



June 19, 2024

Dear Valued Customer,

We have updated our agreements and disclosures, effective July 22, 2024. Please read this cover letter and the enclosed materials carefully. Retain this letter and the enclosed for your future reference. We are available to answer any questions you may have. You can contact your Relationship Manager or our Client Care Center at 877-770-BANC (2262). We appreciate your business and look forward to continuing to serve your financial service needs.

**Note Regarding Your Consumer Consent to Receive Electronic Periodic Statements.** When we convert to a new banking system on July 22, 2024 your previously provided preference to receive periodic statements electronically will no longer be in place. You will need to resubmit your consent to receive electronic periodic statements. If you do not resubmit your consent, you will receive a paper statement and additional paper delivery fees may apply. Call us at 877-770-BANC (2262) if you have any questions or would like to learn more about how you can resubmit your consent to receive electronic statements. This change will not impact prior Pacific Western Bank customers.

The following provides an overview of some of the changes to our agreements and disclosures.

1. Deposit Account Agreement and Disclosure.

The enclosed Banc of California Deposit Account Agreement and Disclosure (“DAAD”) replaces the previous Banc of California Deposit Account Agreement as well as the Pacific Western Bank Deposit Account Agreement and Disclosure. The following provides important highlights from the enclosed DAAD:

- THE DEPOSIT ACCOUNT AGREEMENT AND DISCLOSURE CONTAINS IMPORTANT INFORMATION ABOUT YOUR ACCOUNT. PLEASE READ IT CAREFULLY. BY (I) SIGNING THE SIGNATURE CARD, AT ACCOUNT OPENING OR THEREAFTER, (II) SIGNING ANY RELATED ACCOUNT AGREEMENTS, AND/OR (III) MAINTAINING AN ACCOUNT WITH US, YOU ACKNOWLEDGE THAT YOU HAVE REVIEWED, UNDERSTAND AND AGREE TO BE GOVERNED BY ALL OF THE TERMS AND CONDITIONS WHICH ARE APPLICABLE TO YOUR ACCOUNTS AND TO ANY AMENDMENTS WE MAY MAKE FROM TIME TO TIME. NOTE THAT THE DEPOSIT ACCOUNT AGREEMENT AND DISCLOSURE INCLUDES IMPORTANT DISCLOSURES, INCLUDING DISCLOSURES PROVIDED PURSUANT TO THE TRUTH IN SAVINGS ACT AND THE EXPEDITED FUNDS AVAILABILITY ACT. YOUR ATTENTION IS ALSO DRAWN TO THE ARBITRATION AGREEMENT SECTION UNDER WHICH MOST CLAIMS MUST BE RESOLVED BY ARBITRATION, AND NOT BY A COURT, JUDGE, OR JURY, AND YOU WAIVE ANY RIGHT TO BRING OR PARTICIPATE IN ANY CLASS OR REPRESENTATIVE ACTION OR IN MASS ARBITRATION. YOU MAY OPT OUT OF THE ARBITRATION AGREEMENT BY FOLLOWING THE PROCEDURE SET OUT IN THE ARBITRATION AGREEMENT SECTION BEGINNING AT PAGE 3 OF THE DEPOSIT ACCOUNT AGREEMENT AND DISCLOSURE WITHIN 30 DAYS OF SIGNING YOUR SIGNATURE CARD.
- We have added a new provision titled, “Consent For Us to Contact You By Email and Phone, Including Cell Phone and Text Messaging” beginning at page 12. The new provision provides, in part, as follows: “You agree that we or our agents may contact you at any email address or telephone or cell number you provide to us. You authorize us to send emails and text messages and to make prerecorded or autodialed calls to any number(s) you provide. Your service provider may impose a charge to you for those calls/messages. If necessary, you may change or remove any of the email addresses or telephone numbers at any time by contacting us at 877-770-BANC (2262).”
- There is a new “Overdrafts” provision beginning at page 21 that explains how overdrafts on your account can occur and can be avoided, as well as your responsibility for overdrafts and the related fees.
- We have included a description of our process for clearing checks and other transactions against your account in the “Order of Payments” provision at beginning at page 23.



- Refer to the “Applicable Law” (at page 3) and “Venue” (at page 30) provisions.
- The “Claim of Loss; Limitation on Liability; Indemnity” provision beginning at page 11 has been revised and expanded to address our limitation of liability and your indemnification obligations.
- Our “Funds Availability Policy” at page 18 has been revised, in part as follows.

“To determine the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit in person before the close of business Monday through Friday (note: some locations close earlier – contact branch for details), or before 4:00 p.m. local time at a Banc of California automated teller machine (ATM) 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 these times or on a day we are not open, we will consider your deposit made on the next business day we are open. Our name is on all the ATMs that we own or operate.”

- We have removed the “Zero Balance Account Service” provision. If you are enrolled in this feature, refer to applicable terms in the enclosed Automated Sweep Service Agreement. Selection details regarding particular features represented in this document have been previously captured.

## 2. Electronic Fund Transfer (EFT) Services Agreement.

The enclosed Banc of California Electronic Fund Transfer (EFT) Services Agreement replaces the Pacific Western Bank Electronic Fund Transfer (EFT) Services Agreement and Business Debit Card Agreement. The enclosed will also replace the Banc of California Mastercard Debit Card Agreement and Disclosures.

- The “Limitations on Dollar and Number of Transfers” Section at page 4 has been revised, in part, to read:

“You may make up to 10 withdrawals totaling up to \$1,000 each day, including fees at ATMs, in cash or cash-equivalent, using your PIN. Non-Banc of California ATM providers may have lower limits for cash or cash-equivalent withdrawals. Point of Sale purchases made by using your card and PIN, or over the phone or the Internet, or signature purchases are limited to 20 transactions totaling up to \$5,000 each day. Account-to-account payments or transfers are limited to three transactions totaling up to \$4,000 each day, including fees.

If you had an account through Banc of California’s previously-existing Specialty Banking group, the following limits will instead apply: You may make up to 15 withdrawals totaling up to \$2,500 each day, including fees, at ATMs, in cash or cash-equivalent, using your PIN. Non-Banc of California ATM providers may have lower limits for cash or cash-equivalent withdrawals. Point of Sale purchases made by using your card and PIN, over the phone or the Internet, or signature purchases are limited to 20 transactions totaling up to \$10,000 each day. Account-to-account payments or transfers are limited to three transactions totaling up to \$20,000 each day, including fees.”

- To notify us in case of errors or questions about your electronic transfers, or to contact us in the event of unauthorized electronic fund transfers, you will now reach us by calling us at 877-770-BANC (2262) or writing to us at: Banc of California, Attn: Client Services, 3 MacArthur Place, Santa Ana, CA 92707. You will also use this contact information to request a stop payment on a preauthorized transfer.

## 3. Disclosure and Terms of Business Products, Disclosure and Terms of Personal Products, Branch & Community Banking Rate Sheet and Fee Schedule: Non-Analyzed Accounts.

Refer to the enclosed Summary of Changes to Fees & Charges and Deposit Products, applicable to personal and business deposit products.



4. Federal Privacy Notice. Our enclosed privacy notice has been updated for consumer accounts.

5. Online Banking Disclosure & Agreement for Consumers.

The Banc of California Online Banking Disclosure & Agreement for Consumers will be presented for your acceptance upon your next login (as applicable) and replaces the Pacific Western Bank Online Banking Disclosure & Agreement for Consumers, as well as the Banc of California Online Banking and Mobile Banking Agreement.

- Mobile banking and Zelle® transfer details have been added.
- The "Limitations" provision has been added to provide:

"Unless we advise you otherwise, the following limits apply, subject to system limitations:

Generally: Payments and transfers may only be made to and from accounts in the United States, and only in U.S. dollars.

Bill Payments: You agree to not initiate Bill Payments in excess of \$10,000 per transaction or that total more than \$20,000 on any one business day.

Zelle: Frequency of Transfer Transactions: We do not limit the number of transfers you may make; however, you may not make transfers more than the number allowed by the rules governing the applicable accounts, refer to the Disclosure & Terms of Personal Products or other disclosures, as applicable, for additional information on transaction limitations. We may from time to time, for security and risk management reasons, modify the limit, the frequency, and the dollar amount of money you can send using Zelle®.

Dollar Amount of Transfer Transactions to Send Money with Zelle: You may not send money over the limits described below. The amount of money you can send will vary based on the type of Banc of California account you use, your account and online banking history, your recipient, and your Send Money with Zelle transaction history. Zelle® transfers from your Banc of California accounts may be made in any amounts from \$1 up to the limit applicable to your transaction. Transfers to recipients from a Banc of California account may be made up to a daily dollar limit of \$5,000 and we may limit the amount you can send in any rolling 30-day period for security purposes. Please note the amount of money you can send with Zelle will be initially lower; however, we may adjust the sending limit after you send money with Zelle multiple times successfully. For more details on applicable limits, see the Zelle® terms and conditions.

Mobile Deposit: You may not use the Service to deposit any one item with a face value greater than \$2,500.00 or more than ten checks totaling \$2,500.00 on any business day. Note: Transactions occurring on a Saturday, Sunday or holiday will be combined with transactions on the next business day for this purpose. You may not deposit more than \$10,000 or 50 items in a rolling 25 day period. Deposit must be made by 6 p.m. each business day or they will be processed the next business day, unless you are notified otherwise.

We may change these limits from time to time. Unless we advise you otherwise, revised limits will be effective immediately upon notice to you."

- To notify us in case of errors or questions about your electronic transfers, or to contact us in the event of unauthorized electronic fund transfers, you will now reach us by calling us at 877-770-BANC (2262) or writing to us at: Banc of California, Attn: Client Services, 3 MacArthur Place, Santa Ana, CA 92707. You will also use this contact information to request a stop payment on a preauthorized transfer.



6. Changes to Business Account Service Agreements.

The following terms and conditions have been rebranded for Banc of California and also updated from their Pacific Western Bank predecessor versions. The following also replace entirely their Banc of California counterparts. Refer to the agreements enclosed for your reference. The agreements may also be accessed at [bancofcal.com/agreements](http://bancofcal.com/agreements).

- a. Treasury Services. (Banc of California predecessor version was titled “Treasury Management Services Agreement.”)
  - o Acceptance of Treasury Management Services (selection details regarding particular services and features represented in this document have been previously captured)
  - o Treasury Management Services Disclosure
  - o Business Online Service Description (retitled: Business Online Service Description)
  - o Automated Clearing House (ACH) Service Description
  - o Addendum to the ACH Service Description
  - o Remote Deposit Capture (RDC) Service Description
  - o Check & ACH Positive Pay Service Description
  - o Secure File Transfer Protocol (SFTP) Service Description
  - o Integrated Payables Service Description
  - o Cash Vault and Deposit Service Description
  - o Multiple-Entity Access, Agency, and Joinder Agreement
  - o Check Corporate Payor Report Service Description
  - o API and Connectivity Master Service Gateway Access Service Description (Banc of California predecessor version was titled “Addendum to Treasury Management Services Agreement API Terms of Service”)
  - o Inbound SWIFT Data Addendum to the Business Online Service Description
  - o ACH Origination / Third Party Sender Agreement (Banc of California’s predecessor version was titled “Third Party Sender Addendum to Treasury Management Services Agreement”)
- b. SWIFT (Outbound) Services. Society for Worldwide Interbank Financial Telecommunications (“SWIFT”) Authorization Agreement. Selection details regarding particular features represented in this document have been previously captured.

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By continuing to maintain your deposit accounts, and your continued use the applicable services referenced in this letter, you will be deemed to have agreed to and accepted (and will therefore be bound by) the revised agreements, disclosures and terms and conditions referenced above, including any supporting documents (collectively, “Revised Terms”) and the Revised Terms will effectively replace all previously applicable predecessor agreements, disclosures, and terms and conditions as of July 22, 2024. If you have any questions regarding the updated terms, please contact us at 877-770-BANC (2262).

Sincerely,  
Your Team at Banc of California