our records, your account will be considered abandoned and will "escheat" to that state. This means that if you do not contact us about your dormant account or initiate an account-related activity within the period specified by applicable state unclaimed property laws (generally, three (3) or five (5) years), we will close your account and deliver your account funds to that state. This process is known as escheatment. Escheatment is governed by the unclaimed property laws of the state of your last known address, regardless of the governing law provision of this Agreement. Funds that cannot be returned or transferred may be considered abandoned under state law, and each state has laws that govern when we are required to send a customer's funds to the state. **Fees**. Unless otherwise prohibited by applicable law, a dormant account will continue to be charged a normal monthly service fees and other fees will continue to apply through the dormancy period.
Account Disputes	An account dispute or adverse claim occurs when: (1) there is a controversy, dispute, or uncertainty regarding the ownership of your account or the funds in your account; (2) a person or entity makes a conflicting demand over the account's ownership or control; or (3) we are unable to determine any person's authority to give us instructions. In any of these cases, we may take the following actions without any liability to you: • continue to rely on the documents we have on file for your account; • honor the claim against your account ownership or funds if we are satisfied the claim is valid; • place a hold on all or a part of the funds in your account until we believe the dispute is resolved to our satisfaction (and we may further require all parties to the dispute to provide us with written agreement that the dispute has been resolved); • close your account and send you a check or other item for the available balance in your account payable to you or to you and each person or entity who has made a claim to the funds; or • pay the funds into an appropriate court and/or petition the court to resolve the dispute. However, our rights above do not impose an obligation on us to assert these rights or deny any transaction. You agree that we are not responsible for any damages you may suffer as a result of our refusal to allow you or anyone else to withdraw funds from your account due to a dispute or adverse claim regarding your account or allowing an existing owner or authorized signer of the account to continue to conduct transactions on the account during the dispute or adverse claim. You agree that you are liable, and we may charge any account you have with us, for our fees and expenses in taking any of the actions above (including our attorneys' fees, expenses, and court costs).

Your Responsibility to Review Account Statements and Notices and Notify Us of Errors (continued)

Restricting Access to Your Account	If we suspect any suspicious, irregular, fraudulent, unauthorized, or unlawful activities, we can prevent, delay, or decline transactions, freeze all or some of the funds in any account with us that you keep or control, and otherwise restrict access to your account. We may notify all owners and authorized signers on your account about these types of activities and our actions, unless otherwise prohibited by applicable law. With your consent, or if permitted by applicable law, we also may notify certain non-account owners about the events that have created our concerns about these activities. We may continue to delay transactions or freeze funds for these types of activities until (i) our concerns about the activities are resolved to our satisfaction, (ii) the time frame set forth in applicable law, or (iii) we receive a court order that provides us direction. Unless otherwise required by applicable law to take any of the above actions, we may take these actions in our sole discretion and without liability to you. If a state or federal agency requests us to restrict funds in your accounts, we will comply with their request as permitted under applicable law, and we may notify you, unless otherwise prohibited by applicable law. If we suspect an owner is a victim of elder or vulnerable adult exploitation, we may file a report with the appropriate investigative agenc(ies) as provided for by applicable law.
Closing Your Account	Either you or we may close your account at any time for any reason or no reason without prior notice. When you close your account, you are responsible for ensuring that there are no outstanding transactions for your account. We are not required to close your account at your request if you have pending transactions, the account is overdrawn, your account is subject to legal process (such as a garnishment, attachment, execution, or levy) or any type of holds (such as a collateral hold, decedent hold or deposit hold). In those cases, we will limit the types of transactions that you can make until pending transactions are paid or returned, the balance is no longer negative, and any legal restriction/hold has been released. Upon our decision, or at your request, to close your account, we will take the following actions: • We will stop paying any accrued or future interest on the account; • We will remove any Overdraft Services; and • We will deactivate all debit cards and de-link any accounts connected to your account through the Overdraft Account Transfer service. We may also close your account if the account balance is zero or negative. We may send you written notice that we have closed or will close your account and return the balance either personally or by mail to your address on file with us, less any fees, claims, setoffs, or other amounts. We may impose a charge on certain accounts if they are closed within the first 90 days. (See Personal Account Services Schedule of Charges.) After your account is closed, we have no obligation to accept deposits or pay any outstanding checks, but we may reopen your account if we receive a deposit. We will have no liability for refusing to honor any check drawn on a closed account. We may advise consumer reporting agencies of accounts closed for misuse, such as overdrafts. This Agreement continues to apply to your account and issues related to your account even after it closes.

Funds Transfer Service Terms

The following provisions are in addition to, and not in place of, any other agreements you have with us regarding funds transfers to and from your account. The terms "funds transfer," "funds transfer system," "payment order," and "beneficiary," as used in this Agreement, are defined in Article 4A of the Uniform Commercial Code ("Article 4A"), as adopted by the state whose laws govern your account. As used in these provisions, a funds transfer does not include a transaction made using a Sunwest Bank issued card. For information regarding a transaction using a Sunwest Bank issued card, refer to the Section titled "Debit Cards."

Examples of funds transfers covered by these provisions are ACH transactions and wire transfers (whether outgoing or incoming, international or domestic). Some transfers referenced in this section may also be electronic fund transfers subject to Regulation E. If the transfer is governed by Regulation E, (for example, a consumer wire transfer sent outside the United States), the provisions of the Section titled "Electronic Fund Transfer Services - Your Rights and Liabilities" control in the event of conflict with this Section. Specifically, please review the Section titled "Electronic Fund Transfer Services - Your Rights and Liabilities" for rights that you have regarding unauthorized transfers governed by Regulation E.

Rules of Funds Transfer Systems	Funds transfers to or from your account will be governed by the rules of the funds transfer system(s) through which the transfers are made ("system rules"), including Fedwire, the National Automated Clearing House Association ("NACHA"), the Electronic Check Clearing House Organization ("ECCHO"), any regional association (each an Automated Clearing House or "ACH"), the Society for Worldwide Interbank Financial Telecommunication ("SWIFT") the FedNow payments system ("FedNow"), or other funds transfer system. We are under no obligation to honor, in whole or in part, any payment order or other instruction that could result in our contravention of applicable law, including, without limitation, requirements of the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") and the Financial Crimes Enforcement Network ("FinCEN").
Means of Transmission	When acting upon your transfer instructions, we may use any means of transmission, funds transfer system, clearing house, or intermediary bank that we reasonably select. Based on the chosen means of transmission, we may require additional documentation from you to complete the transfer and additional terms and conditions may apply.
Notice of Funds Transfers	We will notify you of funds electronically debited from or credited to your account through the account statement covering the period in which the transaction occurred. Unless required by law, we're under no obligation to provide you with any additional notice or receipt. You may call your local banking office or contact us at 800.330.9890 to determine if a transfer has been credited to your account.
Reliance on Identification Numbers	If an instruction or order to transfer funds describes the party to receive payment inconsistently by name and account number, **you understand and agree that we will rely on the beneficiary account number, even if the name of the accountholder or account number identifies a party different from the named recipient.** If an instruction or order to transfer funds describes a participating financial institution inconsistently by name and identification number, the identification number may be relied on as the proper identification of the financial institution.
Erroneous Payment Orders	**You could lose funds if you provide incomplete or inaccurate information in your payment orders**. We have no obligation to detect errors you make in payment orders (for example, paying the wrong person or the wrong amount). Just because we detect an error once, we won't be obligated to detect future errors. **We will rely on the beneficiary account number and beneficiary bank identification number** (e.g., IBAN [International Bank Account Number], RTN [Routing Transit Number] or SWIFT BIC [Business Identifier Code]) you provide with an instruction or order.
Your Duty to Report Unauthorized or Erroneous Funds Transfers	You will exercise ordinary care to determine whether a funds transfer to or from your account was either not authorized or erroneous. For transactions covered by Regulation E, you must tell us about an unauthorized or erroneous funds transfer no later than sixty (60) days after the earlier of the date we tell you that your funds transfer has been executed, the date we tell you that your account has been debited to pay for such funds transfer, and the date we send to you the FIRST account statement on which such funds transfer appears. For transactions not covered by Regulation E, see Section titled "Review Your Account Statements" above. If you fail to notify us within such time period, and we are required by law to refund to you all or part of the payment

Funds Transfer Service Terms (continued)

Your Duty to Report Unauthorized or Erroneous Funds Transfers (continued)	which you made, we will not pay interest to you on the amount refunded unless we are required to do so by applicable law. Please provide us with the following: • Your name and account number; • A description of the error or the funds transfer you are unsure about, and why you think it is an error or want more information; and • The dollar amount of the suspected error.
ACH Transactions	Under the ACH Rules, we can seek the return of an unauthorized consumer ACH debit entry until midnight of the 60th calendar day following the business day we posted the ACH debit entry to your account. **In order to make sure we can meet this return deadline, you must notify us no later than fifteen (15) days after we send or otherwise make available to you your account statement that reflects the unauthorized transaction.** This right of return is in addition to your rights described in the Section titled "Electronic Fund Transfer Services – Your Rights and Liabilities." These additional terms apply to payments to or from your account that you transmit through ACH: • Your rights as to payments to or from your account will be based on the state laws governing your account. • When we credit your account for an ACH payment, the payment is provisional until we receive final settlement through a Federal Reserve Bank or otherwise receive payment. If we do not receive final settlement or payment, we're entitled to a refund from you for the amount credited to your account. • Any Originating Depository Financial Institution may initiate, pursuant to ACH Operating Rules, ACH debit entries to your account for presentment or re-presentment of items you write or authorize.
Transactions Not Covered by Reg E	For purchases and other transactions in consumer accounts not governed by Regulation E, you are liable for all losses relating to unauthorized funds transfers that do not result solely from our negligence or intentional misconduct, unless the applicable law governing your account require lesser liability.
International Wire Transfers	**Outgoing International Wire Transfers (Remittances)**. Remittances are transfers sent outside of the United States that are initiated by consumers primarily for personal, family or household purposes are governed by federal law that may provide certain rights and obligations that differ from the rights and obligations that apply to other types of payment orders. Each time you initiate a remittance transfer, you may receive additional disclosures outlining additional rights, as required by federal law. **Incoming International Wire Transfers.** Incoming wire transfers received in a foreign currency for payment into your account will be converted into U.S. dollars using the applicable exchange rate without prior notice to you.
Funds Transfer Security Procedure: Limitation of Liability	You agree that we will follow a commercially reasonable security procedure of our choice to verify the authenticity of an instruction we receive to send a funds transfer from your account. The security procedure may vary depending on whether we receive the instruction in person, by phone, or via Online Banking. If we offer, but you decline, an optional security procedure that is commercially reasonable, then you agree that the security procedure chosen to verify the payment order is commercially reasonable for your transaction. You agree to be bound by any funds transfer request that we receive and verify following a commercially reasonable security procedure, even if the payment order was not authorized by you, and you agree to indemnify and hold us harmless against any and all claims, causes of action, damages, expenses (including reasonable attorneys' fees and other legal expenses), liabilities and other losses arising from or in connection with the funds transfer services provided us under this Section. You may find more details about the security procedures in the applicable funds transfer agreement, our Online Banking Agreement, or other similar agreement between you and us.

Funds Transfer Service Terms (continued)

Funds Transfer Security Procedure: Limitation of Liability (continued)	Any liability we may have under this Section for damages or losses you incur in connection with the funds transfer shall be limited to a refund to you of (i) the funds transferred (less any portion of the funds transferred which are received by you or applied for your benefit) and (ii) our charges relating to the funds transfer. Any rate of interest which we may be obligated to pay as a penalty under Regulation J or Article 4A shall be equal to the rate paid on the account from which the funds transfer should have occurred or to which the proceeds of the funds transfer were or should have been deposited, whichever is lower. Our liability is limited to the payment of this interest. You agree that under no circumstances will the Bank be liable for any indirect, incidental, consequential, remote, or special losses or damages, including attorney's fees and costs. The foregoing limited liability and indemnity will not apply if and to the extent expressly prohibited or restricted by the state laws governing you or your account.
Rejecting a Funds Transfer Request	We may reject a funds transfer request without any liability to you. Some examples may include if: • you do not have enough available funds in your account for the funds transfer and applicable fees; • we are unable to verify a payment order or person requesting the funds transfer; or • we are unable to complete the request for any other reason. If required by law, we will notify you of our decision to reject the request.

Other Service Types and Limitations

Telephone Banking Services	You may call our automated telephone banking service at 800.330.9890 to get information about your account balances and certain account transactions or transfer funds between your Sunwest Bank accounts. To use telephone banking services, a valid telephone banking PIN is required for authentication. If you do not have a telephone banking PIN, we'll ask you for information to authenticate your identity. We may comply with any request of a caller using our telephone banking services, provided we authenticate the caller in compliance with one of the identity verification procedures described in this paragraph. Note that unless otherwise required by law or we have otherwise agreed in writing, we are not required to act on instructions you give us via facsimile transmission, mail, or email, or if you leave us a voicemail on a telephone answering machine. Additionally, we may not review your message until the business day after its receipt; therefore, it may not be appropriate to use these methods of communication if you need to reach us with time-sensitive information.
Online Banking and Mobile Banking Services	You may use sunwestbank.com or the Sunwest Bank mobile application using your login credentials, to view your account information, make deposits (mobile application only), transfer funds between your Sunwest Bank accounts, pay qualifying Sunwest Bank loans, or make payments from your account to third parties. Enroll for these services by visiting one of our banking offices or by calling 800.330.9890. **You must agree to the additional disclosures and specific terms for using these services when you enroll.**

Electronic Fund Transfer Services - Your Rights and Liabilities

General Rules	The following provisions apply to electronic fund transfers to or from your consumer deposit account that are governed by Regulation E, Subpart A. Indicated below are examples of the types of electronic fund transfers we are capable of handling, some of which may not apply to your account. Some of these services may be governed by separate agreements we give to you at the time your card is mailed, or you sign up for the service (e.g., debit cards, Online Banking, and Mobile Banking). This regulation applies to transactions you can perform using your card to access your account, such as purchases and ATM transactions. Regulation E also applies to other types of electronic fund transfers you can make from or to your account such as payments made

Electronic Fund Transfer Services - Your Rights and Liabilities (continued)

General Rules (continued)	using Bill Pay, and the direct deposit of your paycheck into your account. Regulation E sets forth the basic rights, liabilities, and responsibilities of consumers who use electronic fund transfers and of the banks or other persons who offer these services. It includes the actions you need to take if you believe your card, your card number, your PIN, or other access device has been lost or stolen, or if you notice an error or unauthorized electronic fund transfer on your account and the rules regarding your potential liability for these transfers. Your responsibilities and protections under Regulation E are described in more detail below. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference. For unauthorized card transactions, in addition to the rights you have under Regulation E, Visa's Zero Liability Policy provides you with added protection from liability. For details, see the Subsection titled "Visa Zero Liability Policy." **Note:** These provisions do not apply to wire transfers or remittance transfers (e.g., consumer-initiated international wire transfers) or to electronic fund transfers in accounts held by us under a bona fide trust agreement. Remittance transfers you send through us are governed by a separate agreement you enter when you sign up for the service or send the remittance transfer. Refer to the Section "Wire Transfers."

The following table describes the types of transactions to which Regulation E applies:

Type of Electronic Funds Transfer (EFT)	Description of EFT	Transaction Covered by Regulation E
Debit Card Transactions	Use your debit card to make purchases, withdrawals, payments, transfers, and other transactions as described above in the "Debit Cards" Section of this Agreement above.	Yes
Preauthorized Credits	You may make arrangements for certain direct deposits to be accepted into your account, such as payroll or benefit payments.	Yes
Preauthorized Payments	You may make arrangements to pay certain one-time or recurring bills from your account.	Yes
Electronic Check Conversion	You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.	Yes
Sunwest Bank Telephone Transfers	You may use our automated customer service system or speak to us to get your account information, transfer funds between your accounts with us, or pay qualifying Sunwest Bank loans or credit cards.	Yes

Consumer Liability	Tell us **AT ONCE** if you believe your card and/or code or PIN (Personal Identification Number) 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). If you tell us within two (2) business days after you learn of the loss or theft of your card and/or code, you can lose no more than $50 if someone used your card and/or code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as $500.

Electronic Fund Transfer Services - Your Rights and Liabilities (continued)

Consumer Liability (continued)	If your statement shows transfers that 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 sent or otherwise made available to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. **Additional Limit on Liability for Sunwest Bank Debit Card.** Unless you have been negligent or have engaged in fraud, you may not be liable for any unauthorized transactions using your lost or stolen Sunwest Bank Debit Card. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, or to transactions using your PIN which are not processed by Visa. Refer to the Subsection titled "Visa Zero Liability Policy" for more information. **Contact in Event of Unauthorized Transfer**. If you believe your card and/or code has been lost or stolen, call us immediately at 800.330.9890. You should also call us if you believe a transfer has been made using the information from your check without your permission. See the Section titled "Error Resolution Notice" for additional information. **Business Days.** For purposes of these disclosures, our business days are Monday through Friday, excluding Federal Holidays.
Fees	We do not charge for direct deposits to any type of account. Please refer to our Fee Schedule for foreign ATM (an ATM not owned by us) transaction fees.
Confidentiality	We will disclose information to third parties about your account or the transfers you make: 1) where it is necessary for completing transfers; 2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; 3) in order to comply with government agency or court orders; or 4) if you give us your written permission. Refer to our privacy notice, applicable to consumer accounts for further details.
Documentation	**Terminal Transfers.** You can get a receipt at the time you make a transfer to or from your account using one of our automated teller machines or at point-of-sale terminals. However, you may not get a receipt if the amount of the transfer is $15 or less. **Preauthorized Credits.** If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us at 800.330.9890 to find out whether or not the deposit has been made. **Periodic Statements.** You will receive a monthly account statement for your checking or money market account that provides date and dollar amount for each telephone transfer. You will receive a quarterly account statement for your savings account, however, if you perform an electronic fund transfer you will receive an account statement for the month the transaction was posted to your account.
Preauthorized Payments	**Right to Stop Payment and Procedure for Doing So.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: Call us at 800.330.9890 or write us at address listed in the Section titled "Error Resolution Notice" below in time for us to receive your request three (3) business days or more before you are scheduled to make the payment. If you call, we may also ask you to put your request in writing and get it to us within fourteen (14) days after you call. Please refer to our Fee Schedule for stop payment order fees. **Notice of Varying Amounts.** If these payments vary in amount we will tell you ten (10) days before

Electronic Fund Transfer Services - Your Rights and Liabilities (continued)

Preauthorized Payments (continued)	each payment date the payment amount. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.) **Liability for Failure to Stop Payment of Preauthorized Payment**. If you order us to stop one of these payments three (3) business days or more before the scheduled payment date, and we do not do so, we will be liable for your losses or damages.
Our Liability	If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance: 1) If, through no fault of ours, you do not have enough money in your account to make the transfer. 2) If you have an Overdraft Line of Credit and the transfer would go over the credit limit. 3) If the ATM where you are making the transfer does not have enough cash. 4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer. 5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken. 6) There may be other exceptions stated in our Agreement with you.
Error Resolution Notice for Electronic Transfers	Call or write us immediately at the telephone number or address listed in this disclosure if you think there is an error on your statement or receipt related to an electronic transfer. You can also call or write us if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared: • tell us your name and account number (if any); • describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and • tell us the dollar amount of the suspected error. If you tell us orally, we may ask that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days (five (5) business days for Sunwest Bank Debit Card point-of-sale transactions processed by Visa and twenty (20) business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (five (5) business days for Sunwest Bank Debit Card point-of-sale transactions processed by Visa and twenty (20) business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. We consider your account a new account for the first thirty (30) days after the first deposit is made, unless each of you already has an established account with us before this account is opened. We will tell you the results within three (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. <u>CONTACT INFORMATION:</u> Sunwest Bank Customer Service 660 E. Watertower St. Meridian, Idaho 83642 Phone: 800.330.9890

Substitute Checks and Your Rights

What is a Substitute Check?	To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to 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. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.
What are Your Rights Regarding Substitute Checks?	In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew funds from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees). The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You are also entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law. If you use this procedure, you may receive up to $2,500 of your refund (plus interest if your account earns interest) within ten (10) business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than forty-five (45) calendar days after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.
How Do You Make a Claim for a Refund?	If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please call us at 800.330.9890. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances. If you make the claim orally, we may require that you send your claim in writing within ten (10) business days. Your claim must include: • A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect); • An estimate of the amount of your loss; • An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and • A copy of the substitute check and/or the following information to help us identify the substitute check: check number, the name of the person to whom you wrote the check, the amount of the check and the date posted on your statement.

Resolving Disputes, Waiver of Jury Trial and Class and Representative Actions

As used in this Section, a "claim" or "dispute" means any claim, cause of action, proceeding, or any other dispute between you, on the one hand, and us, our respective parents, subsidiaries, affiliates, agents, employees, predecessors-in-interest, personal representatives, heirs and/or successors, and assigns, on the other hand, including all questions of law or fact related thereto.

If you have a dispute with us, we hope to resolve it as quickly and easily as possible. First, we encourage you to discuss your dispute with a banker. If your banker is unable to resolve your dispute, you agree that either you or we may take any action allowed under the law.

Resolving Disputes, Waiver of Jury Trial and Class and Representative Actions (continued)

Binding Arbitration	Either you or we may elect to resolve any claim or dispute between us through binding arbitration, rather than in court, by notifying the other party in writing. If either party elects arbitration, neither party will have the right to litigate that claim or dispute in court or to have a jury trial on that claim or dispute. Discovery rights and appeal rights will be limited as provided by the applicable arbitration rules. Either party may elect arbitration at any time, even if a lawsuit has already been filed, unless trial has begun or a final judgment has been entered. Any arbitration will be administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules then in effect, and conducted by a single arbitrator selected in accordance with those rules. For claims seeking $25,000 or less, the arbitration will take place, at your election, in the county of your residence, in Salt Lake County, Utah, or by telephone, videoconference, or written submissions. For claims seeking more than $25,000, the arbitration will take place in Salt Lake County, Utah, unless the parties agree to a different location or to proceedings conducted by telephone, videoconference, or written submissions. The arbitrator will apply the substantive law that would apply in a court proceeding under this Agreement, consistent with the Federal Arbitration Act (9 U.S.C. §§ 1-16), and will honor claims of privilege recognized at law. The arbitrator's award will be final and binding, and judgment on the award may be entered in any court of competent jurisdiction.
Exceptions to Arbitration	Notwithstanding the foregoing, the following claims and actions are not subject to binding arbitration under this provision: (a) any action by the Bank to collect amounts you owe, including overdrafts, fees, and amounts due under any loan or credit agreement; (b) the Bank's exercise of its right of setoff or enforcement of its security interest as described in this Agreement; (c) any action by either party seeking injunctive or other equitable relief in a court of competent jurisdiction to prevent irreparable harm or to preserve the status quo pending arbitration; (d) any individual action brought by either party in a small claims court of competent jurisdiction for disputes within that court's jurisdictional limits, provided the action remains in small claims court and is not transferred, removed, or appealed to a different court; and (e) any claim that applicable law prohibits from being submitted to binding arbitration.
Delegation	Any dispute about whether a particular claim or dispute is subject to arbitration, including disputes about the formation, enforceability, revocability, scope, or validity of this arbitration provision, will be decided by a court of competent jurisdiction.
Arbitration Fees and Costs	Each party will bear its own attorneys' fees and costs in arbitration, unless the arbitrator awards fees and costs to the prevailing party or applicable law requires otherwise.
Class Action Waiver in Arbitration	All arbitration proceedings will be conducted on an individual basis only. Neither you nor we may bring a claim in arbitration as a plaintiff or class member in a class, consolidated, or representative action. The arbitrator may not consolidate more than one person's claims and may not preside over any form of a class, consolidated, or representative proceeding. If this class action waiver in arbitration is found to be unenforceable with respect to a particular claim, then that claim (and only that claim) must be severed from the arbitration and brought in a court of competent jurisdiction; all remaining claims will continue in arbitration.
Opt-Out Right	You may opt out of this arbitration provision by sending written notice to Sunwest Bank at the address listed in the "Contact Us" section of this Agreement within sixty (60) days of the date you open your account or the effective date of this Agreement, whichever is later. Your opt-out notice must include your name, address, account number, and a clear statement that you wish to opt out of the arbitration provision. If you opt out, all other provisions of this Agreement will continue to apply, including the Waiver of Jury Trial and the Waiver of Class and Representative Actions. Opting out will not affect any other rights or obligations under this Agreement.
Severability of Arbitration Provision	If any portion of this arbitration provision is found to be unenforceable, the remaining portions will continue in full force and effect. If the arbitration provision is found to be unenforceable in its entirety, the Waiver of Jury Trial and Waiver of Class and Representative Actions provisions of this Agreement will remain in full force and effect.

Resolving Disputes, Waiver of Jury Trial and Class and Representative Actions (continued)

Waiver of Jury Trial in Litigation	**IN THE CASE OF LITIGATION BETWEEN US, YOU AND WE EACH AGREE TO WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW.**
Waiver of Class and Representative Actions	**WITH RESPECT TO CLAIMS OR DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT AND/OR OUR PROVISION OF PRODUCTS OR SERVICES RELATED TO YOUR ACCOUNT, WHETHER IN COURT, IN ARBITRATION, OR IN ANY OTHER PROCEEDING, NEITHER THE BANK NOR YOU WILL BE ENTITLED TO PARTICIPATE IN, JOIN, OR CONSOLIDATE CLAIMS OR DISPUTES BY OR AGAINST OTHERS AS A REPRESENTATIVE OR MEMBER OF A CLASS, TO ACT IN ANY ARBITRATION OR LITIGATION IN THE INTERESTS OF THE GENERAL PUBLIC, OR TO ACT AS A PRIVATE ATTORNEY GENERAL.**

Other Important Legal Terms Regarding Your Account

Rules Governing Your Account	This Agreement, all accounts and services provided to you, and any dispute relating to those accounts and services, are governed by federal law and, to the extent not superseded by federal law, the laws of the State of Utah, without regard to conflict of law principles. To the extent required by applicable law, mandatory, non-waivable laws of the state in which you are located may also apply. If we provide you with a State-Specific Addendum, the terms of that addendum are incorporated into and form part of this Agreement.
Location of Claims and Disputes	Unless prohibited by applicable law, any lawsuit, claim, or other proceeding arising out of or relating to your account or this Agreement shall be brought in the state or federal courts located in the State of Utah; provided, however, that for claims seeking $25,000 or less, you may bring the action in a court of competent jurisdiction in the state of your residence. Each party waives any objection to venue or jurisdiction in such courts.
Amendments to this Agreement	**We reserve the right to change the terms of this Agreement or change the terms of your account at any time.** We will give you notice of the change as we determine is appropriate, such as by statement message or enclosure, letter, or as posted in one of our banking offices, and as required under applicable law. Where applicable law permits, we may notify you of the changes by posting a new version of this Agreement online (such as posting the Agreement on our website or making it available in Online Banking), emailing the new version of this Agreement to you, or by making the new version available in one of our banking offices. Your continued use of the account following the effective date of any such change indicates your consent and agreement to be bound by this Agreement, as amended. If you would like a copy of our Agreement or have questions, please call us at 800.330.9890 or visit one of our banking offices.
Limitation of Liability	Any provision of this Agreement that limits the Bank's liability does not negate the Bank's duty (if any) under applicable law to act in good faith and with reasonable care. If any provision of this Agreement is determined to limit the Bank's liability in a way prohibited by applicable law, we will nevertheless enforce the provision to the fullest extent permitted under that law. We will not be liable for anything we do when following your instructions. In addition, we will not be liable if we do not follow your instructions if we reasonably believe that your instructions would expose us to potential loss or civil or criminal liability, or conflict with customary banking practices. WE WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE FORM OF ACTION AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF WE FAIL TO STOP PAYMENT ON AN ITEM, OR PAY AN ITEM BEARING AN UNAUTHORIZED SIGNATURE, FORGED SIGNATURE, OR FORGED ENDORSEMENT OR ALTERATION, OUR LIABILITY, IF ANY, WILL BE LIMITED TO THE FACE AMOUNT OF THE ITEM. If this Agreement conflicts with any statements made by one of our employees or by our affiliates' employees, this Agreement will govern.
Disclaimer of Warranties	**EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ALL SERVICES AND PRODUCTS PROVIDED IN CONNECTION WITH YOUR ACCOUNT ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.**

Other Important Legal Terms Regarding Your Account (continued)

Indemnity	**Indemnity in General.** You agree to indemnify, and hold us harmless from and against, any and all losses, liabilities, penalties, damages, costs, expenses (including, but not limited to, attorneys' fees and court costs) or other harm or injury that we may incur as a result of any claim asserted against us by any third party arising out of any action at any time taken or omitted to be taken by (i) you under or in connection with this Agreement, including, but not limited to, your failure to observe and perform properly each and every obligation in accordance with this Agreement and any other agreement which you enter into with us; or (ii) us in reliance upon any certification, evidence of authority, or other document or notice given or purporting to have been given by you to us, or any information or order which you provide to us. This indemnification does not apply to claims that you may assert against us, or to any amounts we are obligated to pay you under the terms of this Agreement or applicable law. **Your Instructions to Us**. Without limiting the above, if you give us instructions which we believe may expose us to potential liability, we may refuse to follow your instructions. If we decide to follow your instructions, you agree to indemnify us against all losses, costs, attorneys' fees, and any other liabilities we incur. In addition, we may ask you for certain protections, such as a surety bond or your indemnity in a form satisfactory to us.
Restricting your Account; Blocking or Delaying Transactions	There are many reasons we may decline or prevent transactions to or from your account or otherwise restrict your account, but we generally do it to protect you or us, or to comply with legal requirements or legal process. You acknowledge and agree that we may decline or prevent any or all transactions to or from your account, including refusing, freezing, placing a temporary hold, reversing or delaying any specific withdrawal, payment or transfer of funds to or from your account, or removing funds from your account to hold them pending investigation, including in one or more of the following circumstances: • your account is involved in any legal or administrative proceeding (see also the Section titled "Legal Process" for additional terms); • we receive conflicting information or instructions regarding account ownership, control, funds, or activity (see also the Section titled "Account Disputes" for additional terms); • we suspect that you may be the victim of a fraud, scam, or financial exploitation, even though you have authorized the transaction(s) (see also the Section titled "Restricting Access to Your Account" for additional terms); • we suspect that any transaction may involve illegal activity or may be fraudulent (see also the Section titled "Restricting Access to Your Account" for additional terms); • we are complying in our sole discretion with any federal, state, or local law, rule, or regulation, including federal asset control and sanction rules and anti-money laundering rules, or with our policies adopted to ensure that we comply with those laws, rules or regulations; or • we reasonably believe that doing so is necessary to avoid a loss or reduce risk to us. We also may limit cash deposits to, or withdrawals from, your account (or all of your accounts collectively) in a single transaction or total withdrawals or deposits during any period of time, or who may make deposits, in order to reduce risk and/or enhance our efforts to comply with applicable law. We may assign and transfer your account information and documentation to a replacement account number at our discretion and without notice to you. We may make this assignment when we deem necessary to avoid disruptions, including when your account is reported compromised by you or any signer. If we issue you a replacement account number, this Agreement will continue to govern you and your account, without interruption, as if you retained the discontinued account number. We will have no liability for any action we take under this Section and/or related Sections, and we may take such action without advance notice.
Legal Process	Legal process includes any levy, garnishment or attachment, tax levy or withholding order, injunction, restraining order, subpoena, search warrant, government agency request for information, forfeiture or seizure, and other legal process relating to your account. We may accept and act on any legal process we believe (correctly or otherwise) to be valid regardless of how and where it is served, including if process is served in locations, states, or jurisdictions other than where the account was opened or where the account, property, or records are located. Further, you agree that we may honor legal process that is served personally, by mail, or facsimile or other electronic means at any of our offices, even if the applicable law requires personal delivery at the office where your account or records are maintained. We may, but are not required to, provide notice to you of legal process relating to your accounts (noting that, in some cases, we may be prohibited from providing you with notice of legal process). We may comply with legal process even though it affects the interests of only one authorized signer.

Other Important Legal Terms Regarding Your Account (continued)

Legal Process (continued)	Regardless of any action we take, we are not waiving any rights of exemption you may have under any federal or state laws. You are responsible for invoking any exemption rights not otherwise asserted on your behalf. You acknowledge that accounts opened with trust or fiduciary designations (*e.g.*, "John Doe – ITF Jane Doe") may be subject to levies and other legal process against your records unless our records clearly reflect the existence of an express written trust or court order. Any fees, expenses (including attorneys' fees and expenses), or losses we incur as a result of responding to legal process related to your account are your responsibility. We may charge these costs to any account you maintain with us. We may not pay interest on any funds we hold or set aside in response to legal process.
Your Obligation to Pay Our Fees	We are permitted to either directly debit your accounts or bill you for our fees, expenses and taxes incurred in connection with your account and any service. If the available funds in your account are not sufficient to cover the debit, you acknowledge that this may cause your account balance to become negative.
Setoff and Security Interest	If you owe a debt to us or any of our affiliates (either now or in the future) that is due or overdue, you grant us a right of setoff to, and a security interest in, all of your accounts to secure the debt and, as a consequence, we may use funds in any of your accounts to pay all or part of that debt. The debts you owe to us may include, but are not limited to, (1) obligations under promissory notes, this Agreement, and other agreements; (2) obligations under guarantees and endorsements; and (3) fees, service charges and overdrafts incurred on any account you hold with us. Our security interest will be governed by Article 9 of the Uniform Commercial Code in effect from time to time in the state where your account is located as described in this Agreement. We do not have to give you any prior demand or notice to apply the funds except as required by law. To the extent permitted by applicable law, our rights under this Section extend to any federal or state benefit payments (including Social Security benefits) deposited to your account. If you wish to prevent our exercise of setoff against such deposits, you should arrange not to have them directly deposited into your account. If we're obligated to return any federal or state benefit payments deposited to your accounts after you're no longer eligible to receive them, we may set off against any of your accounts to recover the payments you were ineligible to receive. Our right of setoff won't apply if it would invalidate the tax-deferred status of any tax-deferred retirement account (*e.g.*, an IRA) you keep with us. Any term that may exist in another agreement that governs your debt that may also provide for such rights provided here will be governed by that agreement. This Section does not limit or reduce our rights under applicable law to charge or setoff funds in your accounts with us for direct, indirect, and acquired debts or obligations you owe us.
Authorization to Share Information	You authorize us to share information about you and your account with affiliates and third parties unless the law or our Privacy Policy prohibits us from doing so. Please see our Privacy Notice for your choices about information sharing.
Illegal Transactions; Prohibited Activities	You agree to comply with applicable laws and regulations regarding your use of your account. You agree that you will not use your account for any transaction that is illegal in the jurisdiction where you live, in the jurisdiction where the transaction is consummated, or in any other jurisdiction affected by the transaction. You agree that it is your responsibility to determine the legality of each of your transactions in all applicable jurisdictions before entering into the transaction. We strictly prohibit the use of any account to conduct transactions (including, without limitation, the acceptance or receipt of credit or other receipt of funds through an electronic funds transfer, or by check, draft or similar instrument, or the proceeds of any of the foregoing) that are related, directly or indirectly, to unlawful Internet gambling. The term "unlawful Internet gambling" shall have its meaning set forth in 12 C.F.R. Section 233.2(bb). You agree not to conduct any transactions through the account that directly or indirectly involve or are related to unlawful Internet gambling, including, without limitation, the acceptance or receipt of any funds or deposits in connection therewith. You also agree not to use your account for any other illegal activity. We may refuse any gambling transaction, whether lawful or not. Transactions in your account are also subject to applicable payment network and Federal Reserve rules and regulations.

Other Important Legal Terms Regarding Your Account (continued)

Illegal Transactions; Prohibited Activities (continued)	You agree to indemnify us from every action, proceeding, claim, loss, cost, and expense (including attorneys' fees) suffered or incurred by us due to any U.S. or foreign government entity seizing, freezing or otherwise asserting or causing us to assert control over any account or funds in an account of yours (or ours) when purportedly cause by, or arising out of, your action or inaction. This will apply whether or not such action is ultimately determined to be authorized under the laws of the U.S. or its territories, or of any foreign jurisdiction. We are not required to inquire or determine the authority taken by the U.S. or foreign government entity prior to consenting to any legal process initiated by it.
Backup Withholding / TIN Certification	Federal tax law requires us to report interest payments we make to you of $10 or more in a year and to include your taxpayer identification number (TIN) on the report. Interest includes dividends, interest, and bonus payments for purposes of this rule. Therefore, we require you to provide us with your TIN and to certify that it is correct. The TIN is either a social security number (SSN) or an employer identification number (EIN). In some circumstances, federal law requires us to withhold and pay to the IRS a percentage of the interest that is earned on funds in your Accounts. This is known as backup withholding. We will not have to withhold interest payments when you open your Account if you certify your TIN and certify that you are not subject to backup withholding due to underreporting of interest. We may subsequently be required to begin backup withholding if the IRS informs us that you supplied an incorrect TIN or that you underreported your interest income. If you do not have a TIN, we may defer backup withholding if you certify that you do not have a TIN but have applied for one. However, we must begin backup withholding if you do not supply us with a certified TIN within 60 days. If you do not have a TIN because you are a foreign person (either an individual who is a nonresident alien or a foreign organization) you must certify your foreign status. If you are an exempt payee (receiver of interest payments), you do not need to certify your TIN, but you will have to certify your exempt status and supply us with your TIN. The most common exempt payees are corporations, organizations exempt from tax under Section 501(a), and an individual retirement plan or a custodial Account under Section 403(b)(7). If you do not supply us with the appropriate TIN, we may refuse to open your Account.
Tax Reporting	You agree that you are responsible for your tax obligations and any funds in, or to be deposited in, your accounts are not proceeds from any criminal activity (including, but not limited to, tax crimes). We will disclose funds in, and any income derived from, your accounts to the relevant tax authorities, if required by applicable law. You agree that all information that you have provided us in connection with your account is complete and accurate, including any information pertaining to your country of citizenship, residence, principal place of business and any other relevant information to determine your legal and tax status. You agree to notify us and/or provide us with any changes related to your tax affairs as we may request in order to comply with our regulatory obligations.
Sub-Accounts	For accounting purposes, all checking accounts consist of two (2) sub-accounts: a transaction sub-account where we post all deposits, withdrawals, and fees; and a savings holding sub-account, where we transfer balances above a certain level daily. We will re-transfer funds to your transaction sub-account to meet your transactional needs; however, all balances in the holding sub-account will be transferred to the transaction sub-account with the sixth transfer in any calendar month or monthly statement period. We treat both sub-accounts as a single account for purposes of your deposits and withdrawals, available balance, FDIC insurance available to you, earning interest (for interest-bearing accounts), access and information, tax reporting, fees, etc. You will not see any difference between the way your account operates and the way a traditionally organized account operates, but this organization makes us more efficient and helps to keep costs down.
FDIC Insurance	Funds on deposit with Sunwest Bank are insured by the Federal Deposit Insurance Corporation ("FDIC") **up to the standard maximum deposit insurance amount of $250,000 per depositor, per ownership category**, subject to applicable FDIC rules and regulations. FDIC deposit insurance coverage is determined by the ownership type of the account and your total deposits held with us in the same ownership category. Not all deposit arrangements qualify for the same level of coverage,

Other Important Legal Terms Regarding Your Account (continued)

FDIC Insurance (continued)	and combining multiple accounts may affect the amount of insurance coverage available to you. For additional information about FDIC deposit insurance coverage, including how coverage applies to different account ownership categories, you may visit **www.fdic.gov** or contact us for assistance.
Special Provisions for Pass-Through Accounts	If you have opened a deposit account on behalf of the beneficial owner(s) of the funds in the account (for example as a trustee, agent, nominee, guardian, executor, custodian, or funds held in some other capacity for the benefit of others), those beneficial owners may be eligible for "pass-through" insurance from the FDIC. This means the account could qualify for more than the standard maximum deposit insurance amount (currently $250,000 per depositor in the same ownership capacity). If the account has transactional features, you, as the account holder, must be able to provide a record of the interests of the beneficial owner(s) in accordance with the FDIC's requirements as specified below. The FDIC has published a guide that describes the process to follow and the information you will need to provide in the event Sunwest Bank fails. That information can be accessed on the FDIC's website at www.fdic.gov/deposit/deposits/brokers/part-370-appendix.html. You agree to cooperate fully with us and the FDIC in connection with determining the insured status of funds in such accounts at any time. In the event of a bank failure, you agree to provide the FDIC with the information described above in the required format within twenty-four (24) hours of a bank failure. As soon as a receiver is appointed, a hold will be placed on your account and that hold will not be released until the FDIC determines that you have provided the necessary data to enable the FDIC to calculate the deposit insurance. You understand and agree that your failure to provide the necessary data to the FDIC may result in a delay in receipt of insured funds and may result in legal claims against you from the beneficial owners of the funds in the account. If you do not provide the required data, your account may be held or frozen until the information is received, which will cause a delay when the beneficial owners could receive funds. Despite other provisions in this Agreement, this section survives after a receiver is appointed for us, and the FDIC is considered a third-party beneficiary of this section.
Banking Practices	In the absence of a specific provision in this Agreement to the contrary, your Account will be subject to our usual banking practices and, to the extent not inconsistent therewith, the general commercial banking practices in the area we serve.
Credit Verification Information	**Disputing Information Reported to a Consumer Reporting Agency** **You agree that we may verify credit and employment history of you or any authorized signer through third parties, including, but not limited to, consumer reporting agencies, or verify any previous banking relationships of yours or any authorized signer for any accounts you have with us now or in the future**. We may report information about your deposit accounts to Consumer Reporting Agencies. As a result, this may prevent you from obtaining services at other financial institutions. **If you believe that we have reported inaccurate or incomplete information about your account to a consumer reporting agency, you have the right to file a dispute with that consumer reporting agency**. You may also submit a dispute directly to us in writing. Provide your name, address, and phone number; the account number; the specific information you are disputing; an explanation of why it is inaccurate or incomplete; and any supporting documentation. If you are a licensed attorney, you agree that we may report information about overdrafts on and/or returned checks drawn on accounts which you maintain as trustee for the benefit of another person or in any fiduciary capacity, to the extent and in the manner required by applicable law, rules, or regulations. You agree that we have no liability to you for reporting any information to applicable authorities regarding any account which we believe in good faith is subject to such laws, rules, or regulations.

Other Important Legal Terms Regarding Your Account (continued)

Telephone Calls	**Calling, Monitoring and Recording.** When you give a telephone number (including a cell number) directly to us, or place a telephone call to us, you authorize us to place calls to you at that number. You understand that telephone calls include both telephone calls and text messages from your phone or cell phone. As examples, we may place calls to you about fraud alerts, deposit holds, and amounts you owe us on your account as well as marketing calls. When we place calls to you, we may use automatic telephone dialing systems and artificial, text, or prerecorded messages. You may revoke your consent to receive autodialed or prerecorded calls or texts at any time by any reasonable means . You also agree that we may monitor and record all of your communications with us, whether such communications are in person or electronic (including by telephone or computer) for any reason, including to monitor the quality of service you receive and to verify transaction related information. You agree that we are not required to remind you before or during each telephone call or communication that the conversation is subject to being monitored or recorded in accordance with applicable state and federal law. If you authorize someone to do business with us on your behalf, such as by power of attorney, you will be responsible for obtaining their permission to our recording their communications with us.
Controlling Language	English is the controlling language of our relationship with you, including the terms of this Agreement. Items you write, such as checks or withdrawal slips, must be written in English. For your convenience, we may, but are not obligated to (unless required by law), translate some forms, disclosures, and advertisements into another language, but if there is a discrepancy, the English version prevails over the translation.
Conflicting Agreements	If another service we offer has a separate agreement, and there is an irreconcilable conflict between the terms of this Agreement and the separate agreement, the conflicting terms of the separate agreement will apply unless otherwise explicitly stated.
Timing of Notices	Any notice you send us is effective once we receive it and have a reasonable opportunity to act on it, subject to applicable law. You must send any notice according to the specific delivery instructions provided elsewhere, if any.
Force Majeure	You agree that we will not be liable for any loss or damage due to delays or failure to perform resulting from circumstances beyond our reasonable control (such as telecommunications or electrical outages or malfunctions, postal strikes or delays, computer system failures, war, terrorism, riot, labor trouble, natural disaster or pandemics or epidemics). The time, if any, required for such performance under this Agreement shall be automatically extended during the period of such delay or interruption.
Assignment of Agreement and Successors	This Agreement will be binding on your successors, and on our successors and assigns. You may not assign, transfer, or grant a security interest in your account to anyone other than us without our written consent. No assignment will be valid or binding on us, and we will not be considered to have knowledge of it, until we consent to the assignment in writing and note the assignment in our records. However, by noting the assignment, we do not have any responsibility to assure that the assignment is valid. Any permitted assignment of your account is subject to our setoff rights unless otherwise agreed to in writing.
Headings and Captions	The headings and captions identifying the various Sections and Subsections of this Agreement are for reference only and do not define, modify, expand, or limit any of the terms or provisions herein.
Severability	Any term of this Agreement that is inconsistent with the state laws governing your account will be excluded to the extent of such invalidity. We will consider the invalid term modified and applied in a manner consistent with such laws. Such modification will not affect the enforceability or validity of the remaining terms of this Agreement.
No Waiver	If we fail to exercise any right, that does not mean that we waive that right or any other right, and we may still enforce all of our rights in the future.

Definitions

Listed below are definitions of terms commonly used in this Agreement:

“Account” means the personal checking, savings, money market savings, or certification of deposit account you have opened with us.

“ACH (Automated Clearing House)” means an electronic deposit or withdrawal from your account, such as directly deposited payroll check or a bill payment, sent to us or by us through the “Automated Clearing House” network.

“ACH debit entry” means an electronic instruction requesting the withdrawal of funds from your account through ACH.

“ACH Transaction” means a deposit or payment transferred to or from your account through an ACH.

“Agent” has the meaning set forth in the Section titled “Opening Your Account.”

“**Agreement**” means this Consumer Deposit Account Agreement, including any amendments, the Personal Account Services Schedule of Charges, any State-Specific Addendum we provide to you, and any other disclosures or agreements we provide to you in connection with your account, as each may be amended from time to time.

“ATM” means an automated teller machine.

“Authorized Signer” means a person who is authorized to sign checks or otherwise initiate transactions on an account.

“Available Balance” means the amount of your Current Balance that is available for immediate use. Certain pending items, such as check deposits or withdrawals, that have not yet been posted to your account are not included in your Available Balance.

"**Banking office**" means a physical branch location of Sunwest Bank.

“Business Day” means every day except Saturdays, Sundays, and federal holidays.

“Current Balance” means the previous Business Day’s ending balance, plus or minus the full amount of any transaction made during the current Business Day, provided that we have received such transaction.

“Debit Card” means the Sunwest Debit Card issued by Sunwest Bank.

“Debit Card Purchase” means a purchase you make using your Debit Card.

“Direct Deposit” means an automatic electronic deposit made through the ACH network to your account by someone else, such as an employer issuing payroll or a government or retirement plan paying benefits. It may not include deposits to your account that are made by an individual using online banking, an internet payment provider, or a merchant advancing payroll using a debit card.

“Endorsement” means a signature, stamp, or other mark placed on the back of a check to transfer, restrict payment, or make the signer responsible for the check.

"**Good standing**" means (i) positive balance, (ii) not subject to legal process/hold/restriction, (iii) not in default under this Agreement or other agreements, (iv) no suspicious/irregular/fraudulent/unauthorized activity identified.

“Item” means any check, ACH, funds transfer, teller cash withdrawal, ATM withdrawal, Debit Card Purchase, fee, charge, deposit, or other amount that is added to or subtracted from your Account balance.

“Mobile Banking” means Sunwest Bank’s mobile banking service.

“NSF” or “**nonsufficient funds**” means an account does not have sufficient available balance to cover an item.

“Online Banking” means Sunwest Bank’s online banking service.

“Overdraft” means a negative available balance in your account.

“Substitute Check” means a copy of a check that is the legal equivalent of an original check. See the section titled “Substitute checks” for details.

“Unauthorized Transaction” means a transaction that (i) is missing a required signature or other evidence showing you have authorized it or (ii) is altered.

State-Specific Addendum

TO THE CONSUMER DEPOSIT ACCOUNT AGREEMENT

This State-Specific Addendum ("Addendum") supplements and forms part of the Sunwest Bank Consumer Deposit Account Agreement ("Agreement"). This Addendum applies to consumer deposit accounts where the account owner's address on file with us is located in a state for which a state-specific section is included below, or as otherwise required by applicable law. The provisions in each state section below apply only to accounts associated with that state. In the event of a conflict between this Addendum and the Agreement, this Addendum will control for affected accounts.

PART I: CALIFORNIA

The following provisions apply to consumer deposit accounts where the account owner's address on file with us is located in the State of California.

1. Unclaimed Property and Dormancy. Under California law, your account will be presumed abandoned and subject to escheatment to the State of California if you do not initiate any activity on your account for a period of three (3) years. Before reporting your account as unclaimed property we will send you a notice as required by applicable law. At the time you open your account, we will provide you with a written notice that your property may be transferred to the state if no activity occurs within the period specified by applicable law. If you have questions about unclaimed property you may contact the California State Controller's Office.
2. Adverse Claims. Under California law, we are generally not required to recognize an adverse claim to your deposit account unless the adverse claimant either (a) delivers an affidavit stating that you are a fiduciary who is about to misappropriate the deposit, in which case we may freeze the account for up to three (3) court days, or (b) procures a restraining order or injunction from a court of competent jurisdiction. You are responsible for asserting any rights you may have in any proceeding involving an adverse claim.
3. California Financial Information Privacy. We will comply with the California Financial Information Privacy Act with respect to the sharing of your nonpublic personal information. You may have additional rights regarding information sharing beyond those provided by federal law, including the right to opt in to certain types of information sharing. We will provide you with the required privacy notices in connection with your account.
4. Debit Card Liability Protections. Under California law, your liability for unauthorized use of a lost or stolen debit card is limited to the lesser of fifty dollars ($50) or the amount obtained by unauthorized use before you notify us. The higher liability tiers that may apply under federal law for failure to report within two (2) business days do not apply to California consumers. If unauthorized transactions appear on your periodic statement and you fail to report them within sixty (60) days after we send or make available the statement, you may be liable only for unauthorized transfers that occur after that sixty-day period and before you notify us. Any waiver of these protections is void and unenforceable under California law.
5. Garnishment and Levy Exemptions. Under California law, funds in your deposit account may be automatically exempt from levy up to an amount equal to the minimum basic standard of adequate care for a family of four, as established by the California Department of Social Services and adjusted annually. As of the date of this Addendum, that amount is approximately $2,244. This automatic exemption applies without the need for you to file a claim of exemption. In addition, seventy-five percent (75%) of disposable wages deposited into your account within thirty (30) days before a levy are exempt if the funds can be traced and identified as earnings. Certain government benefits deposited into your account, including Social Security and public assistance benefits, may also be automatically exempt in higher amounts. You are responsible for invoking any additional exemption rights available to you under California law.

PART II: COLORADO

The following provisions apply to consumer deposit accounts where the account owner's address on file with us is located in the State of Colorado.

1. Unclaimed Property and Dormancy. Under Colorado law, your checking or savings account will be presumed abandoned and subject to escheatment to the State of Colorado if you do not initiate any activity on your account for a period of five (5) years. We will provide the required due diligence notices before reporting your account as unclaimed property. Reports of unclaimed property are made to the Colorado State Treasury.
2. Adverse Claims. Under Colorado law, notice to us of an adverse claim to a deposit account is not sufficient to require us to recognize the adverse claim or take any action unless the adverse claimant satisfies the conditions provided under applicable law.

3. Garnishment Exemptions. Under Colorado law, up to $2,500 cumulative in a depository account or accounts in the name of the debtor is exempt from levy and sale under writ of attachment or execution. Deposited wages may continue to be exempt from garnishment after deposit into a bank account; however, you bear the burden of proving the exempt character of such funds. When exempt and nonexempt assets are commingled in an account, applicable law requires a first-in, first-out accounting to determine the exempt portion. We are not required to make this determination on your behalf. You are responsible for invoking any exemption rights available to you under Colorado law.
4. Electronic Fund Transfer Protections. Under Colorado law, your liability for unauthorized use of a lost or stolen card is limited to the lesser of $50 or the amount obtained before you provide notice to us of the loss or theft. You will not be liable for losses from tampering with a communications facility unless you performed or authorized such acts.
5. Legacy Accounts and "OOPS" Overdraft Service. Certain deposit accounts acquired in the Bank's purchase of MidWestOne branches in Colorado and opened prior to June 28, 2026 are known as Legacy Accounts. Legacy Accounts have access to a discontinued overdraft service known as "OOPS." The OOPS overdraft service is governed by the terms, conditions, and fee schedules in effect at the time the account was opened, as amended from time to time in accordance with applicable law. The OOPS overdraft service is not available to new accounts or to accounts outside of the Legacy Account portfolio.
Unless and until a Legacy Account is converted to a current Sunwest Bank account offering, the terms applicable to such Legacy Account (including the OOPS overdraft service terms) will continue to apply notwithstanding the introduction of new account products or agreements.
If you have a Legacy Account and would like information about the OOPS overdraft service terms currently applicable to your account, or if you would like to convert your Legacy Account to a current Sunwest Bank account offering, please contact us at 800.330.9890 or visit one of our Colorado banking offices.

PART III: UTAH

The following provisions apply to consumer deposit accounts where the account owner's address on file with us is located in the State of Utah.
1. Unclaimed Property and Dormancy. Under Utah law, your checking, savings, or certificate of deposit account will be presumed abandoned and subject to escheatment to the State of Utah if you do not initiate any activity on your account for a period of three (3) years. We will provide the required due diligence notices before reporting your account as unclaimed property. Reports and remittances of unclaimed property are due to the Utah State Treasurer annually. Unless authorized by a valid written contract between you and us, we may not deduct a dormancy charge from property required to be delivered to the state administrator.
2. Adverse Claims. Under Utah law, we are not required to honor an adverse claim to your deposit account unless the adverse claimant either (a) obtains an appropriate court order in a legal action in which you are named as a party, or (b) provides us with a good and sufficient indemnity bond in double the amount claimed, indemnifying us from any and all liability, loss, damage, costs, and expenses, including attorneys' fees.
3. Statement Finality. Under Utah law, your checking or other transaction account statement is considered finally adjusted and settled, and its correctness is conclusively presumed, two (2) years after the statement is rendered to you. You may not maintain an action regarding the accuracy of any such statement unless commenced within two (2) years of the date we rendered the statement. The credit balance of a savings account is considered finally adjusted and settled, and its correctness is conclusively presumed, six (6) years from the date of the credit balance. These provisions do not relieve you of any shorter duty under the Uniform Commercial Code or this Agreement to examine your statements and promptly notify us of errors.
4. Financial Exploitation Prevention. Under the Utah Financial Exploitation Prevention Act, we may delay certain transactions and notify law enforcement or Adult Protective Services when we reasonably believe a vulnerable adult is being financially exploited.

PART IV: FLORIDA

The following provisions apply to consumer deposit accounts where the account owner's address on file with us is located in the State of Florida.
1. Tenancy by the Entireties. Under Florida law, any deposit account in the name of two persons who are married to each other is presumed to be held as a tenancy by the entireties unless otherwise specified in writing. If your account is held as a tenancy by the entireties, either by the terms of the account or by operation of Florida law, you acknowledge and agree that:

(a) Each account owner may act for the other as his or her agent with respect to all matters and transactions concerning the account;
(b) We may deduct from your account funds any fees, charges, expenditures, claims, or losses caused by the mishandling of the account regardless of who caused the loss or expense; and
(c) In dealing with any and all potential claims against the account, whether by garnishment, levy, lien, execution, or other claim, we are entitled to report the existence of the account and provide information and documentation about the account in the same manner as any other joint account.
You acknowledge that we are not required to assess the viability of any protection that may be available to you with respect to the account due to your status as tenants by the entireties, and you agree to bear the responsibility of appearing before a court and invoking any additional protection offered by your tenancy by the entireties ownership of the account.
2. Unclaimed Property and Dormancy. Under Florida law, your demand, savings, or matured time deposit account will be presumed unclaimed if you do not initiate any activity on your account for a period of five (5) years, including increasing or decreasing the deposit, communicating with us in writing or by documented telephone contact, or otherwise indicating an interest in the account as evidenced by our records. We may not impose dormancy charges or cease paying interest on your account unless (a) an enforceable written contract between you and us permits such charges, and (b) for property valued over $2.00, we have given you written notice no more than three (3) months before the initial imposition of charges. Reports of unclaimed property in Florida are due annually by April 30.
3. Adverse Claims. Under Florida law, notice to us of an adverse claim to your deposit account does not obligate us to recognize the claim unless the adverse claimant either (a) procures a restraining order, injunction, or other appropriate process from a court of competent jurisdiction in which you are named as a party and served with process, or (b) obtains an indemnity bond in a form, amount, and with sureties acceptable to us.
4. Statement Finality. Under Florida law, your account statement is conclusively presumed to be correct two (2) years after the date the statement is rendered to you, unless you have delivered a written objection to us before that time. If you do not demand your statement within three (3) years, we may destroy it without liability. These provisions do not relieve you of any shorter contractual duty to examine statements and report errors under this Agreement.
5. Garnishment Exemptions. Under Florida law, all disposable earnings of a head of family (a person providing more than one-half of the support for a child or other dependent) earning $750 or less per week are fully exempt from garnishment. Exempt earnings deposited in a financial institution remain exempt for six (6) months after receipt if they can be traced and identified as earnings. You are responsible for invoking any exemption rights available to you under Florida law.
6. Financial Exploitation Prevention. Under Florida law, we may delay a disbursement or transaction from your account for up to fifteen (15) business days if we reasonably believe that financial exploitation of a vulnerable adult or a person age sixty-five (65) or older has occurred, is occurring, or will be attempted. This hold period may be extended by an additional thirty (30) business days. If we delay a transaction under this provision, we will provide you with written notice within three (3) business days of the delay and may report the suspected exploitation to the Florida Abuse Hotline, law enforcement, or other appropriate authorities as permitted or required by applicable law.

PART V: ARIZONA

The following provisions apply to consumer deposit accounts where the account owner's address on file with us is located in the State of Arizona.
1. Community Property. Arizona is a community property state. Under Arizona law, all property acquired by either spouse during a marriage is the community property of both spouses, except property acquired by gift, devise, or descent. Funds deposited into your account during marriage may be presumptively community property regardless of which spouse's name is on the account. Either spouse may independently manage community property deposits. We are not responsible for determining the character (community or separate) of funds deposited into your account, and we will not be liable for honoring the instructions of either spouse with respect to community property held in the account. Creditors of either spouse may potentially reach community property held in a deposit account.
2. Unclaimed Property and Dormancy. Under Arizona law, your demand, savings, or time deposit account will be presumed abandoned and subject to escheatment to the State of Arizona if you do not initiate any activity on your account for a period of three (3) years. A certificate of deposit is presumed abandoned three (3) years after maturity. We will send you written notice at least one hundred twenty (120) days before filing an abandoned property report if we have an address on file for you and the property value is at least $50. We may deduct a dormancy charge from abandoned property only if

there is a valid and enforceable written contract between you and us under which we may impose the charge, and the charge is not unconscionable. Reports of unclaimed property are made to the Arizona Department of Revenue.

3. Adverse Claims. Under Arizona law, notice to us of an adverse claim is not sufficient to require us to refuse to honor the instructions of any person to whose credit the account stands, unless we are directed to do so by a lawful order of a court in the United States.

4. Garnishment Exemptions. Under Arizona law, a total of $5,000 held in a single account in any one financial institution is exempt from execution, attachment, or sale. This amount is adjusted annually for cost of living. When we are served with a writ of garnishment, we will not withhold from you the amount set forth as exempt unless ordered to do so by a court after a hearing. You are responsible for invoking any additional exemption rights available to you under Arizona law.

5. Financial Exploitation Prevention. Under Arizona law, we may be required to report suspected financial exploitation of a vulnerable adult to law enforcement or Adult Protective Services. We may also be required to make financial records available to investigating officers or Adult Protective Services workers upon written request. We may delay or refuse to process a transaction on your account if we reasonably believe that financial exploitation of a vulnerable adult has occurred, is occurring, or will be attempted. We will not be liable for any good faith actions taken in accordance with these obligations.

PART VI: IDAHO

The following provisions apply to consumer deposit accounts where the account owner's address on file with us is located in the State of Idaho.

1. Community Property. Idaho is a community property state. Under Idaho law, all property acquired after marriage by either spouse is community property, and the income (including rents, issues, and profits) of all property, whether separate or community, is community property unless a written agreement between the spouses or the terms of a conveyance specifically provide otherwise. This means that interest earned on deposits held in your account, including deposits of separate property, may be community property. Under Idaho law, either spouse has the right to manage and control community property and either may bind the community property by contract. We are not responsible for determining the character (community or separate) of funds deposited into your account, and we will not be liable for honoring the instructions of either spouse with respect to community property held in the account.

2. Unclaimed Property and Dormancy. Under Idaho law, your demand, savings, or matured time deposit account will be presumed abandoned and subject to escheatment to the State of Idaho if you do not initiate any activity on your account for a period of five (5) years. If the account owner is deceased, the account may be presumed abandoned after a period of two (2) years from the owner's last indication of interest in the account. The dormancy clock may be tolled if you have other property at the same institution regarding which you have shown activity and we communicate with you about the dormant account at the address used for the active account. Reports and remittances of unclaimed property are due to the Idaho State Treasurer annually by November 1.

3. Adverse Claims. Under Idaho law, we are not required to recognize an adverse claim to your deposit account unless the adverse claimant either (a) procures a restraining order, injunction, or other appropriate process from a court of competent jurisdiction where you are made a party and served with summons, or (b) executes to us a bond in a form and with sureties acceptable to us, indemnifying us from all liability, loss, damage, costs, and expenses. This protection does not apply where you are a fiduciary for the adverse claimant and the adverse claimant provides an affidavit setting forth facts showing the fiduciary relationship and reasonable cause to believe you are about to misappropriate the deposit.

4. Garnishment. Idaho does not provide a general exemption for funds held in a bank account. Certain source-based exemptions apply, including Social Security benefits, retirement benefits, workers' compensation, public assistance, and up to $7,500 of reasonably identifiable exempt wages deposited into a financial institution. Separate property of a married person is exempt from garnishment for separate debts of the other spouse. When we are served with a writ of garnishment, we may comply with the writ in accordance with Idaho law. You are responsible for invoking any exemption rights available to you.