

Dear Valued Customer:

This notice is to inform you that we are adopting a new Deposit Account Agreement (Agreement) to govern your accounts with us. This Agreement will become effective for all your accounts 30 days after you first receive notice in your account statement of the adoption of the new Agreement. This step is being taken for consistency purposes to adopt the Deposit Account Agreement used by the other Divisions of Zions Bancorporation, N.A. The Deposit Account Agreement is a comprehensive document that governs the many aspects of your bank account. We recommend you review and understand it.

Most of the differences between the Agreement being replaced and the new standardized Deposit Account Agreement will not affect how your account is governed and operated. Some of the changes, however, may change our respective rights and duties. It is impracticable to highlight all the differences between the Agreements. While you remain responsible for reviewing and becoming familiar with the new Agreement, the following lists what we believe are the main substantive changes and clarifications. This list is not comprehensive, and the listed sections contain further details.

Of particular note are a one-year limitation to sue (Section 23), and a jury trial waiver, a class action waiver, and an agreement to arbitrate if the jury trial waiver is not enforced (Section 24), which are all discussed below.

Please review the new Deposit Account Agreement at the Agreement Center on the web site for the Bank. The Bank will maintain the latest copy of the Deposit Account Agreement on its web site. This disclosure document, however, will only appear on the web site for a limited time.

Agreement and Acceptance

Section 1 provides that your acceptance of the Agreement is evidenced by a signature on the signature card in opening the account or by using or maintaining the deposit account.

This section provides that anyone with signing authority over an account also has authority to execute new agreements for banking-related services.

Updates, Amendments, Termination, Closure, and Survival

The Agreement (as before) is subject to revision by the Bank. We may give you notice of a change to the Agreement by referring to an online disclosure and/or agreement on the Bank's web site. If you desire, you may call or write us to request a hard copy of a disclosure or the Agreement.

You are obligated to promptly notify us of any changes in your street or mailing address or telephone number (or e-mail address for digital banking).

If you request to close your account, you are obligated to notify us of pending items and to make provision for these items. If items, debits, or credits are presented on your account after closure, we may reopen the account and post or reject the items, and fees may be incurred.

Your obligations to us, including any overdraft or other amount that you may owe us, and other rights will survive closure of your account or other termination of the Agreement.

Account Ownership; Account Types and Payable-on Death Beneficiaries

In general, we still offer the same type of accounts as previous, and a specific section (section 4(e)) on account types has been added for The Commerce Bank of Oregon and The Commerce Bank of Washington.

We clarify that any change of ownership of an account is governed by the signature card and must be incorporated within our records to be effective.

- Section 4(h) requires that entities and non-natural persons must notify us of authorization changes for signers on accounts. Otherwise, continued maintenance of the account means we may continue to rely on the account signer authorizations we have.
- Section 4(i) explains our acceptance and reliance on powers of attorney, and you agree to indemnify us for following the directions of your attorney-in-fact.
- Section 4(l) includes an explanation that removing an authorized signer does not terminate the validity of checks or debit instructions (and our ability to pay them) if signed or authorized before that removal. You will need to issue stop payments on those items or debits if you do not want them paid. Also, online access and access to other payment(s) systems will continue for the former authorized signer unless you take the appropriate described action.

Deposits

Section 5 clarifies that we may decline to deposit any item presented for deposit and that we may accept without inquiry deposits to your account made by persons other than you. We specify that if there is an overdraft on an account, we may exercise our right of setoff against any item that is presented to be cashed.

Section 5 also clarifies that provisional credit for deposits will be reversed for deposits that are returned unpaid, or are returned or revoked, and that for such deposits we may take funds out of any of your accounts to repay such deposit. Any chargeback or reversal of an unpaid deposit may result in an overdraft on your account.

- Section 5(f) highlights your continuing responsibility to us for checks or other items you have deposited with us even though we have made funds available to you. We continue to have the right to charge back deposited items or checks on your account even though we have made the funds available to you, and this right continues in case of return or revocation of the deposited checks or other items.

Your Ability to Withdraw Funds

Section 6 clarifies our ability to place a hold on the availability of funds you deposit, including placing such holds and giving you notice of the holds after you leave the Bank.

- Section 6(a) on funds availability includes a recent regulatory change to increase available amounts to \$225 on the first business day after deposit and to increase to \$5,525 as a total amount of deposited checks that may trigger a hold.
- Section 6(b) includes a recent regulatory change to increase to \$5,525 the amount that ordinarily is available the first business day after your deposit in new customer accounts for deposited cashier's and similar type checks.
- Section 6(c) explains that any terminology used in reporting funds or account balances to you (*e.g.*, "available," "collected," "current," "cleared," "posted," "paid") are only accounting balances and are not representations that the stated balance or transaction status cannot or will not be reversed for reasons required or permitted by law, rule or agreement. Balances and transaction status are always subject to adjustment, reversal, or revocation without prior notice for these reasons.

Withdrawals

- Section 7(a) explains the definition of "Current Balance" and "Available Balance" and gives examples of their usage.
- Section 7(b) explains Overdrafts and how Insufficient Funds (NSF) Fees are imposed and gives an example of how an Overdraft occurs and an NSF is imposed. (This Section also discusses a Continuing Overdraft Fee, but such fees are not applied to accounts at The Commerce Bank of Washington and The Commerce Bank of Oregon).
- Section 7(c) contains definitions for these terms as used in Section 7: Authorization Hold, Everyday Debit Card Transaction, Item, Overdraft, PIN, PIN-based Transaction, Point-of-Sale Transaction, Recurring Debit Card Transaction, and Signature-Based Transaction.
- Section 7(f) contains an explanation of what we may do when you use an ambiguous term to name multiple payees on a check. We may also continue review of required customer identification after the opening of an account or acceptance of an initial deposit.
- Section 7(g) contains the recent revision to restrictions on savings or money market accounts so that it no longer provides that these accounts may be closed if the six-transactions-per-month restriction is exceeded; however, a fee may be charged.
- Section 7(h) explains the conditions and requirements for making large cash withdrawals.
- Section 7(i) contains an explanation that we do not enforce multiple signature requirements unless we have explicitly agreed in a separate contract. We are not responsible for any damages,

losses, or liability arising from your use or insertion of restrictive legends, additional signatures lines or requirements, or additional or special instructions on your checks.

- Section 7(k) addresses our obligations and your responsibilities if you use a facsimile or substitute signature.
- Section 7(l) explains that we are entitled to require reasonable identification of a payee of your check or item; our refusal to cash a check based on lack of documentary identification or authorization to our satisfaction shall not constitute a wrongful dishonor of the item.
- Sections 7(m-o) contain an extended explanation and discussion of various aspects of your use of a debit card, the effect of associated authorization holds, the difference between a PIN-based transaction and a Signature-Based Transaction, and the settlement of these transactions and the effect of an Authorization Hold on other transactions.
- Section 7(p) contains an explanation of standard Overdraft practices and your ability to opt out of our standard Overdraft Practices.
- Section 7(u) contains an explanation of our order of processing credits and withdrawals from your account and contains a list of the sequence in which debit/withdrawal transactions are posted to your account. (This order of processing currently employed is not changing with the adoption of the new Agreement.)
- Section 7(x) clarifies the information we need in order to accept a stop payment order. All stop-payment orders will expire after one year. You agree to indemnify us for any claims arising out of our carrying out the stop payment order.
- Section 7(y) sets forth some of the terms and provisions regarding the payment of remote checks that are drawn on your account. Remote checks are remotely created by a third-party and are not signed by you. The section contains this provision: “If you authorize a third party to draw a remotely created check against your account, you may not later change your mind and try to revoke your authorization or rescind payment by claiming that the check was unauthorized. We may honor the remotely created check and—if there are insufficient funds in your account—you still owe us the remaining balance. We may also refuse to honor any remotely created checks drawn on your account without cause or prior notice.”

Indemnity

The Agreement contains an Indemnification whereby you agree to indemnify us against costs and claims asserted against us if we do what we promise to do in this Agreement in managing your account and processing your transactions. This includes your agreement to be responsible for the actions you or your agents take. The indemnification does not apply if the claim arises from our action (or failure to take action) that would constitute a violation of the Agreement with you.

Account Statements and Review

The Agreement in Section 14 prominently highlights the important obligation you have to review your account statements and to report unauthorized signatures, alterations, forgeries, and other unauthorized items or debits or other errors. You agree that the standard of “reasonable promptness” for reviewing your statements and reporting unauthorized items on the account will never be longer than 30 days after when we first send or make the statement available to you, and that if you fail to report these items or errors within 30 days, you are foreclosed from claiming reimbursement of the unauthorized item or correction of the error. (This 30-day deadline may vary with the reporting time frame set forth for Electronic Fund Transfers in Section 11(r) and (s).)

Additional Provisions, Terms, and Conditions

- Section 15(d) authorizes us to make adjustments for discrepancies between actual amounts tendered for deposit and totals or itemizations on deposit slips or other summaries.
- **At Section 15(h), we include this warning about fraud and “cleared checks” and cashier’s checks. The Bank does NOT report to you whether or not a check or item you have deposited has “cleared” or been paid by the financial institution upon which it is drawn, even if you inquire specifically about the status of that check or item. If you inquire about the status of a specific deposited check or item, the Bank employee cannot tell you whether or not that check has been paid or has “cleared.” The Bank only reports to you whether or not the Bank still has an internal hold on the funds represented by the check or item deposited to your account. You remain responsible to the Bank for the collectability or validity of any check or item you deposit. You agree that regardless of any verbiage used by you or a Bank employee in your inquiring about or discussing the status of a deposited check or item (e.g., “cleared,” “collected,” “paid,” “available funds”), the information you receive DOES NOT reflect whether or not the check or item has been paid or whether the Bank can still reverse the deposit and look to you for the funds. Please be aware that fraud often occurs in relation to counterfeit cashier’s checks that are presented to you as legitimate, and the fraudulent party seeks to acquire the funds from you at the time the Bank makes the funds available but before the fraudulent check is returned unpaid.**
- Sections 15(k) & (l) clarify aspects of sending electronic notices to you and our acceptance of electronic, scanned, and facsimile signatures from you.
- Section 15(m) sets forth your obligations to us if you are using a fictitious business name on an account.
- Section 15(n) elaborates on your responsibilities (such as reporting to law enforcement authorities) when making claims for losses from fraud and unauthorized activity (unless specified otherwise in Section 11 on consumer electronic fund transfers).
- Section 15(q) specifies your agreement that we may comply with any purported legal process (such as court orders, garnishments or attachments, or subpoenas) without liability to you, regardless of the validity of service or delivery, jurisdiction or agency issuing the legal process.

We may also issue an internal freeze or hold on the account and await a final judicial order or determination. We may charge your account the specified fee in any fee disclosure for responding to any legal process. You also agree that the Bank may view itself and treat your accounts as subject to court and agency jurisdiction in any state in which the Bank maintains a branch or financial center.

- Section 15(x) addresses digital or online banking and specifies that that you are responsible for features or services of digital banking (online and mobile banking) activated by any authorized user, and you are responsible for monitoring the account and its use by anyone supplied with log-in credentials.
- Section 15(ee) specifies that, in addition to our common law right of setoff, you also grant us contractual rights of set-off on your accounts, and that you contractually grant us a security interest on your account under Article 9 of the Uniform Commercial Code to secure any debt you may owe us.
- Section 15(hh) authorizes us to contact you by any method and for any purpose allowed by law, including specifically servicing messages about your accounts, using the telephone numbers you provided us, including by text or voice message. We can also record your communications at any time without further notice, unless the laws governing your account require notice. When discussing your account with you on the telephone, the Bank can impose authentication requirements at its discretion (including, but not limited to PASSWORDS or one-time PASSCODES) or out-of-channel processes, and the Bank will not be liable for any service that is denied on the basis of your inability to pass such authentication procedure.
- Section 15(ii) specifies that unless provided in the section on Electronic Fund Transfers, we are not obligated to act upon or carry out instructions transmitted via telephone, facsimile, or voicemail unless we have agreed in a separate writing to do so.
- Section 15(kk) provides: **Trusts (Revocable) Obligated to Update** – Revocable trusts agree to be responsible to supply the Bank with sufficient documentation to establish the identity of successor trustees and to keep the Bank updated with any amendments that affect management or control of the trust account, including any amendments to the designation of trustees or successor trustees.

Security

- Section 16(b) specifies that by giving your access device (*e.g.*, ATM or debit card and/or PIN) or account access credentials with permission to use it means that you will be responsible for whatever withdrawals or transfers that person makes, even if the person exceeds the limitation or authority you granted the person.
- Section 16(c) specifies that you are responsible for safeguarding and preserving blank checks and that you agree to bear any loss arising from negligent control or safeguarding of your checks.

Limitation on Time to Sue

Section 23 materially limits your rights against us:

LIMITATION ON TIME TO SUE

An action or proceeding by you to enforce an obligation, duty, or right arising under this Agreement or by law with respect to your account, safe deposit box, or any other account service must be commenced within one year after the cause of action accrues. This limitation on time to sue shall survive any termination, amendment, or expiration of this Agreement, or any other relationship between the parties.

Disputes

- Section 24(a) provides that we may freeze or hold the funds in your account or suspend activity on your account if your account becomes subject to a claim adverse to your own interest, including claims by other signers or others claiming signing authority on your account; situations where we are unable to determine who is authorized to speak or act for an account held by a non-natural person; your account becomes subject to a claim by operation of law; or the Bank, in its discretion, determines there is a risk of claim or loss to the Bank arising from transactions in any account you own or control

- Section 24(b) defines Disputes.

- **Section 24(b)(2) contains a jury waiver by which you agree to waive rights to a trial by jury in connection with any Dispute and that all Disputes will be decided by a judge sitting without a jury,** unless it is submitted to arbitration due to other provisions cited below.

- **Section 24(b)(3) contains a class action waiver whereby you waive the right to litigate any Dispute in a class action, either as a class member or as a representative, whether the proceeding is in a court or arbitration.**

- **Section 24(b)(4) contains an agreement to submit Disputes to binding arbitration if you as an account holder are a consumer and request a Consumer Dispute, or for all parties, if the jury trial waiver is not enforced.**

- The provisions of Section 24 on Disputes survive termination, amendment, or expiration of the Agreement or termination of the relationship between the parties.