City National Bank

DEPOSIT ACCOUNT DISCLOSURES

This package contains the following documents:

- City National Preferred Banking Disclosure
- Account Agreement and Disclosures
- Personal Fee Schedule
- Consumer Electronic Fund Transfer Services Agreement and Disclosure
- What You Need to Know About Overdrafts and Overdraft Fees
- Personal Options: Overdraft Protection
- Privacy Notice

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CITY NATIONAL PREFERRED BANKING DISCLOSURE

April 1, 2026

For use with Account Agreement and Disclosures

ABOUT CITY NATIONAL PREFERRED BANKING

When you qualify for City National Preferred Banking, you are eligible for a unique grouping of City National products and services that integrate banking, wealth management and lending services and recognize your status as our Preferred Banking client.

QUALIFICATIONS FOR PREFERRED BANKING

Preferred Banking is available to:

- Individuals (consumers):
  - Who open and maintain a Preferred Platinum Checking Account with a minimum opening deposit of $1,000;
  - Who maintain combined minimum balances of $250,000 or more[1] in any or all of the products described in Qualifying Balances under Preferred Banking Requirements, and
  - Who agree that City National Bank ("City National") and RBC Securities, Inc. (RBCS), a City National subsidiary, and RBC Wealth Management (United States), a division of RBC Capital Markets, LLC (RBC WM U.S.), a City National affiliate, may share client information while a Preferred Banking client.[2]

THE PREFERRED PLATINUM CHECKING ACCOUNT

Exclusively available to Preferred Banking clients, a Preferred Platinum Checking Account must be maintained in good standing to qualify for Preferred Banking. This account offers:

- Tiered interest rates.
- No City National fee for ATM withdrawals at non-City National ATMs.
- No assessment of reasonable ATM surcharges from other bank ATM providers worldwide[3].
- No fee for online outgoing domestic and international wires.
- No fee for incoming wires, domestic or international.
- No fee for standard six month stop payments.
- Commission-free online equity trades.
- Printed checks at no charge when ordered through us.

PREFERRED BANKING BENEFITS

You can enjoy the following benefits as a Preferred Banking client:

Preferred Ladder Money Market Account

Exclusively available to Preferred Banking clients at their option, the Preferred Ladder Money Market Account is a high-yield interest-bearing money market account. This account offers:

- Tiered interest rates.
- No fee for online outgoing domestic and international wires.
- No fee for incoming wires, domestic or international.
- No fee for standard six month stop payments.

This account requires:

- Minimum opening deposit - $1,000.

Preferred Family Checking Account

The Preferred Family Checking Account is available to family members or other persons designated by the associated Preferred Banking client, at his or her option, up to a maximum of four accounts. This account is available to individuals (consumers) only and offers:

- No minimum opening deposit.
- Interest paid on all balances.
- No monthly maintenance fee.
- No City National fee for ATM withdrawals at non-City National ATMs.

- No assessment of ATM surcharges from other bank ATM providers worldwide.[3]

The balance in a Preferred Family Checking Account is not included in the Qualifying Balance of the associated Preferred Banking relationship except as noted in *Qualifying Accounts for Combined Minimum Balance* below.

a. Terms affecting Preferred Family Checking

This account type is available to family members or other persons designated by the Preferred Banking client. Up to four Preferred Family Checking accounts per associated Preferred Banking relationship are available. Preferred Family Checking clients must meet our standard identification and account eligibility requirements and an account must be maintained in good standing by the account holder to remain eligible as a Preferred Family Checking Account. The Preferred Banking client may, at his or her option, with no less than 45 days prior written notice to City National, discontinue the Preferred Family Checking Account status of any such account previously authorized by him or her. Preferred Family Checking account status ends when the associated Preferred Platinum Checking Account is closed or no longer qualifies.

b. Closed or Converted Preferred Family Checking Accounts

If a Preferred Family Checking Account no longer qualifies, the account is not maintained in good standing or the associated Preferred Platinum Checking Account is closed, the Preferred Family Checking Account will be closed or converted to another account type and the benefits associated with the account will be discontinued. If the account is converted, the standard fees and charges and benefits, if any, applicable to the account into which the account is converted will apply. The client maintaining the Preferred Platinum Checking Account may be informed that the associated account is closed or converted. If the associated Preferred Platinum Checking Account is closed or converted as stated in Termination of Benefits under Preferred Banking Requirements, the associated Preferred Family Checking Account holders will be informed.

Safe Deposit Box Discount

Receive up to a $100 discount toward the annual rental of a City National safe deposit box. Subject to availability.

Fee Waiver on a Personal Line of Credit

Preferred Banking clients may apply for a new Personal Line of Credit and receive a waiver of the annual fee. Line subject to credit approval.

Foreign Currency Service[4]

When you order foreign currency for your traveling needs, simply identify yourself as a Preferred Banking client for the Preferred rates on foreign currency exchange services.

Commission-Free Online Equity Trades

Preferred Banking clients with a Brokerage Account with RBCS qualify for commission-free online equity trades of $5 or more per share and no more than 5,000 shares per trade, subject to RBCS terms and conditions. Offer available to one RBCS self-directed online Brokerage Account associated with each Preferred Platinum Checking Account.[5]

RBCS Advisory Program Discount

New Preferred Banking clients with new balances of over $1,000,000 invested in a RBCS Advisory Program with RBCS qualify for a 10% discount.

RBCS Brokerage IRA Discount

Preferred Banking clients with a Brokerage Individual Retirement Account receive a waiver of the annual IRA maintenance fee.

No Fee Cashier's Checks

When you purchase cashier's checks in our branches, simply identify yourself as a Preferred Banking client and the associated fees will be waived.

No Fee City National Bank Visa® Gift Card

When you purchase gift cards in our branches, simply identify yourself as a Preferred Banking client and the associated fees will be waived.

City National Flex Rewards Credit Card

Preferred Banking clients may apply for a City National Flex Rewards Credit Card and earn 30,000 Bonus Points after spending $3,000 or more on the City National Flex Rewards Credit Card account during the first 90 days after the account is opened.[6]

City National Online

Preferred Banking clients can manage their accounts, bills and payments using City National Online or Direct Connect with Quicken® or QuickBooks®. Both are available with no additional fee.[7]

PREFERRED BANKING REQUIREMENTS

Minimum Opening Deposit and Qualifying Balance

A minimum opening deposit of $1,000 is required to open the Preferred Platinum Checking Account and is required to enroll in Preferred Banking. A Qualifying Balance of $250,000 is required to maintain a Preferred Banking relationship.

Qualifying Balances[1]

a. Qualifying Period. From the date your Preferred Platinum Checking Account is opened you are enrolled as a Preferred Banking client and you will have six full calendar months (the "Qualifying Period") to bring your combined qualifying balances to the required minimum balance threshold level of $250,000 or more ("Qualifying Balance"). Partial months do not apply. If, by the end of the Qualifying Period, the required minimum balance level is not reached, your enrollment in Preferred Banking will be terminated and your exclusive Preferred Banking accounts and Preferred Banking discounts and waivers will no longer be available. See Termination of Benefits, below.

b. Continuing Qualification. Once the combined minimum Qualifying Balance is reached during the Qualifying Period, the Qualifying Balance must thereafter be maintained in your qualifying accounts to avoid the Monthly Program Fee and termination of your enrollment in Preferred Banking. See Monthly Program Fee and Termination of Benefits, below.

c. Qualifying Accounts for Combined Minimum Balance. All eligible accounts with the same primary Social Security number (SSN) or Taxpayer Identification Number (TIN) are qualifying accounts for use to determine the Qualifying Balance. In addition, all investment and trust accounts linked to the client for relationship purposes as defined by City National in the bank's relationship customer database system are qualifying accounts. The primary SSN/TIN is the first SSN/TIN assigned to the Preferred Platinum Checking Account and is used for government reporting purposes. All eligible accounts of a joint owner of the Preferred Platinum Checking Account will also be used as qualifying accounts if the account has the primary SSN/TIN of that joint owner.

NOTICE OF PRIVACY WAIVER: Each joint owner of the Preferred Platinum Checking Account will be able to determine the balance of any other account that is included among the qualifying accounts. This may include the balances of an account on which that person is not a signer (for example, the individual account of another joint owner of the Preferred Platinum Checking Account). Each joint owner waives their qualifying accounts privacy rights respecting any other joint owner of the Preferred Platinum Checking Account and should weigh their privacy needs against the benefits of Preferred Banking.

d. Qualifying Account Types. The following account types, when under the same primary SSN/TIN as stated in "c," may be used for the combined balance calculation to determine the Qualifying Balance.

Deposits: All non-analyzed personal (consumer) accounts will be used, excluding bankruptcy accounts, employee benefit accounts, foreign currency deposit accounts, and pledged deposit accounts. The balance used will be the sum of the monthly average balance of each account. The monthly average balance is determined by adding each day's closing ledger balance during the calendar month and dividing the total by the number of days in the month. Deposit accounts used for any other City National discount or combined balance program will not be included in the Qualifying Balance.

Home Equity Lines of Credit and Personal Lines of Credit: Only Home Equity Lines of Credit and Personal Lines of Credit (including Personal Money Lines) that have a check access feature will be used. The balance(s) used will be the sum of the monthly average outstanding principal balance for each line of credit for each calendar month, not the amount of the total approved credit line(s).

Business Equity Lines of Credit and all other check access lines of credit, including overdraft lines of credit, are not eligible for use to satisfy the Qualifying Balance requirements. Secured Personal Lines of Credit will not be included in the Qualifying Balance.

Investment Accounts: The month-end market value of managed investment and trust accounts at City National and brokerage accounts at RBCS and RBC WM U.S. may be included to qualify. Any City National Investment Sweep Account may be used to qualify and the average monthly balance will be included. Participant balances in employer-sponsored 401(k) plans administered by City National will not be included in the Qualifying Balance. Investment accounts pledged to a third party, or used for any other discount or combined balance program, are not included in Qualifying Balance.

Non-Deposit Investment Products:

- **Are Not Insured by the FDIC.**
- **Are Not Deposits or Other Obligations of the Bank and Are Not Guaranteed by the Bank; and,**
- **Are Subject to Investment Risks, Including Possible Loss of the Principal Invested.**

Monthly Program Fee[1]

If the combined minimum balance threshold is not met during any calendar month after the Qualifying Period, a $50 monthly Program Fee will be assessed for each such month against the Preferred Platinum Checking Account or the account to which it is converted in the event of termination of Preferred Banking status. If applicable, the fee will be assessed no earlier than the fifteenth of the following month and no later than three Business Days following that date.

Termination of Benefits

If the combined minimum balance threshold is not met during the Qualifying Period or for any three consecutive calendar months after the Qualifying Period, you will no longer be eligible for Preferred Banking and City National will have the right to terminate your enrollment in Preferred Banking. If your enrollment is terminated, your Preferred Platinum Checking Account will be converted to another checking account type, your Preferred Ladder Account, if any, will be converted to another eligible money market account type to which we agree, and all other benefits and discounts will be discontinued except as otherwise required by law. Any associated Preferred Family Checking Account will be converted to another eligible checking account type to which we agree upon notice to the account holder.

If you close your Preferred Platinum Checking Account or request that the account be converted to another type of account, you will no longer be eligible for Preferred Banking, your Preferred Ladder Account (if applicable) will be converted to another eligible money market account type to which we agree, and all other benefits and discounts will be discontinued except as otherwise required by law. Any associated Preferred Family Checking Accounts will be converted to another eligible checking account type to which we agree upon notice to the account holder.

For minimum balance requirements and monthly maintenance fees, charges and other requirements for other account types, please see the applicable *Fee Schedule and Other Account Information: Personal Products and Services*.

City National reserves the right to close your accounts without conversion and terminate Preferred Banking in the event your account, or any one of them, is not maintained in good standing. All benefits and discounts of Preferred Banking will then be terminated, except as otherwise required by law.

Interest on Deposit Accounts

The Preferred Platinum Checking, Preferred Ladder Money Market and Preferred Family Checking accounts are variable rate interest-bearing deposit accounts. At our discretion, City National may change the Annual Percentage Yield (APY) and interest rate on your account at any time. The interest tier structure for the accounts is set forth in the Interest Rate Bulletin for Preferred Banking that you received upon account opening and is available upon request. For additional information about interest paid on deposit accounts, see the applicable *Fee Schedule and Other Account Information: Personal Products and Services.*

For current interest rate or interest tier information, contact your Relationship Manager.

Additional Terms, Conditions and Fees

Preferred Platinum Checking, Preferred Family Checking and Preferred Ladder Money Market Accounts may not be used for any other City National account or product requiring or permitting a combined balance, unless otherwise specified in writing. Additional terms and conditions and fees affecting Preferred Platinum Checking, Preferred Family Checking and Preferred Ladder Money Market Accounts are contained in the most current versions of the City National *Account Agreement and Disclosures* and the *Fee Schedule and Other Account Information: Personal Products and Services*. Check with your City National Relationship Manager for the most current versions or at any City National office. To the extent of any inconsistency between these versions and this Disclosure, this Disclosure will control. All terms, conditions, qualifications requirements and fees are subject to change by City National at any time without notice except as required by law.

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[1] The combined qualifying balance of $250,000 and the monthly program fee of $50 will be waived if the following criteria have been met: (i) you are a business client with a City National Business Analyzed or Business Builder *Elite* deposit account, or a business client of either Commercial Banking or Specialty Banking with a deposit account (any type), who is either an owner, partner or authorized signer of that account; and (ii) you currently do not have a Preferred Banking relationship. This waiver remains effective as long as the City National business account is open and in good standing, and you remain an owner, partner or authorized signer on that business account.

[2] To administer the benefits of Preferred Banking, account balance and other information (non-public personal information) is shared between City National, RBCS, and RBC WM U.S. By maintaining a Preferred Banking relationship, you are opting in to this sharing. This applies even if you elect to opt out of other information sharing.

[3] The ATM/Check Card International Transaction Fee is not a surcharge and is not included in the waiver of surcharges.

[4] Currency is sold or purchased at City National's announced rates. Currency returned following delivery will be repurchased at City National's then current purchase rate. Orders for currency cancelled following confirmation but before delivery are subject to reversal at City National's then current purchase rate. Special orders for currency not carried in stock must be prepaid. For additional information about Foreign Currency Service, go to cnb.com or ask your Relationship Manager.

[5] Online trades less than $5 per share are subject to RBCS' standard commission rates as set forth in the CNS Commission & Transaction Fee Schedule. Available only for online equity trades, including stock and exchange traded funds (ETF) trades. Standard brokerage fees apply for all other transactions, including option trading, mutual fund transactions, account transfer and processing, account maintenance, account termination, and IRA custodial accounts transactions. RBCS reserves the right to change or suspend this program at any time. Brokerage services provided by RBC Securities, Inc., member FINRA/SIPC, a wholly-owned subsidiary of City National. Preferred Banking clients will receive commission-free online equity trades with RBC Securities, Inc. ("RBCS") of up to 5,000 shares per trade for shares of $5 or more. Online equity trades over 5,000 shares are charged $0.01 per share on the entire order, subject to RBCS terms and conditions. Offer available to one RBCS self-directed online brokerage account associated with each Preferred Platinum Checking Account.

[6] The City National Flex Rewards Credit Card is subject to credit approval. The 30,000 Bonus Points offer is available to clients who do not currently have and have not had within the 24 months prior to the date of application, a City National Visa personal credit card account. If you apply and are approved for the City National Flex Rewards Credit Card account, to qualify and receive the 30,000 Bonus Points, you must make net new purchases (purchases less returns and credits) totaling $3,000 or more, which are posted to your City National Flex Reward Credit Card account during the first 90 days following the date of account opening. The posting date for a purchase may be later than the transaction date, depending on the date merchant information is received by City National. Therefore, if a purchase takes place near the end of the 90-day period, the posting date may not occur until after the expiration date of the 90-day period, in which case the purchase will not be counted toward the $3,000 or more spending requirement. Bonus Points are earned on a per account basis and not on each card issued under an account. PIN-based and ATM transactions do not earn Points. Taxes on the Bonus Points, if any, are the cardholder's responsibility. After qualifying, please allow four to six weeks for the Bonus Points to be credited to your City National Rewards account. To be eligible for this Bonus Points offer, the City National Flex Rewards Credit Card account must be open and in good standing (such as, not delinquent, or otherwise in default) at the time the Bonus Points are posted to your City National Rewards account. See the City National Rewards Program Terms, Conditions and Program Rules ("Program Rules") at cnb.com/flex for further information about earning Points. Program Rules are subject to change at any time without notice. NOTE: CITY NATIONAL MAY, FROM TIME TO TIME, HAVE BONUS POINTS OFFERS AVAILABLE ON ITS PERSONAL CREDIT CARD PRODUCTS THAT DIFFER FROM THE OFFER DESCRIBED ABOVE. SUCH OFFERS MAY INCLUDE A HIGHER OR LOWER AMOUNT OF BONUS POINTS FOR A HIGHER OR LOWER AMOUNT OF NET PURCHASE TRANSACTIONS. PLEASE CONTACT YOUR CITY NATIONAL RELATIONSHIP MANAGER OR PERSONAL BANKER TO LEARN ABOUT THE AVAILABILITY AND TERMS OF ANY OTHER BONUS POINTS OFFERS. BONUS POINTS OFFERS CANNOT BE COMBINED. IF YOU APPLY FOR A CITY NATIONAL FLEX REWARDS CARD UNDER ONE OF SUCH OTHER BONUS POINTS OFFERS, THEN THE AMOUNT OF BONUS POINTS INDICATED IN THAT OFFER WILL APPLY. In addition to the City National Flex Rewards Card, City National offers a City National Crystal Visa Infinite Card and City National Now Card, which have different features, benefits, and pricing than the City National Flex Rewards Card. Ask us for details.

[7] Quicken and QuickBooks are registered trademarks of Intuit, Inc.

CITY NATIONAL BANK
AN RBC COMPANY

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ACCOUNT AGREEMENT AND DISCLOSURES

Effective April 10, 2026

Non-Deposit Investment Products:
- ***Are not insured by the FDIC;***
- ***Are not deposits or other obligations of the Bank and are not guaranteed by the Bank; and,***
- ***Are subject to investment risks, including possible loss of the principal invested***

INTRODUCTION

Welcome to City National Bank! We are proud of the banking services we offer and trust they will be of value to you. We encourage you to compare our services and our prices with those of other financial institutions. All of us at City National Bank thank you for your business and look forward to serving all your financial needs.

How to Access Your Account. You can access your account and get information about our accounts and services:

- At any of our offices
- At City National Bank ATMs or other network ATMs
- By contacting your Relationship Manager or (800) 773-7100
- Through cnb.com, online banking or mobile banking

Terms Used to Refer to the Client and City National Bank. When we refer to our "client" or "you" or "your" or "yours," we mean each person or entity having an ownership interest in the account established with us or using a service we provide and, unless otherwise indicated, any person authorized to sign on any account established by you with us. When we refer to "CNB," "City National," "the Bank," "we," "us" or "our," we mean City National Bank or RBC Securities, Inc. When we refer to an "affiliate," we include our own managed affiliates and Royal Bank of Canada ("RBC"), and the subsidiaries it controls. CNB is an indirect subsidiary of RBC. Please refer to the "Glossary of Terms and Acronyms" for definitions of other terms and acronyms used herein.

AGREEMENT FOR ACCOUNT(S)

THIS AGREEMENT

This Account Agreement and Disclosures and the other documents listed below constitute the terms and conditions that govern the deposit products and many of the banking services we make available to you (collectively, the "Agreement"). **Please read them carefully.**

- The Personal Account Agreement or the Business Account Agreement, as applicable;
- The applicable fee schedule(s), which sets forth our fees and provide additional information about our accounts and services;
- The Consumer Electronic Fund Transfer Agreement and Disclosure or the Business Electronic Fund Transfer Agreement and Disclosure, as applicable;
- The Treasury Management Services Disclosure and Agreement, if applicable;
- The Privacy Notice, Privacy Statement and other privacy disclosure(s) (collectively, "Privacy Policy") available in the Privacy & Security section at cnb.com or by contacting us;
- Any additional disclosures we provide to you about your account and related services, including any addenda to the Agreement, as applicable;
- Any additional documents agreed to between you and us.

You agree to the Agreement by signing or electronically agreeing to the Personal or Business Account Agreement for account(s) or by you (or the persons acting on your behalf) using the account(s) and related service(s). The documents that comprise the Agreement are designed to be used together and they explain the terms of our products and services and your rights and responsibilities when you use the products and services. You are responsible for knowing and understanding the terms and conditions stated in the Agreement for the accounts and services you use. You are responsible for ensuring that any Authorized Signer(s) on your account(s) is familiar with the Agreement. Please keep the Agreement and any changes we may provide for your reference.

If you need another copy of any document which is a part of the Agreement or further information about our products and services, please contact your Relationship Manager, a Client Representative or a member of our branch staff. You may also call us at the telephone number listed on your statement or visit us at our website, *cnb.com*.

CHANGES TO THE AGREEMENT

We may change the Agreement at any time. The change may include adding new terms or deleting or changing existing terms. We may also add, convert, substitute or discontinue accounts, products and/or services at any time. We will provide you notice of any changes as required by law. We may, but do not have to, notify you of any change if we determine in good faith that the change is beneficial to you or is made for security reasons.

Notice of any change may be provided by mailing notice to you at the address in our records (including with your account statement), posting notice on our website, providing notice through our online banking service, or otherwise making it available to you. For multi-owner accounts, notice to one owner is notice to all owners. If there is a change to the Agreement and you (or the persons acting on your behalf) continue to maintain or use the account(s) or service(s) after the change, you will be deemed to have agreed to the change.

GOVERNING LAW

The Agreement, and your and our rights and obligations under the Agreement, are governed by federal law and the law of the state of the CNB location where your account, relationship or service is maintained, without regard to conflict of laws principles.

Except as otherwise provided in the "Dispute Resolution" section at the end of this document, if any provision of the Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. To the extent this Agreement contains variations from applicable law or regulation as allowed by law, the terms and conditions of this Agreement will govern.

CONTRACT LANGUAGE

English is the controlling language of the relationship between you and us. While we may translate our forms, disclosures and advertisements into another language for your convenience, unless we otherwise agree in writing or we are specifically otherwise required by law, in the event of a conflict between our English language materials and our material in another language, the English language version shall control.

OPENING YOUR ACCOUNT AND ACCOUNT INFORMATION

IDENTIFYING YOU

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.

This means when you open an account, we will ask for your name, address, date of birth, and your tax identification number. For business accounts, we may require identification information relating to the beneficial owners of the business and individuals who will be conducting business with us on behalf of a business or entity. We may also ask to see your driver's license or other identifying documents or require other information that will allow us to identify you. We may decline to open an account if we do not receive sufficient information or documentation. We may request additional information (including new signature exemplars) at any time.

RELIANCE ON YOUR INFORMATION

When you open an account with us, you provide us information about yourself and confirm it is correct. You agree that we may rely on that information until you notify us of any change and we have had a reasonable time to act on the new information.

TAXPAYER INFORMATION

When you open an account, we are required by law to obtain a certified taxpayer identification number ("TIN") and, if applicable, information regarding your backup withholding status. When you apply for an account, you certify that you have provided the correct TIN for the account holder and the correct backup withholding status. If you are subject to backup withholding (or if the IRS notifies us that we do not have the correct TIN for you), we may be required to backup withhold at the current backup withholding rate on interest paid to your account and pay it to the IRS. We may decline to open an account or we may close an open account for which you do not provide a certified TIN even if you are exempt from backup withholding and information reporting.

Generally, we are required by law to report to the IRS interest income, dividends and other payments paid to you in connection with your account. For more information on tax matters, please consult with your tax advisor.

CONSUMER REPORTS AND OTHER INQUIRIES

In order to consider a request to open an account and for other legitimate purposes, we may request information from consumer reporting agencies, account information services, our affiliates and other third parties. By submitting a request to open an account, you authorize us to obtain information about you from time to time from consumer reporting agencies, account information services, our affiliates, and other third parties.

In addition, we may disclose information about your accounts to consumer reporting agencies and to other persons or agencies who, in our judgment, have a legitimate purpose. For example, we may report the status of or the closure of your account to consumer reporting agencies, our affiliates and other third parties and we may provide information in response to any subpoena, summons, court or administrative order, or other legal process.

We may verify information about you when you establish a new account with us and periodically thereafter using consumer reporting agencies and other sources as we determine. We may decline to open an account or we may close an open account based on any information received that we consider adverse. We will provide you the name and address of the sources from which we obtained information as required by law and upon request unless we are otherwise prohibited from doing so. If your account is declined based on adverse information received from our source, you may request that the source provide you a free copy of the information the source supplied to us.

PRIVACY POLICY

The privacy and security of your information is important to us. Please refer to our Privacy Notice, and our Privacy Statement and other privacy disclosure(s) which are available in the Privacy & Security section at cnb.com.

You specifically waive any privacy protection rights provided under the law of any foreign country or jurisdiction. Your privacy protection rights arise under the laws of the United States of America and applicable state law.

COMMUNICATIONS BETWEEN US

COMMUNICATION WITH YOU

We may contact you for fraud prevention, account servicing or other permissible business purposes. We may contact you by mail, courier, phone (whether mobile or landline), fax, email, text message, or through our online banking service or mobile banking. You agree we may use text messaging, artificial or pre-recorded voice messages, and automatic telephone dialing systems to contact the telephone number you provide, as permitted by law.

TELEPHONE MONITORING AND RECORDING

When you or someone on your behalf provides us a telephone number or calls us, you authorize us to call you at that number, and to monitor and to record telephone and other electronic communications the caller has with us and with our representatives for business purposes, including security and quality assurance. The caller may hear a beep tone when a call is being recorded or,

if there is no beep tone, the caller may be asked, in advance, for consent to record the telephone conversation or told the call is being recorded. By continuing the telephone call after hearing the beep tone or being otherwise notified, the caller agrees to our right to record the telephone conversation. We may retain any telephone recording for such time as we shall determine but we shall have no liability to you if we do not retain the recording.

INSTRUCTIONS RECEIVED BY FACSIMILE OR ELECTRONIC MAIL (EMAIL) OR ON TELEPHONE ANSWERING MACHINES

We are not required to act upon instructions received by facsimile, electronic mail or on a telephone answering machine and shall not be liable or responsible to you for our failure to act on any such instruction unless we otherwise specifically agree in writing. In the event we do act on any such instruction received from you or from an authorized person acting on your behalf, you shall be bound by the instruction. An instruction received by facsimile shall not be deemed received until the instruction is actually received and reviewed by our employee or agent responsible to carry out the instruction. An instruction received by electronic mail shall not be deemed received until the instruction is actually opened and reviewed by the addressee. An instruction received on a telephone answering machine shall not be deemed received until the instruction is actually reviewed by our employee or agent responsible to carry out the instruction.

Please remember, transmissions by telephone (including facsimile transmissions) and electronic mail may not be secure and may be intercepted or viewed by third persons. Do not use these transmission media to communicate with us unless you are confident that your transmission will not be intercepted or you are willing to assume the risk of such interception. Ensure your computer system, your other electronic devices and your Security Items are free from harmful or malicious software and secure.

ACCOUNT TYPES & OWNERSHIP

BUSINESS ACCOUNTS

Any deposit account which is not held or maintained primarily for personal, family or household purposes. A business account is available to business entities, including corporations, professional corporations, limited partnerships, general partnerships, limited liability partnerships, sole ownership businesses (sole proprietorships), limited liability companies, professional limited liability companies, charitable organizations, embassies, consulates and diplomatic missions, statutory trusts, unincorporated associations of persons, public agencies and foreign business entities.

For a business account, each person signing the Business Account Agreement represents and warrants that they are fully authorized to execute all documents on behalf of the business and have provided evidence of such authority acceptable to us. **Please note**: We may refuse to recognize any resolution affecting the account that is not on our form or that appears incomplete or improper.

We consider your account to be a business account if you tell us it is at the time you establish the account with us or at any later time. We may also consider your account to be a business account if we determine, in our sole discretion, that the transaction activity and volume is not for personal, family or household purposes. If we consider your account to be a business account, we reserve the right to charge your account the fees and charges applicable to businesses. We will notify you of any change in your account status.

PERSONAL ACCOUNTS

Any deposit account which is held or maintained primarily for personal, family or household purposes. A consumer account may be owned by one individual, jointly with other individuals, or in trust for (or for the benefit of) one or more individuals. We offer the following types of account ownership for individuals. **Please note**: Your Last Will and Testament ("Last Will") may not control the disposition of funds held in some of these accounts.

Individual

The owner of the account is one individual. When the owner dies, ownership of funds in the account passes as part of the owner's estate to the owner's successor in interest under the owner's Last Will or by intestacy unless you have indicated a beneficiary by a "pay on death" instruction where permitted by law (see below).

Joint Tenancy (with Right of Survivorship)

The owners of the account are two or more individuals. All owners of the account have equal and undivided ownership in the whole account during their respective lifetimes. When an owner dies, the funds in the account belong to the surviving owner or owners automatically. Unless specifically indicated otherwise, each account held in joint tenancy is presumed to be held in joint tenancy with right of survivorship. A "pay on death" instruction may be added to this account where permitted by law (see below).

Bank Account Trust (Totten Trust)

When an account is opened with ownership showing one party (the "trustee") "...in trust for..." another party (the "beneficiary") and there is no written trust agreement, in the absence of other facts, the trustee (or trustees) is/are the owner(s) of the account and the beneficiary(ies) has no interest in the account until the trustee, or all of the trustees, dies. We will pay the funds in the account to the trustee during his or her lifetime or to the surviving trustee(s) if there is more than one trustee. When the last trustee dies, the balance in the account is paid to the surviving named beneficiary or, if there is more than one surviving beneficiary, to the beneficiaries in equal shares, unless we are otherwise instructed by the trustee in writing prior to the death of the trustee or last surviving trustee. The trustee must keep us informed about each beneficiary's location. However, we are not responsible to notify beneficiaries of the existence of the account or death of the trustee and we may not do so.

Community Property (Available Where Allowed by Law)

The owners of the account are married or are registered domestic partners under the law and each owner has an interest in the account. When one spouse or partner dies, ownership does not automatically pass to the surviving spouse or partner because the deceased spouse or partner can pass his or her interest by Last Will to someone else. To open a community property account you must clearly indicate on the account agreement that the account is held as "Community Property."

Fiduciary (Trusts, Estates, Guardianships, etc.)

Executors, administrators, conservators, personal representatives, guardians or trustees under written trust agreements, court orders or other documents may open accounts as fiduciaries. We may require and you shall provide evidence of the authority of such person or persons to act, such as a copy of the court order appointing the fiduciary, or a copy of the trust instrument, or portions of the trust instrument or appropriate trustee certification. This documentation will verify that the person or persons opening the account is or are the designated fiduciary, his or her powers, the provisions for succession and any unusual provisions.

Pay-on-Death Instruction (Available Where Allowed by Law)

Clients who maintain individual, joint tenancy or sole proprietorship accounts may designate a "pay-on-death" beneficiary or beneficiaries on a form provided by us. An individual or sole proprietorship account with such a beneficiary is owned by the individual or sole proprietor and upon the owner's death we will deliver the funds in the account to the beneficiary or beneficiaries. A joint tenancy account with such beneficiary or beneficiaries is owned by the joint tenants. Upon the death of one joint tenant, the surviving joint tenant or tenants own the account. Upon the death of the last surviving joint tenant, we will deliver the funds to the then designated surviving beneficiary or beneficiaries. Any joint tenant or surviving joint tenant may change a beneficiary at any time. If there is more than one beneficiary, we will pay the funds in the account to the beneficiaries in equal shares, unless we are otherwise instructed by the owner in writing prior to the owner's death or the death of the last surviving owner. Each owner must keep us informed about each beneficiary's location. However, we are not responsible to notify a beneficiary of the existence of the account or the death of the owner and we may not do so. A beneficiary may be an organization.

Tenancy-in-Common
All owners of the account have ownership in the account but the percentage of each owner's interest may vary. When an owner dies, that owner's interest in the account passes as part of the owner's estate to the owner's successor in interest under the owner's Last Will or by intestacy. The surviving owners are not entitled to the deceased owner's share by reason of the account ownership. To open a tenancy-in-common account you must clearly indicate on the account agreement that the account is held as "Tenants-in-Common."

Transfers to Minors
A person may open an account under the provisions of law which allow for transfers or gifts to minors. The person opening the account is the custodian but the account is owned by the minor. If the custodian resigns, is removed or dies, upon satisfactory proof, we will deliver the funds to a successor custodian or to the minor in accordance with law. A custodian may designate a successor custodian on CNB's records. **Please note:** Unless otherwise allowed by law, there may be only one custodian and only one minor for each account. Also, where allowed by law you may delay the time for transfer of the account to the minor by special provision when the account is established.

Accounts Owned by Minors
Unless otherwise allowed by law, a minor does not have the legal capacity to open an account. A minor may only open an account to the extent permitted by applicable law and Bank policy.

FOREIGN CURRENCY DENOMINATED ACCOUNTS

Any deposit account (business or personal) that is in one of the foreign currencies offered by Bank in the form of a demand deposit account (a "FCDA") or an interest-bearing time deposit account (a "FCTD"). FCDAs and FCTDs are collectively referred to as "Foreign Currency Accounts."

Each Foreign Currency Account will be maintained by us in the foreign currency denomination selected by you from the foreign currencies establishing such account from the foreign currencies made available by us from time to time for deposit into a Foreign Currency Account. Deposits into and withdrawals from a Foreign Currency Account will only be made in the foreign currency selected for such account. Bank does not recommend any foreign currency and will maintain the Foreign Currency Accounts based on the foreign currencies selected by you.

If you deliver U.S. Dollars ("USD") (or other foreign currency acceptable to us) for deposit into a FCDA or instruct that USD (or other foreign currency acceptable to us) be withdrawn from another account with us for deposit into a FCDA, we will exchange the USD (or other foreign currency acceptable to us) into the selected foreign currency at our then-current selling rate for that foreign currency and credit the FCDA for the amount of the foreign currency. You may make additional deposits to the FCDA using USD (or other foreign currency acceptable to us) for exchange into the foreign currency in which the FCDA is denominated as stated or deposit additional denominated foreign currency.

In the event you present for deposit into a FCDA, a negotiable item in the same foreign currency, we may accept such items on a collection basis and, upon payment, credit the amount of the foreign currency actually received by us to the FCDA. If payment of the collection is made in a currency different than that designated for the FCDA, we will exchange the currency into the selected foreign currency at our then-current selling rate for that foreign currency. Additional fees and charges may apply for the collection of such items and any currency conversions, which you agree that we may deduct from the FCDA or any other account you maintain with us. Please see section entitled "Collection Items" and "Foreign Currency Items" for more information.

No Foreign Currency Account is subject to withdrawal by you via check, debit card, automated clearinghouse entry or other third party debit. Withdrawals from each FCDA shall be by wire transfer, except as otherwise permitted by Bank. Withdrawals from a FCTD can only be done by transferring the funds to a linked FCDA. In the event (i) you request withdrawal from a FCDA and such withdrawal requires currency conversion (e.g., from the selected currency of the FCDA into USD or other foreign currency acceptable to us), or (ii) a Foreign Currency Account is closed by you or us, and such closure requires currency conversion to USD (or other foreign currency acceptable to us), we will withdraw the requested currency amount and make the applicable currency exchange at our then-current buying rate for the requested currency. For purposes of clarification, if for whatever reason, a FCTD is closed without a linked FCDA, the FCTD will be closed in accordance with subclause (ii) of the preceding sentence, subject to any early withdrawal penalty and other fees and charges.

EACH FOREIGN CURRENCY ACCOUNT IS SUBJECT TO EXCHANGE RATE RISK. EXCHANGE RATE RISK IS THE RISK OF FLUCTUATION OR CHANGE IN VALUE OF THE FOREIGN CURRENCY IN AN ACCOUNT RELATIVE TO USD OR OTHER CURRENCIES. EXCHANGE RATES ARE VOLATILE, AND ARE AFFECTED BY A VARIETY OF FACTORS, INCLUDING BUT NOT LIMITED TO ECONOMIC, POLITICAL AND SOCIAL FACTORS, AS WELL AS SUPPLY AND DEMAND, GOVERNMENT INTERVENTION AND VALUATION ADJUSTMENT. IN NO EVENT SHALL BANK, ITS OFFICERS, EMPLOYEES, DIRECTORS OR AGENTS BE RESPONSIBLE OR LIABLE FOR ANY LOSS ARISING BY REASON OF EXCHANGE RATE RISK.

Foreign Currency Accounts may be eligible for FDIC insurance subject to the limits allowed by the FDIC in equivalent U.S. Dollars. Any payment by the FDIC will be subject to the then-current regulations of the FDIC respecting foreign currency denominated accounts. **Note: FDIC insurance coverage does not protect against exchange rate risk.**

Foreign Currency Accounts are not transferable or assignable, as collateral or otherwise, without our prior written consent.

Additional Terms for FCTDs
If the Foreign Currency Account is a FCTD, the following terms also apply, in addition to the terms in the section entitled "Certificates of Deposit" below, the receipt for the FCTD, and any confirmation provided by us in connection with the FCTD.

You must have a FCDA to open a FCTD. Each FCTD must be linked to a FCDA, and they must be in the same currency. Deposits into the FCTD will only be debited from the linked FCDA. We may establish a minimum USD equivalent balance (the "Minimum Balance") for opening a FCTD from time to time. We reserve the right to require the Minimum Balance in the FCTD at all times. If the Minimum Balance is not maintained, we may, at our option, close the FCTD by withdrawing the balance and crediting the funds to the linked FCDA.

Each FCTD will have a single maturity term and will not automatically renew. At the maturity of the FCTD, the principal and accrued interest will be credited to the linked FCDA. No interest will accrue or be paid after maturity.

AUTHORIZED SIGNERS

An "Authorized Signer" is a person (or persons) who has your actual or apparent authority to withdraw funds from your account and to give other instructions to us with respect to your account even if such person(s) have not signed the Personal Account Agreement or Business Account Agreement, as applicable. We may act upon the verbal or written instructions of any one Authorized Signer on the account and will have no liability for doing so. For some actions, we may require written authorizations.

You shall notify us promptly of any change of Authorized Signers. We may continue to rely on the authority of any Authorized Signer until we have been notified and given a reasonable opportunity to give effect to such change. You agree that we may continue to pay items and other transactions presented for payment signed by a person who is no longer authorized to sign on your account unless you specifically advise us not to pay such items, in which event we may require you to issue a stop payment order for each such item or we may require you to close your account and transfer the balance to a new account.

You agree we may rely on signature exemplars provided by you (e.g., on a signature card) or otherwise based on our records (including our electronic records) relating to your account or

service. You agree to provide us updated signature samples upon our request.

Multiple Signatures

We have no duty to enforce multiple signature requirements that you may agree among yourselves, whether or not we have notice of such requirements. We are not required to honor your request for more than one Authorized Signer on any item or order for withdrawal drawn on your account. You acknowledge and understand that we do not physically examine each check to determine if it is properly signed. If we do expressly agree in writing to require multiple signatures for a withdrawal order, you acknowledge that you have a continuing duty to review statements as set forth in the "Duty to Review Your Statements" section. If you do not report a missing signature to us within 30 days (14 days for businesses) from the receipt of the first statement containing an item with a missing signature, each item signed by one Authorized Signer thereafter shall be deemed approved by you for payment. An additional fee may be charged for an account which requires multiple signatures.

Please note: Transactions conducted on or through online banking, mobile banking, or other electronic means and certain services, such as ACH, wire and other funds transfer or treasury management services may be authorized or conducted by a single Authorized Signer (or delegate thereof) notwithstanding any multiple signature requirements on an account.

ACCOUNT OWNERSHIP CHANGE

You will promptly notify us of any change of ownership of your account (or any business account on which you are an Authorized Signer). If we agree to a change in account ownership, we may require that the change be made by closing the account and that you enter into a new account agreement and for business accounts, that documentation supporting the change of ownership before any ownership change is permitted and any Authorized Signer on the account is changed. You will cooperate with us to document any change in ownership. We may restrict access to the account until documentation satisfactory to us is received and we shall incur no liability for any such restriction.

ASSIGNMENT OF ACCOUNT

You may not assign, transfer or pledge any account without our express written consent. We are not required to accept, act upon, or acknowledge any document which purports to assign your account or any interest in it, including a notice of a security interest. We will not be responsible or liable to you or any third party for not acting upon the terms or conditions of any such assignment unless we acknowledge the assignment in writing or enter into a control agreement under applicable provisions of law. We may charge a fee for this service.

Any transfer or assignment that we consent to will be subject to our right of set-off to the fullest extent permitted by applicable law.

DEATH OR INCAPACITY OF ACCOUNT OWNERS OR SIGNERS

You agree to notify us at once in writing of the death or incapacity of an account owner or any Authorized Signer or of any designated beneficiary of your account. You agree to inform each person authorized to sign on your account of the obligation to notify us of any such death or incapacity. Until we receive notice of death or incapacity, we may continue to handle the account as if such person is alive and competent. When we receive notice of death or incapacity, we may place a hold on the account and refuse to accept deposits or permit withdrawals. We may hold any funds in the account until we know the identity of the successor owner(s) of the account.

If a deposit (such as salary, pension, Social Security and Supplemental Security Income) payable to the deceased owner is credited to the account and we believe the payor is entitled to return of the funds, we may debit the account for the deposit and return it to the payer. If the funds have been withdrawn or transferred to another account, we may debit any account of the transferee for the lesser of the amount of the withdrawal or the amount of the payment to the fullest extent permitted by applicable law.

POWER OF ATTORNEY AND AGENTS

If you are authorized to do so, you may appoint an agent to conduct transactions on your account on your behalf by executing a power of attorney or providing other agency documentation acceptable to us. You are responsible for and are bound by the acts of your agent. You agree not to hold us responsible for any Loss you may incur as a result of our following instructions of an agent who appears to be acting under a valid power of attorney or other agency documentation.

If you appoint an agent using a power of attorney form other than our form or other agency documentation, we must review the form or documentation to determine if we will honor it and recognize the authority of your agent.

If we agree to recognize your agent, you agree that we may continue to do so until you notify us otherwise in writing or until we are presented with proof that the agency authorization has been terminated by death, court order or other legal means, such as revocation.

OWNERSHIP DISPUTE AND ADVERSE CLAIMS

If we receive conflicting instructions or adverse claims to funds in an account and cannot, in good faith, determine the rights of the claimants to the funds, we may, at our option, (1) restrict the account and deny access to all or a portion of the funds without liability to anyone until the rights of the claimants are determined to our satisfaction, (2) continue to rely on the documents we have on file for the account, (3) close the account and send the funds to the owners of the account as stated in our records to the statement mailing address, (4) interplead all or any portion of the funds to an appropriate court after deducting our expenses for the interpleader or (5) resolve the matter in accordance with the procedures set forth in the "Dispute Resolution: For Accounts and Services" section.

ACCOUNT STATEMENTS AND OTHER COMMUNICATIONS

STATEMENTS

We will mail, send electronically, or otherwise make available to you an account statement for each statement period to the postal and/or electronic address associated with your account. We do not provide statements for time deposits (or certificates of deposit). If there is more than one account owner, a statement sent to one owner shall be deemed sent to all.

Your account statement is deemed received:

- If mailed, by the 3rd Business Day after mailing;
- If electronically delivered, when made available to you.

If a statement is held for pickup and you do not pick it up by the time set by us, we may, at our option, mail the statement to you at any address in our records or we may destroy the statement at a time set by us. If a statement is mailed to you and is returned to us as undeliverable, we may destroy the statement at a time set by us. We have no obligation to continue to mail statements to you if a statement is returned to us as undeliverable.

YOUR DUTY TO REVIEW STATEMENTS

For Consumer Accounts. If you are a consumer, meaning a natural person, and your account is established primarily for personal, family or household purposes, you must review each statement and any notice we make available to you promptly but at most within 30 calendar days from the time we make the statement available and notify us immediately if the statement reflects a forged or unauthorized item or transaction. If you do not receive your bank statement when you should, contact us at once.

For Business Accounts. A shorter period for review applies if you are a business or other client who is not a consumer. You must review each statement we make available to you within 14 calendar days from the time we make it available and notify us if the statement reflects a forged or unauthorized item or transaction as stated above.

NOTIFYING US OF UNAUTHORIZED TRANSACTIONS AND ERRORS

If you discover an error, forgery, alteration or other unauthorized activity involving your account, you must notify us immediately. If you fail to notify us within the times set forth in the "Your Duty to Review Statements" section of an unauthorized signature, alteration, forgery, counterfeit check or other unauthorized transaction involving any of your accounts, we will not be responsible for subsequent unauthorized transactions by the same wrongdoer or if done in a similar manner. Without regard to care or lack of care of either you or us, if you do not report an error or an unauthorized signature, alteration, forgery, counterfeit check, or other unauthorized debit to your account ***within 60 days*** after the date of your statement or the date the information about the item or transaction is made available to you, whichever is earlier, you are precluded from asserting the error or unauthorized transaction against us.

When you notify us of an error, forgery, alteration or other unauthorized transaction, we will investigate. If you claim a credit or refund, we may require you to:

- Provide a sworn statement or written declaration of the relevant facts, including a description of the transaction or error and the identity of any suspected perpetrator, and any other documents or information we may request
- Notify law enforcement and provide us a copy of the crime report
- Cooperate fully with our investigation

We will have a reasonable period of time, or period of time as may be specified by law, to investigate the circumstances surrounding any claimed Loss. During our investigation, we will have no obligation to provisionally credit your account, unless otherwise required by law. If we do provide you with provisional credit, we may reverse the credit if we determine the transaction was authorized or, to the extent permitted by law, you do not cooperate fully with us in the investigation or recovery efforts. Our liability will be limited in accordance with the "Limitation on Liability" section.

In addition, you agree to pursue all rights you may have, including under any insurance policy covering any Loss, and to provide us with information regarding coverage including, but not limited to, your insurance carrier, policy number, policy limits, and applicable deductibles. Your failure to cooperate with our reasonable requests shall relieve us from liability to you for any Loss you allege you may have incurred except as otherwise required by law. Our liability (if any) will be reduced by the amount of any recovery you receive or are entitled to receive for the Loss, including any insurance proceeds. If we reimburse you for a Loss and the Loss is covered by insurance, you agree to assign us your rights under the insurance policy to the extent of our reimbursement. You waive all rights of subrogation against us with respect to any insurance policy or bond.

For Consumer Electronic Fund Transfers. For specific information on unauthorized consumer electronic fund transfers, which have difference notice periods and requirements, see our *Consumer Electronic Fund Transfer Agreement and Disclosure*.

For Business Electronic Fund Transfers. Business electronic fund transfers do NOT share the same protections as Consumer Electronic Fund Transfers. See the *Business Electronic Fund Transfer Agreement and Disclosure*.

To request a copy or for more information, visit cnb.com or contact your Relationship Manager or Client Representative at your branch.

STATEMENT RECONCILIATION

You shall employ generally accepted accounting principles to safeguard the preparation and reconciliation of items drawn on your account. If you entrust the preparation and reconciliation of items drawn on your account to anyone other than yourself or, if you are a business, to the same person who prepares your checks and other debits, you agree you will have monthly audits of your accounts by a third party.

ADDRESS CHANGES

We may send statements, notices and other communications regarding your account to you at the electronic or mailing address we have in our records for your account. If your address changes, you agree to notify us. You must allow 30 days for an address change to become effective. The address will only be changed for the account or accounts you specify and will not affect any other accounts you have with us unless you specify that you want the address changed for those accounts as well.

If the United States Postal Service (or one of its agents) informs us that your address has changed, we may change your address on our records to the address provided by the Postal Service, and send statements, notices and other communications regarding your account to that new address. We may destroy communications that we send and which are returned to us as undeliverable.

You expressly authorize us to obtain address information from any government agency and in so doing you waive any rights to the contrary under applicable law.

CHECKING AND SAVINGS ACCOUNTS

PROCESSING DEPOSITS

Accepting or Cashing Items for Deposit

We may accept, accept for collection only, refuse, or return all or part of any deposit. We may also impose any requirements or conditions before we accept a deposit, such as requiring an acceptable form of identification, an endorsement guarantee or requiring an item to be endorsed by all parties to whom the items are payable. For example, we may refuse an item for deposit if:

- an item is made out to a payee not on your account (i.e., third-party payee)
- we cannot verify an endorsement on an item
- it is a non-U.S. item
- it is an item issued on a credit account (e.g., credit card convenience check)
- it is a cash deposit made into consumer accounts by non-account owners

We generally cannot verify that checks, money orders, cashier's checks or other items are authentic, valid or issued against good funds at the time you ask us to cash or deposit them.

If we accept an item for deposit:

- we are not required to question the identity and authority of the person making the deposit
- and your account is overdrawn, we may use the deposit to pay the overdraft and any fees due
- and the deposit is not paid for any reason or is later determined to be unauthorized, we may charge your account for the amount of the deposit, even if this causes your account to be overdrawn

You agree and warrant that:

- you will not knowingly deposit an item into your account that you know is not authorized or does not contain an authorized signature of the person on whose account it is drawn;
- you will not deposit with us or any other financial institution an item that has been previously or on the same day deposited using electronic deposit, such as through mobile banking or other deposit imaging service. If you make such a duplicate deposit, you agree to fully reimburse us for any Loss incurred; and
- you will not deposit an ECI, which is an electronic image that has all the attributes of an electronic check but is not originally derived from a paper check. You further warrant that any item you deposit has been created from a paper check. If you create or deposit an ECI, you agree to

indemnify us for any Loss resulting from a breach of these warranties and to fully reimburse us for any Loss incurred.

Deposit Slips

You may order your deposit slips through us or you may use an outside vendor. If you order through us, we may receive compensation from our vendor. If you use an outside vendor, your deposit slips must conform to our specifications. You are responsible for any error on deposit slips provided to you by your outside vendor and any resulting Loss. Non-conforming or erroneous deposit slips from your outside vendor may cause your deposits to be refused or delayed. If errors on your deposit slips provided to you by your outside vendor are not corrected promptly, we may impose additional charges after notice to you.

Checks Lost in Transit

When you cash or deposit an item with us, we act as your agent to collect the item. The risk of Loss of an item in the process of collection is on you. We may reverse any credit given and any interest earned or accrued for the amount of a deposited item that is lost in transit, and we may recover from any account you maintain with us the funds given to you for a cashed item which is lost in transit. You will fully cooperate to promptly assist us to find, identify or replace a lost item, including maintaining a record of the maker of items delivered to us for deposit and collection. We will not be liable to you if an item is lost in the process of collection provided we exercised ordinary care in handling the item. In no event shall we be liable to you if you cannot identify the maker of the lost item.

Collection Items

We may accept certain items (such as certain securities and checks payable in foreign currencies or at foreign locations) on a collection basis only. Collection items are routed and processed separately. If an item is accepted on a collection basis, we may charge a fee for the collection whether or not the item is paid. If an item we take for collection is drawn on a bank that requires a fee in advance, you will be charged the fee. We may not credit your account for any item taken for collection until we receive funds. If we do credit your account and do not receive funds, we may debit your account for the amount of the item, even if it causes your account to be overdrawn. Items drawn on banks located outside the United States may not be paid as quickly as items drawn on banks located in the United States. For additional information on foreign currency items, see the section “Foreign Currency Items” below.

Demand Drafts

You may not deposit a demand draft (an item which does not bear the maker’s signature but which purports to be drawn with the maker’s authorization, also called a “remotely created item”) to an account with us without our prior express written consent. If a demand draft is deposited to your account, you warrant that the draft is authorized according to the terms on its face by the drawer and agree to indemnify us from all Loss related to a claim that such draft was not authorized. You agree that we may restrict your account for an amount we reasonably believe may be needed to repay the amount of any demand draft returned unpaid for any reason or returned to us with a claim that the demand draft was unauthorized. At our discretion we may place the amount of the restricted funds in a separate reserve account on our books which will not earn interest unless we otherwise agree. Our right to charge your account for any returned demand draft is not limited to the balance of any restricted funds. We may retain the restricted funds in a reserve account for such period of time as we shall determine, even if your account is closed, and our rights respecting the restricted funds shall survive termination of your account relationship with us. We may discontinue accepting demand drafts at any time without cause or prior notice.

Cashed or Deposited Items Returned Unpaid

If an item cashed by us for you or deposited into your account is returned to us unpaid at any time for any reason, we may, in our discretion and without notice to you:

- attempt to re-clear the item for payment and place a hold on any funds in your account up to the amount of the item until final payment is determined or for the length of time permitted by law; or
- we may return the item to you, subtract the amount of that returned item from any account of yours with us, including any investment account maintained with an affiliate, together with any interest credited or received by you from that amount and we may cancel and not pay any accrued interest on that amount.

If we are unable to recover the full amount of the item and our charges from your account, we may retain the item until payment is made. If we receive notice that an item you cashed or deposited is being returned, we may place a hold on the funds in any account of yours in order to recover the amount of the item when we receive the item back or are otherwise charged for the item. We are not required to determine if an item is returned to us on time under any applicable law or regulation. A fee may be charged for each deposited item returned.

Check Endorsements

You must endorse checks in the area that extends 1½ inches from the trailing edge on the back of the check. The trailing edge is the left side of the check when you look at the check from the front side. The remaining area is reserved for bank endorsements and must be kept clear and unobstructed.

If you endorse outside of that area or mark or otherwise obscure the area reserved for bank endorsements, we may refuse or return the item or accept the nonconforming endorsement. You agree to hold us harmless for any Loss we may suffer or incur arising from or in any way related to marks that obscure the area served for bank endorsements on items deposited or cashed by you.

We may, at our discretion, endorse and/or collect items deposited to your account without your endorsement or we may require your personal or business endorsement prior to accepting an item for deposit. If you present an item for deposit or encashment that bears the endorsement of more than one named payee or a payee that is not known to us, we may refuse to accept the item and require that the endorsements be guaranteed by another financial institution acceptable to us.

Items Returned or Claims for Forged or Unauthorized Signature or Endorsement or Alteration

If an item cashed or deposited into your account:

- is returned to us with an affidavit or declaration stating that the item bears a forged or unauthorized signature or endorsement or is a counterfeit or is altered in any way; and
- we are requested to return funds or we are advised that such an item exists and may be returned or a credible claim may be made against us,

we may hold, return or deliver the funds claimed and subtract the amount of the item from any account of yours (including any investment account of yours maintained with an affiliate), together with any interest credited or received by you from the amount and any associated fees, without prior notice to you. We are not required to question the truth of the affidavit or determine if the item and affidavit are returned to us timely or within any applicable period limiting legal action. A fee may be charged for each item returned to us.

Items Missing Endorsement

If we determine a check or other item cashed or deposited into your account lacks a third-party endorsement, we may hold the funds until such time as the third party confirms to our satisfaction that the item was properly deposited to your account and may subtract the amount of the item from any account of yours, together with any interest credited or received by you from the amount and any associated fees, without prior notice to you.

Deposit Total Adjustments

If your deposit ticket differs from the amount of your actual deposit, whether your deposit was made in person, electronically, through an automated teller machine or night depository, by courier, or by any other means, we may adjust the amount of your deposit to match the actual amount of funds we receive, and a fee may be charged. The deposit adjustment will be reflected as a separate entry on your monthly statement.

Overpayments and Reversals
If any funds to which you are not entitled are deposited into your account for any reason, we may deduct these funds from your account, even if this causes your account to be overdrawn. If such funds were transferred from your account, we may reverse the transfer. We are not required to give you notice if we take this action.

Identifying the Account for Deposit
You must correctly identify the account number for the account into which a deposit is to be credited. We may credit a deposit based solely on the account number listed on the deposit slip or instruction to credit an account, regardless of whether the name on the deposit slip or instruction matches the name of the account. If you do not identify the account, we may apply the deposit or payment to any deposit account or loan you maintain with us. You are responsible for any Loss caused by your failure to properly identify the account to which a deposit is intended to be made.

Direct Deposit Plan Refund Claim
If a refund claim is or may be received from the originator of any deposit to your account credited pursuant to a direct deposit plan and we determine that we may have liability for any or all of the amount of the claim or the originator is otherwise entitled to the amount of the claim from you, except as otherwise required by law we may charge any account of yours with us for the amount of the claim and refund the amount to the originator without notice to you.

FUNDS AVAILABILITY AND DEPOSIT HOLDS

When Deposits Are Available for Withdrawal
Our funds availability policy is to make funds from your deposits of cash and checks available to you on the first Business Day after the day we receive your deposit subject to exceptions described below. Electronic direct deposits will be available on the Business Day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay items presented for payment.

If a deposit is made at a branch on a Business Day before the office closes or before the cut-off time established for the branch, whichever is earlier, it will be considered made on the day of deposit. A deposit received by mail will be considered made on the Business Day of receipt at an authorized location for mail deposits before our established cut-off time. Deposits to the night depository will be considered made when removed and available for processing by us. Deposits made at one of our automated teller machines will be considered made on the Business Day of deposit if made before our established cut-off time. Deposits made by lockbox arrangement, deposit courier and armored carrier are subject to the terms and conditions in the *Treasury Management Services Disclosure and Agreement*. Deposits received after an established cut-off time are considered received on our next Business Day and availability is determined from that day.

Please remember that even after we have made funds available to you and you have withdrawn the funds, you are still responsible for checks or other items deposited that are returned to us unpaid, for breach of warranty or for any other problems involving your deposit.

Longer Delays May Apply
In some cases, we will not make all of the funds that you deposit by check available to you on the first Business Day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second Business Day after the day of your deposit or later in special circumstances. However, the first $275 of your deposits will be available no later than the first Business Day after the Business Day on which funds are deposited.

If we are not going to make all of the funds from your deposit available on the first Business Day, we will notify you either at the time you make your deposit, or, if your deposit is not made directly to one of our employees, or if we decide to take this action after you have left our premises, we will mail you the notice by the Business Day after we receive your deposit. We will also tell you when the funds will be available.

Please refer to the "Items Presented Against Insufficient, Unavailable or Uncollected Funds" section of this Agreement. If you intend to use the funds from a deposit immediately, you should ask us when the funds will be available.

Holds Under Special Circumstances
Funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than $6,725 on any one Business Day. (Deposits made on non-Business Days will be added together with the deposits on the next Business Day.)
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account (or combination of accounts) repeatedly in the last six (6) months.
- There is an emergency, such as a failure of communications or computer equipment.

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

Special Rules for New Accounts
If you are a new client, the following special rules may apply during the first 30 days your account is open. Funds from electronic direct deposits to your account will be available on the Business Day we receive the deposit. Funds from deposits of cash, wire transfers and the first $6,725 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 of $6,725 will be available on the seventh Business Day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first $6,725 will not be available until the second Business Day after the day of your deposit.

We may place longer holds on certain items for other reasons as set forth in the "Holds Under Special Circumstances" section. We are not responsible or liable to you if a transaction is not charged to your account because a hold was in effect.

New Accounts Opened Online
When you authorize us to fund a new account opened online at *cnb.com* using an ACH transfer, an ACH debit entry for the amount authorized will be originated by us to the account at the bank you designate. CNB will make funds received from the ACH debit entry for credit to your new account available for your use not later than the fifth Business Day after the day we receive the funds. You may contact us or check your account online to determine if the initial deposit is available. CNB reserves the right to delay availability longer upon notification.

Holds on Other Funds
If we cash a check for you that is drawn on another bank, we may hold a corresponding amount of funds that are already in any account you maintain with us. If we accept a check drawn on another bank for deposit into your account and make the funds in the account available to you, we may hold a corresponding amount of funds that you have on deposit in another account with us. These holds will be released at the time funds from the checks would normally be available to you.

Exceptions to Funds Availability Rules
Our funds availability policy does not apply to foreign items (items drawn on or payable through or at an office of depository institutions not located in the United States or items payable in a currency other than United States dollars) or non-cash items (e.g., documentary transit items and credit cards sales drafts deposited by credit card merchants), whether we accept such items for deposit or on an collection basis. For additional information on foreign currency items, please see the section "Foreign Currency Items" below.

PROCESSING WITHDRAWALS

How We Process and Pay Checks

We may process and pay checks, other items written against your account and other transactions by any method and in any order we consider reasonable. Please see "Order of Posting" section for more information. In most instances we process checks mechanically, relying upon scanning devices to "read" the figures on your checks. Checks sent to us electronically are paid based on the amount transmitted to us. This means a check you write may not be physically examined by us to determine if it is properly signed, drawn, endorsed or dated. Our payment practices conform to reasonable banking standards and you acknowledge that, in doing so, we are not negligent.

If we do physically examine a check or other item, we reserve the right to return that item unpaid without liability to you if we cannot determine to our satisfaction that the item was authorized by you. If we question an item presented for payment we may attempt to contact you, but we are not obligated to do so and if we are unable to contact you to confirm our authority to pay the item, we may return the item unpaid without liability to you. We do not charge a fee for returning an item we question.

"Payable At" or "Payable Through" Checks

If an item designates us as the place at which ("payable at") or through which ("payable through") the item is payable, we may pay it as a check drawn on any transaction account of yours without presentation or notice to you unless we otherwise agree with you in writing. If you do not have a transaction account with us or there are not sufficient funds or available credit in any transaction account of yours to pay the item, we may return it unpaid. We may but we are not obligated to pay an item against more than one transaction account of yours with us if no single account has sufficient funds to pay the item.

Postdated Checks

If a postdated check (that is, a check with a date in the future) is presented for payment against your account, we may cash or pay the check against your account upon presentment even if presentment is before the date on the check. If you do not want us to pay a postdated check, you must place a stop payment order on it. See "Stop Payment Orders on Checks You Write" section. There is a fee to place an instruction not to pay a postdated check and for any renewal of the instruction.

Please note: A postdated check is a "good" check and is negotiable, and whoever holds it may have rights to enforce payment from you even if we return the check unpaid.

Stale-Dated Checks

If a stale-dated check (that is, a check that is dated more than six (6) months in the past) is presented for payment against your account, we may pay the check against your account or we may refuse to pay it and return the stale-dated check unpaid. We need not notify you before a stale-dated check is paid or is returned. If we return a stale-dated check, a fee may be charged.

Checks Presented Bearing Notations

If you write a check or other item with one or more restrictive notations such as "Void After 180 Days" or "Paid In Full" or "Void Over $1,000" or the like, you should not expect us to notice the notation when the item is presented to us for payment and we are not required to act on the notation unless we have agreed to do so in writing. Absent our written agreement otherwise, we may cash or pay an item bearing such a notation against your account and we shall not be liable to you or anyone else for not noticing or acting upon the restriction or advising you of the restriction before cashing or otherwise paying the item. If you negotiate an item to us bearing such a notation, you acknowledge that the notation applies only to you and the maker and you will indemnify and hold us harmless from any claim or Loss alleged by anyone arising from the notation. See your Relationship Manager or a Client Representative at your branch to discuss special processing of any such item you may write. A fee may be charged for special processing of any such item.

Items Presented Against Insufficient, Unavailable or Uncollected Funds

If any item drawn on your account is presented to us for payment and your account ledger balance is not sufficient to cover the item and you do not have capacity from your overdraft protection plan (if any) to cover the item, we may, at our discretion, choose to pay the item even if this causes your account to become overdrawn, return the item unpaid or return other items being presented for payment. We may charge a fee for each item returned for insufficient funds or paid against insufficient funds. If we pay an item and create an overdraft, we are not obligated to pay any other item which may create or increase an overdraft. If we overdraw your account and pay any item on one or more occasions, we are not obligated to continue doing so in the future. We may stop paying items that may create or increase an overdraft at any time without notice to you and you should not expect that we will pay such items. Please see the "Overdraft Liability" section.

Pending transactions, such as debit card authorization holds and deposited checks with delayed availability, may result in unavailable funds, even if your account ledger balance is positive and your account is not overdrawn. Deposits for which we have not received credit from the paying bank may result in uncollected funds, even though the deposit amount may be reflected in your account ledger balance.

Note: We may close your account if you repeatedly draw items against insufficient or uncollected funds.

Items Presented for Payment Before the Covering Deposit is Credited

If any item drawn on your account is presented to us for payment on the same Business Day the covering deposit is made with us, an intra-day overdraft may occur on your account during the day because the covering deposit will not be posted to your account until the end of the Business Day. The intra-day overdraft may occur when (a) an item drawn on your account is presented to us for payment by another bank and the balance credited to your account at the opening of business on the day the item is presented, including accessible funds from your overdraft protection plan with us is less than the amount of the item, (b) you make a covering deposit over the counter or through our automated teller machine, night depository, electronic deposit or any other means before the cut-off time, (c) the covering deposit is credited to your account the same day the item is presented or on the day following the presentment of the check, (d) no hold is placed for uncollected funds and/or (e) the item is paid rather than returned. The intra-day overdraft occurs because the covering deposit will not be credited to your account until after the close of business on that Business Day no matter what time you make your deposit, provided the deposit is made before our cut-off time. Deposits made by lockbox arrangement, deposit courier and armored carrier are subject to the terms and conditions in the *Treasury Management Services Disclosure and Agreement.*

Please note: We may close your account if you have repeated intra-day overdrafts on your account. A fee may be charged for an intra-day overdraft.

Checks Presented by Electronic Means (Electronic Check)

Sometimes checks that you write may be converted into an electronic check and we will receive an electronic debit for the transaction amount. When we receive the electronic debit, we charge it to your account. It is possible that we may receive the debit immediately after the business enters the transaction so you may have a reduced right to place a stop payment order and you may incur an overdraft if you do not have sufficient funds in your account at the time of debit. You agree that a determination of your account balance for purposes of making a decision to dishonor an item for insufficiency of available funds may be made by us at any time between the receipt of such presentment or notice and the time of return of the item, and no more than one such determination need be made. A fee may be charged when a check presented by electronic means is dishonored.

Note: We do not have a copy of the check if it is presented by electronic means. Electronic debits will be listed in your account statement.

Copies of Items Presented for Payment

If a photocopy of a check or other item that appears to be drawn on your account is presented to us for payment in place of the original, we may pay the photocopy without your prior consent if the photocopy is accompanied by a representation that the original item is lost or destroyed and by an indemnification from a financial institution. We shall incur no liability to you or anyone else in the event the original item is later presented to and paid by us. You may have rights against other parties. This section does not apply to Substitute Checks.

Items Presented for Cash Payment

If the person to whom you have written a check or other item drawn on your account presents the check or item to us for immediate payment in cash, by cashier's check or otherwise, we may require the person to provide us with identification satisfactory to us and we may charge the person presenting the check a fee for this payment service. If the person does not provide satisfactory identification or agree to pay the fee and we refuse to immediately pay the check or item as presented, our refusal is not a dishonor of the check or item. We are not required to cash a check made payable to, or indorsed by, persons whom we cannot identify to our satisfaction. We are not liable to you for refusing to cash or accept the check, or for charging a check cashing fee.

Check Stock

You may order your checks through us or you may use an outside vendor. If you order through us we may receive compensation from our check vendor. If you use an outside vendor, your checks must conform to our specifications. You are responsible for any error on checks provided to you by your outside vendor and any resulting Loss. Non-conforming or erroneous checks from your outside vendor may cause your checks to be refused or delayed. If any such error results in cost or Loss to us, you are liable to us for any Loss, cost, liability or expense we may incur. We may return checks unpaid when drawn on your account using check stock provided to you by your outside vendor which cannot be processed in a normal manner by our equipment at the time of presentment and we may charge a fee for each returned check. If errors on your checks provided to you by your outside vendor are not corrected promptly, we may impose additional charges after notice to you.

You must notify us promptly if a check you write or a blank check of yours is lost or stolen. If a blank check is lost or stolen or any unauthorized transaction is attempted or conducted on your account and we ask you to close your account and open a new account, you shall do so. If you refuse to close your account as we request, we will not be liable to you for any unauthorized transactions on your account thereafter.

Limitation on Cash Withdrawal

At our discretion, we may limit the amount of any large cash withdrawal from your account at any time unless you have notified us in advance of your intention to make the cash withdrawal. We may refuse or limit cash withdrawals from any branch that is not your branch of account. We may require that you arrange to receive the cash to be withdrawn at our central cash vault or other location designated by us by armored transport acceptable to us at your risk and expense. You are solely responsible for the security of the cash withdrawn and in your possession.

Demand Drafts and Other Items Resulting From Voluntary Disclosure

If you provide your account number to a third party to enable the party to prepare a demand draft drawn against your account, you authorize us to pay such draft when presented to us even though it does not bear your signature and may exceed the amount you authorized. We are not obligated to honor demand drafts and may refuse to do so at any time without notice to you, even if we have honored similar items previously.

Furthermore, if you voluntarily disclose your account number to another person verbally, in writing or by other means, you are deemed to have authorized the item, including an electronic debit, which results from your disclosure. We may pay such items against your account.

Consumer ACH Debit Entry (Business Accounts Only)

Under the ACH operating rules, certain types of ACH debit entries may only be presented on a consumer account (i.e., a consumer ACH debit entry). We will have no obligation to pay, and no liability for paying, any consumer ACH debit entry on your account.

OVERDRAFTS AND ORDER OF POSTING

Overdraft Liability

Your account is considered overdrawn when the account ledger balance is negative. This may occur when items are presented to us for payment and you do not have sufficient funds in your account to cover the item, and we make the decision to pay the item. Any such decision is at our discretion. Your account also may become overdrawn if you do not have sufficient funds to cover account maintenance fees, service fees or returned items. You are liable to us to repay any overdraft on your account. If there is more than one person authorized to sign on your account, you, as owner of the account, or, when there is more than one owner, each owner of the account, jointly and severally, is liable to us for any overdraft on the account and any associated interest or fees whether you signed or initiated the item that created the overdraft or not and whether you benefited from the proceeds of the item creating the overdraft or not. BY OPENING AN ACCOUNT WITH US YOU WAIVE ANY PROVISION OF STATE LAW TO THE CONTRARY. The fact that we allow one or more overdrafts on an account shall not obligate us to allow another overdraft or to increase an existing overdraft and we shall not be liable for not allowing or increasing overdrafts without notice to you even though we may have previously done so. Please see "Items Presented Against Insufficient, Unavailable or Uncollected Funds" section.

You may be charged a per-item overdraft fee, interest on the daily amount of any overdraft on your account, or a combination thereof. Debits for which overdraft fees can be assessed include any transaction presented for payment against an account (such as checks, ACH transactions, online or mobile payments, and returned deposited items). We do not assess a per-item overdraft fee for an ATM or debit card transaction. Overdraft fees are not assessed on our fees and charges if the fees and charges create or increase an overdraft. Our waiver or reversal of an overdraft fee does not obligate us to waive or reverse such a fee in the future.

You can avoid fees for overdrafts and returned items by making sure that your account ledger balance is sufficient to cover all of your outstanding transactions. We recommend that you enroll in one of the optional overdraft protection plans: Personal Savings Overdraft Service, Personal Overdraft Line of Credit, Personal Overdraft Sweep Service, Business Overdraft Line of Credit, or Commercial Credit Sweep Service. Information on our overdraft protection plans is available in the *Personal Options: Overdraft Protection* and *Business Options: Overdraft Protection* documents. These plans can help you avoid overdrafts and returned items. While there are fees when you use an overdraft protection plan, they may be less expensive than the fees for overdrafts and returned items.

If you would like to opt out of our standard overdraft practices, please call us at (800) 773-7100.

Order of Posting

At the end of each Business Day, we process and post all transactions that we received that day. Each type of transaction is assigned its own category that determines the sequence in which the transaction will be processed and posted. We generally post all deposits and credits to your account before we deduct any payments, fees or other debits. Unless otherwise specified below, we post all payments, fees or other debits within an individual category in ascending dollar amount order and then proceed to process and post all such debits in the next category in the same manner.

We generally process and post common debit transactions in the following order: 1) Transfers to another CNB account, including online banking transfers; 2) Overdraft fees, returned item fees, and automatic payments to a CNB loan; 3) Fees for certain requested

services (such as fees for Coin Deposited Exceeding $100 and Wire Principal Protection Service); 4) *Zelle*® person-to-person payments; 5) Wire transfer and other related fees; 6) Preauthorized or scheduled debits to a third party, such as ACH payments and online bill payments; 7) Checks and in-person withdrawals, which are combined and processed as one category and, within the category, in-person withdrawals and checks without serial numbers are posted in ascending dollar amount order, followed by checks with serial numbers, which are posted in serial number order; 8) ATM and debit card transactions and any related fees; and 9) Monthly account maintenance and activity fees.

The law allows us to process your account transactions by any method and in any order that we consider reasonable. We may change the method or order at any time without notice to you.

STOP PAYMENT ORDERS

Stop Payment Orders on Checks You Write

You or any Authorized Signer on your account may request a stop payment on a check or other item drawn against your account in a time and manner allowing us a reasonable opportunity to act on it before we pay, cash, or otherwise become obligated to pay your check or item. The order may be given either in person at one of our branches, by calling the number listed on your account statement, by using our online banking service, or as we otherwise allow. To stop payment on a consumer electronic payment, such as a preauthorized automated clearing house (ACH) debit, online payment, or consumer international wire transfer, refer to our *Consumer Electronic Fund Transfer Agreement and Disclosure* for stop payment procedures.

We require the following information to stop payment on an item (also required for postdated check orders; see "Postdated Checks" section):

- The account number
- The check number
- The check date
- The exact amount of the check (both dollars and cents)
- The payee(s) name(s)

If any of the information is not correct, we are not responsible or liable to you or to anyone else if we do not stop payment on the item and we pay it when it is presented to us for payment.

If an item on which you order payment stopped is converted to an electronic transaction (such as an electronic check) and the transaction is charged to your account through the automated clearing house, we may be unable to stop payment on the transaction and we shall incur no liability to you for paying the transaction.

A stop payment order is valid for six (6) months only and must be renewed by you at six (6)-month intervals thereafter to remain effective. We also offer stop payment orders that are valid for longer periods. If a stop payment order is not renewed and the item is presented for payment after the order expires, the item may be paid and charged to your account. At the time you place your stop payment order you may request that the stop payment order remain valid for a longer period than six (6) months. See your Relationship Manager or a Client Service Representative at your branch for details.

If you are concerned that a check you ordered stopped may still be presented after the stop payment order term expires, you should renew your stop payment order. Although we may return an item unpaid because the date on the item is six (6) months old or more, you should not expect us to notice the date and return the item and we are not required to do so. It is not our practice to notify you prior to the expiration of a stop payment order and we are not required to do so.

If we pay an item over a valid stop payment order, we may be responsible to you for the amount of your Loss up to the face amount of the item, but no more. You must establish the amount of your Loss because of the payment. If we pay you for your Loss, you agree to assign us your rights against the payee or any other holder of the item up to the amount we pay you and you agree to cooperate with us in any investigation we conduct and in any recovery action we undertake.

If we stop payment and return your item unpaid, you understand that the person holding your item may still be able to enforce payment against you. If we or an affiliate or subsidiary of ours is a holder or transferor of your item and we determine that we or our affiliate or subsidiary is a "holder in due course" of the item or has given value for the item, we may charge the item against your account or offset the amount of the item against any other account of yours.

We may charge a fee to accept or renew a stop payment order. Please refer to the applicable fee schedule for more information on the fees and types of stop payments available to you.

Stopping Payment on a Check We Issue

A check we issue, such as a cashier's check, teller's check, or a check that we certify or otherwise guarantee that we will pay, is our primary obligation. You do not have the right to order us to refuse to pay the item. If the item is lost, stolen or destroyed and you have the right to claim the amount of the item, where permitted by law you may make claim for the amount by giving us a Declaration of Loss or similar form (see your Relationship Manager or Client Representative for details). If we accept a Declaration of Loss we may delay paying you the amount of the item for the period permitted by law following the date of issue of the original item. If the item is presented to us for payment during this period, we may pay the item to a person entitled to enforce it without further liability to you. If we pay you the amount of the item and a later claim by a person having the rights of a holder in due course under the law is made on the item, you are obligated to make payment to that person or reimburse us if we pay that person.

TERMS FOR INTEREST-BEARING ACCOUNTS

Interest on Funds

The interest rate and associated annual percentage yield (APY) are established by us and may vary as often as daily. The APY assumes no withdrawal of credited interest and no change in interest rate for a full year.

All interest-bearing accounts are variable rate accounts unless otherwise specified in writing. At our discretion, we may change the interest rate and APY on your account at any time without notice. The interest rate and APY for a particular type of account may differ depending on the account balance. For example, we may establish a rate and APY for two or more balance ranges or balance tiers, which may differ by account type. Two or more tiers may be offered at the same rate. Tier rates may vary and may be higher or lower than a preceding tier. We may change tiers at any time without notice. The rate and APY for all balance tiers for an account type are disclosed at the time of account opening or upon request or available in the current applicable CNB Interest Rates Bulletin.

Unless otherwise indicated, the interest rate and APY assigned to the tier that corresponds to the entire balance for savings accounts and to the collected funds balance for interest-bearing checking and money market accounts will be applied to all such balances.

Your account must remain open through the time interest is credited to receive accrued interest.

How Interest is Calculated

We calculate interest on a 365-day year basis using the daily balance method, by which the daily periodic rate is applied each day to the collected funds balance in the account after all transactions for the day have been posted.

For all interest-bearing checking and money market accounts:

- Funds from items deposited (other than cash or items drawn on us) begin to accrue interest on the Business Day we receive credit for the items (collected funds). Cash and funds from items drawn on us begin to accrue interest on the Business Day of deposit.
- Interest accrues daily and is compounded and credited on the last day of the statement period, but no more frequently than monthly.

For hybrid interest-bearing checking accounts:

- The balance (if any) in excess of the balance required for the earnings credit allowance to cover the monthly fees will be eligible to accrue interest. Interest is calculated and credited on a monthly basis after account analysis for such account is finalized.

For all savings accounts:

- Funds from items deposited begin to accrue interest on the Business Day of deposit if deposited before our established cut-off time or, if made later, on the next Business Day.
- Interest accrues and compounds daily and is credited on the last day of the statement period, but no more frequently than monthly.

CERTIFICATES OF DEPOSIT

Required Opening Deposit, Interest Rates and Yields

Time accounts (CDs) are payable at the expiration of a specified term, no less than 7-calendar days after the date of deposit. We may also refer to time accounts as certificates of deposit or CDs even though we may not issue a paper certificate when opening the account or require a paper certificate to close the account. The maturity date is printed on your deposit receipt. Please refer to the Interest Rates Bulletin or your deposit receipt for more information. Additional terms apply to foreign currency time deposit accounts. See section "Foreign Currency Denominated Accounts" above.

How Interest is Calculated

We calculate interest on a 365-day year basis (360-day basis for Public Funds Certificates), using the daily balance method, by which the daily periodic rate is applied each day to the principal in the account. Interest begins to accrue on funds deposited on the Business Day of deposit if deposited before our established cut-off time or, if made later, on the next Business Day.

Interest on Funds

CD accounts earn a simple rate of interest compounded only if and when interest is posted to the account. You may choose to have your interest post monthly, quarterly, semiannually or annually. For accounts with a term of less than one (1) year, you may choose to have interest posted at maturity, in which case, interest will not be compounded.

The interest rate stated on your deposit receipt will remain in effect until the maturity of the account, unless otherwise specified in writing.

The APY assumes interest remains on deposit for the term of the certificate. Interest may be withdrawn without penalty at any time prior to maturity after it is credited to your account. Any withdrawal will reduce earnings. At maturity, any interest becomes principal.

Renewals

A single maturity account does not automatically renew. Interest is not earned after maturity.

An automatic renewal account renews on its maturity date for the same period as originally selected unless we notify you of a different term. If the CD has a term of greater than one (1) month, we will notify you in advance of the renewal and will tell you when the rate will be known. The interest rate at renewal will be determined by us on or before the renewal date.

For CDs with a term of 32 days or more, you will have a 10-day grace period after the maturity date to advise us if you do not want the account to automatically renew or to withdraw funds without penalty. For CDs with a term of less than 32 days, the grace period will be one (1) Business Day, not to exceed four (4) calendar days. No interest is paid on funds withdrawn during the grace period. If the account is not automatically renewed, the funds on deposit will not earn interest after maturity.

Transaction Limitations

No deposits to or withdrawals of principal from the CD may be made prior to maturity, unless otherwise specified in writing. Interest credited to the account before maturity may be withdrawn without penalty. At maturity, any interest becomes principal.

Early Withdrawal Penalty

We may permit withdrawal of funds held in a CD before maturity but we are not required to do so. If we permit withdrawal of such funds, we may assess an early withdrawal penalty which will be equal to or more than the minimum early withdrawal penalty required by law, if any. We may permit one early withdrawal without a penalty following the death or court-declared incapacity of an account owner, or as otherwise permitted or required by law.

If withdrawal of principal is permitted, the following penalties may apply:

- For CDs with a term of seven (7) to 31 days, the penalty is the greater of: (a) seven (7) days' interest; (b) all interest earned since the most recent issue or renewal date; or (c) all interest which could have been earned during one-half of the maturity period.
- For CDs with a term of 32 to 179 days, the penalty is 30 days' interest.
- For CDs with a term of 180 days to one (1) year, the penalty is 90 days' interest.
- For CDs with a term of over one (1) year, the penalty is 180 days' interest.

Each penalty is calculated on the amount withdrawn.

Deposits in IRAs or other tax-qualified plans are subject to plan disclosures and the plan withdrawal penalty stated in the disclosures when applicable. For funds held in the plan as a CD, a penalty for early withdrawal as described above will also apply.

Notice for Withdrawal

Except for certain interest-bearing demand deposit accounts that are, by their terms, payable on demand, federal law requires that we reserve the right to require not less than seven (7) days' prior written notice before a withdrawal is made from any interest-bearing account and to require that the funds from any deposit made to any such interest-bearing account remain on deposit not less than seven (7) days.

GENERAL ACCOUNT INFORMATION AND TERMS

ACCOUNT ANALYSIS

Account Analysis is a service which offsets eligible Treasury Management and depository fees and charges by an "earnings credit allowance" determined by the Bank based upon the value to the Bank of your eligible deposit account balances. At the end of each monthly account analysis cycle, the Bank applies an annualized "earnings credit rate" to the eligible deposit balances to calculate the monthly earnings credit allowance. The earnings credit rate is determined by the Bank from factors applicable to it and the rate may vary. The earnings credit allowance so determined is then applied to the eligible Treasury Management and depository fees and charges assessable against your analyzed deposit account(s) during the month to cover or reduce the assessable fees and charges. Standard settlement is monthly. Any fees and charges not covered by the earning credit allowance are assessed against your account(s). Any unused earnings credit allowance is not available for withdrawal and not available to carry forward. From time to time, the Bank may review your accounts to determine, at the Bank's discretion, if the Account Analysis service is appropriate for you. Based on the review, the Bank may convert your accounts to analyzed status or to non-analyzed status, without notice to you unless required by law.

If you deposit funds you hold for the benefit of a third party in any account maintained by you with us on which our fees and charges are offset by means of an earnings credit allowance, you represent that your use of the earnings credit allowance or any interest credited to the account will not violate any law, regulation, or agreement with the third party.

BANK AND CLIENT ACCOUNT RELATIONSHIP

The account relationship between you and us is based on the contract created when you sign our account documentation and open an account with us. For a deposit account, the account relationship is that of a debtor (us) and a creditor (you). We are indebted to you to repay the money you deposit with us in accordance with the deposit terms. No fiduciary or other special relationship is formed between you and us unless we specifically agree to such a special relationship in writing.

BREACH OF WARRANTY

If you breach any warranty you make to us under the laws governing your account with respect to any item, you will not be released or discharged from any liability for the breach so long as we notify you of the breach within 120 days after we learn of the breach. If we fail to notify you within this 120-day period, you will be released from liability and discharged only to the extent our failure to notify you within this time period caused a Loss to you.

CHECK IMAGES

In most cases we retain an image of each check paid against your account and identified on your statement. We generally do not receive the original check and have no obligation to retain any original check received. You may request an image of any check or a larger image of any check identified on your statement by calling the telephone number printed on your statement. A fee may be charged for check image requests. If the check image is unavailable or of poor quality, we are not liable to you for any Loss.

COMPLIANCE WITH LAW

It is our policy to comply with the laws and regulations applicable to us and we expect our clients to comply with the laws and regulations applicable to them. You specifically acknowledge that you are responsible for compliance with the tax laws and regulations applicable to you; for timely filing all required tax returns and other documents with each taxing authority having jurisdiction over your tax affairs by reason of your citizenship, residence or domicile; and, for paying your applicable taxes. We reserve the right to require you to certify your compliance with such laws and regulations to us upon our request. You shall not use any account you maintain with us or any service we provide to you to violate any law or regulation to which you are subject. Your obligation of compliance includes compliance by any beneficial owner of your account. We may exercise our right to close your account and terminate the relationship between you and us if we reasonably believe that you are violating or may have violated this provision.

You shall not use any CNB account or service for unlawful Internet gambling. Federal regulation requires us to identify, block or otherwise prevent or prohibit unlawful Internet gambling. We may not process any such activity we identify and your account may be closed.

CONDUCT OF BUSINESS ACTIVITY

We conduct our business in a professional manner and expect our staff to be courteous to and respectful of all of our clients. We do not discriminate against any client on any basis prohibited by law including, but not limited to, race, gender, religious preference, national origin or sexual orientation. We expect our clients to conduct their business affairs with us in a professional manner and to be courteous to and respectful of our staff. We reserve the right to close your accounts and terminate all of your relationships with us immediately if we determine that your conduct or the conduct of anyone acting on your behalf toward any of our staff is discourteous, disrespectful, harassing or discriminatory.

CONFIDENTIALITY

We regard the relationship between you and us to be confidential. We will not release information concerning your account or the services we provide to you to others without your consent except as otherwise stated in our Privacy Policy and as we are required or permitted to do so by law. See the "Privacy Policy" section for greater detail. By opening and maintaining an account with us you agree that we may share information about you with our subsidiaries and affiliates as permitted by law. We employ non-affiliated vendors who provide services to us for the purpose of maintaining your accounts and other relationships with us. In the course of their employment the vendors may have access to information about you necessary to provide their services. We obligate these vendors to maintain the confidentiality of the information and to use the information only for the purpose intended to maintain the service provided to you.

Your privacy protection rights arise under federal law and applicable state law. To the extent not prohibited by applicable law, you waive any privacy protection rights provided under the law of any foreign country or jurisdiction.

"CUT-OFF" TIMES

We may establish certain times during each Business Day after which a transaction presented to us will be considered presented on our next Business Day (the "cut-off" time). Cut-off times may vary by transaction type or by banking location.

DEPOSIT INSURANCE COVERAGE

We are an FDIC-insured depository institution. Qualified deposits maintained with us are insured, up to applicable limits, by the FDIC which is a corporation organized by the government to insure deposits. Premiums for this insurance are generally paid by us but we reserve the right to assess the insurance premiums to accounts in a manner determined by us. You may obtain further information about the FDIC and the insurance of your accounts by requesting the FDIC publication regarding your insured deposit available from your Relationship Manager or a Client Representative at your branch. You may also contact the FDIC directly by writing to the FDIC Attn: Deposit Insurance Section, at 550 17th Street, N.W., Washington D.C., 20429-9990, or by calling (877) 275-3342, or through the FDIC website at *www.fdic.gov/deposit/deposits*.

ELDER OR DEPENDENT ADULT FINANCIAL ABUSE

If we reasonably and in good faith believe a transaction you or another person acting on your behalf requests may be a result of elder or dependent adult financial abuse as defined under applicable law, ***or we believe you are the victim of such abuse,*** we may report our suspicion to the appropriate local or state agency or law enforcement authority without notice or liability to you. We may conduct or refuse to conduct the transaction at our discretion with no liability to you.

ELECTRONIC FUND TRANSFER SERVICES

Electronic fund transfer services are available to consumers and to businesses. By opening a deposit account with us each person designated in the account agreement as an "Authorized Signer" or otherwise designated as a person authorized to initiate an electronic fund transfer is authorized to initiate electronic fund transfers from the deposit account. We are entitled to rely upon electronic fund transfer instructions received from any such person by any means when confirmed in accordance with the security procedure to which you and we agree. Instruction may be given to transfer funds by any one Authorized Signer or any authorized person without regard to the ownership of the account to which the funds are transferred and without regard to the number of signers required to withdraw funds from the account.

Electronic Fund Transfer services are subject to the *Consumer Electronic Fund Transfer Agreement and Disclosure* or *Business Electronic Fund Transfer Agreement and Disclosure*. To request a copy or for more information, see your Relationship Manager or a Client Representative at your branch or visit cnb.com.

FACSIMILE SIGNATURES

If you use a facsimile signature (often called a "signature stamp," "automatic laser check signature" or mechanical signature), we may rely and act upon the facsimile signature, and you are responsible for any withdrawal from your account that bears or appears to us to bear a facsimile signature that resembles or purports to be the signature of an Authorized Signer. If you or your agent has provided a facsimile signature exemplar to any of our subsidiaries, you authorize our subsidiary to provide the facsimile signature exemplar to us and we may rely upon it to conduct transactions on your behalf. We will not be liable to you if use of the facsimile device (or other device utilized to affix the signature) was unauthorized. You agree to reimburse us (and we may charge your account) for all Losses related to our reliance on the facsimile signature. You agree to review each statement we make available to you for an

account and report any item bearing an unauthorized facsimile signature exemplar to us immediately. If you do not report an unauthorized facsimile signature exemplar to us within 30 days (14 days for businesses) from the receipt of the first statement containing an item with an unauthorized facsimile signature exemplar, each item containing an unauthorized facsimile signature exemplar thereafter shall be deemed approved by you for payment.

FEES AND CHARGES

We may charge our fees and charges and any fees or charges assessed by others for transactions requested or initiated by you to any account you maintain with us. You are provided a schedule of our fees and charges when your account is opened. When a fee or charge is changed, we will notify you as required by law. Fees and charges assessed will appear on your statement and we are not required to give you a separate notice each time a fee or charge is assessed. You may obtain our current fee schedule for your account from your Relationship Manager or a Client Representative at your branch or at cnb.com.

FOREIGN CURRENCY ITEMS

We may refuse to accept for deposit or collection items or wire transfers payable in a currency other than United States dollars. If we accept such an item or transfer, you understand that additional processing time and fees may apply, and unless we otherwise agree, you bear the risk associated with any currency value fluctuation (exchange rate risk) related to the deposit, collection or return of such item. Items drawn on banks outside the United States may not be paid as quickly as similar items drawn on banks located in the United States and may be returned unpaid at a later time than similar items drawn on banks located in the United States. You understand that you bear risk of a delayed or late return even if we make the funds available to you. This means the actual amount you receive for a foreign item will be determined at the exchange rate that is in effect when we receive the funds, and if the item is later returned for any reason, we will debit the amount of the item and any related fees and charges from your account using the exchange rate that is in effect at the time of the return. You agree that we may use our current buying or selling rates respectively when processing a foreign currency item or wire transfer and may recover from your account any Loss or fee incurred by us when processing such an item or transfer for you. This may at times result in a potential gain to us based on the exchange rates used.

FREEZING YOUR ACCOUNT

We may freeze or restrict access to your account and other accounts that you maintain or control with us if we decide to close your account or we suspect any suspicious, unauthorized or unlawful activities, without liability to anyone. During this time, we may either accept or return deposits, checks and other items. We will provide notice to you as soon as reasonably possible, which may be after we freeze or restrict your access to the account(s).

HEADINGS

Headings in this document are for reference only and are not binding.

INACTIVITY AND UNCLAIMED ACCOUNTS

We may consider an account with no deposit or withdrawal activity for a period of time determined by us to require special monitoring for inactivity. We may hold and not mail the statements on the account and automated teller machine and point-of-sale access may also be discontinued. Normal service charges will continue to apply.

If any account requires special handling for inactivity and is unclaimed by you for the period required for escheat under applicable state unclaimed property law, we shall deliver the balance of the account to the state as required by its law or, when applicable, as required by agreement between the states. A fee may be charged for mailing a notice of escheat. Upon escheatment, the account is closed, no interest accrues thereafter, and we have no further responsibility or liability to you for the funds. You must file a claim with the state receiving the funds to recover funds and we shall not be required to recover the funds for you.

INTERNATIONAL FUND TRANSFERS

You may select the intermediary bank(s) through which an international fund transfer payment order will be processed to reach the beneficiary's bank. If you do not designate the intermediary bank(s), we will select the intermediary bank(s), including one or more banks with which we have made prior arrangements to handle international fund transfers (wire transfers). Unless otherwise directed by you, we will instruct the intermediary banks to deduct, and authorize subsequent intermediary banks to deduct, their charges for their service and expenses from the proceeds of the fund transfer payment order. We may receive a fee from any intermediary bank as additional compensation for our service in processing the fund transfer payment order. NOTE: If the beneficiary of an international fund transfer payment order must receive a specific amount, you must contact us in advance to determine the additional amount, if any, to be included to pay any intermediary bank's charges for service and expenses. If you do not wish to have intermediary bank charges for service and expenses deducted from the amount the beneficiary's bank will receive, you must contact us to make alternative payment arrangements.

For information specific to international wire transfers from a consumer account, please refer to our *Consumer Electronic Fund Transfer Agreement and Disclosure*. For additional information on foreign currency items, please see the section "Foreign Currency Items" above.

International Fund Transfers Currency Conversion and Exchange Rate Risk

Foreign currency fund transfer transactions may require conversion of foreign currencies from or to U.S. Dollars. We may use our current buying or selling rates as applicable when processing a foreign currency wire transfer requiring conversion by us from or to U.S. Dollars, including receiving a foreign currency fund transfer returned to us for any reason. When you initiate an international fund transfer in U.S. Dollars through us to a beneficiary's account at a foreign bank, unless you specify otherwise, at our option we may convert or arrange with any intermediary bank to convert your U.S. Dollar fund transfer to the foreign currency of the beneficiary's account at a buying rate determined by us or the intermediary bank processing your fund transfer order.

We may retain or share in any foreign currency exchange proceeds we or the converting intermediary bank receives as additional compensation for our service in processing the fund transfer order. In the event the fund transfer is converted and the beneficiary or the beneficiary's bank requires the payment be received in U.S. Dollars, the fund transfer will be re-converted and settled in U.S. Dollars and any loss or gain in the foreign exchange re-conversion to U.S. Dollars will be for our account or the account of the intermediary bank and at no re-conversion cost to you. NOTE: Transactions other than in U.S. Dollars are subject to exchange rate risk. You carry the exchange rate risk.

In addition, if you initiate an international fund transfer through us that require currency conversion, we reserve the right to cancel or correct the transaction in the event we determine in good faith that either a system error, market movement resulting in significant exposure to Bank or a mistake occurred in any part of the transaction, including but not limited to a rate quote, which mistake is demonstrably apparent as in error. We will advise you of any correction or cancellation.

In the event that your international fund transfer requires you to contact our trade desk (in a method acceptable to us) to lock in a rate for you, please note that you are contractually bound by the rate and notional amount accepted by you and you are irrevocably obligated to submit your payment using the rate before the applicable cut-off time. If you fail to send the fund transfer by the applicable cut-off time, and we have to unwind and cover our position in the market with respect to the related transaction at a time of negative market movement, you are responsible to us for the potential loss. We may require additional information, acknowledgments or documentation in order to process your request.

LARGE CURRENCY TRANSACTION REPORTS

We are required by law to report to FinCEN, a bureau of the U.S. Department of the Treasury, large domestic transactions in currency or coin and large foreign transactions that involve the movement of currency or coin or other monetary instruments into or out of the United States. We may report these transactions without notice to our clients. Please refer to "Suspicious Activity" below.

LEGAL PROCESS

We may accept and comply with any legal process (such as a levy, notice of garnishment, attachment, tax levy, injunction, restraining order, or subpoena for records) that we reasonably believe is valid and applies to your account or our relationship with you. We may accept and comply with any legal process served by mail, electronic mail transmission (email) or facsimile transmission or delivered to a location of ours other than the location designated by us for receipt of legal process or the branch or location at which the account, property or records are held. We may, but are not required, to notify you of the receipt of legal process. We will not send a notice if we believe the law prohibits us from doing so. You are responsible to assert any third party rights to the funds in any account maintained by you with us and we have no obligation to ascertain or assert the rights of such third parties.

We may hold or hold and turn over funds or other property as directed by the legal process, subject to our right of setoff and any security interest we may have in the funds or other property. We do not pay interest on the funds during the period we hold them pursuant to legal process. If we hold or turn over funds, we may return checks and other items unpaid and refuse to permit withdrawals from your account with no liability to you. If the legal process applies to a CD, we may charge the applicable early withdrawal penalty for funds taken from the CD.

If the legal process directs us to release information about one or more, but not all, accounts that are reported on a combined statement, we may release the entire combined statement. If the legal process directs us to release information within a certain timeframe, we may release the entire statement or other record which contains information within the requested timeframe and which may include information outside of the timeframe requested. If the legal process requests information about one or more, but not all, account owners or signers, we may release information about all co-owners and signers on the account and all accounts owned by such persons.

We may charge a fee for handling such legal process and any associated costs at once against any account you maintain with us, including the account that is the subject of the legal process.

We have no liability to you if we accept and comply with legal process as provided above or by law.

LIMITATION ON ACTIONS

Any action or proceeding based on an account error, discrepancy or unauthorized transaction, including a forged, unauthorized or missing signature on an item, or an alteration of an item, shall be brought or commenced within one (1) year after the date of the first account statement on which the error, discrepancy or unauthorized transaction appears.

Unless a shorter period applies by law, any action or proceeding to recover money or other property deposited with us, including money deposited with us in a certificate of deposit or other instrument, shall be commenced within four (4) years of the last deposit or withdrawal or, in the case of a certificate of deposit or other instrument, within four years following the first maturity of the certificate or instrument without a further deposit or withdrawal. The crediting of interest to an account is not a deposit for the purposes of extending the time within which an action or proceeding to recover the money or property may be brought.

LIMITATION ON LIABILITY

General

We are not liable to you for:

- taking any action authorized or permitted by this Agreement, even if such action may cause you to incur fees, expenses or damages;
- errors that do not result in a financial Loss to you;
- any claim, cost, Loss or damage caused by an event that is beyond our reasonable control, including any failure or delay when delivering our products or services to you if the failure or delay is attributable to circumstances beyond our reasonable control. Examples include natural catastrophe, acts of government authority, war, revolution, civil unrest or other disorder, labor disputes, fire, flood, earthquake, software defect and electrical, computer or telecommunications failure, provided that we shall have acted reasonably under the circumstances.

Our liability for a claim will be limited to the face value of an item or transaction improperly dishonored or paid or the actual value of any deposits not properly credited or withdrawals not properly debited.

Without regard to care or lack of care of either you or us, if you do not discover and report an error or an unauthorized signature, alteration, forgery, counterfeit check, or other unauthorized debit to your account ***within 60 days*** after the date of your statement or the date the information about the item or transaction is made available to you, whichever is earlier, you are precluded from asserting the error or unauthorized transaction against us.

IN NO EVENT SHALL WE BE LIABLE TO YOU FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGE OF ANY KIND AS A RESULT OF OUR BREACH OF ANY OBLIGATION OR TERM ARISING UNDER OUR AGREEMENT WITH YOU OR IN CONNECTION WITH THE ACCOUNTS YOU MAINTAIN WITH US, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

In the event you incur a Loss arising from any transaction by or through us, any Loss recovery you receive shall apply to and first be credited to the amount for which we would otherwise be liable to you. Our liability for any Loss you allege shall be further reduced by the amount of all insurance proceeds you receive or are entitled to receive. In the event we pay you for your Loss, at our request you agree to assign to us your rights under any applicable insurance policy.

Limitation on Liability for Online Banking, Mobile Banking and Other Electronic Services

Except as otherwise expressly may be provided in the Agreement, you understand and agree that your use of an online banking, mobile banking, or other electronic service is at your sole risk and that the service and any information, computer equipment and computer software made available to you for use in connection with the service are provided on an "as is," "where is" and "where available" basis and are subject to change at any time upon such notice as is otherwise required by law or regulation. We make no warranty that a service will be uninterrupted, timely, secure or error-free unless otherwise expressly stated in the Agreement. To the fullest extent permitted by law, we disclaim all representations, warranties and conditions of any kind as to a service and all information, computer equipment and computer software included in or accessible from a service. No license to you is implied in these disclaimers.

Failure to protect Security Items may allow an unauthorized person access to your accounts and/or your information relating to them, and enable that unauthorized person to conduct transactions on your accounts. To the maximum extent permitted by applicable law, you agree to assume full and complete liability arising from unauthorized use of Security Items.

Your failure to install, maintain and/or regularly update anti-virus, antimalware and anti-spyware identification and removal software and other such security measures as they become commercially available shall relieve us from responsibility for any Losses to you

attributable to such failure, except as may otherwise be required by law.

As a business client, you are required to and shall maintain commercially reasonable internal controls, including, but not limited to, segregation of certain duties, such as accounts payable and accounts receivable and initiation and confirmation of transactions, to help prevent the misuse of your accounts. We shall not be liable to you for any Losses arising by reason of your failure to maintain the security of your computer system and, for business customers, your internal controls.

We have established security procedures to be followed in connection with online, mobile and other electronic services using the Internet ("Security Procedures") for the purpose of verifying that a payment order or other instruction is from you. You understand and agree that the Security Procedures are chosen by you and are intended to determine whether (1) access to the online, mobile or other electronic service is by authorized persons, and (2) any instructions or other transmissions received by CNB through the Internet ("Instructions") are authorized, but that the Security Procedures are not (unless otherwise specified in writing) intended to detect any errors in the content or transmission of such Instructions. You shall promptly notify us of any suspected breach of security of the online, mobile or other electronic services (whether or not involving Bank employees) of which you have knowledge. We will distribute passwords, verification codes or other Security Items, which are a part of and included in the Security Procedures, directly to you. You agree to be bound irrevocably by any Instructions received by us through the online, mobile or other electronic service and accepted and authenticated by us in compliance with the Security Procedures, whether or not the Instruction was authorized. When you use an online, mobile or other electronic service, you acknowledge that you have been advised of the various Security Procedures employed by us, that you understand and agree to them, and that the Instructions issued to us will employ the Security Procedures. You agree that the Security Procedure and Security Items used by you are a commercially reasonable method of providing security against unauthorized payment orders. We reserve the right to change the Security Procedures upon reasonable written notice to you, provided that we may change the Security Procedures immediately without prior notice if we determine that such action is necessary to address a security risk, in which case we shall notify you of the change as soon as is practicable after the change. Any change to the Security Procedures undertaken or proposed by us shall not reduce or impair the level of security provided for the online, mobile or other electronic services.

Except for Losses we have explicitly agreed to assume in writing, and except to the extent prohibited by applicable law, you agree you are responsible for and you shall defend, indemnify and hold CNB harmless from and against any and all Losses arising out of or relating to your use of our products and services by online, mobile or other electronic means.

NOTICE OF SEVERABILITY

The terms and conditions set forth in this document each stand alone and the fact that one or more of them may be determined to be unenforceable or invalid with respect to one or more accounts or relationships you have with us shall not affect the enforceability and validity of the remainder.

PHOTOGRAPHY

Some of our facilities are monitored by security cameras. By entering or using our facilities you agree that your image may be recorded by a camera and may be used by us for security and investigative purposes or otherwise as permitted by law. For example, we may share images with law enforcement agencies in the event of a breach of security, attempted fraud or otherwise as permitted by law.

PROTECTION AGAINST UNAUTHORIZED ITEMS. (FOR BUSINESS ACCOUNTS ONLY)

We offer services that provide additional means for controlling the risk from unauthorized items, including:

- Positive Pay
- ACH fraud filter

We may recommend you use such services or other fraud prevention practices to reduce your exposure to fraud from time to time. If we expressly recommend that you use one or more of these services or practices (including any service that we offer after the date of the Agreement) and you either (1) decide not to use the recommended service(s) or practice(s) or (2) do not use such service(s) or practice(s) in accordance with the terms applicable to such service or practice, then you will be deemed to have assumed the risk of any Loss that could have been prevented if you had used the recommended service(s) or practice(s) properly.

REAL TIME PAYMENTS (RECEIVE ONLY)

When we make this function available, real-time payments ("RTPs") may be sent to your account through the RTP System. Unless expressly defined, capitalized terms used in this subsection will have the meanings provided in the RTP System Operating Rules. Fees may apply. Please review the applicable fee schedule.

Definitions:

RTP System – means the real-time payment system that is accessed through the Service.

RTP System Operating Rules – The Clearing House's operating rules governing the obligations of parties using the RTP System.

Sender – means a person or entity that sends a payment through the RTP System.

Sending Financial Institution – means, in this case, City National when you are the Sender, and means the financial institution that holds the Sender's Account when you are the Receiver.

Service – means this *receive-only* service which allows you to receive funds in real-time into your account through the RTP System from Senders that have accounts with Sending Financial Institutions. ***This Service will not allow you to send RTPs or to request an RTP from another party.***

RTP Credit Transfer – means, in this case, a payment from a Sender to you through the Service.

Receiver – means, in this case, you (i.e., a person or entity that receives a payment through the RTP System).

Receiving Financial Institution – means, in this case, City National when you are the Receiver.

An RTP Credit Transfer credited to your account will be available immediately. Incoming payments to you through the RTP System cannot exceed the applicable transfer limit found in the RTP System Operating Rules, as amended from time to time, or established by the Sending Financial Institution. If a Sender sends you a payment exceeding an applicable limit, the payment will be rejected without notice to you. Payments through the Service are irrevocable and cannot be reversed; however, a Sender may request that you return the funds. If we receive a return request, we may, but are not obligated to, contact you. We have no responsibility for and shall not be liable in any way in connection with a dispute between you and a Sender. Note: You are not obligated to accept RTP Credit Transfers. If you do not wish to receive any payments through the RTP System, please contact us at 800-773-7100, Monday through Friday, 4:00 a.m. to 10:00 p.m. (PT), Bank will have a reasonable amount of time to give effect to your opt-out request.

The Service is available 24 hours a day, 7 days a week, including weekends and holidays; however, the Service may be unavailable from time to time, including due to maintenance; and we may suspend or terminate your access to the Service at any time, including if we determine that you or a Sender has used the Service in an unlawful manner.

The Service may be used with domestic payments in USD only. You agree you will not use the Service to receive any of the following

types of payments: (i) payments that violate or appear to violate any local, state or federal law or regulation, including all regulations of OFAC; (ii) payments from accounts domiciled outside of the United States or on behalf of senders or receivers who are not residents of or otherwise domiciled in the United States; or (iii) payments that violate or appear to violate any applicable operating rule, such as RTP Operating Rule II.E. You agree that you will comply with these restrictions and with all regulations of OFAC as well as all other laws applicable to you in connection with your use of the Service.

A RTP Credit Transfer to your account may fail if: (i) there are insufficient funds available in the Sender's account when the Sender submits the transfer request; (ii) the Sending Financial Institution suspects or determines that the transfer request does not comply with the terms governing the Service or the rules of the RTP System; (iii) you have effectively opted-out of receiving any payments through the RTP System in your account; (iv) the transfer request exceeds the Sender's transaction limit(s) for RTPs; (v) your account is closed, invalid, or ineligible to receive RTP Credit Transfers, or being monitored for suspected fraudulent or other illegal activity; (vi) the Sender's account at the Sending Institution is being monitored for suspected fraudulent or other illegal activity; (vii) the Sending Financial Institution or the Receiving Financial Institution otherwise declines to process the RTP Credit Transfer for risk-management, legal or regulatory reasons; or (viii) the Service is unavailable. In addition, completion of a RTP Credit Transfer may be delayed if it is subject to review by the Sending Financial Institution or Receiving Financial Institution for fraud, regulatory or compliance purposes. We will not contact you to notify you if the RTP Credit Transfer has failed.

RECORDS

We are required by law to keep certain of our records of transactions conducted by clients for a stated period of time. We are not liable to you for failing to do so or if the records are illegible or otherwise unavailable.

If we are not able to produce the original or a copy of your Personal or Business Account Agreement or any other document relating to your account or service, our records (including our electronic records) will be deemed conclusive. If there is a discrepancy between your records and our records, our records will be deemed conclusive.

RIGHT OF SETOFF

If you owe us money and do not pay us as you agreed, we may apply any funds you have on deposit with us or with our affiliates to satisfy or reduce the debt you owe us to the extent permitted by law. We may apply all funds in a joint tenancy account to satisfy or reduce a debt owed to us by one of the joint tenants. We may restrict all funds in a tenancy in common account to determine the interests of the tenants in the account and apply the interest of a tenant to satisfy or reduce a debt owed to us by that tenant. If the funds we apply to satisfy or reduce a debt owed to us are in a CD and are principal, we may also assess our applicable early withdrawal fee. We may also restrict access to any safe deposit box you maintain with us until the money you owe us is paid.

If the law imposes conditions, protections or limits on our ability to take or setoff funds in your accounts, to the extent that you may do so by contract, you waive those conditions and limits and you authorize us to apply funds in any of your accounts with us and with our affiliates to obligations you owe us.

RIGHT TO CLOSE ACCOUNT

You may close your account at any time, unless the account is an interest-bearing account with a stated maturity or the account requires a notice period for withdrawal and we do not waive these requirements; the account is pledged to us or to another; or the account may not be closed for other reasons. If there is more than one signer on your account, any signer may order the account closed but signing requirements must be met for withdrawals. If you close your account in the first 90 days after opening, a fee may be charged except where prohibited by law.

We may consider your account closed and close it if the balance in the account is at zero or is overdrawn for a period of time determined by us unless the account with a zero balance is maintained with us under the provisions of a zero balance account agreement or similar arrangement. If your account is closed with an overdraft, we may report you and the amount of the overdraft to an appropriate consumer reporting agency. We may also pursue collection efforts to recover the amount of the overdraft and associated fees.

We may terminate our account relationship with you and close your account at any time upon reasonable notice to you unless we otherwise agreed in writing to maintain the account for a stated period. For good cause, we may close your account at once. If we close your account for cause, such as improper or unsatisfactory activity in the account, we may report that fact to third parties as permitted by law.

When your account is closed, all services related to your account end as well. If we close your account and there is a balance remaining in the account, we may mail our check for the amount of the balance payable to the account owner(s) to you at the address to which we mail your statement and we may return deposits, checks and other items that we receive after your account is closed without liability to you. Matters related to your account continue to be governed by the terms and conditions of this Agreement even after your account is closed.

For additional information on closing Foreign Currency Accounts, please see the section "Foreign Currency Denominated Accounts" above.

SUB-ACCOUNTS

In order to accommodate our internal accounting and regulatory reporting, we may establish sub-accounts within certain accounts maintained by you with us. This will not affect your account number, balance requirements, monthly statement, your use of your account or the way you earn interest and will not be reflected on your statement.

SUSPICIOUS ACTIVITY

We are required by law to report to the government any transaction conducted by any individual or business or other organization that we suspect is illegal. We report suspected illegal activity without notice to our clients.

USURY SAVING CLAUSE

It is never our intention to violate any law or regulation that limits the amount we may lawfully charge for any of our services. To the extent that any fee or charge we assess is determined to be in violation of applicable law or regulation, the fee or charge shall be deemed reduced or eliminated to be in compliance and the amount charged in excess of that permitted, if any, will be refunded to you by credit to your account or reduction of future fees.

WAIVER OR DELAY

We may waive or delay enforcement of any term, condition or right we may have stated in this Agreement and our other agreements with you on a one-time basis even though we have not done so before and may not do so again and without prejudice to any other term or condition or right we may have under such agreements. We may revoke any waiver upon notice to you.

SUBSTITUTE CHECK POLICY

SUBSTITUTE CHECKS

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.

You agree that you will not cash or deposit "substitute checks" as defined by federal law or Image Replacement Documents that purport to be substitute checks and have not been previously endorsed by a bank. If you do cash or deposit substitute checks, you give us the same warranties and indemnities that we, as a reconverting bank, would give under applicable law or regulation

and you agree to reimburse us for any Losses we may incur. If the substitute check is an electronic representation (instead of the original check), you agree to reimburse us for all Losses we incur because the substitute check does not meet applicable standards or causes duplicate payments.

CONSUMERS' RIGHTS REGARDING SUBSTITUTE CHECKS
In certain cases, federal law allows you to request a refund for Losses you suffer if a substitute check is erroneously posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The Losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal.

The amount of your refund is limited to the amount of your Loss or the amount of the substitute check, whichever is less. You may be entitled to interest on the amount of your refund if your account is an interest-bearing account.

If you make a claim, you may receive up to the lesser of the amount of your refund or $2,500 within 10 Business Days after we receive your claim and the remainder of your refund (plus interest if your account earns interest) no later than 45 calendar days after we receive 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.

CLAIM FOR REFUND
If you believe that you have suffered a Loss relating to a substitute check that you received and that was posted to your account, please contact us by calling **(800) 773-7100** or write to us at 1801 West Olympic Boulevard, Suite 300, Los Angeles, CA 90006, Attn.: Deposit Services.

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.

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.
- A copy of the substitute check or the following information to help us identify the substitute check: the account number, the check number, the name of the person to whom you wrote the check and the amount of the check.

DISPUTE RESOLUTION

Maintaining a good relationship with you is very important to us. If you have a dispute, problem, or concern arising out of, affecting, or relating to your account(s), and/or the products or services we have provided, will provide, or have offered to provide to you, and/or any aspect of your relationship with us (hereafter referred to as the "Claims"), please contact us immediately. If you and we are not able to resolve the Claims quickly and informally, then you agree that the Claims will be resolved using the procedures set forth below.

SMALL CLAIMS
If the Claims can be filed in or transferred to small claims court, they shall be resolved through small claims court and not through the Arbitration Agreement set forth below.

ARBITRATION AGREEMENT
Except to the extent that they may be resolved through small claims court or as set forth in the "Miscellaneous" section below, any and all Claims, regardless whether they (a) arise out of, affect, or relate to conduct that occurred prior to the Effective Date of the Agreement, or (b) are in contract, tort, statute, or otherwise, shall, at the election of either you or us, be resolved by confidential and binding arbitration.

Either you or we may elect to resolve any and all Claims through arbitration, even if one of us has already initiated litigation in court related to such Claim(s), by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, and/or (c) filing a motion to compel arbitration in court. AS A RESULT, IF EITHER YOU OR WE ELECT TO RESOLVE ANY CLAIM(S) THROUGH ARBITRATION, YOU GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR CLAIMS, RIGHTS, AND POSITIONS AS TO SUCH CLAIM(S) (except for a claim brought individually within small claims court jurisdiction, so long as the claim remains in small claims court).

The parties shall mutually agree that the arbitration be administered by either the American Arbitration Association ("AAA") or JAMS, in accordance with the AAA or JAMS rules and procedures, respectively, then in effect and applicable to the type of dispute at issue ("the Rules"). The Rules can be obtained free of charge from AAA (www.adr.org) or from JAMS (www.jamsadr.com). In the event of an inconsistency or conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement shall supersede the conflicting Rules only to the extent of the inconsistency or conflict. If the parties cannot mutually agree on either AAA or JAMS, then you shall select either AAA or JAMS to administer the arbitration, in accordance with that forum's applicable Rules. You may not elect to have the Claims resolved in court. If you do not select either AAA or JAMS within thirty days of the date that we inform you that the parties cannot mutually agree on an arbitration forum, then we will select either AAA or JAMS to administer the arbitration.

Any party that fails to submit to arbitration following a proper demand to do so shall bear and agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred to compel arbitration. Such party shall bear and agrees to pay such costs and expenses (1) even if such party otherwise prevails, in whole or in part, on the Claim(s); and (2) notwithstanding any other provision of this Arbitration Agreement.

This Arbitration Agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. You and we agree that, by virtue of your relationship with us and the products or services we have provided, will provide, or have offered to provide to you, we are participating in transactions involving the movement of money or goods among states.

This Arbitration Agreement does not prevent you from submitting any issue relating to your accounts for review or consideration by a federal, state, or local governmental agency or entity.

Selection of Arbitrator(s)
If the total amount of money at issue in all Claims is $500,000 or less, the Claims shall be resolved by a single neutral arbitrator. In that case, the arbitrator will only have the authority to award up to $500,000 in total, including all damages and costs of every kind. If the total amount of money at issue in all Claims is greater than $500,000, the Claims shall be resolved, upon the request of you or us, by a majority vote of a panel of three neutral arbitrators. Unless you and we expressly agree in writing otherwise, a submission to a single arbitrator will be deemed a waiver of any right to recover more than $500,000. If neither you nor we request a panel of arbitrators, then the Claims shall be resolved by a single neutral arbitrator. The arbitrator(s) (a) shall be selected in accordance with the Rules; (b) must have at least fifteen years' experience as an attorney, or be a retired judge; and (c) must have some experience with financial services issues or business contracts.

Arbitration Proceedings
Any arbitration hearing shall take place in the city where your account, relationship, or service is maintained, unless the parties agree in writing to a different location. You submit to the personal jurisdiction of the state in which the arbitration hearing takes place.

If both parties agree, the arbitration hearing may be conducted electronically or virtually on a platform that is acceptable to both parties. The arbitrator(s) shall apply the law in accordance with the "Governing Law" section of the Account Agreement & Disclosures ("AA&D") then in effect and operative as between the parties. Any claims and defenses that can be asserted in court can be asserted in the arbitration. The arbitrator(s) shall be entitled to award the same remedies that a court can award, including injunctive relief. The arbitrator(s) shall give effect to statutes of limitation, waiver and estoppel, and other affirmative defenses in resolving any Claims. Discovery shall be available for non-privileged information to the fullest extent permitted under the Rules. The arbitration award shall be in writing and shall be sufficient to explain the essential findings and conclusions on which it is based. Except as provided in applicable statutes or in this Arbitration Agreement, the arbitration award is not subject to review by a court and it cannot be appealed. The Rules will determine who pays the arbitration fees and expenses, unless limited by applicable law. Unless applicable laws state otherwise, each party will pay its own attorneys', expert, and witness fees. This rule applies no matter which party wins arbitration. No person or party participating in an arbitration may disclose the arbitration's existence, content, subject, or outcome, except as necessary and required in a party's ordinary course of business or by law.

Appeal

If, in any arbitration, a single arbitrator awards $0 to the claimant, then the claimant may appeal. If, in any arbitration, a single arbitrator awards more than $100,000 against the non-claimant, then the non-claimant may appeal. Except as specified in the foregoing two sentences, no party may appeal any arbitration award. Any appeal must be filed in writing with AAA or JAMS within thirty days of award issuance. If a party files a timely and proper appeal, the appeal shall be heard by a panel of three neutral arbitrators. No new testimony or evidence may be presented on appeal. The panel shall not be bound by any factual findings or legal rulings made by the single arbitrator, and may reconsider all factual and legal issues de novo. The panel shall decide the appeal by majority vote. There shall be no appeal in a case where the Claims are resolved in the first instance by a majority vote of a panel of three arbitrators (i.e., in a case where the total amount of money at issue in all Claims is greater than $500,000). Any final arbitration award after any appeal has been concluded shall be binding on the named parties, may be entered as a judgment in court, and shall be enforceable by any court having jurisdiction.

Validity and Enforceability

Except as set forth in the following sentence, any determination as to whether this Arbitration Agreement is valid, applicable, or enforceable in part or in its entirety shall be made solely by the arbitrator(s), including without limitation any issues relating to whether a Claim is subject to arbitration. Notwithstanding the previous sentence, the enforceability of the Class Action Waiver set forth below shall be determined by a court. If any provision in this Arbitration Agreement, other than the Class Action Waiver set forth below, is found to be unenforceable, the remaining provisions in this Arbitration Agreement shall remain fully enforceable. If the Class Action Waiver set forth below is found to be unenforceable in any proceeding, the remainder of the provisions in this Arbitration Agreement shall also be unenforceable in that proceeding. If, as a result of any provision in this Arbitration Agreement being found to be unenforceable, any Claim is sent to any court for resolution, then to the maximum extent permitted by the laws of the relevant jurisdiction, both you and we (a) waive and give up any and all rights that may exist to a jury trial, and (b) agree that the court shall be the trier of fact.

Class Action Waiver

ANY ARBITRATION OF ANY CLAIM(S) SHALL BE ON AN INDIVIDUAL BASIS ONLY. YOU UNDERSTAND AND AGREE THAT YOU AND WE ARE WAIVING AND GIVING UP THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER (INCLUDING THE RIGHT TO RECOVER ANY MONIES OR DAMAGES) IN ANY AND ALL CLASS ACTION LAWSUITS, WHETHER SUCH LAWSUITS ARE BROUGHT BY YOU, US, OR ANY OTHER PARTY, IN ARBITRATION OR IN ANY COURT. IN ANY AND ALL ARBITRATIONS AND COURT ACTIONS OF ANY KIND, NEITHER YOU NOR WE SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHERS, OR TO INCLUDE OR PARTICIPATE IN ANY CLAIM AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN THE INTEREST OF THE GENERAL PUBLIC OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

Miscellaneous

Nothing contained in this Arbitration Agreement shall prevent you or us from applying to any court of competent jurisdiction for emergency, provisional, injunctive, or ancillary relief, such as a temporary restraining order, a temporary protective order, an attachment, an appointment of a receiver by a court having jurisdiction, or any other pre-judgment remedies. Nothing contained in this Arbitration Agreement will limit the right of any party before, during or after any proceeding hereunder: (1) to exercise any right or remedy as a secured party against any collateral pursuant to the terms of a security agreement, pledge agreement, or applicable law; (2) to exercise self-help remedies such as setoff; or (3) to comply with any legal process involving your accounts or other property. The institution and maintenance of an action for emergency, provisional, injunctive, or ancillary remedies, or exercise of a right or remedy of a secured party or a self-help remedy, will not constitute a waiver of the right of any party to (1) submit any Claim to arbitration; and/or (2) seek to compel arbitration of any Claim brought, filed, or submitted by any other party. This Arbitration Agreement shall survive the closing of your account(s), the termination of any service(s) or product(s) that we have provided to you, and the termination of the relationship between you and us.

AVOIDING FEES AND CHARGES

Many clients are charged fees and interest which they could easily avoid by keeping accurate and timely records of their account balance. Remember to record withdrawals from automated teller machines, point-of-sale transactions, online banking and mobile banking transfers and payments, and automated payments from your account. You may verify the available balance in your account and the checks and other transactions pending or paid against your account since your last statement by using our telephone banking, mobile banking or online banking service. You may also verify your available and your total accessible balance at any of our automated teller machines.

Do not write and deliver checks or make other payments or charges against insufficient funds. The collection process is very fast and you should not rely on a covering deposit being posted to your account before a check or other payment made against insufficient funds is presented for payment. We may assess a fee for any such item and the merchant or other person to whom you made a payment which is returned unpaid may also be entitled to additional fees or penalties.

Take the time to read and understand our fee schedules to determine if there are any fees you are paying unnecessarily.

PROTECTING YOUR ACCOUNT

You should comply with your obligations as stated in this document. You may also find the following guidelines helpful to prevent or deter crime.

PROTECT YOUR ACCOUNT INFORMATION

- Do not provide your account number, your personal identification number ("PIN") or any other account information to anyone you do not know or to anyone over the telephone, email or the Internet, unless you are positive you know the person and you want the person to be able to conduct transactions on your account.
- Review your bank statements upon receipt. If you do not receive a bank statement when you should, contact us at

once. If there is anything in your statement that does not look right, contact us at once.

- If you order checks and do not receive them promptly, contact us at once.
- Store your check stock, check images and statements securely and notify us at once if a check or statement is missing.
- Carefully shred or otherwise destroy cancelled checks, check images, bank statements, deposit slips and receipts, including ATM receipts, before discarding them.
- Notify us if your identification is missing, lost or stolen.
- Be disciplined in the management of your financial accounts. Check them often even if you have not initiated transactions and report suspicious activity to the bank right away.

WRITING CHECKS

- Write your checks in ink and fill in all lines carefully and completely. Do not leave room on the numeral line to insert a number between the dollar sign and the first Arabic numeral or on any written line to insert a word. Use a check protector to imprint the amount of your check if you have one.
- Sign your checks clearly. Illegible signatures are more easily forged.
- Do not give anyone a blank check that you have signed.
- Do not preprint your driver's license number or Social Security or taxpayer identification number on your checks.
- Use tamper-resistant, high security checks.
- Do not allow anyone to sign your name on your checks.
- Keep your check stock locked in a safe place. Limit the number of individuals who can access checks.
- Conduct frequent audits of your check stock.

COMPUTERS, EMAILS AND MOBILE DEVICES

- Keep your mobile devices with you or lock them away when they're not needed. Password-protect them to protect against unauthorized use. When it comes to apps, be careful before you click. Only download from legitimate online stores.
- If your computer is set up to "auto-load" removable media (e.g., USB drives, SD cards), disable this feature and instead scan these items before you open them.
- Passwords should be complex and frequently changed. Do not share passwords. Password-protect your router and other wireless connections.
- Never open email attachments or click on hyperlinks from unknown or suspicious sources, including social media sites.
- Disregard in-person, phone, text message, email or web requests that ask you to share your personal or account information unless you are sure the request and requestor are legitimate.
- Be careful on social media. Avoid posting too much personal information. Utilize privacy controls to limit who can see what.

FUNDS TRANSFERS

- ACH transaction and wire transfer security is especially critical - Use security tokens only when releasing an ACH or wire transaction, never at login. CNB will never initiate a communication to request entry of security tokens. If you enter a token to complete a transaction and you get an error message, you are logged off the system or you do not get a confirmation message, please contact us IMMEDIATELY. There is increased likelihood your computer has been hacked.

AUTOMATED TELLER MACHINES (ATMS) SAFETY TIPS

- Keep your card in a safe place. If your card is lost or stolen, contact us at once.
- Remember your personal identification number ("PIN"). Do not write it on your card, keep it in your wallet or share it with anyone.
- Do not provide your card information or your PIN to anyone over the telephone, email, Internet or otherwise, unless you are positive you know the person and you want the person to be able to conduct transactions on your account. We or any agent of ours will never request you to divulge your PIN in an oral or written manner.
- Plan ahead to minimize your time at an ATM. Prepare as much of your transaction in advance as you can at your home or office by filling out your deposit slip and endorsing the checks "for deposit only" to your account.
- Be aware of people and your surroundings at an ATM before, during and after you use an ATM. If you observe any suspicious person or unusual activity near the location at any time, do not use it and go somewhere else. At night, if the ATM location is not well-lighted, do not use it and go somewhere else.
- Prevent others from seeing you enter your PIN when using an ATM by shielding the keypad with your hand or body.
- If you notice anything suspicious or any other problem arises after you begin your transaction, cancel the transaction, recover the card you are using from the ATM and leave.
- When your transaction is complete, recover your card, your receipt and any cash you have requested from the ATM and promptly leave the area. Do not display money taken from the ATM. Put the money away and wait until you are in a safe place to verify it. Do not leave your receipt at the ATM location.
- When using any drive-up ATM facility, lock your car doors and roll up all the windows except the window you are using.
- In the event of an emergency, contact your local police or 911.
- Please report any complaint you may have concerning the safety or security of any of our ATMs or any emergency to our ATM security division at (213) 427-5454 or (800) 773-7100. In New York, complaints about the security of our ATMs may also be reported to the New York Department of Financial Services at (800) 342-3736.

ADDITIONAL TIPS FOR BUSINESSES OR INDIVIDUALS WHO TRUST OTHERS WITH BANKING

- Separate bank account responsibilities. Do not allow the same person who reconciles your bank statement to also issue checks on your account.
- Watch for out-of-sequence checks and checks made payable to cash or to a bank. Watch for checks not used to pay your debts such as a check payable to a credit card company or utility. These are some classic red flags for embezzlement.
- Conduct a regular review of your transaction activity for unexpected fluctuations.
- Consider maintaining separate accounts and segregating employees for accounts payable and accounts receivable.
- Notify the Bank immediately when an employee who was authorized to transact business with the Bank leaves your employ.

- Conduct thorough background checks on employees who have financial responsibilities or access to financial documents.
- Provide cyber-security training and share fraud protection and other important information with all company users.
- Monitor security threats and periodically assess network and security risks. Develop a cyber-incident response plan and test it regularly.
- Maintain "cyber insurance" appropriate to your financial risks.
- Take full advantage of bank-related security products and alerts (e.g., Positive Pay and ACH blocks and filters).
- Encrypt sensitive data, whether transmitting or simply storing it

GLOSSARY OF TERMS AND ACRONYMS

accessible balance – (also called total accessible balance) - Your available balance, plus the amount available in your Personal Savings Overdraft Service, Personal Overdraft Line of Credit, Personal Overdraft Sweep Service, Business Overdraft Line of Credit, Business Overdraft Sweep Service, Commercial Credit Sweep Service or other applicable overdraft protection plan, plus amounts that have been transferred pursuant to a deposit sweep arrangement.

ACH – Automated Clearing House

ATM – Automated Teller Machine

Authorized Signer or Authorized Signer – A person who has your actual or apparent authority to use your account even if they have not signed the account application.

Available Balance – Your account balance at the opening of the Business Day, plus or minus certain account activity during the day, and minus any holds. The available balance is the amount available for withdrawal. Please note that the available balance does not reflect every transaction you have initiated or we previously authorized that has not yet posted to your account.

Business Day – Every day is a Business Day, except Saturdays, Sundays and bank holidays we observe.

CNB – City National Bank

Collected Funds – Funds deposited to your account for which CNB has received credit. Please note that the collected funds balance does not reflect every transaction you have initiated or we previously authorized. Uncollected funds may not be available for withdrawal.

Computer System – Collectively computer hardware, computer software, computer network and/or systems, and/or any other hardware and/or software and your firewall.

ECI – an electronically created item that is an electronic image that has all of the attribute of an electronic check but is not originally derived from a paper check.

EFT – Electronic Fund Transfer

Electronic Check - A check that has gone through a process where the check is used as a source of information for the check number, account number, and the bank identification number to convert the check into an electronic debit. The information is then used to make a one-time electronic debit from your account (an electronic fund transfer).

FDIC – Federal Deposit Insurance Corporation

FinCEN – Financial Crimes Enforcement Network

IRA – Individual Retirement Account

IRS – Internal Revenue Service

Item – An item is an order, instruction or authorization to withdraw or pay funds or money from an account. Examples include: a check, substitute check, and ACH or other electronic transaction (such as an ATM withdrawal or transfer or point of sale transaction), draft, demand draft, remotely created check, preauthorized payment, online banking transfer, and bill payment instruction. Unless prohibited by law or regulation, an item also includes any purported order, instruction or authorization to withdraw or pay funds or money from an account.

Ledger Balance – The ledger balance is the balance in an account at the end of each Business Day after all credits and debits presented that day and any applicable fees have been posted to the account. It is the beginning balance for the next Business Day and does not reflect any pending deposits, debits and adjustments that have not posted. The ledger balance may not be the same as your available balance or your collected funds balance.

Losses – Any losses, damages, liabilities, costs and expenses (including attorneys' fees).

MICR – Magnetic Ink Character Recognition

PIN – Personal Identification Number

Security Item – Each of your username, personal identification numbers, tokens, passwords, codes, marks, signs, public keys or other means of identification used in connection with your access to our products and services over the Internet.

TIN – Taxpayer Identification Number

CITY NATIONAL BANK
AN RBC COMPANY

Fee Schedule and Other Account Information Personal Products and Services

City National Bank

October 1, 2026

For use with Account Agreement and Disclosures

This document sets forth the standard fees that apply to your products and many of the banking services we make available to you. For fees applicable to analyzed accounts, see the ACCOUNT ANALYSIS section. Other fees may apply depending on the services used. Please see the last page for explanation of all footnotes.

If you have questions about any of our products and services, or to request a copy of any fee schedule or disclosure, please call us at (800) 773-7100 to speak with a Client Services Specialist.

If your deposit product or service is not listed below, it may not be available for new clients or may have been discontinued. Please contact your Relationship Manager or call us at (800) 773-7100 to speak with a Client Care Specialist for more information.

Checking, Money Market, Savings

Personal Checking Account

Personal Checking is a non-interest-bearing account.

	Balance	Charges and Fees
Required opening deposit	$1,000	
Average daily balance[1]	$3,000	No monthly maintenance fee
If average daily balance is not met for the statement period		$20 monthly maintenance fee*[2]

*The monthly maintenance fee for accounts domiciled in Nevada is $12.

Personal Checking Plus Account

Personal Checking Plus is a non-interest-bearing account that may be bundled with a savings or money market account.

	Balance	Charges and Fees
Required opening deposit	$1,000	
Total direct deposits during the statement period $2,500 or more		No monthly maintenance fee
Minimum qualification balance	$7,500	No monthly maintenance fee
If minimum qualification balance is not met or if direct deposits totaling $2,500 or more are not made during the statement period		$25 monthly maintenance fee

Contributing accounts

Contributing Accounts are accounts with the same primary ownership as the Personal Checking Plus Account. Contributing Account types include all non-analyzed personal savings and personal money market accounts.

Qualification balance

The Qualification Balance is calculated three Business Days prior to the end of each statement period of the Personal Checking Plus Account ("qualification date"). First, we determine the average daily balance to date of the Personal Checking Plus Account by adding each day's closing ledger balance, from the beginning of the statement period up to and including the qualification date and dividing by the number of days from the beginning of the statement period up to and including the qualification date. To that we add the average daily balance of each Contributing Account from each account's prior statement period.[1]

Benefits of a Personal Checking Plus

- No CNB fee for ATM withdrawals made at non-CNB machines.
- Waiver of up to three ATM surcharges assessed by non-CNB ATM operators up to a maximum of $15 per statement period. Please note that the ATM/Debit Card International Transaction Fee is not a surcharge and is not included in the waiver of surcharges.
- CNB cashier's checks with no fee.
- Waived monthly maintenance fee for one personal savings or money market account. The savings or money market account must be owned by the same individual who owns the Personal Checking Plus Account.

Personal Mortgage Checking Account

The Personal Mortgage Checking Account is a non-interest-bearing account.

	Balance	Charges and Fees
Required opening deposit	$25	
Average Daily Balance	$0	No monthly maintenance fee

Personal Money Market Account

Personal Money Market is an interest-bearing account.

(Fees below also apply to Employee Benefits Money Market Account.)

	Balance	Charges and Fees
Required opening deposit	$2,500	
Minimum daily balance	$2,500	No monthly maintenance fee
If minimum daily balance is not met each day during statement period		$20 monthly maintenance fee

The Ladder Personal Money Market Account

Ladder Personal Money Market is an interest-bearing account.

	Balance	Charges and Fees
Required opening deposit	$10,000	
Minimum daily balance	$10,000	No monthly maintenance fee
If minimum daily balance is not met each day during the statement period		$25 monthly maintenance fee

Personal Savings Account

Personal Savings is an interest-bearing account.

(Fees below also apply to Employee Benefits Savings Accounts.)

	Balance	Charges and Fees
Required opening deposit	$50	
Average daily balance[1]	$100	No monthly maintenance fee
If average daily balance is not met for the statement period		$5 monthly maintenance fee

Child Performer Trust Account (New York Only) And Coogan Savings Account (California Only)

Child Performer Trust and Coogan Savings are interest-bearing accounts.

(Fees below apply to court-ordered and non-court ordered Coogan Savings Accounts.)

	Balance	Charges and Fees
Required opening deposit	$100	
Average daily balance[1]	$500	No monthly maintenance fee
If average daily balance is not met for the statement period		$5 monthly maintenance fee

Maintenance fee waived on Child Performer Trust Account or Coogan Savings Accounts until account beneficiary reaches age 18.

Account Analysis

The following fees are assessed to an account that has been set up as an analyzed personal account. Analyzed personal accounts may be interest-bearing or non-interest bearing, depending on the account type.

	Charges and Fees
Account maintenance fees	
Accounts 1–10	$25 per account per month
Accounts 11–50	$22 per account per month
Accounts 51–150	$19 per account per month
Accounts 151+	$16 per account per month
Other services	
ACH credits - incoming	$0.40 per item
ACH debits - incoming	$0.22 per item
Checks deposited	$0.15 per item
Checks paid	$0.22 per item
Coin deposited	$0.0062 per $1
Coin furnished	$0.13 per roll
Currency deposited	$0.0013 per $1
Currency furnished	$0.0013 per $1
Deposits	$1.40 each

Service Fees

At our discretion, the following charges may be assessed directly to your account, or assessed through the Account Analysis System to be covered by your account balances if your account has been set up as an analyzed personal account.

	Charges and Fees
Account research/reconcilement Fee	$50 per hour, 1 hour minimum
ATM/debit card	
Transactions conducted at a CNB ATM	No charge
Non-CNB ATM withdrawal (waived for Personal Checking Plus, Personal Mortgage Checking, and Safe Check)	$2.50 per withdrawal
Expedited card or PIN delivery (Card and PIN must be delivered separately)	
Card delivery	$25
PIN delivery	$25
International transaction fee	3.0% of transaction amount
Cashier's checks	$10
Checks purchased by non-clients (Only with an item drawn on CNB)	$15

	Charges and Fees
Collections	
Domestic incoming/outgoing	$30
International (clean) incoming/outgoing	$100
International courier foreign check	$35 each or cost, if higher

Outgoing international collections will be assessed both the collection fee and the international courier fee. Fees imposed by the paying bank may also be assessed. Checks in an amount less than $250 [U.S. Dollar (USD) equivalent] will not be accepted for international collection.

Counter check	$1 per check
Deposit Account Control Agreement (DACA)	
Setup fee	$2,500 minimum or higher per setup – negotiated
Legal review	$1,000 per hour
Monthly maintenance[3]	
Springing DACA	$300 per account
Blocked DACA	$999.99 per account
Deposit assessment fee – Per $1,000	$0.12

Monthly fee is assessed on the combined average ledger balances of analyzed accounts with CNB.

Deposited checks returned unpaid item advice	
Special handling instructions	$5 per account per month
Fax notification	$6 each
Telephone notification	$12 each
Photocopy of check	$5 each
Per check re-cleared automatically	$3
Direct Connect with Quicken® or QuickBooks®	
Online account access with bill payment	$9.95 per month
Escheat/abandoned account notice (as permitted by law)	$2
Foreign check deposited	
International outgoing collection See also Collections above.	$100

Expedited processing

Check amount [U.S. Dollar (USD) equivalent]	
$0 – $1,000	$25
$1,001 – $25,000	$45
$25,001 – $100,000	$75
> $100,000	$100

Expedited processing available for limited currencies only. This fee is in USD and is assessed against your designated USD deposit account unless otherwise instructed.

Foreign Currency Service	No fee
Foreign Currency Denominated Deposit Account (non-interest bearing)	
Monthly maintenance fee	$50 per account

This fee is in USD and is assessed against your designated USD deposit account unless otherwise instructed.

Gift card	
Purchase fee	$3 per card
Lost/Stolen card replacement fee	$6.95 per card
Shipping and handling fee	$2 per card
Inactivity fee	$4.95 per month

Inactivity fee is charged beginning the 13th month of no activity following card activation.

	Charges and Fees
Legal process fee (Attachments, levies, garnishment, subpoenas, etc.)	$125
Legal review of documents	$300 per hour or at cost, if higher 1 hour minimum
Multiple signature requirement	$7 per month per account

Multiple signature requirements apply only to checks (excluding checks that are converted to an electronic item) and withdrawals or transfers made in person.

Overdraft (OD/NSF) fees

Basic OD fee

Returned debits	$0
Paid debits	
First or second occurrence	$0
Third or subsequent occurrence	$25 per debit
Maximum daily OD fees	$25 per day

An occurrence is any business day on which one or more items are presented for payment and there are not enough available funds in your account to cover the item(s). Occurrences are viewed on a rolling 12-month basis; we look at the current month plus the prior 12 calendar months to determine the number of occurrences.

If, after all items have been posted at the end of the day, the account is overdrawn by $50 or less, we will not assess the applicable OD fee.

Accounts overdrawn 60 days or more	At the discretion of CNB, CNB's prime rate* plus 4% on 365-day year, 10% per annum minimum

*The rate established by CNB from time to time and published as its "prime rate."

Overdraft (OD/NSF) fees - analyzed accounts

Overdraft (OD) fee

Returned debits	$0
Paid debits	
First or second occurrence	$0
Third or subsequent occurrence	$25 per debit
Maximum daily OD fees	$25 per day

An occurrence is any business day on which one or more items are presented for payment and there are not enough available funds in your account to cover the item(s). Occurrences are viewed on a rolling 12-month basis; we look at the current month plus the prior 12 calendar months to determine the number of occurrences.

If, after all items have been posted at the end of the day, the account is overdrawn by $50 or less, we will not assess the applicable OD fee.

Interest on overdrafts and uncollected funds (accrues daily)[4]	CNB's prime rate plus 4% on 365-day year, 10% per annum minimum
Photocopy fee for canceled checks	$5 per copy

Clients may receive two check photocopies that include the front and back of a check at no charge, per monthly statement cycle.

Research fee (includes check reclamation crime reports, legal records, and other requests)	$50 per hour, 1 hour minimum $1 per copy
Retirement account termination or transfer fee	$50

	Charges and Fees
Signature guarantee - standard	$10 per signature
Signature guarantee - Medallion	$15 per signature

Special handling

Special handling fees are imposed when an account is subject to fraud and additional review of transactions is required thereafter while the account is being closed, during implementation of Positive Pay, or because client refuses to close the account or implement Positive Pay, if available, in accordance with CNB's recommendation.

First 30 days	No charge
After 30 days	$2 per item reviewed
After 60 days	$2 per item reviewed, plus $75 per month or portion thereof

Statements

Electronic statements	No charge

Statement and check images available through City National Online.

Paper statement without check images

Check images available through City National Online.

All other accounts	No charge

Paper statement with check images

Fee is charged even if minimum or average balance requirements are met. Image fees are not applicable to Money Market Accounts.

Standard check images (18 images per page, front image only)	$2 per month
Large check image (12 images per page, front image only)	
50 check images or fewer	$2 per month
51–249 check images	$2.50 per month
250 or more check images	$5 per month
Enhanced check images (12 images per page, front and back images)	
50 check images or fewer	$3 per month
51–249 check images	$5 per month
250 or more check images	$10 per month

Other statement options

Duplicate (past cycles)	$6 per statement
Multiple statements per month	$5 per month

Stop payments

6-month term	$30
Renewal, 6-month term	$30
Post-dating hold fee	$30
2-year term	$40
Renewal, 2-year term	$40
Range stop, 6-month term	$40
Range stop renewal, 6-month term	$40
No term specified	
Setup	$50
Annual fee	$21
Accepted stop payment request - CNB Cashier's check	$20
Verification of deposit (Including written balance confirmations and credit ratings)	$20

Wire transfers

Incoming	
Domestic	$15
International	$16

	Charges and Fees
Wire Transfers (continued)	
Incoming	
Book Transfer	
City National Online (CNO)/Mobile	$13
Non-CNO (Other)	$6
Outgoing domestic	
CNO-initiated	
Non-repetitive/Repetitive	$25
Book transfer	$13
Manually initiated	
Non-repetitive	$45
Repetitive	$40
Drawdown/Reverse	$18
Branch initiated	
Non-repetitive	$40
Repetitive	$30
Outgoing international	
CNO initiated	$35
Manually initiated	
Non-repetitive	
Foreign currency	$65
USD	$70
Repetitive	
Foreign currency	$60
USD	$65
Branch Initiated	
Non-repetitive	
Foreign currency	$60
USD	$65
Repetitive	
Foreign currency	$60
USD	$65
Wire Principal Protection Service *(Available for limited currencies only.)*	$25
Wire investigation	
Domestic wire	$35
International wire	$45
(Includes amendments, recalls and tracers. Additional charges may apply due to charges incurred by CNB when conducting the investigation.)	
Wire notification	
Online	No fee
Fax	$10
Telephone	$20

Additional Information

Accounts Established Online
The required initial deposit and other account terms and conditions may vary when accounts are established online and may also be waived or varied at the discretion of CNB.

Retirement Account Fees
For retirement funds held in a certificate of deposit, a retirement account termination or transfer fee may apply when the plan and the accounts are terminated or transferred to another financial institution.

Miscellaneous Assessments

- CNB reserves the right to assess a fee to its depositors to pass through some or all of the fees provided by law assessed to CNB by government agencies and government-sponsored entities. The fee may vary and will appear on a statement as “Assessment Fee.”
- A Deposit Assessment Fee will be applied per $1,000 of average ledger balance on analyzed accounts.
- Any Federal Reserve Bank large item charge for processing a check of $1 million or more may be assessed.
- Any Internal Revenue Service charge for failing to provide an account taxpayer identification number may be passed through as a charge to the account or charged to you directly or to any other account of yours with us.

City National Bank does business in the state of Florida as CN Bank.

[1] Average daily balance determined by adding each day’s closing ledger balance during the statement period and dividing by the number of days in that period.

[2] Monthly Maintenance Fee is waived for an account owner who has received final approval of a Ladder Up[SM] Home Loan Grant (which is no longer available to new applicants).

[3] Because secured parties reserve the authority to block DACA accounts, the monthly maintenance fee may increase to the ‘Blocked DACA’ fee at their instruction (not the accountholder’s). If, at a later time, the secured party instructs that a DACA account be unblocked, the fee will revert back to the ‘Springing DACA’ fee until further instructions are received.

[4] The rate at which interest is charged, established by CNB from time to time and published as its “prime rate,” will be updated within five Business Days of the date that CNB’s published prime rate changes.

City National Bank

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Consumer Electronic Fund Transfer Agreement and Disclosure

For use with Account Agreement and Disclosures

CONSUMER ELECTRONIC FUND TRANSFER AGREEMENT AND DISCLOSURE

This Agreement contains terms and conditions governing City National Bank's consumer electronic fund transfer ("EFT") services described below. The rights, liabilities and responsibilities of consumers who are natural persons and who use our consumer EFT services are governed by the Electronic Fund Transfer Act (15 U.S.C. §1693) and the Bureau of Consumer Financial Protection's Regulation E, the terms and conditions stated in this brochure, and our applicable deposit and product agreements.

As used in this Agreement, "consumer" means a natural person. The terms "we," "our," "us" and "CNB" mean City National Bank and include each of our vendors providing one or more of our services. The terms "you" and "your" mean you, our consumer client or anyone acting on your behalf using a service covered in this brochure.

This Agreement is for use with our Account Agreement and Disclosures brochure and applicable Fee Schedule, which you were provided, and with the City National Online® Access Agreement & Disclosure and Mobile Banking Services End User Agreement, as may be applicable. Capitalized terms not defined in this Agreement are defined in the Account Agreement and Disclosures brochure. Additional terms and conditions governing our services and accounts, including the terms of our DISPUTE RESOLUTION PROGRAM, are contained in that brochure and should be read carefully. If you need another copy of that brochure, please contact us or check our website, cnb.com.

Any owner of a consumer account may apply for any consumer EFT service we offer. Each person designated in the account agreement as an "Authorized Signer" or otherwise designated as a person authorized to initiate an EFT is authorized to initiate EFTs from a specified CNB deposit account ("Designated Account"). We are entitled to rely upon EFT instructions received from any such person by any means when confirmed in accordance with the security procedure to which you and we agree. **Instruction may be given to transfer funds between accounts maintained with us by any Authorized Signer or other authorized person without regard to the ownership of the account to which the funds are transferred and without regard to the number of signers required to withdraw funds from the account.**

If you are a consumer intending to use our EFT services, this is our EFT disclosure to you which is required by law and which is binding on you and anyone who originates an authorized EFT for you. By initiating any EFT transaction through us, you and anyone you authorize to conduct a transaction agree to the terms and conditions stated herein.

We may change the terms and conditions of this Agreement as they apply to our consumer EFT services and our fees and transaction limits on these services from time to time. We will provide prior notice to you as required by law. However, we reserve the right to make changes without prior notice if the change is necessary, in our opinion, to prevent fraud or maintain the security of your account or the EFT system. Such changes may include, but are not limited to, canceling or blocking your EFT service, canceling or blocking your EFT access card or code, reducing EFT transaction limits, or reissuing your access card. You may cancel or discontinue any of your EFT services at any time.

As referenced throughout this Agreement, our "Business Days" are Monday through Friday, excluding bank holidays we observe. Saturdays, Sundays and holidays we observe are not "Business Days" even if we are open.

CONSUMER ELECTRONIC FUND TRANSFER SERVICES

TYPES OF ELECTRONIC FUND TRANSFER ("EFT") SERVICES

A consumer EFT means any transfer of funds that is initiated by a consumer (a natural person) through an electronic terminal, telephone, computer, or magnetic tape for the purpose of ordering, instructing or authorizing us to debit or credit the consumer's account, with some exceptions. See "Other Fund Transfers" below for transactions that are not considered consumer EFTs.

Account Access:

EFT services available to consumers at CNB include, but are not limited to:

1. Transactions originated using your City National Bank Visa® Debit Card ("Debit Card"), which may include purchases, payments, cash withdrawals and transfers to another CNB account. See "CNB Visa Debit Card Transactions and CNB ATM Card Transactions" and "Using Your Debit Card or ATM Card at ATMs" below.
2. Transactions originated using your City National Bank Automated Teller Machine Card ("ATM Card"), which may include cash withdrawals, transfers to another CNB account, and purchases at some participating merchants. See "CNB Visa Debit Card Transactions and CNB ATM Card Transactions" and "Using Your Debit Card or ATM Card at ATMs" below.
3. Transactions you initiate by telephone under your *Telephone Banking Agreement* with us. See "Telephone Banking Service" below.
4. Transactions originated using automated clearing house ("ACH") credits or debits which you preauthorize and which result in direct deposits to or withdrawals from your account with us. See "Preauthorized Payments" below.
5. A transfer originated when you authorized a merchant or other payee to make a one-time electronic payment from your account using information from your check to pay for purchases or pay bills.
6. Any fee authorized by you to be debited electronically from your account because a check you wrote or an EFT was returned for insufficient funds to the person seeking to collect the fee.
7. Transactions originated through our City National Online or Mobile Banking service, including bill payments.
8. Wire transfers initiated from a consumer account to a recipient in a foreign country. See "International Wire Transfers for Consumers" below.

LIMITATIONS ON TRANSACTIONS

How an EFT May Affect Your Account Balance

We may charge or restrict your Designated Account for a debit EFT at the time you authorize the transaction, at the time we receive notice of the transaction or on the day the transaction is presented to us for payment, whichever is earlier. We count a transaction as having occurred when it is received by us in the Pacific time zone at local time.

We may place a hold on your account for the amount of the transaction, which will reduce the available balance in the account. This hold may differ from the amount of the transaction that is charged to your account. If we place a hold on your account and the transaction is charged to your account before the hold expires, the available balance in the account may be reduced by the amount of the transaction as well as the amount of the hold. We are not responsible or liable to you if a transaction is rejected, declined or otherwise not processed to your account because a hold placed on a prior transaction has not expired, or if the amount of the hold placed for a reported transaction exceeds the amount of the actual transaction charged to your account.

Limitations on Dollar Amounts of Transfers

We may establish daily or other limits on the number and dollar amount of transactions that you may originate by use of your Debit Card, ATM Card, or our City National Online or Mobile Banking services.

Your CNB Debit Card and ATM Card limits will be disclosed to you separately. We may change these limits from time to time. Transaction amounts conducted using your Debit Card or your ATM Card are limited to the available balance in your Designated Account plus your available overdraft protection, if any, and are subject to further limitations as stated below.

We reserve the right to limit the dollar amount of City National Online and Mobile Banking EFTs, including bill payments. See the *City National Online® Access Agreement & Disclosure* and *Mobile Banking Services End User Agreement.*

Limitations on Types and Frequency of Transfers

- You shall not use our EFT services for any illegal transaction, including, but not limited to, illegal Internet gambling.
- You may not use our EFT services to initiate transactions to or in certain countries where, by reason of federal law or regulation, restrictions apply to monetary transactions conducted in or through the country. Transactions you attempt to conduct in such countries may be blocked. When planning to travel abroad, you may call us at (800) 773-7100 to determine the countries where restrictions currently apply.
- We reserve the right to limit the types and frequency of City National Online and Mobile Banking EFTs. See the *City National Online® Access Agreement & Disclosure* and *Mobile Banking Services End User Agreement.*

For more information on this transaction limitation and any fees associated with exceeding the limitation, refer to our *Fee Schedule*. To request a copy, contact your Relationship Manager or a Client Representative at your branch.

FEES

Refer to our *Fee Schedule* brochure for Personal Products and Services, or for Account Analysis for Personal and Business Accounts, as applicable, for information about fees associated with EFTs. If you need another copy of this brochure, contact your Relationship Manager of call us at (800) 773-7100.

When you use an ATM not owned by us, you may be charged a fee by the ATM operator and by CNB. You may be charged a fee for a balance inquiry even if you do not complete an EFT. Refer to the applicable *Fee Schedule*.

CONTACT US IN THE EVENT OR RISK OF AN UNAUTHORIZED TRANSACTION

Call us IMMEDIATELY at (800) 773-7100 if you believe your Debit Card or ATM Card, the card number for either card, your personal identification number ("PIN"), or your City National Online or Mobile Banking login information or password has been lost or stolen or disclosed to an unauthorized person. Also tell us immediately if any of your accounts have been accessed or an EFT has occurred without your permission. Telephoning is the best way of keeping your possible losses down. Refer to "Your Liability" below.

PREAUTHORIZED PAYMENTS

You may arrange for the deposit of funds directly into your checking, money market or savings account with us, such as Social Security, payroll, retirement plan or insurance deposits. You may also arrange for payments to be made from your account to third parties, such as mortgage or loan payments or health club membership payments. These transactions are generally processed through automated clearing houses, are referred to as "ACH" transactions and are subject to the then current rules and regulations of the National Automated Clearing House Association ("NACHA").

The following terms also apply to ACH transactions to or from your account that are transmitted through an ACH: (i) your rights as to payments to or from your account will be governed by the laws that govern your account; (ii) credit given by a receiving bank to its

customer for a payment from your account is provisional until final settlement has been made or until payment is considered received under the laws that govern your Account; (iii) if a final settlement or payment is not made or received, the receiving bank will be entitled to a refund from its customer and you, as the originator of the payment, will not be considered to have paid your customer; (iv) if a payment is made to your account and we do not receive final settlement or payment is not received under the laws governing the account, you will not be considered to have received payment and we will be entitled to reimbursement from you for that payment, and the originator of the payment will not be considered to have paid the amount of the ACH credit entry to you; and (v) you hereby authorize any Origination Depositary Financial Institution to initiate pursuant to NACHA Rules, ACH debit entries to your account for electronic presentment or representment of items written or authorized by you.

Any transfer of funds you receive through an ACH is provisional and you must repay the funds if we do not receive final settlement. For example, if you receive a direct deposit from the government, which the government seeks to reclaim, you authorize us to charge any account of yours to pay the claim without prior notice to you.

Stop Payment Procedure for Preauthorized Payments

You can stop a preauthorized ACH payment that you have arranged to be made from your account by calling us toll free at **(800) 773-7100** or by writing us at City National Bank, 555 South Flower St., 20th Floor, Los Angeles, CA 90071, Attn.: Client Services Call Center. We must receive the request at least three Business Days before the payment you want to stop is scheduled to be made. You must tell us your name, account number, the exact payment amount, the payment date and the person or company that is to receive the payment. If you call, we may also require you to confirm your request in writing and make sure we receive it within 14 days after you call. If you follow these instructions and we do not stop payment as you requested, we may be liable to you. You will be charged our regular stop payment fee for your request. Your stop payment request is effective for two years and only for the preauthorized payment scheduled to be made on the payment date that you give us and only for the exact amount and payee.

If you want preauthorized payments to a specific recipient permanently stopped, you must tell us and you must also notify the recipient that you are revoking the authorization and ordering the payments stopped. We generally do not notify the recipient. For specific recurring payments you want stopped, the stop payment order will remain in place until withdrawn.

You may cancel online bill payments or the Bill Pay service online, by phone, or by mail. Online or phone requests must be received by 6:00 p.m. Pacific Time on the payment processing date. All mail cancellation requests must be received three Business Days or more before the payment processing date. If you call to cancel an online bill payment or cancel your bill payment service, we may also require you to put your request in writing. To cancel your Bill Pay service, you must first cancel all pending bill payment requests, then must call us at (800) 773-7100. See the *City National Online® Access Agreement & Disclosure*.

You may not stop payment on a one-time transaction originated by use of your Debit Card or ATM Card. If you have arranged to have regular payments made using your Debit Card, you must contact the merchant or payee directly to stop payment on a payment. The payee may require advance notice of such a stop payment.

Notice of Varying Amounts

If a payment is processed for a different amount or on a different date it will not be stopped. If these regular preauthorized payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be.

Notification of Preauthorized Deposits

If you have arranged for a direct deposit to be made to your account from the same person or company at least once every 60 days, you can call us at **(800) 773-7100** to find out whether or not the deposit has been made.

DOCUMENTATION OF TRANSACTIONS

Terminal Transfers

You can get a receipt at the time you make any EFT to or from your account using one of our ATMs or at a point-of-sale terminal. If you do not receive a receipt for a transaction conducted at a CNB ATM, please contact us at (800) 773-7100.

Preauthorized Credits

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can check City National Online, our Mobile Banking service, Telephone Banking service, enroll in account alerts or call us at (800) 773-7100 to find out whether the deposit has been made.

Periodic Statements

We will send you or make available to you online, as you designate, a monthly account statement for your account(s), showing your EFTs and other activity from and to each account. You are responsible to promptly review your statement for accuracy.

YOUR LIABILITY

You are responsible to us for all damages or liability arising by reason of your failure to abide by the terms and conditions of this Agreement as they apply to our consumer EFT services or misrepresentations concerning your use of your Debit Card, ATM Card, our City National Online or Mobile Banking services, or other EFT services, to the extent permitted by law.

Tell us AT ONCE by calling us toll free at **(800) 773-7100** if you believe your Debit Card or ATM Card, the card number for either card, your PIN, or your City National Online or Mobile Banking login information or password has been lost or stolen or disclosed to an unauthorized person. Also tell us immediately if any of your accounts have been accessed or an EFT has occurred without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum available overdraft protection). If you tell us within two Business Days, you can lose no more than $50 if someone used your card, PIN, or online or mobile login credentials without your permission, or otherwise initiated an unauthorized EFT.

If you do NOT tell us within two Business Days after you learn of the loss or theft of your Debit Card or ATM Card, PIN, password or online login credentials, and we can prove we could have stopped someone from making an EFT without your permission if you had told us, you could lose as much as $500.

Also, if your statement shows transfers that you did not make, tell us AT ONCE. If you do not tell us within 60 days after the first statement which shows the transfer was mailed to you, you may not get back any money you lost after the 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.

To report an error or to contact us, you may call us toll free at **(800) 773-7100** or write us at City National Bank, 1801 West Olympic Blvd., 3rd Floor, Los Angeles, CA 90006, Attn.: Deposit Services.

PLEASE NOTE: Under Visa and CNB rules, you, as a Debit Card consumer cardholder, may not be liable for the unauthorized use of your Debit Card. This "zero liability policy" may also apply to ATM card transactions made at Plus or Interlink network ATMs. You must, immediately upon discovery, report to us the fraud, theft or loss of your Debit Card. You must also: (a) not have been grossly negligent when safeguarding your card from loss or theft; (b) not have been engaged in fraudulent activity respecting the handling or use of your card; and, (c) have maintained your account in good standing.

Use of EFT Services by Another Person

You are responsible for all transactions and charges incurred by your use, or use by anyone authorized by you, of your Debit Card, ATM Card, or any other EFT services. You will take reasonable precautions to prevent unauthorized use of your Debit Card, ATM Card, PIN, or City National Online or Mobile Banking login credentials, and you will not disclose your card PIN or online login information to anyone whom you do not want to use it. If you

disclose such information to anyone and that person then conducts a transaction using your Debit Card, ATM Card, or City National Online or Mobile Banking services, the EFT transaction will be deemed authorized and the person will continue to be authorized to conduct transactions until you notify us otherwise by telephone at **(800) 773-7100**.

THE BANK'S LIABILITY

We may be liable to you for damages or loss you incur 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. However, we are not responsible or liable to you if a transaction originated by use of your Debit Card or your ATM Card is refused by anyone for any reason. We are not responsible or liable to you if, through no fault of ours, you do not have enough money in your Designated Account to make a transfer you order or authorize from the account or if the transfer would go over your overdraft protection, if any, or transactions on your account are restricted by legal process or otherwise. If you attempt to conduct a transaction at an ATM, we are not responsible or liable to you if the machine does not have enough cash to complete your transaction or the terminal or system is not working properly and you know about the breakdown when you start the transaction. We are not responsible or liable to you if you attempt to use your Debit Card or ATM Card during the period when our processing service is not available because of maintenance.

Interest Compensation

If we are obligated to pay you for loss of interest as a result of an error of ours or a delay in processing your payment order, we may pay interest at our savings account rate.

Limitation of Liability for Circumstances Beyond Our Control

We shall not be liable to you if we fail to credit, or delay credit for, a fund transfer to your account, or if we fail to transmit or delay transmission of your payment order because of circumstances beyond our reasonable control. Such circumstances include, but are not limited to, legal process, labor unrest, equipment or software failure, interruption of communication facilities, civil unrest or disturbance, natural catastrophe, or acts of government authority. We shall not be responsible to transmit a payment order, that, in our opinion, may violate any guideline, law, rule or regulation of any government authority, and we shall not be liable to you or anyone else for our refusal to do so. Our entire liability, and your sole remedy, for any failure or delay shall not exceed the lesser of your actual damages or the fees actually paid to us by you for our fund transfer service and associated account maintenance fees during the six months preceding the date of the alleged failure or delay.

IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES.

Limitation on Actions for EFT Transactions

Except as may otherwise be required by law, any action on any EFT transaction must be commenced within the same statute of limitation period applicable if the transaction had been conducted by check. If the action is not commenced within the applicable period, it shall be barred and we shall not be otherwise liable to you for the transaction.

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; or 3) In order to comply with government agency or court orders; or 4) If you give us your written permission. Refer to our *Privacy Policy*, which is provided annually to you and is available by contacting your Client Representative, calling us at **(800) 773-7100**, or at *cnb.com*.

In the event you require emergency cash or emergency card replacement services through Visa, you agree that we may provide personal data to Visa U.S.A., its members or their respective contractors to meet your requirement.

TELEPHONE BANKING SERVICE

Our Telephone Banking service allows you to obtain information about your checking and savings accounts with us and, with authorization, to order the transfer of funds between your checking and savings accounts with us using a touch-tone telephone or as we otherwise permit. You may be required to complete our *Telephone Banking Agreement* form before we will provide the transfer service. Transfers between accounts are only processed on our Business Days. Transfer orders received on a Business Day during normal business hours and before our cut-off hour are usually processed at or about the time of the receipt of the order. Transfer orders received after our cut-off hour on any Business Day or on a day that is not a Business Day for us will be processed on our next Business Day. You may use our Telephone Banking transfer service 24 hours a day, seven days a week. We may restrict transfers between accounts to the amount of collected funds in the account. For more information, refer to our *Fee Schedule*.

We may provide you with a security code that may be required to conduct a transaction through our Telephone Banking service. That security code must be safeguarded as you would safeguard a PIN. You may change the security code we provide you at any time using our Telephone Banking service.

CNB VISA DEBIT CARD AND CNB ATM CARD

CNB VISA DEBIT CARD TRANSACTIONS AND CNB ATM CARD TRANSACTIONS

You may use your CNB Visa Debit Card ("Debit Card") as a debit card to pay for transactions at merchants participating in the networks identified on your card. You may also use your Debit Card as an automated teller machine ("ATM") card to perform transactions at CNB ATMs and certain other ATMs in the networks identified on your card. Access to savings accounts is available through an ATM.

You may use your CNB ATM Card ("ATM Card") to perform transactions at CNB ATMs and certain other ATMs participating in the networks identified on your card. You may also use your ATM Card to pay for PIN-based purchase transactions at merchants participating in the networks identified on your card.

Your Debit Card and your ATM Card remain our property and must be returned to us upon request. You must sign your Debit Card and your ATM Card upon receipt. Retention of, signature on or use of either card constitutes your agreement to comply with the terms and conditions set out in this Agreement and as they may be amended or otherwise changed by us from time to time. We reserve the right to terminate your use of your Debit Card or your ATM Card at any time with or without cause and without prior notice to you.

Your Debit Card or your ATM Card must be linked to a Designated Account. We may deduct from the Designated Account the amount of any transaction originated by use of either card as well as the amount of any fee or charge assessed by us or by others for use of either card. Your account and transactions conducted using either your Debit Card or ATM Card are subject to our applicable *Fee Schedule* and the terms and conditions in this Agreement. To request a copy of the applicable *Fee Schedule*, contact your Relationship Manager or Client Representative at your branch.

Your Personal Identification Number ("PIN") and Security Code

A PIN is provided at the time you first receive your card to conduct a PIN transaction using your Debit Card or ATM Card. You may change the PIN at any time and we encourage you to do so. It is your responsibility to keep your PIN secure. You agree not to write your PIN on your Debit Card or ATM Card or anything you carry with or near your card. You agree not to tell anyone else your PIN. You agree not to let anyone else use your Debit Card or ATM Card. You agree not to allow anyone to see you entering your PIN in any machine. If you do any of the foregoing, a person conducting a transaction on your account, using your PIN, may be deemed authorized to do so by you.

Overdrafts Using Your Card
You shall maintain sufficient collected funds or available overdraft protection in your Designated Account at all times. The amount of funds shall be sufficient to allow us to deduct from the account or hold in the account the transaction amount when we are notified of a transaction or when a transaction is presented or charged. CNB does not offer overdraft coverage for consumer Debit Card or ATM transactions. If you do not have sufficient collected funds or available overdraft protection in your account at the time you request the transaction, the transaction may be rejected.

If an overdraft occurs in your account by use of your Debit Card or ATM Card, you must repay the overdraft at once. CNB will not charge an overdraft fee for an overdraft resulting solely from a Debit Card or ATM Card transaction.

You acknowledge that neither your Debit Card nor your ATM Card is a credit card and neither card automatically provides credit or overdraft protection. You must apply separately for a credit line or for overdraft protection for your account.

Disputes with Merchants Regarding Goods and Services
You are responsible to settle directly with the merchant or other business establishment that accepted your Debit Card or ATM Card any claim or defense with respect to goods or services purchased with your card. Any such claim or defense that you assert will not relieve you of your obligation to pay the total amount of the transaction plus any appropriate charges we may be authorized to make. We are not responsible for any damages or liability if a merchant misrepresents the quality, price or warranty of goods or services you pay for by using your Debit Card or ATM Card.

Refunds
You may not receive cash refunds for purchases you make using your Debit Card or ATM Card. If a merchant that honors your Debit Card or ATM Card gives you credit for merchandise returns or adjustment, the merchant will do so by sending us a credit that we will apply as a credit to your Designated Account with us.

Foreign Transactions
If you use your Debit Card or ATM Card to conduct a transaction in a foreign currency, we will charge your account for the U.S. Dollar equivalent of the transaction currency as transmitted to us. The transaction currency amount will be converted to U.S. Dollars, the billing currency, by the bank or network through which the transaction is processed in accordance with its operating regulations or conversion procedures in effect at the time the bank or network processes the transaction. The exchange rate used for the conversion will be selected by the processor from a range of rates available in the wholesale currency market on the date of conversion or such other date as is provided in the processor's regulations, which rate may vary from the rate the processor itself receives, or the applicable government-mandated rate then in effect. The exchange rate used on the conversion date may differ from the rates available on the date the transaction was conducted or on the posting date identified in your monthly statement and may also differ from the rates available through financial institutions in the country in which the transaction was conducted. We do not determine the exchange rate. You agree to pay all charges and accept all credits for the converted transaction amounts. In addition, we will charge an International Transaction fee for each card transaction conducted in a foreign currency. Refer to our *Fee Schedule*.

USING YOUR DEBIT CARD OR ATM CARD AT ATMS
You may use your Debit Card or your ATM Card at our ATMs and at other ATMs participating in the networks identified on your card.

Your card has access to your Designated Account. However, if you wish to access more than one account through ATMs, you may do so by advising us of the CNB accounts you wish to access. You may access your checking or money market accounts plus your savings account. If you wish to add an account to your card, please contact us.

You can use your card at one of our ATMs to:

1. Check the balance in your Designated Account and each account you have added for access.
2. Withdraw cash from these accounts. You may withdraw up to the total of your disclosed daily limit.
3. Transfer funds between these accounts.
4. Make deposits to these accounts at ATMs that accept deposits to a CNB account.

There is no transaction charge by us when you use your card to conduct a transaction at a City National Bank ATM.

Most of our ATMs are available 24 hours a day, seven days a week, except for brief periods when routine maintenance, inspection or repair is required. Some of our ATMs located in building lobbies have limited availability and some do not accept deposits. For the locations and availability of our ATMs, please call the telephone number listed on your statement or contact us at **(800) 773-7100** or visit *cnb.com.*

You may use either card to conduct some of the transactions listed above at ATMs operated by other institutions. If you conduct a transaction at an ATM that is not operated by us, the operator of the machine or any network used to complete the transaction may impose a surcharge or fee. In addition, we charge a per withdrawal fee for each cash withdrawal conducted at an ATM operated by another institution. Refer to our *Fee Schedule*. Not all ATM services may be available at ATMs not owned by CNB.

All withdrawals, deposits and transfers are subject to later verification by us. If you perform transactions at an ATM on a day that is not a Business Day or after our ATM processing cut-off time, your transaction will be posted to your account on our next Business Day.

IF YOU ARE A CONSUMER AND DISCOVER ERRORS OR HAVE QUESTIONS ABOUT YOUR STATEMENT OR ANY TRANSACTION

Contact us AT ONCE if you think your statement or transaction record is not correct or if you need more information about a transaction listed on the statement we provide you or the transaction record you receive at the time of the transaction. Call us at **(800) 773-7100** or write us at City National Bank, 1801 West Olympic Blvd., 3rd Floor, Los Angeles, CA 90006, Attn.: Deposit Services.

We must hear from you no later than 60 calendar days after the date we sent you the first statement on which the problem or error appears. If you tell us orally, we may still require you to send us your complaint or question in writing within 10 Business Days. We need your name, account number, the date, the type and dollar amount of the transaction or suspected error and your card number, when applicable, as well as a description of the error or transaction. Explain as clearly as you can why you believe the transactions is an error or why you need more information.

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

For errors involving new accounts, point-of-sale purchase transactions, or foreign-initiated transactions, we may take up to 90 calendar days to investigate your complaint or question. For new accounts, we may take up to 20 Business Days to credit your account for the amount you think is in error. Your account is considered a "new account" for 30 calendar days after the account is opened, if you have no other deposit relationship with us and you are a new client.

We will tell you the results within three Business Days after completing our investigation. If we decide there was no error, we

will send you a written explanation. You may ask for copies of the documents we used in our investigation.

INTERNATIONAL WIRE TRANSFERS FOR CONSUMERS

The information in this section applies to requests for wire transfers made from a CNB consumer account to a person or business in a country outside the United States (a "remittance transfer"). The information does not apply to wire transfers sent to a person or business within the United States or from a business or other non-consumer account. If you, as a consumer, request a remittance transfer, we, the Bank, as your remittance transfer provider, will provide you a disclosure at the time of your request. The information contained in the disclosure will include the remittance transfer amount, our fees to send the remittance transfer, the exchange rate if applicable, the net amount to be received by the designated recipient, and the date by which funds will be available to the recipient.

- We may ask you the currency in which the recipient's account is held at the recipient's bank abroad. If you do not know, you may request to send the transfer in U.S. Dollars or in local currency of the country where the recipient's account is maintained. We will assume that this transfer will be credited to your recipient in the currency you have chosen and as reflected in the disclosures we provide you.
- The manner in which we will provide the required disclosure information to you is governed by law and depends upon the manner in which we received your request.
- You will have 30 minutes following authorization for payment of the remittance transfer to cancel the transaction for a full refund.
- The daily cut-off time for requesting a remittance transfer may be earlier than for wire transfers to U.S. locations, and there may be a delay in processing your request to allow for the required disclosure and your cancellation rights.

WHAT TO DO IF YOU WANT TO CANCEL A REMITTANCE TRANSFER:

- You have the right to cancel a remittance transfer and obtain a full refund of funds paid to us, including any fees. In order to cancel, you must contact us at **(800) 575-5501** within 30 minutes of payment for the transfer.
- When you contact us, you must provide us with information to help us identify the transfer you wish to cancel, including the amount and location where the funds were sent. We will refund your money within three (3) Business Days of your request to cancel a transfer, as long as the funds have not already been picked up or deposited into a recipient's account.

WHAT TO DO IF YOU BELIEVE THERE IS AN ERROR IN THE REMITTANCE TRANSFER:

If you believe an error or problem occurred in your remittance transfer, you must contact us at **(800) 575-5501** within 180 days of the date we indicated to you that funds would be made available to the recipient.

When you do, please tell us:

- Your name and address.
- The error or problem with the transfer, and why you believe it is an error.
- The name of the person or business receiving the funds and, if you know it, the telephone number or address.
- The date and dollar amount of the transfer.
- The CNB account number debited for the transfer.

We will determine whether an error occurred within 90 days after you contact us and tell you the results of our investigation within three Business Days after completion. We will correct any error promptly. If we decide that there was no error, we will send you a written explanation. You may ask for copies of any documents we used in our investigation.

We reserve the right to refuse to process a remittance transfer if you do not provide the information we require, if we are unable to determine any information required to be disclosed by us to you in connection with the transfer, or if we are unable to deliver required disclosures to you in the manner prescribed by law.

OTHER FUND TRANSFERS

There are other types of fund transfers which are **not** consumer EFTs governed by the Electronic Fund Transfer Act and Regulation E. These fund transfers are governed by the Uniform Commercial Code ("UCC") applicable to your account, the rules and regulations of the fund transfers system through which the funds are sent, and by the terms and conditions stated in this disclosure and our *Account Agreement and Disclosures*. These fund transfers include transfers through the Federal Reserve Bank system by means of Fedwire or through a similar wire transfer system, but exclude consumer "remittance transfers" (see "International Wire Transfers for Consumers" above). They also include automatic transfers between consumer accounts at CNB ("on us" transfers), telephone transfers made other than pursuant to our *Telephone Banking Agreement*, and any funds transfer the purpose of which is the purchase and sale of a security or commodity. The terms and conditions that follow apply if you request that we act as the "Originating Bank" for a "payment order" from you or as the "Beneficiary Bank" for a payment order to you as these terms are defined in the UCC. These terms do not generally apply to transfers originated by check, draft or other written item.

Any Authorized Signer on an account may initiate fund transfers from the account by means of a payment order unless you and we have otherwise agreed. These fund transfers may be initiated by payment order in the form of a written communication received directly or by facsimile transmission, orally, by telephone or electronically. If an Authorized Signer uses a facsimile signature, we may rely and act upon the signature as stated under "General Account Information and Terms" in the *Account Agreement and Disclosures* brochure. Each payment order shall be authenticated by means of a security procedure established by agreement between you and us for the purpose of verifying that a payment order or communication amending or canceling a payment order is from you or for the purpose of detecting error in the transmission or the content of the payment order or communication.

FUND TRANSFER PAYMENT ORDER SECURITY PROCEDURES

We make available a variety of means to authenticate payment orders including those initiated through our Treasury Management Services. See your Relationship Manager or Client Representative at your branch for details. If you do not use our Treasury Management Services to initiate and authenticate a payment order or the services are not available for you, you and we agree that a callback procedure shall be the security procedure that will be used to authenticate your payment order. You shall make available yourself or a person authorized to verify payment orders for fund transfers by means of a callback. If no person is available to respond to our callback, we may delay or refuse processing the payment order and the electronic fund transfer without liability to you.

If you refuse to agree to authenticate a payment order by means of a security procedure which we make available to you and you do not authenticate the payment order by means of an agreed security procedure, the fund transfer shall be deemed authorized by you and we shall not be liable to you if it is later determined that the payment order was unauthorized or erroneous.

EXCEPTIONS TO USE OF SECURITY PROCEDURES

Any Authorized Signer on your account may initiate a payment order for a fund transfer between accounts established in the same name with us by you when the Authorized Signers on the account are the same and no callback or other security procedure will be required.

You may authorize a periodic transfer to a designated person or to an account at another bank and, after the initial transfer is authenticated by means of a security procedure, we may continue to initiate the periodic transfers as you initially instructed without use of a security procedure until you tell us to stop.

FUND TRANSFER CUT-OFF TIMES
We establish daily "cut-off" times that may vary by branch and may also vary by transaction type. Payment orders for transactions received after the cut-off time are considered received on our next Business Day.

RIGHT TO REJECT A FUND TRANSFER
We reserve the right to reject a payment order to transfer funds from your account or a payment order to transfer funds to your account, including an “on us” transfer. We will attempt to notify you if we reject a payment order within a reasonable amount of time. We are not obligated to notify you if we reject a payment order to your account, although we may attempt to do so.

RIGHT TO LIMIT THE AMOUNT OF A FUND TRANSFER
You may establish a limit on the amount of any payment order to transfer funds from your account. See your Relationship Manager or Client Representative at your branch for details. We reserve the right to limit the amount of any payment order to or from your account at any time without prior notice to you. We may, but are not obligated to, advise you in advance of any limitation we shall establish but we may, thereafter, change the limit at any time without notice to you. We shall incur no liability to you for delaying the initiation of, or refusing to initiate, any fund transfer which may exceed any limitation established hereunder.

ACCURATE ACCOUNT NUMBER AND BENEFICIARY OR BANK INFORMATION – EFFECT OF INCONSISTENT INFORMATION
If you send a payment order, you must accurately identify the account number that will receive the funds from the order, the beneficiary of the payment order and the beneficiary's bank. If you select the intermediary bank, it must also be accurately identified.

PLEASE NOTE: We, any intermediary bank and the beneficiary's bank may process a payment order solely on the basis of the account number even if that number does not correspond to the beneficiary's bank or the named beneficiary of the payment order at the beneficiary's bank. You are obligated to pay any such order originated by you.

ACH PROVISIONAL PAYMENT RULE
In the event final settlement is not received by a beneficiary's bank for a payment order transmitted through an Automated Clearing House, the beneficiary's bank is entitled to recover from the beneficiary any provisional credit given. If a payment is made to your account through an ACH and we do not receive final settlement or payment is not received under the laws governing the account, you will not be considered to have received payment and we will be entitled to reimbursement from you for that payment. Therefore, any transfer of funds you receive through an ACH is provisional and you must repay the funds if we do not receive final settlement.

NOTICE OF INCOMING FUND TRANSFERS
If you are the beneficiary of a fund transfer, we are NOT required to give you notice of the receipt of the fund transfer on which you are the beneficiary before the end of our next Business Day. We will provide notice to you on your account statement or you may check your account online, by telephone, or by contacting us.

INCOMING THIRD-PARTY TRANSFERS
We have no obligation to accept fund transfers for persons or entities that do not maintain an account relationship with us. Any such transfers may be rejected without notice.

CANCELLATION OR AMENDMENT OF FUND TRANSFERS
A payment order may not be cancelled or amended after we have accepted it. If we attempt to cancel or amend a payment order at your request, we shall incur no liability if we are unable to do so.

UNAUTHORIZED FUND TRANSFERS
You are obligated to pay us for an unauthorized payment order for a fund transfer, including any amendment or cancellation request, if the payment order is received by us, purports to come from you, and is acted upon by us in compliance with a security procedure agreed upon by you and by us. Such a payment order is effective as if made by you even though the order was not transmitted or authorized by you.

ERRONEOUS FUND TRANSFERS YOU ORDER
You are obligated to pay us for an erroneous payment order, including any amendment, which you actually give us even if we did not comply with our agreed security procedure and the error would have been detected had we complied.

NOTICE OF ERRONEOUS OR UNAUTHORIZED OTHER FUND TRANSFERS
Examine your monthly account statement for your account(s) showing transactions and other activity on each account promptly. You must notify us at once if there is an error or discrepancy in any notice or statement you receive from us about a fund transfer, including a fund transfer you believe is unauthorized. If you fail to notify us of any such error, discrepancy or unauthorized transfer within 30 days (14 days in New York) following the day we send you the first notice or statement that contains evidence of the error, discrepancy or unauthorized transfer, you assume liability for all loss, including loss of interest, which results from such failure. In the case of any unauthorized other fund transfer, you specifically agree that we shall not be liable for any loss of interest you incur by reason of your failure to give us notice.

LIMITATION ON ACTIONS FOR OTHER FUND TRANSFER TRANSACTIONS
Except as may otherwise be required by law, any action on any business or other fund transfer transaction must be commenced within the same statute of limitation period applicable if the transaction had been conducted by check. If the action is not commenced within the applicable period, it shall be barred.

IF YOU HAVE QUESTIONS ABOUT ANY OTHER FUND TRANSFER

Contact us AT ONCE if you think a transaction on your account is unauthorized or otherwise erroneous or you have a question about your statement. You may contact your Relationship Manager or Client Representative directly or you may call us at **(800) 773-7100** or you may write us at City National Bank, 555 South Flower St., 20th Floor, Los Angeles, CA 90071, Attn.: Client Services Call Center. Failure to contact us promptly may prevent us from blocking an unauthorized transaction or recovering money for you and may also further limit our liability to you.

PROTECTING YOU AND YOUR ACCOUNT WHEN MAKING ELECTRONIC FUND TRANSFERS

Fraud is an ever-growing problem. It is in your best interest to take precautions to protect yourself while conducting banking transactions at home and at your place of business. As part of our ongoing efforts to serve all of your financial needs, here are suggestions to help increase your personal safety and reduce the risk of fraud and identity theft.

ACCOUNT MONITORING:

1. **Review your statement regularly** and notify us right away of any unauthorized transactions.
2. **Take advantage of online, mobile and telephone banking services.** You can catch unauthorized transactions early by checking your account details often. CNB’s online, mobile, and telephone banking options allow you to check account activity conveniently and often.

CARD AND PERSONAL IDENTIFICATION NUMBER ("PIN") SAFETY:

1. Report lost or stolen cards immediately.
2. Sign your card on the signature panel as soon as you receive it.
3. Protect your cards as if they were cash.
4. Make a comprehensive list of all your cards and their numbers and store it in a safe place.
5. Don't leave your card in the glove compartment of your car.
6. When selecting a PIN avoid using information that can be tied to in-wallet information.
7. Never write down your card PIN; memorize it instead. Also, never use your PIN as a password.
8. Do not reveal your card PIN to anyone. We or any agent of ours will never request you to divulge your PIN in an oral or written manner.
9. Whenever possible, keep an eye on your card when making a transaction. Ensure that you get your card back after every purchase. If any activity during the transaction concerns you, call us.
10. Always check sales vouchers for the correct purchase amount, and keep copies of receipts. Always check your account statement and verify the amounts of your purchases.
11. Don't volunteer any personal information when you use your card, other than by displaying personal ID as requested by a merchant.
12. Don't lend your card or PIN to anyone. You are responsible for its use. Some card misuse can be traced directly to family and friends.

AUTOMATED TELLER MACHINE ("ATM") SAFETY:

1. Plan ahead to minimize your time at an ATM. Prepare as much of your transaction in advance as you can at your home or office by filling out your deposit slip and endorsing the checks "for deposit only" to your account.
2. When you approach an ATM location, look around and be alert to your surroundings, especially in areas unfamiliar to you. If you observe any suspicious person or unusual activity near the location at any time, do not use it and go somewhere else. At night, if the ATM location is not well lighted, do not use it and go somewhere else.
3. Consider going to an ATM location with someone you know and trust. Do not accept assistance from anyone you do not know and trust when using an ATM.
4. Prevent others from seeing you enter your PIN when using an ATM. Consider using your body to shield the view of the keypad.
5. If you notice anything suspicious or any other problem arises after you begin your transaction, cancel the transaction, recover the card you are using from the ATM and leave.
6. When your transaction is complete, recover your card, your receipt and any cash you have requested from the ATM and promptly leave the area. Do not display money taken from the ATM. Put the money away and wait until you are in a safe place to verify it. Mark each transaction in your account record but do so away from the machine in a safe place. Do not leave a receipt at the ATM location because it may contain important account information. Compare your records with the account statement you receive.
7. When using any drive-up ATM facility, lock your car doors and roll up all the windows except the window you are using. If you keep your engine running, be sure your car is in "park" or "neutral" and the brake is set.
8. Do not let anyone else use your card. Do not disclose your PIN to anyone else, even if the person is offering assistance. Do not write your PIN on your card. If you lose your card or it is stolen or your PIN is lost or stolen, report the loss to us at once.

   PLEASE NOTE: The activity at our ATMs may be recorded by surveillance cameras.

In the event of an emergency, contact your local police or 911.

Please report any complaint you may have concerning the safety or security of any of our ATMs or any emergency to our ATM security division at (213) 427-5454 or (800) 773-7100.

In New York, complaints about the security of our ATMs may also be reported to the New York Department of Financial Services at telephone number (800) 342-3736. Use the nearest available public telephone to call the police if emergency assistance is needed.

Unfortunately, we cannot guarantee your safety when using our ATMs. In general, if you see anything that worries you in the vicinity of an ATM, do not use it. Report suspicious activity near an ATM to the police. If the ATM is a CNB ATM, report the suspicious activity to us as well. Also, please tell us if you have any problem with one of our machines, for example, if the lighting is not working properly or there is damage to the machine, so that we can correct the problem promptly and continue to provide you the best banking services possible.

ONLINE SAFETY:

1. Never send account information, such as your account number, PIN, online or mobile login credentials, or sensitive personal information, such as your Social Security number, in the body of an unsecure email.
2. Beware of phishing emails. These are emails that appear to be from your bank or an online merchant asking you to provide or validate your account information. CNB and reputable merchants will never ask for any account or personal information in an email.
3. Never click on Internet links within an email. Instead, type or copy the known URL into your browser.
4. Before making purchases online, be sure that the site has built-in security features to protect your account information. All reputable merchant sites use encryption technologies that will protect your private data from being read by others as you conduct an online transaction.
5. Do not use a public computer to shop online or access your account(s). Always remember to log off and quit the browser when you are finished. All it takes for someone to view your personal information is simply hitting the Back button.
6. To protect your information use only a computer that has a firewall in place. Install anti-spyware and anti-virus software and implement updates as soon as they are available.

INTERNET FRAUD PROTECTION PRACTICES

In addition to other security practices and procedures that we may advise you about or provide you from time to time, here are some of the steps you should take to protect yourself from Internet (online) fraud:

1. Install an anti-virus program that will help fight viruses and malicious software on your computers, tablets, mobile phones and other devices. Use firewalls to secure and protect your home and/or office network.
2. Be conscientious about installing critical updates for your computer's operating system, which may include security updates. Better yet, set it up for automatic updates.
3. Keep your mobile devices with you or lock them away when they're not needed. Password-protect them to protect against unauthorized use. And, when it comes to apps, be careful before you click. Only download from legitimate online stores.

4. If your computer is set up to "auto-load" removable media (e.g., USB drives, SD cards), disable this feature. Play it safe by scanning these items before you open them.
5. When it comes to your passwords, be extra diligent. Passwords should be complex, frequently changed, and unshared. And be sure to password-protect your router and other wireless connections.
6. Never open email attachments or click on links from unknown or suspicious sources, including social media sites.
7. Don't be manipulated. Disregard in-person, phone, text message, email or web requests that ask you to share your personal or account information unless you are sure the request and requestor are legitimate.
8. Be careful on social media. Avoid posting too much personal information. At the very least, utilize privacy controls to limit who can see what.
9. Be disciplined in the management of your financial accounts. Check them daily even if you have not initiated transactions and report suspicious activity to the bank right away.
10. Internet security is a family affair. Make sure all Internet users in your home are educated about online safety and know what needs to be done.
11. Read and understand your obligations as stated in our "Internet Fraud Notice to Account Holders and Agreements Respecting Internet Fraud and Security" in the Account Agreement and Disclosures.

CITY NATIONAL BANK
AN RBC COMPANY

WHAT YOU NEED TO KNOW ABOUT OVERDRAFTS AND OVERDRAFT FEES (PERSONAL ACCOUNTS)

An overdraft occurs when you do not have enough money in your deposit account to cover a transaction, but we pay it anyway.

1. We have standard overdraft practices that come with your account.
2. We also offer optional overdraft protection plans that help you avoid an overdraft, which may be less expensive than our standard overdraft practices.

This notice explains our standard overdraft practices and overdraft protection plans.

What are the standard overdraft practices that come with my account?

We do authorize and pay overdrafts for the following types of transactions:

- Checks and other transactions made using your account number
- Automatic bill payments

We do not authorize and pay the following types of transactions if there is not enough money in your account at the time you attempt to make the transaction:

- ATM transactions
- Everyday debit card transactions

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction.

If we do not authorize and pay an overdraft, your transaction will be declined or the item will be returned unpaid. You will not be charged an insufficient funds fee if an item is returned unpaid, but it will count as an overdraft occurrence.

- An occurrence is any business day on which one or more debit items is presented for payment when there are not enough available funds in your account or available overdraft protection to cover the item(s). Occurrences are viewed on a rolling 12-month basis; we look at the current month plus the prior twelve (12) calendar months to determine the number of occurrences.

What fees will I be charged if City National Bank pays my overdraft?

Under our standard overdraft practices:

- We may charge you one overdraft fee each time we pay an overdraft. Refer to our *Fee Schedule and Other Account Information: Personal Products and Services,* for our current per-item overdraft fee.
- If the total overdraft is $50 or less, or if it is your first or second overdraft occurrence in the current month plus the prior 12 months, we will waive the overdraft fee.
- We may charge you an overdraft fee for your third or subsequent occurrence, unless the total overdraft is $50 or less, or another waiver applies.

What are the optional overdraft protection plans that are available?

- *Personal Savings Overdraft Service*, which automatically transfers funds from your savings or money market account to cover payment of an item.
- *Personal Overdraft Line of Credit*, which automatically transfers funds from an interest-incurring line of credit to cover payment of an item.
- *Personal Overdraft Sweep Line of Credit*, which automatically transfers funds from an interest-incurring line of credit to cover payment of an item.

The overdraft protection plans above may be less expensive than our standard overdraft practices. For fees and terms and conditions, contact your Relationship Manager, visit your branch, or call us at (800) 773-7100.

What fee will I be charged if City National Bank does not pay a check or other item presented for payment against insufficient funds and available credit from an overdraft protection plan in my account?

Under our standard practices:

- We will not charge you an insufficient funds fee when we return a check or other item unpaid, however it will count as an overdraft occurrence.

Questions?

Contact your Relationship Manager, visit your branch, or call us at (800) 773-7100. If you would like to opt out of our standard overdraft practices, please call us at (800) 773-7100.

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Personal Options: Overdraft Protection

Overdraft Protection: Peace of Mind

Avoid the fees, hassle and embarrassment of rejected transactions or overdrafts in your checking account with one of our overdraft protection options. We currently offer three options: a Personal Savings Overdraft Service, a Personal Overdraft Line of Credit or a Personal Overdraft Sweep Line of Credit.

Our Personal Savings Overdraft Service links your personal savings or money market account at City National to your checking account as a safety net to avoid a potential overdraft. Funds are automatically moved to your checking account to cover payment of an item when an overdraft would otherwise occur if we paid the item.

Our lending overdraft services go a step beyond what is typically available to individuals. We offer two options to meet your overdraft protection needs: our Personal Overdraft Line of Credit and our Personal Overdraft Sweep Line of Credit. Your City National lending overdraft protection is linked to your City National checking account. Each of our lending overdraft options acts like an insurance policy against overdrafts by automatically advancing funds to cover checking account overdrafts up to your available credit.

The best means to avoid overdrafts is to keep sufficient funds in your checking account to cover all transactions. City National Bank does not encourage you to present transactions for payment against insufficient or uncollected funds in your account. Our Overdraft Protection options are offered to you as a means to allow us to pay the transactions up to the limits of the protection and avoid overdrafts. Without Overdraft Protection, at our discretion, we may pay transactions that overdraw your checking account but we are not obligated to do so. We reserve the right to close any account when checks or other items are repeatedly drawn against insufficient or uncollected funds or credit. Overdrafts in account must be repaid at once. If you would like to opt out of our standard overdraft practices, please call us at (800) 773-7100.

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HOW OUR OVERDRAFT PROTECTION OPTIONS WORK

Features	Personal Savings Overdraft Service	Personal Overdraft Line of Credit	Personal Overdraft Sweep Line of Credit
Who would benefit?	Individuals who need a low cost safety net to avoid unexpected overdrafts.	Individuals who want the control of set transfer amounts to avoid potential overdrafts and the ability to repay on their schedule.	Individuals who want automatic coverage to avoid potential overdrafts and automatic repayment of the credit line advance.
% of available credit eligible to provide overdraft protection	Not applicable.	100%	100%
Advance increments	We automatically transfer the exact amount of the available funds from a savings or money market account to cover transactions if there are not enough available funds in the linked checking account.	We automatically transfer funds, in $100 increments, from the line of credit to cover transactions if there are not enough available funds in the linked checking account.	We automatically transfer the exact amount of funds from the line of credit to cover transactions if there are not enough available funds in the linked checking account. Available funds from deposits and other credits in the checking account are automatically transferred back to the line of credit to reduce any outstanding balance.
Maximum Potential Overdraft Coverage Amount	Savings or money market account available balance.	$25,000	$25,000
Minimum Line of Credit Amount	Not applicable.	$1,000	$1,000
Repayment	None. Funds from your own savings account or money market account are used to cover the potential overdraft.	Minimum monthly payments equal to 5% of the principal balance plus any assessed fees (but not less than $25) plus any past due amounts. Balance may be repaid at any time without penalty.	Minimum monthly payments equal to 10% of the principal balance plus any assessed fees (but not less than $10) plus any past due amounts. Balance may be repaid at any time without penalty.
Automatic payment feature	Not applicable.	Automatic payment for the minimum amount due monthly is required.	Automatic payment for the minimum amount due monthly is required.
Annual Fee	None	None	None
Transfer Fee	None	None	None
Interest Rate	Not applicable	18.00% Annual Percentage Rate	18.00% Annual Percentage Rate.
OD Fees*	Assessed only when items paid exceed both the balance in the checking account and available balance in the linked savings or money market accounts.	Assessed only when items paid exceed both the balance in the checking account and amount of credit available in the line of credit.	Assessed only when items paid exceed both the balance in the checking account and amount of credit available in the line of credit.
Other Provisions	Not applicable.	Requires loan application and credit approval.	Requires loan application and credit approval.

*Overdraft fees and charges are listed in the Fee Schedule: Personal Products & Services.

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FACTS WHAT DOES CITY NATIONAL BANK DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: ▪ Social Security number and income ▪ Account balances and credit history ▪ Assets and account transactions
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons City National Bank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does City National Bank share?	Can you limit this sharing?
For our everyday business purposes - such as to process your transactions, maintain your account(s) and enable account features, respond to court orders and legal investigations, or report to credit bureaus.	YES	NO
For our marketing purposes - to offer our products and services to you.	YES	NO
For joint marketing with other financial companies.	NO	WE DON'T SHARE
For our affiliates' everyday business purposes - information about your transactions and experiences.	YES	NO
For our affiliates' everyday business purposes - information about your creditworthiness.	YES	YES
For our affiliates to market to you.	YES	YES
For nonaffiliates to market to you.	NO	WE DON'T SHARE

To limit our sharing	▪ Call (800) 480-5443 - our menu will prompt you through your choice(s) **or** ▪ Visit us online: cnb.com/optout. **Please note:** If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice. However, you can contact us at anytime to limit our sharing.
Questions?	Call (800) 480-5443 or go to cnb.com/privacy.

City National Bank is a subsidiary of Royal Bank of Canada.

Who we are	
Who is providing this notice?	City National Bank

What we do	
How does City National Bank protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards, secured files and secured buildings.
How does City National Bank collect my personal information?	We collect your personal information, for example, when you: ▪ Open an account or apply for a loan. ▪ Use your credit card or debit card. ▪ Seek advice about your investments or direct us to buy securities. We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: ▪ Sharing for affiliates' everyday business purposes - information about your creditworthiness. ▪ Affiliates from using your information to market to you. ▪ Sharing for nonaffiliates to market to you. State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account unless you tell us otherwise.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. Our affiliates include: ▪ *CNR Securities LLC* ▪ *Datafaction, Inc. d/b/a AgilLink and Exactuals, LLC* ▪ *First American Commercial Bancorp, Inc.* ▪ *Companies with the Royal Bank of Canada ("RBC") or RBC names such as Royal Bank of Canada, RBC Rochdale, LLC, RBC Securities, Inc., RBC Trust Company, Ltd., RBC Wealth Management, RBC Capital Markets, LLC, and RBC Bank (Georgia), N.A.*
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. ▪ *City National Bank does not share with nonaffiliates so they can market to you.*
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. ▪ *City National Bank does not jointly market.*

Other important information
California: Under California law, we will not share information we collect about you with companies outside of City National Bank, unless the law allows. For example, we may share information with your consent, to service your accounts, or to provide rewards or benefits you are entitled to. We will limit sharing among our companies to the extent required by California law. For more information, visit cnb.com/CCPA.
Nevada: If you are a Nevada resident, Nevada law allows us to place calls to our existing clients for marketing purposes. If you do not want to receive marketing calls from City National Bank, you may be placed on our "Do Not Call" list by writing to City National Bank, Central Operations-Administration 9th Floor, 350 S. Grand Avenue, Los Angeles, CA 90071 or calling (800) 998-0841. Nevada residents may obtain more information by writing to the Bureau of Consumer Protection; Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101, calling (702) 486-3132, or emailing AgInfo@ag.nv.gov.
Vermont: We automatically treat customers with a Vermont mailing address as having limited sharing with our affiliates.
Trust accounts for which City National Bank is the trustee are protected under special rules of confidentiality. Trust account information is not shared for marketing purposes without specific consent.