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13 **SUPERIOR COURT OF CALIFORNIA**
14 **COUNTY OF SAN DIEGO**

15 JOE VILLANUEVA, on behalf of
16 himself and all others similarly situated,
17 Plaintiff,
18 v.
19 RABOBANK, N.A., and DOES 1
20 through 20, inclusive,
21 Defendant.

Case No: 37-2018-00028998-CU-BT-CTL
CLASS ACTION
[E-FILE]

23 Plaintiff JOE VILLANUEVA (“Plaintiff”) brings this action on behalf of himself
24 and all others similarly situated against Defendant Rabobank, N.A. (“Rabobank” or the
25 “Bank”), and states:
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27
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1 I. NATURE OF ACTION

2 1. This is a nationwide class action seeking damages and other relief from
3 Rabobank for its deceptive assessment and collection of so-called continued overdraft
4 fees from its customers in violation of Rabobank’s standardized account agreement
5 entitled “Agreement and Disclosures” (“Deposit Agreement”).

6 2. Continued overdraft fees are charges that certain banks impose on
7 customers when a checking/savings account remains overdrawn for a period of time after
8 the initial overdraft transaction. Specifically, Rabobank charges its customers what it
9 calls on its bank statements a \$5.00 “Continued Overdraft Fee” each day, for up to ten
10 days, after a Rabobank checking account remains overdrawn. This charge is levied in
11 addition to the \$35.00 fee that is levied on the customer for each charge made against an
12 overdrawn account, but Rabobank’s account disclosures never inform consumers that
13 they will be charged both fees for an overdraft.

14 3. Indeed, Rabobank never informs its account holders that it will charge a
15 Continued OD Fee in its Deposit Agreement—making no reference to such a fee (or the
16 circumstances of its application) whatsoever. The only supposed disclosure of the
17 Continued OD Fee is in the Bank’s separate fee schedule, but that disclosure nowhere
18 states that both a \$35 OD Fee and a \$5 per day Continued Fee will be charged for the
19 same overdraft. Here is the entirety of what Rabobank tells consumers about its so-
20 called Continued OD Fee:

21
22 **Overdraft (created by check, in-person or ATM withdrawal, or by electronic means**
23 **including bill payment) each.....\$35.00**
24 **Overdraft (daily maximum charge).....\$140.00**
25 **Overdraft (per day charge, starting on the fifth day through day 15 if amount**
26 **overdrawn is greater than \$5)\$5.00 per day**
27
28

1 11. Defendant Rabobank is a national bank subject to the National Bank Act
2 and regulations promulgated by the Office of the Comptroller of the Currency.
3 Rabobank is headquartered and has its principal place of business in Roseville, CA.
4 Rabobank provides retail banking services to consumers, including Plaintiff and the
5 Class, at approximately 107 locations in California. Rabobank has \$14 billion in assets.

6 **IV. FACTUAL BACKGROUND**

7 **A. Rabobank’s Personal Accounts Agreement**

8 12. Plaintiff and all members of the Class maintain checking and/or savings
9 accounts with Rabobank, the terms of which are governed by Rabobank’s standardized
10 account agreement entitled “Agreements and Disclosures” (“Deposit Agreement”). A
11 representative copy of Rabobank’s Account Agreement is attached as Exhibit A.

12 13. The Account Agreement states in relevant part:

13 The amount of overdraft and NSF fees are disclosed elsewhere. We
14 encourage you to make careful records and practice good account
15 management. This will help you to avoid writing checks or drafts without
16 sufficient funds and incurring the resulting fees.
Id. at p. 9.

17 14. There is no reference to a Continued OD Fee whatsoever in the Deposit
18 Agreement.

19 15. The Schedule of Fees (“Fee Schedule”), attached as Exhibit B, provides
20 only:

21 Nonsufficient funds each..... \$35.00
22 Nonsufficient funds (NSF) daily maximum.....\$140.00
23 Overdraft (created by check, in-person or ATM withdrawal, or by electronic
24 means including bill payment) each..... \$35.00
25 Overdraft (daily maximum charge).....\$140.00
26 Overdraft (per day charge, starting on the fifth day through day 15 if amount
27 overdrawn is greater than \$5)\$5.00 per day
28

1 16. Based on this disclosure, consumers, including Plaintiff, understand that
2 when a transaction or a series of transactions overdraw their checking accounts, that an
3 overdraft fee will be assessed. Consumers have no reason to expect that an additional
4 overdraft fee will be imposed if they do not perform an additional transaction causing
5 their account to go further into overdraft. In light of the total lack of discussion of
6 Continuous OD Fees, reasonable consumers like Plaintiff did not understand they would
7 be charged both types of “overdraft” fees on the same transaction. Indeed, other fees
8 listed in the fee schedule are listed in the alternative: for example, an accountholder
9 cannot get *both* an NSF Fee and an OD Fee on the same transaction. But without
10 making it clear to consumers, Rabobank charges both a \$35 dollar OD Fee and a \$5
11 Continued OD Fee on accountholders based on the same overdraft event.

12 17. Reasonable consumers like Plaintiff do not understand that such a fee is in
13 addition to an initial \$35 overdraft fee. Rather, reasonable consumers like Plaintiff
14 understand the Rabobank fee schedule—combined with the total absence of any
15 disclosures related to Continued OD Fees in the deposit agreement—to indicate that the
16 \$5 per day charge is in the alternative to the \$35 “each” charge.

17 18. Consumers, including Plaintiff, do not understand there can be more than
18 one overdraft fee on a given transaction—but that is exactly what Rabobank does. An
19 overdraft fee is derived from a transaction which causes the customer’s account balance
20 to exceed the customer’s available funds. Imposing an additional fee for an already
21 overdrawn balance is counterintuitive when there is not an additional transaction causing
22 the balance to be overdrawn.

23 19. Plaintiff was deceived by Rabobank’s deposit agreement and fee schedule.

24 20. Indeed, many of the major banks operating in California do not charge both
25 types of overdraft fees on the same overdraft event, including Bank of America and
26 Wells Fargo. Had Plaintiff been provided with accurate disclosures, he would have
27 chosen a bank that did not charge two types of overdraft fees on the same event.
28

1 **B. Assessment of Continued Overdraft Fees**

2 21. Rabobank assesses Continued Overdraft Fees as a means to increase bank
3 revenue on any checking or savings account that remains overdrawn for more than five
4 days. On the fifth day after the triggering overdraft event occurs, Rabobank charges its
5 customers \$5.00 for each day that the account remains overdrawn for up to ten days.

6 22. Historically, overdraft fees have been, and continue to be, a substantial
7 source of revenue for banks. Technological advances have allowed bank customers to
8 access money in their accounts in new ways and have consequently increased the
9 occurrence of overdraft episodes. As a result, overdraft fees have skyrocketed.

10 23. For example, recent reports from the U.S. Consumer Financial Protection
11 Bureau (“CFPB”) show that a broad investigation has been launched regarding bank
12 overdraft practices and procedures due to the concern that the growing cost of overdraft
13 practices could place bank customers at unnecessary risk. Indeed, CFPB Director
14 Richard Cordray acknowledged, “overdrafts can provide consumers with access to funds,
15 but the growing costs of overdraft practices have the capacity to inflict serious economic
16 harm.” In 2012 alone, banks took in approximately \$32 billion in overdraft-related fees.

17 24. Widespread overdraft practices are particularly problematic for low-income
18 families and individuals with lesser financial means. As illustrated by a survey
19 conducted by The Pew Charitable Trusts, overdraft-related fees target a financially
20 vulnerable population of consumers. Particularly, the study revealed that nearly 7 in 10
21 consumers who overdraft the most make less than \$50,000 and 25 percent pay a week’s
22 worth of wages in overdraft fees annually. Continued overdraft fees have a similar
23 negative impact upon those least able to repay.

24 25. As a recent CFPB report reflects, “sustained negative balance” fees are
25 becoming popular with banks and account for approximately 9% of total overdraft-
26 related fees collected by banks that impose such charges. According to the CFPB report
27 issued in July 2014, once a bank charges its customer a sustained overdraft fee on day
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1 five, the negative balance is likely cured by the customer within just a few days, rather
2 than weeks. As such, the bank's extension of credit to its overdrawn customer is
3 typically very short-term. Moreover, most negative balances created by an overdraft are
4 not high figures. Nearly two-thirds of transactions that cause overdrafts were for \$50.00
5 or less.

6 **C. Damages to Plaintiff**

7 26. On or about September 13, 2015, Plaintiff overdrew funds from his
8 Rabobank checking account and Rabobank assessed an initial overdraft fee of \$35.00.

9 27. On or about September 19, 2015, Rabobank assessed a continued overdraft
10 fee of \$5.00, and continued to assess such a fee for the next four days, totaling \$20.00 in
11 Continued OD Fees.

12 28. On or about March 5, 2015, Plaintiff overdrew funds from his Rabobank
13 checking account and Rabobank assessed an initial overdraft fee of \$35.00.

14 29. On or about March 15, 2015, Rabobank assessed a continued overdraft fee
15 of \$5.00, and continued to assess such a fee for the next three days, totaling \$15.00 in
16 Continued OD Fees.

17 **V. CLASS ALLEGATIONS**

18 30. Plaintiff brings this action on behalf of himself and all other similarly
19 situated Class members pursuant to Code of Civil Procedure section 382, which Class is
20 defined as follows:

21 All Rabobank checking account holders in California, who, within the applicable
22 statute of limitations preceding the filing of this action incurred one or more
23 Continued Overdraft Fees.

24 31. Excluded from the Class is Defendant, as well as its officers, employees,
25 agents or affiliates, and any judge who presides over this action, as well as all past and
26 present employees, officers and directors of Defendant and its subsidiaries and affiliates.

1 32. Plaintiff reserves the right to expand, limit, modify, or amend this class
2 definition, including the addition of one or more subclasses, in connection with his
3 motion for class certification, or at any other time, based upon, inter alia, changing
4 circumstances and/or new facts obtained during discovery.

5 33. This action is brought and may properly be maintained as a Class action
6 pursuant to Federal Rule of Civil Procedure 23. This action satisfies the numerosity,
7 typicality, adequacy, predominance, and superiority requirements of those provisions.

8 34. Numerosity: The Class members are so numerous that joinder of all
9 members is impracticable. Plaintiff is informed and believes that the proposed Class
10 contains thousands of individuals who have been damaged by Defendant's conduct as
11 alleged herein. The precise number of Class members is unknown to Plaintiff.

12 35. Existence and Predominance of Common Questions of Law and Fact: This
13 action involves common questions of law and fact, which predominate over any
14 questions affecting individual Class members. These common legal and factual
15 questions include, but are not limited to, the following:

16 a. Whether Rabobank charged Continued Overdraft Fees in violation of its
17 contract;

18 b. Whether Rabobank deceived consumers regarding its assessment of
19 Continued Overdraft Fees;

20 c. Whether Plaintiff and other members of the Class have sustained damages
21 as a result of Rabobank's assessment and collection of the Continued Overdraft Fee, and
22 the proper measure of damages.

23 36. Typicality: Plaintiff's claims are typical of the claims of the members of the
24 Class because they arise out of the same wrongful business practice of Rabobank as
25 described above.

26 37. Adequacy: Plaintiff will fairly and adequately protect the interests of the
27 members of the Class. Plaintiff is an adequate representative in that he has a Rabobank
28

1 account and suffered damages as a result of Rabobank's assessment and collection of
2 Continued Overdraft Fees. Additionally, Plaintiff has retained counsel experienced in
3 complex consumer class action litigation, and Plaintiff intends to prosecute this action
4 vigorously. Plaintiff has no antagonistic or adverse interest to those of the Class.

5 38. Superiority: The nature of this action and the nature of laws available to
6 Plaintiff and the Class make the use of the class action format a particularly efficient and
7 appropriate procedure to afford relief to him and the class for the wrongs alleged. The
8 damages or other financial detriment suffered by individual Class members is relatively
9 modest compared to the burden and expense that would be entailed by individual
10 litigation of their claims against Defendant. It would thus be virtually impossible for
11 Plaintiff and Class members, on an individual basis, to obtain effective redress for the
12 wrongs done to them. Absent the class action, Class members and the general public
13 would not likely recover, or would not likely have the chance to recover, damages or
14 restitution, and Defendant will be permitted to retain the proceeds of its fraudulent and
15 deceptive misdeeds.

16 39. Defendant keeps extensive computerized records of its customers and has
17 one or more databases through which a significant majority of Class members may be
18 identified and ascertained, and it maintains contact information, including email and
19 home addresses, through which notice of this action could be disseminated in accordance
20 with due process requirements.

21 **FIRST CAUSE OF ACTION**

22 **Breach of Contract**

23 40. Plaintiff repeats paragraphs 1 through 39 above.

24 41. Plaintiff and Rabobank have contracted for bank account deposit, checking,
25 ATM, and debit card services, as described in Rabobank's Deposit Agreement and
26 related documentation.

1 c. A judgment awarding Plaintiff and all members of the Class restitution
2 and/or other equitable relief, including, without limitation, disgorgement of all profits
3 and unjust enrichment that Defendant obtained from Plaintiff and the Class as a result of
4 its unlawful, unfair, and fraudulent business practices described herein;

5 d. Awarding Plaintiff and the Class damages, prejudgment interest from the
6 date of loss, and his costs and disbursements incurred in connection with this action,
7 including reasonable attorneys' fees, expert witness fees, and other costs; and

8 e. Providing such further relief as may be just and proper.

9 **VII. DEMAND FOR JURY TRIAL**

10 Plaintiff hereby demands a jury trial for all of the claims so triable.

11 Dated: June 12, 2018

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Attorneys for Plaintiff

EXHIBIT A

Understanding Your Deposit Account

Agreement & Disclosures

Terms & Conditions
Electronic Transfers
Funds Availability
Truth in Savings

Effective: July 16, 2012



Rabobank

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TERMS AND CONDITIONS OF YOUR DEPOSIT ACCOUNT

Rabobank, N.A. (Rabobank or the Bank) offers many quality financial services. This Deposit Account Agreement explains the terms and conditions associated with each account we offer.

Please carefully read this Agreement and the associated signature card you have signed or will be asked to sign. This Agreement is intended to be used only in conjunction with our schedule of fees and minimum charges and the "Summary of Deposit Rates Offered" which provide information on minimum balance requirements, monthly maintenance fees, transaction fees, other service charges, and interest rate information on your deposit account(s). Please also note that this Agreement contains a BINDING INDIVIDUAL ARBITRATION PROVISION AND CLASS ACTION WAIVER on page 5 which affects your rights with respect to any claims or disputes by or against the Bank as described on page 5. You may opt out of that provision as described on page 5. Retain this Agreement and other documentation for future reference. By signing the signature card, you agree to the terms and conditions contained in this Agreement, the Regulation DD Disclosure Statement, Rate Sheet and the associated signature card, and to any amendments we may make to them from time to time. In this Agreement, the symbol "♦" shown in the text refers you to our schedule of fees and minimum charges.

If you have any questions or need any additional information, please contact one of our Customer Service Representatives or a Bank Officer.

ACCOUNT TERMS AND CONDITIONS

Account Ownership: You may open an account in your name alone, or with one or more other parties. The following is a brief summary of the general forms of account ownership available at the Bank:

Note: Because decisions concerning whether an account should be held in a particular capacity may have significant legal, tax and estate planning consequences, consultation with your attorney or tax advisor is recommended.

Joint Tenancy: All owners of the account have an equal and undivided ownership interest in the whole account during their lifetimes. When any one of the account owners dies, the funds pass immediately and automatically to the surviving owners.

Tenancy in Common: All owners have some interest in the account, but not necessarily an equal interest. When one of the owners dies, that owner's share goes to the executor or administrator of the deceased owner's estate or other legal successor.

Community Property: If the account is held by a husband and wife or by registered domestic partners as "community property," ownership of the account will be determined by community property law and may be affected by a will.

Fiduciary: Accounts may be opened under court authorization by executors, administrators, conservators, guardians, or by trustees under written trust agreements. The Bank may require that a copy of the court order or the relevant portions of trust agreement be provided to the Bank, verifying that the person opening the account is a designated fiduciary, the powers of the fiduciary provisions for succession, and other unusual provisions.

Custodian under the California Uniform Transfer to Minors Act: A person holding money as a custodian under the California Uniform Transfer to Minors Act may open this account. The account is controlled by the custodian, but is owned by the minor. If the custodian resigns, is removed or dies, we will recognize the designated successor custodian or guardian of the minor if no successor custodian is named. If no successor custodian is named, the determination of the successor custodian will be governed by Section 3918 of the California Probate Code. If the minor dies before reaching the age of 18 (or later if the time of custodial property to the minor is delayed under the California Probate Code) the account will pass to the estate of the deceased minor.

Trustee for a Named Beneficiary (Totten Trusts): This account may be opened by one or more trustees. The balance will be paid to any or all of the trustees during their lifetime, according to the trustees' instructions. On the death of one of two or more trustees of a joint account, the sums remaining on deposit belong to the surviving party or parties as against the estate of the decedent unless there is clear and convincing evidence of a different intent. If there are two or more surviving parties, their respective ownerships during lifetime are in proportion to their previous ownership interests under Section 5301 of the California Probate Code, augmented by an equal share for each survivor of any interest the decedent may have owned in the account immediately before the decedent's death, and the right of survivorship continues between the surviving parties. On the death of the sole trustee or the survivor of two or more trustees, (a) any sums remaining on deposit belong to the person or persons named as beneficiaries, if surviving, or the survivor of them if one or more die before the trustee, unless there is clear and convincing evidence of a different intent; (b) if two or more beneficiaries survive, any sums remaining on deposit belong to them in equal and undivided shares unless the terms of the account or deposit agreement expressly provide for different shares; and (c) if two or more beneficiaries survive, there is no right of survivorship in event of death of any beneficiary thereafter unless the terms of the account or deposit agreement expressly provide for survivorship between them. When the last trustee dies, the balance in the account is paid to the named beneficiary. If the beneficiary dies before the last trustee, and we have received written notification that the beneficiary has a vested interest in the trust account, then upon the death of the last trustee, the proceeds will be paid to the heirs, executors or administrators of the deceased beneficiary.

Pay-on-Death Accounts: This type of account passes to the designated beneficiaries on the death of an owner (or all of the owners if this is a joint account). During their lifetime, the owner(s) may exercise full control over the account and may make deposits to and withdrawals from the account. Upon the death of the last surviving owner, the account funds pass to the surviving beneficiaries. If there is more than one surviving beneficiary, each will receive an equal share of the funds, unless we have been instructed otherwise by the owner(s) in writing. The owner(s) may change beneficiaries during their lifetimes by updating our account documentation. Owners should keep us informed about each beneficiary's address.

Adjustments: We may make adjustments to your account from time to time. This may be due, for example, to the return of a check you deposited which was unpaid or if a deposit is posted in the wrong amount. We may elect, at our discretion, not to make an adjustment to your account to correct an error which you or a third party (e.g., another financial institution) caused.

Amendments: We reserve the right to change the terms or conditions of any account without prior notice, except as required by law and except as provided in writing at the time an account is opened. Any changes will take effect immediately, unless stated otherwise in any notice we send you. Our notice may provide you with the option to reject the change, in which case you will be deemed to have agreed to the change pursuant to the procedures set out in the notice or – if there are none specified – by any failure to terminate the account or affirmatively reject the change within 10 days of the effective date of the change. If we give you the option to reject a change, and you choose to do so, we may close your account without liability to you. Our notice may not provide you with the option to reject the change, in which case you will be deemed to have accepted without further action or consent, on your part. A change may include a change to existing account terms, a change that involves new account terms, and a change that involves the addition of new terms or conditions not otherwise contemplated by you or us at the time you receive this Agreement.

Appointment of an Agent (Power of Attorney): Any owner may appoint an attorney-in-fact for an account and may revoke a power of attorney. You should notify us in advance if you plan to create a power of attorney involving your account. Upon request, we may provide you with a power of attorney form for that purpose. We generally will accept a Uniform Statutory Form Power of Attorney that complies with state law. We may refuse to accept other forms of powers of attorney, however, with or without cause. We may act on the instructions of an attorney-in-fact whether or not the attorney-in-fact relationship is noted in the instruction (e.g., on any check signed by the attorney-in-fact). You can revoke your power of attorney by sending a written notice to us at your branch of account. We assume no duty to monitor the actions of your attorney-in-fact to ensure that (s)he acts for your benefit.

Authorized Signers: The number of required signatures for an account is noted on the account signature card. If there is no number noted on the signature card, then any one of the authorized signers may sign checks or withdrawal orders and give us instructions regarding the account. However, if there is a conflict, the Bank reserves the right to require all authorized signers to sign a check or withdrawal order.

Even if the authorized signers on an account change, we may continue to honor checks, withdrawal orders and other instructions by authorized signers until we are notified in writing not to do so.

Joint accounts include accounts held as joint tenancy, tenancy in common or as community property. A joint account holder authorizes the other account holder(s) to endorse items in that person's name and to cash the items or deposit them into the joint account. Each account holder may, without notice to the other account holders, transfer or withdraw the funds on deposit, close the account, and in the case of checking accounts, write checks against the account or request stop-payments transfer or withdraw the funds on deposit at any time, subject to the limitations set forth in the preceding paragraphs. Each account holder agrees to be jointly and severally liable for items and overdrafts created by any one of the joint account holders.

Business and Other Non-personal Accounts: The provisions in this Electronic Fund Transfers section dealing with "Our Liability for Failing to Make Transfers," "Your Liability for Unauthorized Electronic Fund Transfers," and "In Case of Errors or Questions About Your Electronic Fund Transfers" (and related provisions on the back of periodic statements) do not apply to business or other non-personal accounts. You should notify us immediately if you discover any unauthorized transactions or errors involving your Card or account. You must send us a written notice of the problem within a reasonable time, not to exceed 14 days from the date of discovery or your receipt of the first statement or notice reflecting the problem, whichever occurs first.

You are liable for all unauthorized transactions made with your Debit Card or the PIN associated with your Card that occur prior to the time you notify us to cancel your Card, that an unauthorized transaction has taken place, or that your Card or PIN has been lost or stolen. There is one exception to this liability: [Unless you are grossly negligent or fraudulent in the handling of your Debit Card or account, you will not be liable for unauthorized signature-based Debit Card transactions processed through the Visa network.] If your account is in good standing, you have exercised reasonable care in safeguarding your card from any unauthorized use, and you have not reported two or more unauthorized events in the past 12 months, you may not be liable for unauthorized signature-based activity under MasterCard's rules for small businesses.] It is important that you review your statements closely, however. If you fail to notify us of unauthorized transactions within 60 days of the date of the first statement showing unauthorized activity, you will be liable for unauthorized transactions that occur after the 60-day period. Debit Card transactions are not considered unauthorized if they are made by a business co-owner or any other person with an interest in or authority to transact business on your account, even if the person exceeds any authority given by you.

Cash Transactions: Pursuant to federal law and regulations, we are required to report large domestic transactions in cash or coin on FinCEN Form 104, which is filed with the U.S. Treasury Department, and large transactions which involve transporting, mailing or shipping currency or other monetary instruments from or into the United States on FinCEN Form 105, which is filed with U.S. Customs.

Cashier's Checks: You do not automatically have the right to stop payment on cashier's checks you purchase from us. In the event that a cashier's check is lost, stolen or destroyed, please contact us for the procedures to follow to obtain reimbursement or have the cashier's check reissued. In general, you will have to complete a Declaration of Loss form, describing the cashier's check and how it came to be lost, stolen or destroyed, and sign the Declaration of Loss under penalty of perjury. We must then wait 90 days from the date the check was issued before we can pay your claim. If 90 days has already passed, then we will act on your claim within a reasonable time. If the check is presented during the 90-day waiting period, we may pay the item to a person entitled to enforce the check. If this happens, we will not pay your claim.

Change of Address: You agree to notify us in writing, by telephone, by e-mail, or in person in the event you change your address.

Check Imaging: You will receive copies of the fronts of your checks each month with your monthly statement instead of cancelled checks. Copies of the fronts of your checks will be printed on paper the same size as your statement.

Check Printing: If you arrange for the printing of your own checks, the form, encoding and format of the checks must follow our check specification requirements and be approved by us in advance. You agree not to print special limitations on checks, withdrawal orders or other items drawn on your account, such as "void over \$100.00" or "paid in full" or "void after 90 days." If you do print any special limitations, you agree that we are not bound by such limitations and you authorize us to pay such items without regard to the limitation(s).

Check Safekeeping: You do not receive your canceled checks. Instead, we store copies of canceled checks (usually on microfilm or digital image) and destroy the checks. Copies of the checks are available for seven years from the date the checks are paid.

Checks Legends Conditioning Payment: You agree not to directly or indirectly present any checks or other items bearing restrictive notations such as "Void after 90 days," or "Void if over \$500." You agree that if you directly or indirectly present such checks or other items, we will not be bound by the restrictive language and may pay checks or other items without regard for restrictions contained therein. In no event will we be liable for our refusal to honor said restrictions (whether or not we had previously honored or dishonored similar restrictions). You further agree to indemnify us and hold us harmless for any claims or losses arising out of our refusal to honor said restrictions.

Closing or Suspending Accounts: Any authorized signer(s) may close your account at any time, with or without cause. We are not required to provide notice of such closure to the other authorized signers on the account. We may automatically close your account if the account balance is zero. At our discretion we may require the signatures of all account holders and/or authorized signers before permitting the withdrawal of funds or the closing or suspension of an account. We may return checks or other items, marked "Refer to Maker" (or similar language), in the event there is a dispute over the ownership or control of an account. However, we may, without liability to you, continue to honor checks and other instructions given to us by the individuals who appear as authorized signers according to our records.

We may also interplead account funds in the event of a dispute over the authority to control the proceeds of account. This right is in addition to any statutory rights to interpleader under California Code of Civil Procedure Section 386. Accordingly, you authorize interpleader even when, for example, one of the claimants does not have an interest in the account and the "adverse claim" procedures of the California Financial Code Section 952, 1650, or 6661 might apply. You agree that our decision to interplead account funds subject to dispute will not subject us to liability to you for damages resulting from our decision to interplead (including attorney's fees and costs), regardless of whether the interpleader action is successful in placing the account funds within control of a court of competent jurisdiction.

We may terminate your account relationship with us at any time, with or without cause, by giving oral, electronic or written notice to any of you. If the funds are not withdrawn, we may send a check for the collected account balance to any of you at the last address we have on file for the account. Thereafter, the funds will stop earning interest (even if the check is returned or remains uncashed for any reason).

We may dishonor any check, withdrawal order, item or transaction presented for payment after an account is closed. At our sole discretion, we may honor checks, items and orders presented or occurring after an account is closed if the transaction is guaranteed by us to third parties (e.g., under a check guarantee or as part of an electronic fund transfer arrangement) or you fail to give us a timely stop payment order for any outstanding checks. You shall remain responsible and liable for such checks, items and transactions, which may be treated as overdrafts.

If an interest-bearing account is closed for any reason before accrued interest is actually paid, interest may not be paid for the last interest period.

Combined Balances: Upon your request, some personal and business checking accounts can be designated as your primary checking account and linked to other Bank savings, money market and/or certificate of deposit accounts. We use the average ledger balance in your primary checking and the linked accounts to calculate a combined balance for each statement period for your primary checking account. We will not charge the monthly maintenance fee on your primary checking account for each statement period in which the combined balance meets or exceeds the required level for the primary checking account. The Truth-In-Savings section of this brochure describes the required combined balance level for each account to which the service applies. If you request combined balances, we will report all linked savings and/or certificate of deposit accounts on the statement for your primary checking account.

The following restrictions apply regarding account ownership and the types of accounts that may be linked for combined balances: Bank savings, money market and certificate of deposit accounts may only be linked to one primary checking account at a time. Other checking accounts may not be linked to the primary checking account. The owner on the primary checking account must be an owner on the linked accounts. For accounts with more than one owner, at least one of the owners on the primary checking account must be an owner on the linked account. Personal accounts and business accounts cannot be linked to each other. The combined balances option does not apply to checking accounts on account analysis.

Consumer Reports: You have a right under the Fair Credit Reporting Act to know the information contained in your credit file at ChexSystems. If we decline to open an account or otherwise provide deposit services, the Bank is required to supply you with a completed Adverse Action Notice indicating the decision was based in part on information provided in a consumer report and includes the reasons why the account or deposit services were declined. You have a right to a free copy of your report from the Reporting Agency, if you request it no later than 60 days after you receive notice of a declined account or service. In addition, if you find that any information contained in a report received by you is inaccurate or incomplete, you have the right to dispute the matter with the Reporting Agency. The Reporting Agency's full name, address and phone number can be found at www.consumerdebit.com.

ChexSystems
Attn: Consumer Relations
7805 Hudson Road, Suite 100
Woodbury, MN 55125

Accounts not maintained in a satisfactory manner at the Bank are subject to closure by the Bank and may be reported to ChexSystems.

New accounts are subject to verification through, and may be declined based in whole or in part on information obtained in a report from the Reporting Agency.

Death or Incompetency: You agree to immediately notify us regarding the death or court-declared incompetence of any owner, authorized signer, or designated beneficiary on your account. Until we receive such notice, in writing, we may continue to honor items drawn on your account by the authorized signer(s). We may disregard any notice of incompetence unless the person in question has been declared incompetent by a court of appropriate jurisdiction and we receive written notice and instructions from the court regarding the account. We may also freeze, offset, refuse and/or reverse deposits and transactions (e.g., governmental or retirement benefit payments payable to the deceased) if an owner dies or is adjudicated incompetent. If we are obligated to return funds removed from the account following the death or incompetence of any owner, the other owners agree to reimburse us for the amount. Refer to the discussion below regarding the treatment of "Direct Deposits."

Demand Drafts and Remotely Created Checks: If you provide your account number and our routing number to a third party in order to charge your account by means of one or more remotely created checks or demand drafts (i.e., items which do not bear your actual signature, but purport to be drawn with your authorization), you authorize us to pay such items, even though they do not contain your signature and may exceed the amount you authorized to be charged. This provision shall not obligate us to honor such items. We may refuse to honor such items without cause or prior notice, even if we have honored similar items previously.

You may not deposit remotely created checks or demand drafts to an account with us without our prior, express written consent. You agree to indemnify, defend and hold us harmless from every loss, expense and liability related to a claim that such items were not authorized (e.g., as to their amount and payee) by the persons on whose accounts the items were drawn.

Deposits to Accounts: We may accept deposits to your account from any source and need not question the authority of the person to make the deposit. We reserve the right to decline any deposit. All deposits are subject to later verification, adjustment and collection by us. Deposit receipts do not necessarily indicate the correct balance in the account or the amount being deposited. You authorize us to supply any missing endorsements.

You warrant that all endorsements on items deposited to your account are genuine. In the event you fail to endorse an item deposited to your account, you agree that we may supply your missing endorsement. You agree to reimburse us for any loss, cost or expense we incur as a result of your failure to endorse an item exactly as drawn. If we receive notice that one or more endorsements on a check or other item deposited into your account is forged, we may freeze the amount or charge back the amount of the item to your account, without prior notice to you, even though you have already used the funds.

We reserve the right to refuse items which bear more than one endorsement or the endorsements of individuals who are not known to us. If you wish to deposit or cash an item which has been previously endorsed by one or more individuals, we reserve the right to require all endorsers to be present before we accept the item or that their endorsements be guaranteed by their financial institutions.

Any credit to an account is subject to final verification, payment and adjustment by us. We are obligated only to use ordinary care in collecting items on your behalf. We shall not be liable for the negligence of other banks in the collection of checks and other items. If we give provisional credit for an item, we reserve the right to charge back the amount of the item if we do not receive final payment.

Direct Deposit Service: With this service, we electronically deposit periodic payments (such as salary, pension, Social Security benefits or other regular income) into your checking, savings or money market account. Contact your payroll department to determine if direct deposit service is available through your employer. For direct deposit of pensions and other regular monthly income, enroll with the payor.

Direct Deposit: If, in connection with a direct deposit plan, we deposit any amount in your account which should have been returned to the State or Federal Government for any reason, you authorize us to deduct the amount of our liability to the State or Federal Government from your account or from any other account you have with us without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of your liability.

Dispute Resolution and Arbitration: This Dispute Resolution and Arbitration provision (the "Provision") facilitates the prompt and efficient resolution of any disputes that may arise between you and the Bank. Arbitration is a form of private dispute resolution in which persons with a dispute waive their rights to file a lawsuit, to proceed in court and to a jury trial, and instead submit their disputes to a neutral third person (or arbitrator) for a binding decision. You have the right to opt-out of this Provision (as explained below), which means you would retain your right to litigate your disputes in a court, either before a judge or jury.

PLEASE READ THIS PROVISION CAREFULLY. IT PROVIDES THAT ALL DISPUTES BETWEEN YOU AND THE BANK SHALL BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT. IN THE ABSENCE OF THIS ARBITRATION AGREEMENT, YOU MAY OTHERWISE HAVE A RIGHT OR OPPORTUNITY TO BRING CLAIMS IN A COURT, BEFORE A JUDGE OR JURY, AND/OR TO PARTICIPATE IN OR BE REPRESENTED IN A CASE FILED IN COURT BY OTHERS (INCLUDING, BUT NOT LIMITED TO, CLASS ACTIONS). EXCEPT AS OTHERWISE PROVIDED, ENTERING INTO THIS AGREEMENT CONSTITUTES A WAIVER OF YOUR RIGHT TO LITIGATE CLAIMS AND ALL OPPORTUNITY TO BE HEARD BY A JUDGE OR JURY. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. THE ARBITRATOR MUST FOLLOW THIS AGREEMENT AND CAN AWARD THE SAME DAMAGES AND RELIEF AS A COURT (INCLUDING ATTORNEYS' FEES).

For purposes of this Provision, "you" and the "Bank" include the employees, officers, directors, parents, subsidiaries, affiliates, beneficiaries, agents, heirs, and assigns of you and the Bank. For purposes of this Provision, a "Claim" means any claim, dispute, or controversy between you and the Bank arising out of or relating in any way to the Agreement, this Provision (including claims regarding the applicability, enforceability, or validity of this Provision), the services provided to you by the Bank, and regarding any aspect of the relationship between you and the Bank. "Claim" also refers to any interaction or communication between you and the Bank that occurred prior to or concurrent with entering into this Agreement, including those now in existence, regardless of present knowledge. "Claim" shall refer to Claims of every kind and nature, including, but not limited to, initial claims, counterclaims, cross-claims and

third-party claims. All Claims are subject to arbitration, regardless of legal theory and remedy sought, including, but not limited to, Claims based on contract, tort (including negligence, intentional tort, fraud, and fraudulent inducement), agency, statutory law (federal and state), administrative regulations, or any other source of law (including equity).

WE EACH AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY AND ALL CLAIMS, AS DEFINED ABOVE, WHETHER PRESENTLY IN EXISTENCE OR BASED ON ACTS OR OMISSIONS IN THE PAST OR IN THE FUTURE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION RATHER THAN IN COURT IN ACCORDANCE WITH THIS PROVISION.

Pre-Filing Claim Resolution: For all Claims, whether pursued in court or arbitration, you must first give the Bank an opportunity to resolve your Claim. You must commence this process by either bringing written notification into a local branch, or mailing written notification to Rabobank, Compliance Department, 915 Highland Pointe Drive, Suite 350, Roseville, CA, 95678. That written notification must include the following: (1) your name, (2) your address, (3) a written description of your Claim, and (4) a description of the specific relief you seek. We each agree to negotiate with each other in good faith about your Claim. If we do not resolve the Claim within 90 days after we receive the written notification, you may pursue your Claim in arbitration. You may pursue your Claim in a court only under the circumstances described below.

Exclusions from Arbitration: Notwithstanding the above, YOU MAY CHOOSE TO PURSUE YOUR CLAIM IN COURT AND NOT BY ARBITRATION if: (a) your Claim qualifies, you may initiate proceedings in small claims court; or (b) YOU OPT OUT OF THESE ARBITRATION PROCEDURES WITHIN 30 DAYS FROM THE DATE YOUR ACCOUNT IS OPENED (the "Opt Out Deadline"). You may opt out of this Provision by bringing written notification into a local branch, or mailing written notification to Rabobank, Arbitration Opt Out, P.O. Box 6002, Arroyo Grande, CA, 93421. Your written notification must include the following: (1) your name, (2) your address, (3) a clear statement that you do not wish to resolve Claims with the Bank through arbitration. Your decision to opt out of this Provision will have no adverse effect on your relationship with the Bank. **Any opt-out request received after the Opt Out Deadline will not be valid and you must pursue your Claim in arbitration or small claims court.**

Initiation of Arbitration: If this Provision applies or you choose arbitration to resolve your Claim, then either you or the Bank may start arbitration proceedings. Before initiating arbitration, you must mail a letter requesting arbitration and describing your Claim to Rabobank, Compliance Department, 915 Highland Pointe Drive, Suite 350, Roseville, CA, 95678 (letters may also be brought into a local branch). The American Arbitration Association ("AAA"), www.adr.org, will arbitrate all Claims, and the arbitration will be conducted before a single arbitrator. All issues shall be for the arbitrator to decide, including the scope of this Provision.

Arbitration Procedures: Because the Agreement and the Bank's services concern interstate commerce, the Federal Arbitration Act ("FAA") governs the ability to arbitrate all Claims. However, the arbitrator will apply applicable substantive law, including but not limited to the applicable Uniform Commercial Code, consistent with the FAA and the applicable statute of limitations or condition precedent to suit, and will honor claims of privilege recognized at law. For Claims of less than \$75,000, the AAA's Supplementary Procedures for Consumer-Related Disputes will apply; for Claims of over \$75,000, the AAA's Commercial Arbitration Rules will apply. In either instance, the AAA's Optional Rules For Emergency Measures Of Protection shall apply. The AAA rules are available at www.adr.org or by calling 1-800-778-7879. This Provision governs in the event it conflicts with the applicable AAA rules.

The arbitrator may award on an individual basis any relief that would be available from a court, including injunctive relief or declaratory relief and attorney's fees, and will not have the power to award relief to, against or for the benefit of any person who is not a party to the proceeding. The arbitrator's authority is limited solely to the Dispute(s) between you and the Bank alone.

If you attempt to resolve your Claim with the Bank as provided above ("Pre-Filing Claims Resolution") and your Claim is not resolved within 90 days after the Bank receives your claim description, regardless of who demands arbitration, the Bank will pay all expenses of arbitration, including the filing, administrative hearing and arbitrator's fees (collectively, the "Arbitration Fees"). If, however, the arbitrator finds that either the substance of your Claim or the relief sought in the demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse the Bank for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. In addition, if you initiate an arbitration in which you seek more than \$75,000 in damages, the payment of the Arbitration Fees will not automatically be paid for by the Bank and will be governed by the AAA rules. All other fees and costs will be allocated in keeping with the rules of the arbitration administrator and applicable law.

The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. Such award will be final and binding on the parties, except for any right of appeal provided by the FAA, and may be entered in any court having jurisdiction over the parties for purposes of enforcement.

If the arbitrator finds that you are the prevailing party in the arbitration, you will be entitled to a recovery of reasonable attorneys' fees and costs. Except for Claims determined to be frivolous, the Bank agrees not to seek an award of attorneys' fees in arbitration even if an award is otherwise available under applicable law.

All arbitration proceedings, including any testimony or documents presented in the arbitration, shall be deemed confidential and all parties including the arbitration administrator shall be directed to maintain the confidentiality of all the information presented, including all decisions and/or judgments by the arbitrator which include any findings and award settlements. If the parties reach a settlement agreement, the amount of settlement shall also remain confidential.

Location of Arbitration: The arbitration will take place at a location within the federal judicial district that includes your billing address at the time the arbitration is commenced.

Class Action Waiver: Except as otherwise provided in this Agreement, neither you nor the Bank will be able to bring a class action or other representative action in court, nor will you be able to bring any Claim in arbitration as a class action or other representative action. If you or the Bank elect to arbitrate a Claim, the arbitration will be conducted as an individual action and the arbitrator shall have no authority to proceed

with any arbitration on a class or representative basis. The arbitration may not be consolidated with any other arbitration proceeding. You and the Bank do not agree to any arbitration on any basis to which any party other than you and the Bank, the related parties enumerated above such as heirs, successors or assigns, or any other person obligated on the Account, is involved. If a court or arbitrator determines in an action between you and the Bank that this waiver is unenforceable, this Provision will be void as to you. If you choose to pursue your Claim in court by opting out of the arbitration provision as specified above, this Class Action Waiver provision will not apply to you. Neither you, nor any other customer, can be a class representative, class member, or otherwise participate in a class, consolidated, or representative proceeding without having complied with the opt-out requirements above.

Jury Waiver: You understand and agree that by entering into this Agreement you and the Bank are each waiving the right to a jury trial or a trial before a judge in a public court. In the absence of this arbitration agreement, you and the Bank might otherwise have had a right or opportunity to bring Claims in a court, before a judge or jury, and/or to participate or be represented in a case filed in court by others (including class actions). Except as otherwise provided below, those rights are waived. Other rights that you would have if you went to court, such as the right to appeal and to certain types of discovery, may be more limited or may also be waived.

Severability: If any clause within this Provision (other than the Class Action Waiver) is found to be illegal or unenforceable, that clause will be severed from this Provision, and the remainder of this Provision will be given full force and effect. If the Class Action Waiver is found to be illegal or unenforceable, this entire Provision will be unenforceable, and the Claim will be decided by a court.

Continuation: This Provision shall survive termination of your Account as well as voluntary payment of any outstanding indebtedness in full by you, or any bankruptcy by you. If we assign your Account to any unaffiliated third party, this Provision will apply to any Claim between you and that third party if you or that third party chooses arbitration, or to any Claim between you and the Bank which occurred prior to such assignment or arises from such assignment.

Dormant Accounts: Checking accounts with no deposit or withdrawal transactions for 24 consecutive months, and interest-bearing accounts with no deposit or withdrawal activity for 24 consecutive months, are considered inactive unless you contact us within that period. A time deposit is classified as dormant if you do not withdraw the deposit after it matures or, if it is automatically renewable, you do not contact us regarding the deposit for a substantial period of time. We will try to contact you before we classify the account as dormant. We may hold all statements on your account if we cannot contact you. The account will continue to be assessed the normal service charges (e.g., monthly maintenance fees, etc.) while it is in dormant status.

We will remit the funds in the inactive account to the State of California (less a charge for mailing a Notice of Escheat to you) at the end of three years. You may reclaim any funds we have remitted by contacting the State Controller's Office in Sacramento and producing evidence of ownership.

Early Withdrawal Penalties: If we permit you to withdraw all or part of your time deposit account before maturity, you may be required to pay an early withdrawal penalty. The early withdrawal penalty will depend upon the original term of the deposit. The application of these penalties can result in a reduction of the principal amount.

Refer to the applicable Truth In Savings disclosure for Early Withdrawal Penalty details.

Electronic Funds Transfers: Credit given by us to you with respect to an automated clearing house credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry will not be deemed to have paid you the amount of such entry.

Under the operating rules of the National Automated Clearing House Association which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item, and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

Federal Deposit Insurance: Deposits are insured by the Federal Deposit Insurance Corporation in the same account name up to \$250,000.00. Certain retirement accounts held on deposit with us may be separately covered up to \$250,000.00. The FDIC is a corporation organized by the government to insure deposits. For further information regarding insurance of accounts, you may write to the FDIC at 550 17th Street, N.W., Washington, D.C. 20429, telephone the FDIC's toll-free consumer hotline at 877-275-3342, or visit its website at www.fdic.gov.

Fictitious Business Name Accounts: If the name in which the account is held is fictitious, each account holder represents that one or more of the account holders have the right to use that name and have fulfilled all legal requirements for using and/or doing business under that name.

Governing Law: Except as provided by conflicting federal law or regulation, accounts will be governed by the laws of the State of California.

Headings/Terms: The headings in this Agreement are for convenience only and are not part of these rules.

In this Agreement, the words "we", "us", "our", "Rabobank" and "Bank" refer to Rabobank, N.A. The words "you" and "your" refer to the account holder(s).

Identification: To open an account at the Bank, you may need two current forms of acceptable identification. With limited exceptions, the Bank requires an appropriate social security number or taxpayer's identification number. Deposit accounts for fiduciaries, partnerships, corporations and fictitious business names may also need to provide the Bank with valid documentation of trust agreements, court orders, partnership agreements, certificates of limited partnership, articles of incorporation and filed fictitious business name statement, in addition to any other documents deemed necessary by the Bank.

Interest on Deposited Funds: For deposits of checks or other items drawn on other financial institutions, if the account is interest-bearing, interest shall begin accruing no later than the date on which we receive provisional credit for the check or item, even though a hold may be placed on funds deposited by check. For deposits of cash or checks drawn on us, interest shall begin accruing on the date of such deposit.

Internet Gambling: Federal law prohibits you from using your Rabobank business account to perform any transaction involved in unlawful Internet gambling. If the Bank discovers that any such transactions occur with your account, we will take remedial action, up to and including closing the account.

Legal Process: If we are served with any legal process relating to your account (for example, subpoena, restraining order, writ, etc.), we must comply. We will attempt to notify you of such action by telephone or in writing at the last address or telephone number we have in our records for you unless we are prohibited by law or court order from doing so. If we receive a legal process that affects your account, we will charge a processing fee to your account.

Any garnishment or levy against your action is subject to our right of setoff against the account. In the event a garnishment or levy reduces the account balance to a level insufficient to pay items presented for payment against the account, we are not liable for dishonoring the items.

Lost Items and Delayed Returns: We act only as a collection agent for you when we receive a check for deposit or which we cash for you. If that check or other item is lost, stolen or destroyed in the process of collection, we may reverse the credit for any deposit or charge your account for the cashed check or item.

You are responsible for the condition of a check or item when you issue it, or present it for deposit to your account. If a check or item is returned or payment is delayed as a result of any writing or marking that you or a third party placed on the front or back of the check or item, you will be responsible for any costs or liabilities incurred as a result.

Monitoring and Recording Telephone Calls: We may, but are not obligated to, record electronically any telephone calls relating to transactions involving your account, and may keep these recordings for as long as we wish. You must obtain the consent of any of your authorized agents to such recording. You agree that these recordings, and any other messages (including telecopier or facsimile messages) received by us, will be treated as writings signed by the account holder, and will control in the event of any difference with your records.

Notices Regarding an Account: We may send statements and notices to any party to an account by mailing, e-mailing, or delivering a notice to the last address we have on file for the account. Notice to any account holder or authorized representative shall be deemed to be notice to all account holders.

If we hold statements or notices relating to the account at your request, or because you fail to give us a current address for the account, the notices are deemed delivered to you upon their receipt or preparation by the office of account. Any notice or statement returned to us as undeliverable shall be deemed delivered to you as of the date it is deposited by us in the mail.

You must mail, or deliver during normal banking hours, all notices that are requested by this Agreement or by law to us at the office that holds your account and any other address we specify. If you have multiple accounts or services, you may have to send notices to more than one office address. We may not receive a notice sent to the wrong address or it may be delayed.

Other Agreements: You may have another agreement with us which, by its terms, supersedes this Agreement in whole or in part. For example, if you are a business customer, certain provisions of your other agreements (such as an account analysis agreement or night depository agreement) may supersede some of the terms of this Agreement, to the extent that they are inconsistent. If you are a consumer, your accounts may also be governed in part by one or more electronic fund transfer agreements.

Overdrafts: The following applies to all consumer accounts: If there are insufficient funds available in your account to pay a check or other transactions made using your checking account or automatic bill payments, it may be returned unpaid. However, we may at our sole discretion, create an overdraft by paying the item mentioned above.

We do not authorize and pay overdrafts on ATM transactions and everyday debit card transactions unless you authorize us to do so. We pay overdrafts at our discretion, which means we do not guarantee that we will always be able to authorize and pay any type of transaction. If we do not authorize and pay an overdraft, your transaction will be declined. The categories of transactions for which an overdraft fee may be imposed on all consumer accounts are those by any of the following means: ATM withdrawal or everyday debit card transaction if you authorize us to do so, check, in-person withdrawal and by other electronic means. You may also consider applying to us for overdraft protection, if available. Ask us for more details regarding overdraft protection.

The following applies to all non-customer accounts: If there are insufficient funds available in your account to pay a check or transaction, it may be returned unpaid. However, we may, at our sole discretion, create an overdraft by paying the check or item or by permitting the transaction. In either case, there will be a service charge for each item or transaction. The categories of transactions for which an overdraft fee may be imposed are those by any of the following means: check, in-person withdrawal, ATM withdrawal, or other electronic means. You may also consider applying to us for overdraft protection, if available. Ask us for more details regarding overdraft protection.

For consumer and non-consumer accounts you agree to pay us the amount of any overdraft immediately, without notice or demand from us. Each account holder is jointly and severally responsible for paying any overdraft amounts created by any authorized signer(s) or party to the account, regardless of whether an account holder signed the check or received any benefit from the check. We are not obligated to continue paying items which create an overdraft even if we have done so in the past and we may refuse to do so in the future without any notice to you.

Payment of Photocopies: Checks and other items are sometimes lost during processing or while in transit to us. You agree that we may charge photocopies of items to your account without your prior approval if they appear to be drawn on your account and are accompanied by an indemnity from another financial institution at least equal to the value of the items. We shall not be liable to you if the original items are thereafter presented and paid against your account.

Payment Order of Items: To assist you in handling your account with us, we are providing you with the following information regarding how we process the items that you write. When processing items drawn on your account, our policy for the posting order for debit transactions is: (1) bank fees in low-to-high dollar amount order; (2) cash withdrawals or the equivalent (such as wire transfers, money orders) in low-to-high dollar amount order; (3) debit card transactions with date/time information in chronological order; (4) debit card transactions without date/time information in low-to-high order; (5) preauthorized ACH transactions in chronological order; (6) checks or

rechecks in ascending check number order, if available, otherwise low-to-high dollar amount order. If an item is presented without sufficient funds in your account to pay it, we may at our discretion, pay the item (creating an overdraft) or return the item (NSF). The amount of overdraft and NSF fees are disclosed elsewhere. We encourage you to make careful records and practice good account management. This will help you to avoid writing checks or drafts without sufficient funds and incurring the resulting fees.

Reliasing Account Information: Please see the Bank's brochure entitled "What Does Rabobank, N.A. Do With Your Personal Information."

Restrictions on Use: Any messages or instructions transmitted by you [over Internet or] over any [other] electronic communications systems will not bind the Bank, and the Bank will be under no obligation to respond to or act upon the same. You will bear the risk of any losses that may result from you having chosen the particular telecommunications system you chose, including any losses that result from breach of security or from the Bank's not responding or acting on the message. If the Bank in its sole discretion chooses to respond or act upon a message or instruction received in this manner, then the following applies:

- If the message or instruction is authentic or validated by you, then you will be bound by the message or instruction;
- The Bank will not be deemed to have received the message or instruction until it has had a reasonable time to act on the message or instruction;
- The Bank will not be bound to act on or accept any future message or instruction;
- The Bank may use an account number even if the account number identifies a beneficiary different from the beneficiary named by you; and
- You agree to indemnify the Bank and hold it harmless against any losses, damages or other expenses (including attorney's fees and expenses) arising out of the Bank's actions or inactions in response to your message or instruction.

If you have an agreement (other than this Agreement) with the Bank governing electronic or other messages or instructions, then the terms and conditions of that agreement will control instead of the foregoing.

Returned Items: If a check or other item (or image of a check or other item) that we cash for you or which you deposit to your account is returned to us as unpaid for any reason, we may charge your account for the amount of the check or other item plus a handling fee. This may include, among other circumstances, checks that are returned because the maker of the check had insufficient funds in its account and checks that were paid originally and later are returned to us accompanied by an affidavit which states that the endorsement is forged or unauthorized or that the item has been altered in any way. We may charge your account for the amount without questioning the truth of such an affidavit.

If any check or other item deposited in your account is returned to us through the Federal Reserve, a Clearing House or one of the other normal check return channels, we may accept that return and charge the check or other item back against your account without regard to whether the institution on which the check or other item is drawn returned the check before its midnight deadline.

We may, at our option, notify you by telephone if an item has been returned unpaid. If you authorize us to redeposit the item on your behalf, you waive any right to receive a written notice of the returned item and you authorize us to charge back the item to your account if it is returned unpaid again for any reason.

Right of Setoff: The law provides that we may, but are not obligated to, take funds on deposit in your account to satisfy a debt you owe us which is not paid when due. This is called the right of setoff. If we exercise this right of setoff, we shall comply with all applicable laws and regulations and we will notify you promptly of the action taken. To the fullest extent permitted by law, all sums in a deposit account are subject to our right of setoff for liabilities owed to us by any or all of the account holders, including any other person who is a joint account holder; or partnership of which you are a general partner; or any other person or entity with whom you are a co-obligor, or have agreed to act as surety or guarantor, or for whose debts you are liable or may be contingently liable.

If we exercise our right of setoff against an account that is subject to an early withdrawal penalty, the account will be assessed the applicable early withdrawal penalty.

Savings/Checking Overdraft Protection: This service is available to help you avoid occasional returned checks or overdrafts by linking your savings account, checking account, or line of credit to your primary checking account. The owner(s) of the linked account(s) must be the same. If the accounts are owned by more than one person, then at least one person must be an owner on all the accounts.

When checks or other debts exceed the available balance in your primary checking account, we will automatically transfer funds from the available balance in your linked account(s). We will transfer the total amount needed to cover as many items as possible that posted to your primary checking account, up to the available balance in your linked account(s). If you have more than one account linked to your primary account, then your linked deposit account will be drawn on first. If there is not sufficient funds available in your linked deposit account to cover all the debits to your primary checking account, then we will draw on your line of credit.

The available balance in your linked account will not be used in the approval process for ATM, Point of Sale or other electronic or online transactions on your primary checking account.

For each transfer, we will charge a Savings/Checking Overdraft Transfer Fee to your primary checking account. If you do not have enough funds available in your linked account for the transfer *and* fee, the overdraft transfer will not take place.

Funds you deposit into your linked account may not be available immediately for use as overdraft protection. Please refer to the YOUR ABILITY TO WITHDRAW FUNDS section in this Understanding Your Deposit Account Agreement and Disclosures.

Each savings overdraft transfer counts as one of the six limited transactions you are allowed each month from your savings account. Savings overdraft transfers will not occur if the transfer will cause your savings account to exceed the six limited transactions allowed. This limit may be reduced if you have funds withdrawn by check, draft or similar order to third parties.

If, due to your regular monthly service charge, your primary checking account becomes overdrawn on the date that your primary checking account statement cycle cuts off, the overdraft transfer will not take place. Daily overdraft charges and/or various

interest credits to your primary checking account will not be included in the overdraft transfer calculation process.

Savings and checking accounts used for overdraft protection may not be linked to more than one primary checking account.

Accounts that require two (2) signatures or other signing restrictions are not eligible for Savings/Checking Overdraft protection.

Primary checking accounts can be linked to up to two Overdraft Protection products or services.

Severability: If any of the provisions of this Agreement are determined to be void or unenforceable, the remainder of this Agreement shall remain in full force and effect.

Stale-dated Checks: Upon presentation of an item for payment more than 6 months after its date, you agree that we may, in our sole discretion and without notice or inquiry to you, charge your account for the item; provided, however, we are not obligated to do so. You agree that our obligation of good faith does not require us to make any inquiry of you or require us to give you notice prior to the payment of an item more than 6 months after its date. Our payment of the item will be in good faith absent written notice from you in the form of a stop payment order. If you want to ensure that we do not pay a stale-dated item, you should place a stop payment order on the item.

If a stop payment order has expired and the stale-dated item is subsequently presented for payment, we may pay the item without liability to us.

Statements: With certain exceptions, we provide account holders with statements listing their account transactions. You agree to examine your statements as soon as you receive them. You assume full responsibility for monitoring and reviewing the activity of your account and the work of your employees, agents and accountants.

You agree to notify us immediately if you think there is an error or an unauthorized transaction shown on your statement. Unless you notify us promptly, we will assume the statement is correct. If we send you a statement or item which contains or discloses an unauthorized signature or an alteration, you must notify us promptly of that fact, but no later than 60 days (for consumer accounts) or 30 days (for non-consumer accounts) after we mail or deliver the item or statement to you. If you do not, we may refuse to reimburse you for subsequent unauthorized transactions by the same wrongdoer(s).

If you claim a credit or refund because of a forgery, alteration or any other unauthorized withdrawal, you agree to provide us with an affidavit containing whatever reasonable information we require concerning your account, the transaction and the circumstances surrounding your claim. You also agree to make a report to the police and provide us with a copy of the report upon our request.

Your statements and notices will be mailed to the last address we have on file for the account. If your signature card indicates that statements and notices are to be held by us, we may mail them to the last address on file for the account if they are not picked up within 90 days.

You assume full responsibility for notices, vouchers, checks, items, statements and other documents which are lost, destroyed or stolen while in the mail or in transit to or from you or a third party. You agree to promptly return any checks or other items to us which do not belong to you. If two consecutive statements and/or notices are returned to us by the Postal Service for any reason, we may hold subsequent statements and notices of every kind until we receive forwarding information from you and we may destroy such statements and notices if you do not claim them within two year(s) from the date of mailing.

Stop Payment Order: If you want to stop payment on a check you have written, you must place a stop payment order before it is finally paid by us. Any authorized signer on the account may furnish a stop payment order. For example, a joint account holder may stop payment on a check written by another account holder and one authorized signer may stop payment on an item which requires two signatures, regardless of whether or not that authorized signer's signature was one of the two signatures appearing on the item.

You must furnish us with the date, the check number, the exact amount of the check and the name of the payee in order for us to stop payment on the item. If you provide us with any incorrect information, we will not be responsible for our failure to stop payment on the check. We will not be responsible for a stop payment order if we do not have a reasonable opportunity to act on it before final payment of the item.

You may request the stop payment order orally, electronically or in writing. Every stop payment order will be confirmed in writing by the bank. If we do not hear from you within 14 days, we will presume the information to be correct. The stop payment order will be effective for six months. Upon confirming the order in writing, the order will remain in effect for six months and must be renewed by you every six months to remain in effect. If you do not renew the stop payment order when it expires and the item is presented for payment, we may pay the item and charge it to your account. There is a charge for each stop payment order and renewal order requested.

If we pay a check which has a valid stop payment order on it with correct information, we may be responsible to you up to the face amount of the item if you establish that you have suffered a loss because we paid the item. You agree to assign to us all of your rights against the payee and/or any other holder of your check. You also agree to cooperate fully with us in any legal actions that we subsequently take against such persons.

Anyone holding the check, including the Bank, may be entitled to enforce payment against you despite the stop payment order. You agree to indemnify, defend and hold us harmless from all costs (except attorneys' fees), actions, damages, claims and demands related to or arising from our action in stopping payment on the check.

These procedures also apply to the Bank's Money Orders.

SUB-ACCOUNTS

For regulatory accounting purposes we may classify checking accounts as two sub-accounts: a checking sub-account and a savings sub-account. The Bank may periodically transfer funds between these two sub accounts. On a sixth transfer during a calendar month, any funds in the savings sub account will be transferred back to the checking sub account. If your Account is a Plan on which interest is paid, your interest calculation will remain the same. Otherwise, the savings sub account will be non interest bearing. The savings sub account will be governed by the rules governing our other savings accounts indicated within the Withdrawals Section of your Account Agreement. Because the savings sub-account is used for internal purposes only, you cannot access the savings sub-account directly. This process will not affect your available balance, the interest you may earn, FDIC insurance protection, or your monthly statement.

Taxpayer Identification Numbers; Backup Withholding: Federal law and regulations require us to obtain a taxpayer identification for the account holder of each account, with certain limited exceptions. You are required to provide us with your taxpayer identification number under Section 6109 of the Internal Revenue Code. The taxpayer identification number for an individual is usually a Social Security number. The number is included on reports filed with the IRS concerning interest paid to you by the Bank.

You are required to certify under penalty of perjury (1) that the taxpayer identification number given to us is correct and (2) whether you are exempt from backup withholding. We will furnish you with the form on which you make this certification.

If you fail to provide your taxpayer identification number and certify that it is correct, or if you fail to certify that you are not subject to backup withholding or if the IRS notifies us that you have furnished an incorrect taxpayer identification number, then federal tax rules require us to withhold 31% of interest paid to you. We forward amounts withheld to the IRS.

Interest paid on deposits made by individuals who are not citizens or residents of the United States is not reported to tax authorities and is not subject to backup withholding. (Note, however, paragraph below regarding required interest reporting for Canadian resident depositors.) To establish that you are not a citizen or resident of the United States, you must provide a certification of your status on our certification form.

Pursuant to IRS regulations we will report deposit interest paid to you if you are an individual who is a nonresident alien of the United States and a resident of Canada.

When an account earns \$10.00 or more of interest in a year, or if backup withholding is imposed, we will report the interest paid and the amount withheld to the IRS (and to the California Franchise Tax Board if your mailing address is in California).

You will receive a copy of the information reported to the tax authorities.

Time Deposits: Time deposits are automatically renewable. We reserve the right to change the rate of interest for automatically renewable accounts at the time of renewal.

Transfers and Assignments: You may not grant, transfer or assign any of your rights to an account without our prior written consent. We are not required to accept, pass upon or recognize an attempted assignment of an account, including a savings account, or any interest in it.

Unauthorized Items: (This section only applies to Commercial and Business accounts.) You acknowledge the risk of loss from unauthorized items. You further acknowledge that the Bank offers various services that allow business customers to closely monitor their check activity, such as Positive Pay and other services ("Fraud Prevention Services"), which will reduce potential fraud. Therefore, these Fraud Prevention Services provide a means to control the risk from unauthorized items. If the Bank has recommended that you use one or more of the Fraud Prevention Services that it offers and you either decide not to utilize the recommended service or fail to use the recommended service in accordance with the terms and conditions of that Fraud Prevention Service, you and the Bank agree that you will be deemed to have assumed the risk of any losses that could have been prevented if you had used the recommended Fraud Prevention Service. Therefore, the Bank will be relieved of any obligation or liability related to such losses and reserves the right to not reimburse or pay any amount of losses related thereto.

USA PATRIOT Act Customer Identification Program: IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT - To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Waivers: We may delay enforcing our rights under this Agreement without losing them. Any waiver by us shall not be deemed a waiver of other rights or of the same right at another time. You waive diligence, demand, presentment, protest and notice of every kind, except as otherwise set forth in this Agreement.

ELECTRONIC FUND TRANSFERS: YOUR RIGHTS AND RESPONSIBILITIES

...Except as expressly provided otherwise, this Electronic Fund Transfer disclosure does not apply to any accounts other than consumer accounts, as defined by Regulation E.

Business Days. For purposes of this disclosure, our business days are Monday through Friday, excluding Federal Holidays.

Amendments. From time to time, we may amend any of the terms and conditions contained in this disclosure. Such amendments shall become effective upon our notice to you or such later date as may be stated in our notice to you. When required by law, we will provide advanced notice of such amendments.

Termination. You may terminate your electronic fund transfer (EFT) service at any time by providing written notice to us. We reserve the right to terminate the EFT service immediately, with or without cause, upon providing notice of such termination to you. Any termination of an EFT service shall not affect any of your obligations arising prior to such termination.

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

Electronic Fund Transfers Initiated By Third Parties. You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party

with your account number and bank information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your bank and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking or savings account(s).
- **Electronic check conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
- **Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

Telephone Funds Transfer Agreement and Disclosure - WHEREAS, in this Agreement, the words "you" and "your" refer to each person assigned a password to access the InfoLine Services, including any authorized user(s) of such password. The words "Bank," "we," "us," and "our" refer to Rabobank.

A. **Services.** The InfoLine Services allow you to:

1. Obtain account information, including: (i) account balance; (ii) specific check clearing; (iii) interest; and (iv) last deposit information (Note: The balance figure may not reflect recent transactions, and may include funds which are not subject to immediate withdrawal); and
2. Transfer funds electronically between checking and savings accounts with us ("Transfers").
3. Initiate check stop payment orders, subject to the conditions contained in the Bank's *Understanding Your Deposit Account Agreement and Disclosure*.

B. **Access Limitations.** You may use the InfoLine Service virtually any time. However, the InfoLine Service may be temporarily unavailable due to our record updating or technical difficulties. The InfoLine Service may not be used in violation of, and must comply with the laws of the United States, including sanctions laws administered by the Office of Foreign Asset Controls. You understand that access to the accounts, including the ability to initiate Transfers, will occur without regard to any withdrawal restrictions otherwise applicable to the accounts. You agree that any arrangements with us to require one or more authorized signatures for transactions involving your accounts do not apply to transactions using the InfoLine Services.

C. **Security Password.** When you use the InfoLine Services, you will be prompted to provide a confidential code or password (the "Password"). You are responsible for maintaining the confidentiality of the Password. You recognize that anyone with knowledge of the Password will be able to access your accounts and effectuate Transfers.

You assume all risk associated with disclosure of the Password to others. You agree that use of the Password is a commercially reasonable security procedure. After review of the InfoLine Services offered by us, including those aspects of the InfoLine Services pertaining to assuring the authenticity of a communication, you will notify us in the event your use of the InfoLine Services would necessitate or be better served by a level of security that exceeds that offered by the InfoLine Services.

D. **Transfer Service Limitations.** The Transfer services are limited as follows:

1. Transfers from money market and savings accounts to other accounts will count toward the total of six transfers or withdrawals permitted per month.
2. Transfers will only be permitted between your deposit accounts with us, as long as the accounts have identical vesting and authorized signers. We can restrict accounts without closing them.
3. Funds will be transferred only to the extent the funds are sufficiently available (as more fully described in our Funds Availability Policy).

E. **InfoLine Service Fees.** Currently, there is no fee for the InfoLine Service. Your InfoLine Service fees are subject to change.

F. **Acceptance and Execution.** Funds Transfers initiated after regular banking hours via InfoLine, the Bank's touch-tone banking service, may post on the next business day. Contact your branch for current banking hours. We may reject a Transfer for any reason or for no reason. When a Transfer contains a name and account number, payment may be made by us based solely on the account number even if the account number identifies a beneficiary different from the beneficiary named by you.

G. **Periodic Statement.** You will get an account statement reflecting Transfers unless there are no Transfers in a particular month. In any case, you will get a statement at least quarterly.

H. **Consumer Liability.** Tell us AT ONCE if you believe your Password has become lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account(s) (plus your maximum overdraft line of credit, if any). If you tell us within two business days, you can lose no more than \$50.00 if someone used your Password without your permission. If you do NOT tell us within two business days after you have learned of the loss or theft of your Password, and we can prove that we could have stopped someone from using the Password without your permission if you had told us, you could be liable for as much as \$500.00.

Also, if your statement shows Transfers that you did not make, tell us at once. As a consumer, if you do not tell us within 60 days after the statement 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 may extend the time periods.

I. **How to Notify Us of An Unauthorized Transfer.** If you believe your Password has been lost or stolen, or that someone has transferred money without your

permission, call: 1 (888) 945-6600 during regular business hours, or write: Rabobank, Bank Support, P.O. Box 6002, Arroyo Grande, California 93421-6002.

J. **Financial Institution's Liability For Failure To Make Transfers.** If we do not complete a Transfer to or from your account on time or in the correct amount according to your instructions given in accordance with this Agreement, we will be liable for losses or damages caused. However, there are some exceptions. We will NOT be liable, for instance, if:

1. Through no fault of ours, you do not have sufficient funds in your account to make the Transfer.
2. The Transfer would go over the credit limit on your overdraft line of credit (if any).
3. The phone lines or the system were not working properly, and you knew about the breakdown when you started the Transfer.
4. Circumstances beyond our scope of control, such as fire, flood, or electronic failure prevented the Transfer, despite reasonable precautions that we have taken.
5. A court order or legal process prevents us from making a Transfer. There may be other exceptions stated in our agreement with you.

K. **Errors or Questions.** In Case of Errors or Questions about your Transfers, telephone us Toll Free at 1 (888) 945-6600 during regular business hours, or write us at Rabobank, Bank Support, P.O. Box 6002, Arroyo Grande, California 93421-6002 as soon as you can, if you think your statement is wrong or if you need more information about a Transfer listed on the statement or receipt. As a consumer, we must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number, (if any).
2. Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten business days. We will determine whether an error occurred within ten business days (20 days for claims involving an electronic fund transfer that occurred within 30 days after the first deposit to the account) 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 (90 days for claims involving an electronic fund transfer that occurred within 30 days after the first deposit to the account) to investigate your complaint or question. If we decide to do this, we will credit your account within ten business days (20 business days for claims involving an electronic fund transfer that occurred within 30 days after the first deposit to the account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten days, we may not credit your account. We will tell you the results within three business days after completing our investigation. If we decide that there is no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

L. **Confidentiality.** We may disclose information to third parties about your account or the transactions you make;

1. Where it is necessary for completing transactions;
2. In order to verify the existence and the condition of your account for a third party, such as a credit bureau or merchant;
3. In order to comply with government agency or court orders;
4. If you give us your written permission; or
5. As otherwise permitted in our Deposit Account Agreement with you, by law, or as required by government regulations.

M. **Transfer Amendments and Cancellations.** You may not be able to amend or cancel a Transfer after it has been received by us. We may at our discretion use reasonable efforts to act on your request for amendment or cancellation.

N. **Office of Foreign Assets Control (OFAC) requirements.** Receivers of ACH transactions (Consumer and Non-Consumer Accounts) should be aware that from time to time, the Bank may need to temporarily suspend processing of a transaction for greater scrutiny or verification against the OFAC Specially Designated Nationals (SDN) list (<http://www.treas.gov/offices/enforcement/ofac/sdn/>). This action may affect settlement and/or availability of the funds.

O. **Non-consumer Accounts.** This Section O. applies to Transfers to or from accounts that are not primarily established for personal, family or household purposes and to Transfers that are otherwise not subject to the federal Electronic Funds Transfer Act (the "EFTA") ("Non-consumer Transfers"), and to the persons who make them. To the extent this Section O. is inconsistent with any of the provisions of this Agreement, the terms and conditions of this Section will control as it is applied to Non-consumer Transfers.

1. **Inapplicable Provisions.** Certain consumer protections required by the EFTA are not applicable to Non-consumer Transfers. Specifically, Section H. ("Consumer Liability"), Section J. ("Financial Institution's Liability for Failure to Make Transfers") and Section K. ("Errors or Questions") do not apply to Non-consumer Transfers. You are, however, obligated to tell us at once if you believe your Password has been lost or stolen, or if your statement shows Non-consumer Transfers that you did not make.
2. **Liability Limitations.** We will exercise reasonable care in processing Non-consumer Transfers. You will exercise reasonable care in examining statements and initiating Non-consumer Transfers. In no event shall we be liable for any consequential, special, punitive or indirect loss or damage which you may incur or suffer in connection with the transfer service, including without limitation loss or damage from subsequent wrongful dishonor resulting from our acts or omissions pursuant to this Agreement. You acknowledge that we will not be responsible for ensuring that use of the Password for any given Non-consumer Transfer is authorized by you. We

will presume, and you represent, that all Non-consumer Transfers initiated with the Password are authorized by you. You will be liable for any losses or damages resulting from your breach of this Agreement or to which your negligence contributed, or which resulted from unauthorized, fraudulent or dishonest acts by your current and/or former authorized agents (including instances where an authorized agent acted to your detriment).

3. **Account Statements.** You agree to notify us promptly of any discrepancy regarding Non-consumer Transfers between your records and the information shown on the account statement. If you fail to notify us of any such discrepancy within 30 calendar days of receipt of the account statement containing such information, you agree that we will not be liable for any other losses resulting from your failure to give such notice or any loss of interest with respect to a Non-consumer Transfer that is or should have been shown. If you fail to notify us of any such discrepancy within one year of receipt of the account statement, you will be precluded from asserting the discrepancy against us.

ATM Transfers - CIRRUS, MASTERCARD, VISA®, NYCE, AND PLUS Networks - types of transfers, frequency and dollar limitations, and charges - You may access your account(s) by ATM using your ATM card and personal identification number or VISA® Check Card and personal identification number, to:

- make deposits to checking account(s) at Branch ATMs only
- make deposits to savings account(s) at Branch ATMs only
- get cash withdrawals from primary checking or savings account(s)
 - you may withdraw no more than \$510.00 per day
 - there is a charge for each withdrawal at a domestic non-Rabobank ATM
 - there is a charge for each withdrawal at an international non-Rabobank ATM
- transfer funds between primary savings and checking account(s)
 - you may make no more than ten transactions per day in any combination
- get information about:
 - the account balance of your checking and savings accounts
- pay for PIN-based purchases at point-of-sale terminals
 - you may make PIN-based purchases of no more than \$1,000.00 per day.

Some of these services may not be available at all terminals.

Types of VISA® Check Card Transactions - You may access your checking account(s) to purchase goods (in person or by phone), pay for services (in person or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and conduct transactions (that a participating merchant will accept with a Check Card). You may purchase up to \$2,500.00 worth of goods and services each day using your VISA® Check Card in a non-PIN based VISA® processed transaction. Your available balance must be sufficient to cover all withdrawals.

FEES

- We do not charge for direct deposits to any type of account.
- We charge a fee to replace a lost ATM or VISA® Check Card.

Except as indicated in our Truth in Savings Disclosures, we do not charge for electronic fund transfers.

ATM Operator/Network Fees. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

Currency Conversion and International Transactions. When you use your VISA® Check (Debit) Card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

Visa USA charges us a .8% International Service Assessment on all international transactions, regardless of whether there is a currency conversion. If there is a currency conversion, the International Service Assessment is 1% of the transaction. In either case, we pass this international transaction fee on to you. An international transaction is a transaction where the country of the merchant is outside the USA.

Sanctions. Pursuant to applicable federal law, you may not use and we may decline authorization for and may seize or freeze funds if you use the VISA® Check (Debit) Card for Transactions with individuals, vessels, or entities or in countries that are restricted or sanctioned as established by the United States Department of the Treasury's Office of Foreign Assets Control ("OFAC"), or that would otherwise violate OFAC, or any other restriction list(s) that the bank is required to screen against.

DOCUMENTATION

- **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.
- **Electronic telephone transfers.** You can call us at 1 (888) 945-6600 to confirm funds transfer activity on your account(s).
- **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 call us at 1 (888) 945-6600 to find out whether or not the deposit has been made.
- **Periodic statements.**

You will get a monthly account statement from us for your checking accounts.

You will get a monthly account statement from us for your savings accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

TRANSFER LIMITATIONS

Transfers from a money market or savings deposit account to another account or to third parties by preauthorized, automatic or telephone transfer or by check, debit card, point-of-sale or similar order to third parties are limited to six per month or statement cycle.

PREAUTHORIZED PAYMENTS

- **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Call or write us at the telephone number or address listed in this brochure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

We will charge you a fee for each stop-payment order you give.

- **Notice of varying amounts.** If these regular 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. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

- **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

FINANCIAL INSTITUTION'S LIABILITY

Liability for failure to make transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.

CONFIDENTIALITY

We will disclose information to third parties about your account or the transfers you make:

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) if you give us written permission.

UNAUTHORIZED TRANSFERS

(a) **Consumer liability.**

• **Generally.** Tell us AT ONCE if you believe your ATM Card, VISA® Check Card, or corresponding PIN (collectively referred to as "Access Devices") has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you believe one or more of your Access Devices has been lost or stolen, and you tell us within 2 business days after you learn of the loss or theft of one or more of your Access Devices, you can lose no more than \$50 if someone used one or more of your Access Devices without your permission. Also, if you do NOT tell us within 2 business days after you learn of the loss or theft of one or more of your Access Devices, and we can prove we could have stopped someone from using one or more of your Access Devices without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers made by card, code or other means that you did not make, tell us at once. If you do not tell us within 60 days after the statement 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.

Special Rules for VISA® Check Card and Plus Transactions. For VISA® Check Card and Plus transactions, special lower liability limits apply for consumer accounts.

In a transaction where your VISA® Check Card is processed through a system other than the VISA® system, your liability for unauthorized use will not exceed \$50. This special \$50 liability limit will not apply if you do not tell us within 60 days after the statement was mailed to you. In that case, 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.

For transactions processed through the VISA® system (for example, VISA® Check Card transactions where no PIN is used) or for transactions processed through Plus, you will have no liability for unauthorized transactions (that is, your liability will not exceed zero dollars) if you report the unauthorized transaction to us. This special zero liability limit will not apply if we determine that you were grossly negligent or fraudulent in the handling of your account or your VISA® Check Card.

If you notify us of a loss of funds due to an unauthorized transaction that was processed through VISA® or Plus using your VISA® Check Card, we will give you provisional credit of the money within five business days of your notice to us. We may require written confirmation from you before providing provisional credit, to the extent allowed under applicable law or governing rule.

(b) **Contact in event of unauthorized transfer.** If you believe one or more of your Access Devices has been lost or stolen, call or write us at the telephone number or address listed in the section below entitled "Error Resolution Notice". You should also call the number or write to the address listed in the section below entitled "Error Resolution Notice" if you believe a transfer has been made using the information from your check without your permission.

ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this brochure, as soon as you can, if you think

your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. As a consumer, we must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (and 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

RABOBANK BANK SUPPORT

P.O. BOX 6002

ARROYO GRANDE, CALIFORNIA 93421-6002

Business Days: Monday through Friday — Excluding Federal Holidays

Phone: 1 (888) 945-6600

MORE DETAILED INFORMATION IS AVAILABLE

ON REQUEST

NOTICE OF ATM/NIGHT DEPOSIT

FACILITY USER PRECAUTIONS

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
3. Compare your records with the account statements you receive.
4. Don't lend your ATM card or VISA® Check Card to anyone.
5. Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
6. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card or VISA® Check Card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. If you lose your ATM card or VISA® Check Card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
9. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
10. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
12. Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
13. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
14. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

YOUR ABILITY TO WITHDRAW FUNDS

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written.

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

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before branch closing at all of our offices on a business day that we are open, we will consider that day to be the day of your deposit.

For determining the availability of your ATM deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit at an ATM before 3:00 P.M. Monday through Friday, on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 3:00 P.M. Monday through Friday, or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

LONGER DELAYS MAY APPLY

Case-by-case delays. In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$200 of your deposits will be available on the first business day after the date of deposit.

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

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

We believe a check you deposit will not be paid.

You deposit checks totaling more than \$5,000 on any one day.

You redeposit a check that has been returned unpaid.

You have overdrawn your account repeatedly in the last six months.

There is an emergency, such as failure of computer or communications equipment.

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

SPECIAL RULES FOR NEW ACCOUNTS

If you are a new customer, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the eleventh business day after the day of your deposit.

TRUTH-IN-SAVINGS DISCLOSURE

REWARDS BANKING

Minimum balance to open – See schedule of fees and minimum balances.

How to avoid the imposition of fees – A maintenance fee will be imposed each statement cycle if the customer does not meet a "Silver" or higher rewards level. Additionally, the maintenance fee will be waived when the primary customer on the Rewards Banking account is 60 years old, or greater, at the time the rewards evaluation occurs.

Transaction limitations – Transaction limitations will not be imposed on this account.

Rewards evaluation period – Three days prior to the statement cycle, Rabobank will evaluate the balances, transactions, and services enrolled in Rewards Banking to determine the rewards level for that statement cycle.

Meeting eligibility requirements for Rewards Banking Levels – A customer must either meet average balance requirements OR enroll in, use, and/or maintain certain qualifying products and services to meet the eligibility requirements at the Silver, Gold, and Platinum rewards levels. To achieve a rewards status based on balances, the customer must meet the minimum balance required for that rewards level. Bronze level status is automatically granted to any active Rewards Banking account. A customer can qualify for the Silver rewards level when they either have in their Rewards Banking account a balance of \$1,000 average collected cycle to date, or have a combined balance of \$10,000, or when they have a minimum of \$500 of direct deposits during their evaluation period AND meet at least three of the following criteria; have been a continuous Rabobank customer for at least 5 years, make at least 10 purchases with their Rabobank debit card, process at least 1 online bill payment, receive at least 1 eBill via Rabobank Consumer online Banking, receive their Rewards Banking statement exclusively electronically, have an outstanding balance on a Rabobank consumer loan of at least \$50,000, or make at least one purchase monthly with their Rabobank Consumer Credit Card.

How balances are calculated for rewards status – The checking balance used is the average collected cycle to date. The average collected balance is calculated by adding

the collected principal in the account for each day of the cycle and dividing that figure by the number of days in the cycle. The combined balance used is the combined average balance cycle to date of all accounts in the relationship.

Combining Balances – Only consumer deposit accounts are considered when calculating combined balances. An account can only be used once towards meeting the eligibility requirements of any rewards level. The account used must share ownership with at least one person on the Rewards Banking account. Disinterested, or unaffiliated, accounts cannot be associated with the Rewards Banking account, for purposes of meeting any rewards eligibility levels.

Optional products and services usage and enrollment – A customer can qualify for a rewards level when they have a minimum of \$500 of direct deposits during their evaluation period AND meet at least three of the MINIMUM criteria of that corresponding rewards level. See Rewards Banking Guide for details about qualifying for a Rewards Level.

Definitions of Optional Product and Service Usage

Customer tenure: Tenure with Rabobank is determined by the length of primary account holder's continuous relationship with Rabobank, or its predecessor bank.

Minimum Debit Purchases: Any purchase of a good or service using a Rabobank Visa Check Card associated with the Rewards Banking account. ATM transactions and cash advances are not considered debit purchases.

Monthly Bill pay: The processing of payment transaction(s) from the customer's

Rewards Banking account using Rabobank's Consumer Online Banking Platform.

Receives eBills: The payment of a bill online that originated from or is associated with an electronic bill received using Rabobank's Consumer Online Banking.

eStatement: Exclusive eStatement receipt is defined when a customer opts NOT to receive a paper statement AND opts to receive an electronic statement for their Rewards Banking account.

Minimum Loan Balance: The outstanding principal balance of all consumer loans at the time of the Rewards Banking evaluation.

Monthly Credit Card Purchase: The use of an associated Rabobank credit card for the purchase of a good or service. During an initial period solely determined by Rabobank, customers who have an active Rabobank Consumer Credit Card and associate that card with Rewards Banking will be credited with having made a monthly credit card purchase.

Free savings account – The maintenance fee for ONE personal savings account will be waived when it is associated with the Rewards Banking account at the time the Personal Savings maintenance fee would normally apply.

Paper Statement Fee – The monthly fee to receive a paper statement for the Rewards Banking account is found on the schedule of fees and minimum balances. This fee is waived when the customer is at a specified rewards level for that evaluation period. Customers who elect to receive eStatements exclusively will not be assessed a paper statement fee.

Non-Rabobank ATM fee reimbursements – When eligible, Rabobank will reimburse the service fee charged by Rabobank when a non-qualifying, non-Rabobank ATM is accessed. This will appear as a reimbursement on the customer statement, and will not reimburse until the rewards evaluation occurs. The reimbursement(s) will apply to Rabobank service fees that occurred during the evaluation period. Customer is responsible for any fees charged by other institutions for the use of their ATMs. Please refer to the Rewards Banking Guide for rewards level details.

REWARDS BANKING WITH INTEREST

Rate Information – Your interest rate, annual percentage yield, and applicable tiers may change. This account is a tiered rate account. The interest rate and annual percentage yield disclosed on the Summary of Deposit Rates Offered will be applied to the entire collected daily balance of the applicable tier. The applicable interest rate for each tier is determined at the bank's discretion and may change at any time.¹

Compounding and crediting frequency – Interest will be compounded every month. Interest will be credited to your account every month.

Effect of closing an account – If you close your account before interest is credited you will not receive the accrued interest.

Minimum balance to open – See schedule of fees and minimum balances.

Minimum balance to avoid imposition of fees – A maintenance fee will be imposed each statement cycle if the customer does not meet a "Silver" or higher rewards level. A customer can qualify for the Silver rewards level when they either have in their Rewards Banking with Interest account a balance of \$2,500 average collected cycle to date, or have a combined balance of \$10,000.

Transaction limitations – Transaction limitations will not be imposed on this account.

Daily collected balance computation method – We use the daily collected balance method to calculate the interest on the account. This method applies a periodic rate to the full amount of the collected principal in the account each day.

Accrual of interest on non-cash deposits – Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items (for example, checks).

Rewards evaluation period – Three days prior to the statement cycle, Rabobank will evaluate the balances in the account to determine the rewards level for that statement cycle.

Meeting eligibility requirements for Rewards Levels – A customer must meet average balance requirements to meet the eligibility requirements at the Silver, Gold, and Platinum rewards levels. To achieve a rewards status based on balances, the customer must meet the minimum balance required for that rewards level. Bronze level status is automatically granted to any active Rewards Banking with Interest account. See Rewards Banking Guide for details about qualifying for Rewards Level.

Combining Balances – Only consumer deposit accounts are considered when calculating combined balances. An account can only be used once towards meeting the eligibility requirements of any rewards level. The account used must share ownership with at least one person on the Rewards Banking account. Disinterested, or unaffiliated,

accounts cannot be associated with the Rewards Banking account, for purposes of meeting any rewards eligibility levels.

Free savings account – The maintenance fee for ONE personal savings account will be waived when it is associated with the Rewards Banking with Interest account at the time the Personal Savings maintenance fee would normally apply.

Paper Statement Fee – The monthly fee to receive a paper statement for the Rewards Banking with Interest account is found on the schedule of fees and minimum balances. This fee is waived when the customer is at a specified rewards level for that evaluation period. Customers who elect to receive eStatements exclusively will not be assessed a paper statement fee.

ELECTRONIC TRANSFER ACCOUNT

Requirements – This U.S. Treasury designed account is available to individuals 18 years of age and older with valid ID and who receive an electronic deposit of any Federal benefit, wage, salary or retirement payment.

Minimum balance to open – See schedule of fees and minimum balances.

Minimum balance to avoid imposition of fees – A Maintenance Fee will not be imposed on this account.

Transaction limitations – Additional over-the-counter branch deposits are allowed on this account. Unlimited ATM/Debit Card withdrawals and balance inquiries are allowed on this account. Online Banking Bill Payments, check writing privileges, Automated Clearing House (ACH) transfers and payments are not allowed on this account.

FREE CHECKING

Minimum balance to open – See schedule of fees and minimum balances.

Minimum balance to avoid imposition of fees – A Maintenance Fee will not be imposed on this account.

Transaction limitations – Transaction limitations will not be imposed on this account.

OPTION CHECKING

Minimum balance to open – See schedule of fees and minimum balances.

Minimum balance to avoid imposition of fees – A Maintenance Fee will be imposed each statement cycle if the average collected balance for the cycle falls below the amount specified in the schedule of fees and minimum balances. The average collected balance is calculated by adding the collected principal in the account for each day of the cycle and dividing that figure by the number of days in the cycle. The monthly Maintenance Fee will be waived for any statement cycle in which we receive a direct deposit to your account.

Transaction limitations – For the monthly Maintenance Fee we may process the first 10 (ten) paid checks per statement cycle. Charges will apply if you exceed 10 (ten) paid checks during a statement cycle. ATM withdrawals and Point of Sale (POS) transactions do not count toward the transaction limitation.

Fees – If you exceed the transaction limitations on this account, we will charge a fee per paid check in excess of 10 (ten) per statement cycle.

PERSONAL CHECKING

Minimum balance to open – See schedule of fees and minimum balances.

Minimum balance to avoid imposition of fees – A Maintenance Fee will be imposed each statement cycle if the average collected balance for the cycle falls below the amount specified in the schedule of fees and minimum balances or the average combined ledger balance falls below the amount specified in the schedule of fees and minimum balances. The average collected balance is calculated by adding the collected principal in the account for each day of the cycle and dividing that figure by the number of days in the cycle. The monthly Maintenance Fee will be waived for any statement cycle in which we receive a direct deposit to your account.

Transaction limitations – Transaction limitations will not be imposed on this account.

PERSONAL INTEREST CHECKING

Rate Information – Your interest rate, annual percentage yield, and applicable tiers may change. This account is a tiered rate account. The interest rate and annual percentage yield disclosed on the Summary of Deposit Rates Offered will be applied to the entire collected daily balance of the applicable tier. The applicable interest rate for each tier is determined at the bank's discretion and may change at any time.¹

Compounding and crediting frequency – Interest will be compounded every month. Interest will be credited to your account every month.

Effect of closing an account – If you close your account before interest is credited you will not receive the accrued interest.

Minimum balance to open – See schedule of fees and minimum balances.

Minimum balance to avoid imposition of fees – A Maintenance Fee will be imposed each statement cycle if the average collected balance for the cycle falls below the amount specified in the schedule of fees and minimum balances or the average combined ledger balance falls below the amount specified in the schedule of fees and minimum balances. The average collected balance is calculated by adding the collected principal in the account for each day of the cycle and dividing that figure by the number of days in the cycle.

Transaction limitations – Transaction limitations will not be imposed on this account.

Daily collected balance computation method – We use the daily collected balance method to calculate the interest on the account. This method applies a periodic rate to the full amount of the collected principal in the account each day.

Accrual of interest on non-cash deposits – Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items (for example, checks).

PERSONAL INVESTMENT MONEY MARKET

Rate Information – Your interest rate, annual percentage yield, and applicable tiers may change. This account is a tiered rate account. The interest rate and annual percentage yield disclosed on the Summary of Deposit Rates Offered will be applied to the entire collected daily balance of the applicable tier. The applicable interest rate for each tier is determined at the bank's discretion and may change at any time.¹

Compounding and crediting frequency – Interest will be compounded every month. Interest will be credited to your account every month.

See Schedule of Fees and Minimum Balances for any additional charges and fees that may apply.

¹ We reserve the right to require seven days advance notice before a withdrawal.

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See Schedule of Fees and Minimum Balances for any additional charges and fees that may apply.

¹ We reserve the right to require seven days advance notice before a withdrawal.

Effect of closing an account – If you close your account before interest is credited you will not receive the accrued interest.

Minimum balance to open – See schedule of fees and minimum balances.

Minimum balance to avoid imposition of fees – A Maintenance Fee will be imposed each statement cycle if the average collected balance for the cycle falls below the amount specified in the schedule of fees and minimum balances. The average collected balance is calculated by adding the collected principal in the account for each day of the cycle and dividing that figure by the number of days in the cycle.

Daily collected balance computation method – We use the daily collected balance method to calculate the interest on the account. This method applies a periodic rate to the full amount of the collected principal in the account each day.

Accrual of interest on non-cash deposits – Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items (for example, checks).

Transaction limitations – Transfers from this account to another account or to third parties by preauthorized, automatic or telephone transfer or by check, debit card, point-of-sale or similar order to third parties are limited to six per statement cycle. If you exceed these transfer limits we may close or reclassify your account.

Fees – An excessive debit item fee will be charged for the statement cycle if you exceed the above restrictions.

PERSONAL MONEY MARKET

Rate Information – Your interest rate, annual percentage yield, and applicable tiers may change. This account is a tiered rate account. The interest rate and annual percentage yield disclosed on the Summary of Deposit Rates Offered will be applied to the entire collected daily balance of the applicable tier. The applicable interest rate for each tier is determined at the bank's discretion and may change at any time. ¹

Compounding and crediting frequency – Interest will be compounded every month. Interest will be credited to your account every month.

Effect of closing an account – If you close your account before interest is credited you will not receive the accrued interest.

Minimum balance to open – See schedule of fees and minimum balances.

Minimum balance to avoid imposition of fees – A Maintenance Fee will be imposed each statement cycle if the average collected balance for the cycle falls below the amount specified in the schedule of fees and minimum balances. The average collected balance is calculated by adding the collected principal in the account for each day of the cycle and dividing that figure by the number of days in the cycle.

Daily collected balance computation method – We use the daily collected balance method to calculate the interest on the account. This method applies a periodic rate to the full amount of the collected principal in the account each day.

Accrual of interest on non-cash deposits – Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items (for example, checks).

Transaction limitations – Transfers from this account to another account or to third parties by preauthorized, automatic or telephone transfer or by check, debit card, point-of-sale or similar order to third parties are limited to six per statement cycle. If you exceed these transfer limits we may close or reclassify your account.

Fees – An excessive debit item fee will be charged for the statement cycle if you exceed the above restrictions.

SENIOR CHECKING

Restrictions – You must be 50 (fifty) years of age or older to open this account.

Minimum balance to open – See schedule of fees and minimum balances.

Minimum balance to avoid imposition of fees – A Maintenance Fee will not be imposed on this account.

Transaction limitations – Transaction limitations will not be imposed on this account.

HEALTH SAVINGS ACCOUNT

Restrictions – Health Savings Accounts are available to individuals with qualifying high deductible health plans.

Maintenance fee – The maintenance fee is per month, regardless of balance.

Set-up fee – See schedule of fees and minimum balances.

Trustee-to-trustee fee – The outgoing trustee-to-trustee fee is found on the schedule of fees and minimum balances.

Closing fee - A closing fee will be charged if the account is closed within 90 days of account opening.

Rate Information - Your interest rate and annual percentage yield may change.

Frequency of rate changes - We may change the interest rate on your account at any time. The interest rate and annual percentage yield are disclosed on the Summary of Deposit Rates Offered. ¹

Determination of rate - At our discretion, we may change the interest rate on your account.

Compounding and crediting frequency - Interest will be compounded every month. Interest will be credited to your account every month.

Effect of closing an account - If you close your account before interest is credited, you will not receive the accrued interest.

Minimum balance to open the account - See schedule of fees and minimum balances.

Daily collected balance computation method – We use the daily collected balance method to calculate the interest on the account. This method applies a periodic rate to the full amount of the collected principal in the account each day.

Accrual of interest on noncash deposits - Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

HOLIDAY SAVER

Rate information – Your interest rate and annual percentage yield may change. At our discretion, we may change the interest rate on your account at any time. The interest rate and annual percentage yield are disclosed on the Summary of Deposit Rates Offered. ¹

Compounding and crediting frequency – Interest will be compounded every month. Interest will be credited to your account every month.

See Schedule of Fees and Minimum Balances for any additional charges and fees that may apply.

¹ We reserve the right to require seven days advance notice before a withdrawal.

Effect of closing an account – If you close your account before interest is credited, you will not receive the accrued interest.

Minimum balance to open – A minimum deposit is required to open this account. A monthly automatic transfer is also required from a Bank checking or savings account.

Minimum balance to avoid imposition of fees – A Maintenance Fee will not be imposed on this account.

Daily collected balance computation method – We use the daily collected balance method to calculate the interest on the account. This method applies a periodic rate to the full amount of the collected principal in the account each day.

Accrual of interest on non-cash deposits – Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items (for example, checks).

Transaction limitations – No partial balance withdrawals are allowed on this account.

Funds disbursement – The balance as of the first part of November will be disbursed annually to a designated Bank checking or savings account.

MINOR SAVINGS

Rate information – Your interest rate and annual percentage yield may change. At our discretion, we may change the interest rate on your account at any time. The interest rate and annual percentage yield are disclosed on the Summary of Deposit Rates Offered. ¹

Compounding and crediting frequency – Interest will be compounded every calendar quarter. Interest will be credited to your account every calendar quarter.

Effect of closing an account – If you close your account before interest is credited, you will not receive the accrued interest.

Minimum balance to open – See schedule of fees and minimum balances.

Restrictions – You must be at least age 5 (five) and under the age of 18 (eighteen) to open this account. The account is a joint account with at least one parent.

Daily collected balance computation method – We use the daily collected balance method to calculate the interest on the account. This method applies a periodic rate to the full amount of the collected principal in the account each day.

Accrual of interest on non-cash deposits – Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items (for example, checks).

Transaction limitations – Transfers from this account to another account or to third parties by preauthorized, automatic or telephone transfer or by check, debit card, point-of-sale or similar order to third parties are limited to six per month. If you exceed these transfer limits we may close or reclassify your account.

Fees – A debit item fee will be charged for each debit transaction (including those listed in transaction limitations above) in excess of 6 (six) during a statement cycle. We will not impose a Maintenance Fee on this account until the first month after you reach the age of 18 (eighteen).

PERSONAL INVESTMENT SAVINGS

Rate Information – Your interest rate, annual percentage yield, and applicable tiers may change. This account is a tiered rate account. The interest rate and annual percentage yield disclosed on the Summary of Deposit Rates Offered will be applied to the entire collected daily balance of the applicable tier. The applicable interest rate for each tier is determined at the bank's discretion and may change at any time. ¹

Compounding and crediting frequency – Interest will be compounded every month. Interest will be credited to your account every month.

Effect of closing an account – If you close your account before interest is credited you will not receive the accrued interest.

Minimum balance to open – See schedule of fees and minimum balances.

Minimum balance to avoid imposition of fees – A Maintenance Fee will be imposed each statement cycle if the average collected balance for the cycle falls below the amount specified in the schedule of fees and minimum balances. The average collected balance is calculated by adding the collected principal in the account for each day of the cycle and dividing that figure by the number of days in the cycle.

Minimum balance to obtain the annual percentage yield disclosed – You must maintain a minimum daily collected balance as specified in the schedule of fees and minimum balances to obtain the disclosed annual percentage yield. The daily collected balance is calculated by applying a daily periodic rate to the full amount of the collected principal in the account each day.

Daily collected balance computation method – We use the daily collected balance method to calculate the interest on the account. This method applies a periodic rate to the full amount of the collected principal in the account each day.

Accrual of interest on non-cash deposits – Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items (for example, checks).

Transaction limitations – Transfers from this account to another account or to third parties by preauthorized, automatic or telephone transfer or by check, debit card, point-of-sale or similar order to third parties are limited to six per statement cycle. If you exceed these transfer limits we may close or reclassify your account.

Fees – An excessive debit item fee will be charged for the statement cycle if you exceed the above restrictions.

PERSONAL SAVINGS

Rate information – Your interest rate and annual percentage yield may change. At our discretion, we may change the interest rate on your account at any time. The interest rate and annual percentage yield are disclosed on the Summary of Deposit Rates Offered. ¹

Compounding and crediting frequency – Interest will be compounded every calendar quarter. Interest will be credited to your account every calendar quarter.

Effect of closing an account – If you close your account before interest is credited, you will not receive the accrued interest.

Minimum balance to open – See schedule of fees and minimum balances.

Minimum balance to avoid imposition of fees – See schedule of fees and minimum balances.

See Schedule of Fees and Minimum Balances for any additional charges and fees that may apply.

¹ We reserve the right to require seven days advance notice before a withdrawal.

Daily collected balance computation method – We use the daily collected balance method to calculate the interest on the account. This method applies a periodic rate to the full amount of the collected principal in the account each day.

Accrual of interest on non-cash deposits – Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items (for example, checks).

Transaction limitations – Transfers from this account to another account or to third parties by preauthorized, automatic or telephone transfer or by check, debit card, point-of-sale or similar order to third parties are limited to six per month. If you exceed these transfer limits we may close or reclassify your account.

Fees – A debit item fee will be charged for each debit transaction (including those listed in transaction limitations above) in excess of 6 (six) during a statement cycle.

Refer to your plan disclosure if the account is part of an IRA or other tax qualified plan.

BUSINESS CHECKING

This account is not a consumer account to which Truth in Savings applies.

It is designed for accounts with activity less than 100 combined debit and/or credit transactions per month. Accounts exceeding these limits may meet the criteria for account analysis.

Minimum balance to open – See schedule of fees and minimum balances.

Minimum balance to avoid imposition of fees – A Maintenance Fee will be imposed each statement cycle if the average collected balance for the cycle falls below the amount specified in the schedule of fees and minimum balances or the average combined ledger balance falls below the amount specified in the schedule of fees and minimum balances. The average collected balance is calculated by adding the collected principal in the account for each day of the period and dividing that figure by the number of days in the period.

Transaction limitations: For the monthly Maintenance Fee we may process the first 100 transactions, in any combination of debits and credits. Charges for those transactions will apply if you exceed 100 transactions, in any combination during a statement period. ACH credits do not count toward the transaction limitation.

Transaction fees: If you exceed these limitations during a statement period, we will charge per item in excess of 100 transactions, in any combination of debits and credits.

BUSINESS INTEREST CHECKING

This account is not a consumer account to which Truth in Savings applies.

It is only available to sole proprietors and non-profit organizations and offers the convenience of check writing with the added benefit of earning interest on account balances. It is designed for accounts with activity less than 200 combined debit and/or credit transactions per month. Accounts exceeding these limits may meet the criteria for account analysis.

Rate Information – Your interest rate, annual percentage yield, and applicable tiers may change. This account is a tiered rate account. The interest rate and annual percentage yield disclosed on the Summary of Deposit Rates Offered will be applied to the entire collected daily balance of the applicable tier. The applicable interest rate for each tier is determined at the bank's discretion and may change at any time. ¹

Compounding and crediting frequency – Interest will be compounded every month. Interest will be credited to your account every month.

Effect of closing an account – If you close your account before interest is credited, you will not receive the accrued interest.

Minimum balance to open – See schedule of fees and minimum balances.

Minimum balance to avoid imposition of fees – A Maintenance Fee will be imposed each statement cycle if the average collected balance for the cycle falls below the amount specified in the schedule of fees and minimum balances or the average combined ledger balance falls below the amount specified in the schedule of fees and minimum balances. The average collected balance is calculated by adding the collected principal in the account for each day of the period and dividing that figure by the number of days in the period.

Daily collected balance computation method – We use the daily collected balance method to calculate the interest on the account. This method applies a periodic rate to the full amount of the collected principal in the account each day.

Accrual of interest on non-cash deposits – Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items (for example, checks).

Transaction limitations: For the monthly Maintenance Fee we may process the first 200 transactions, in any combination of debits and credits. Charges for those transactions will apply if you exceed 200 transactions, in any combination during a statement period. ACH credits do not count toward the transaction limitation.

Transaction fees: If you exceed these limitations during a statement period, we will charge per item in excess of 200 transactions, in any combination of debits and credits.

BUSINESS INVESTMENT MONEY MARKET

This account is not a consumer account to which Truth in Savings applies.

Rate Information – Your interest rate, annual percentage yield, and applicable tiers may change. This account is a tiered rate account. The interest rate and annual percentage yield disclosed on the Summary of Deposit Rates Offered will be applied to the entire collected daily balance of the applicable tier. The applicable interest rate for each tier is determined at the bank's discretion and may change at any time. ¹

Compounding and crediting frequency – Interest will be compounded every month. Interest will be credited to your account every month.

Effect of closing an account – If you close your account before interest is credited you will not receive the accrued interest.

Minimum balance to open – See schedule of fees and minimum balances.

Minimum balance to avoid imposition of fees – A Maintenance Fee will be imposed each statement cycle if the average collected balance for the cycle falls below the amount specified in the schedule of fees and minimum balances. The average collected balance is calculated by adding the collected principal in the account for each day of the cycle and dividing that figure by the number of days in the cycle.

Daily collected balance computation method – We use the daily collected balance method to calculate the interest on the account. This method applies a periodic rate to the full amount of the collected principal in the account each day.

See Schedule of Fees and Minimum Balances for any additional charges and fees that may apply.

¹ We reserve the right to require seven days advance notice before a withdrawal.

Accrual of interest on non-cash deposits – Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items (for example, checks).

Transaction limitations – Transfers from this account to another account or to third parties by preauthorized, automatic or telephone transfer or by check, debit card, point-of-sale or similar order to third parties are limited to six per statement cycle. If you exceed these transfer limits we may close or reclassify your account.

Fees – An excessive debit item fee will be charged for the statement cycle if you exceed the above restrictions.

BUSINESS MONEY MARKET

This account is not a consumer account to which Truth in Savings applies.

Rate Information – Your interest rate, annual percentage yield, and applicable tiers may change. This account is a tiered rate account. The interest rate and annual percentage yield disclosed on the Summary of Deposit Rates Offered will be applied to the entire collected daily balance of the applicable tier. The applicable interest rate for each tier is determined at the bank's discretion and may change at any time. ¹

Compounding and crediting frequency – Interest will be compounded every month. Interest will be credited to your account every month.

Effect of closing an account – If you close your account before interest is credited, you will not receive the accrued interest.

Minimum balance to open – See schedule of fees and minimum balances.

Minimum balance to avoid imposition of fees – A Maintenance Fee will be imposed each statement cycle if the average collected balance for the cycle falls below the amount specified in the schedule of fees and minimum balances. The average collected balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

Daily collected balance computation method – We use the daily collected balance method to calculate the interest on the account. This method applies a periodic rate to the full amount of the collected principal in the account each day.

Accrual of interest on non-cash deposits – Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items (for example, checks).

Transaction limitations – Transfers from this account to another account or to third parties by preauthorized, automatic or telephone transfer or by check, debit card, point-of-sale or similar order to third parties are limited to six per statement cycle. If you exceed these transfer limits we may close or reclassify your account.

Fees: An excessive debit item fee will be charged for the statement cycle if you exceed the above limitations.

COMMERCIAL CHECKING (ANALYZED)

This account is not a consumer account to which Truth in Savings applies.

Accounts on analysis typically have a high volume of activity or are linked to cash management services. Account analysis is used to assess the Bank's fees and other charges on accounts maintained by both profit and nonprofit organizations, whether sole proprietorships, partnerships, unincorporated associations of persons, corporations, public agencies, or other organizations. The Bank periodically reviews account activity to determine if an account should be added to account analysis. You may request one or more accounts be added to account analysis. However, the decision is the Bank's. We will notify you when we add an account to analysis.

Minimum balance to avoid imposition of fees – The Bank's fees and other charges assessed against an account on analysis are documented in the appropriate Fee Schedule provided by the Bank. Your monthly maintenance fee for each settlement period, which is normally monthly unless other arrangements are made, is based on the activity of your account and the fees associated with that activity as described in the applicable Fee Schedule. The Bank will calculate an earnings allowance for your account based on your balance available to support activity for each settlement period. For interest earning accounts, the interest accrued or paid for the month is deducted from the earnings allowance for the month. If your monthly maintenance fee during the settlement period is the same as or less than your earnings allowance, you are not assessed a monthly maintenance fee. If your monthly maintenance fee for the settlement period exceeds your earnings allowance, you will be charged for the amount by which your monthly maintenance fee exceeds your earnings allowance. We will charge your account for the amount due on the 8th of the month following the end of the settlement period providing it is a business day. When the 8th of the month is not a business day, we will charge your account the next business day. Any excess earnings allowance will not be paid to you and does not accumulate from settlement period to settlement period.

Earnings Credit Rate and Reference Rate – The Earnings Credit Rate appears on each analysis statement. The Earnings Credit Rate is determined by the Bank. The Bank's current Earnings Credit Rate may be obtained by contacting any office of the Bank, or your account officer. You agree that we need not notify you in advance of any change in the Earnings Credit Rate.

Statements – You are requested to review your Commercial Checking Account Analysis Statement within 30 days of the statement or billing date, and report to us in writing within this time any inaccuracies, errors, or questioned entries. If we receive a written notice from you within this 30-day period, we may make correcting entries or revisions (when appropriate, for the most recent period covered by analysis. If we do not receive a written notice from you within this 30-day period, we will view this as your agreement to the stated charges.

Multiple Accounts – More than one account may be linked on account analysis for purposes of determining monthly maintenance fees and the earnings allowance. Ownership of the accounts linked for account analysis may not differ. If multiple accounts are used to determine the monthly maintenance fees and earnings allowance, one of the accounts will be designated the "master account," and the owner is deemed responsible and liable to the Bank for the monthly maintenance fees on all linked accounts. By including an account under analysis, the account owner waives any requirement for notice in advance of a change in a charge tied to the Earnings Credit Rate.

Note: If your company is a law firm and has an IOLTA (Interest on Lawyer's Trust Account), the IOLTA cannot be linked to analyzed accounts.

See Schedule of Fees and Minimum Balances for any additional charges and fees that may apply.

¹ We reserve the right to require seven days advance notice before a withdrawal.

Overdrafts and Uncollected Funds – Charges for funds advanced due to the use of uncollected funds during the settlement period are determined by using the Bank’s Earnings Credit Rate.

We may, in our sole discretion, advance funds from time to time to cover checks or other items drawn against nonsufficient or uncollected funds. If we do so, and unless a different rate is expressly agreed to in writing, we will charge a daily fee on the funds advanced at the rate published in the then-current fee schedule applicable to your analyzed account.

If for any reason we decide to waive interest charges or overdraft fees for a particular overdraft, we reserve the right to charge interest on other overdrafts without prior notice to you.

Unless we have made special arrangements for your account, analysis earnings are not available to cover overdraft or nonsufficient funds interest or fees, whether the items are paid or returned. Overdraft interest and fees may be charged directly to your account.

SOLE PROPRIETOR CHECKING

This account is not a consumer account to which Truth in Savings applies.

It is designed for accounts with activity less than 30 combined debit and/or credit transactions per month. Accounts exceeding these limits may meet the criteria for account analysis. This account is only available to sole proprietors.

Minimum balance to open – See schedule of fees and minimum balances.

Minimum balance to avoid imposition of fees – A Maintenance Fee will be imposed each statement cycle if the average collected balance for the cycle falls below the amount specified in the schedule of fees and minimum balances or the average combined ledger balance falls below the amount specified in the schedule of fees and minimum balances. The average collected balance is calculated by adding the collected principal in the account for each day of the period and dividing that figure by the number of days in the period.

Transaction limitations: For the monthly Maintenance Fee we may process the first 30 transactions, in any combination of debits and credits. Charges for those transactions will apply if you exceed 30 transactions, in any combination during a statement period. ACH credits do not count toward the transaction limitation.

Transaction fees: If you exceed these limitations during a statement period, we will charge per item in excess of 30 transactions, in any combination of debits and credits.

TRUST ACCOUNT (ATTORNEY/CLIENT)

This account is to establish an interest-bearing demand trust account under the State Bar Legal Services Trust Fund Program and is available to any attorney or law firm.

Minimum balance to open – See schedule of fees and minimum balances.

Interest earned on the account is based on the aggregate average balance. The Bank will remit interest to the State Bar **quarterly**, or at intervals more frequent than quarterly, less reasonable service charges as shown in Bank’s schedule of rates and charges. The Bank shall furnish a report of any incidences of items that are properly payable drawn against not sufficient funds to the State Bar, whether such items are paid or dishonored by Bank. The Bank may assess a fee for the production of such reports and records as required by the State Bar under Section 6091.1 of the Business and Professions Code.

PUBLIC CHECKING

This account is not a consumer account to which Truth in Savings applies.

It is designed for public accounts with activity less than 100 combined debit and/or credit transactions per month. Accounts exceeding these limits may meet the criteria for account analysis. This account is only available to city, county, state, federal government and other public agencies.

Minimum balance to open – See schedule of fees and minimum balances.

Minimum balance to avoid imposition of fees – A Maintenance Fee will be imposed each statement cycle if the average collected balance for the cycle falls below the amount specified in the schedule of fees and minimum balances or the average combined ledger balance falls below the amount specified in the schedule of fees and minimum balances. The average collected balance is calculated by adding the collected principal in the account for each day of the period and dividing that figure by the number of days in the period.

Transaction limitations: For the monthly Maintenance Fee we may process the first 100 transactions, in any combination of debits and credits. Charges for those transactions will apply if you exceed 100 transactions, in any combination during a statement period. ACH credits do not count toward the transaction limitation.

Transaction fees: If you exceed these limitations during a statement period, we will charge per item in excess of 100 transactions, in any combination of debits and credits.

PUBLIC CHECKING (ANALYZED)

This account is not a consumer account to which Truth in Savings applies. This account is only available to city, county, state, federal government and other public agencies.

Accounts on analysis typically have a high volume of activity or are linked to cash management services. Account analysis is used to assess the Bank’s fees and other charges on accounts maintained by both profit and nonprofit organizations, whether sole proprietorships, partnerships, unincorporated associations of persons, corporations, public agencies, or other organizations. The Bank periodically reviews account activity to determine if an account should be added to account analysis. You may request one or more accounts be added to account analysis. However, the decision is the Bank’s. We will notify you when we add an account to analysis.

Minimum balance to avoid imposition of fees – The Bank’s fees and other charges assessed against an account on analysis are documented in the appropriate Fee Schedule provided by the Bank. Your monthly maintenance fee for each settlement period, which is normally monthly unless other arrangements are made, is based on the activity of your account and the fees associated with that activity as described in the applicable Fee Schedule. The Bank will calculate an earnings allowance for your account based on your balance available to support activity for each settlement period. For interest earning accounts, the interest accrued or paid for the month is deducted from the earnings allowance for the month. If your monthly maintenance fee during the settlement period is the same as or less than your earnings allowance, you are not assessed a

See Schedule of Fees and Minimum Balances for any additional charges and fees that may apply.
¹ We reserve the right to require seven days advance notice before a withdrawal.

monthly maintenance fee. If your monthly maintenance fee for the settlement period exceeds your earnings allowance, you will be charged for the amount by which your monthly maintenance fee exceeds your earnings allowance. We will charge your account for the amount due on the 8th of the month following the end of the settlement period providing it is a business day. When the 8th of the month is not a business day, we will charge your account the next business day. Any excess earnings allowance will not be paid to you and does not accumulate from settlement period to settlement period.

Earnings Credit Rate and Reference Rate – The Earnings Credit Rate appears on each analysis statement. The Earnings Credit Rate is determined by the Bank. The Bank’s current Earnings Credit Rate may be obtained by contacting any office of the Bank, or your account officer. You agree that we need not notify you in advance of any change in the Earnings Credit Rate.

Statements – You are requested to review your Public Checking Account Analysis Statement within 30 days of the statement or billing date, and report to us in writing within this time any inaccuracies, errors, or questioned entries. If we receive a written notice from you within this 30-day period, we may make correcting entries or revisions, when appropriate, for the most recent period covered by analysis. If we do not receive a written notice from you within this 30-day period, we will view this as your agreement to the stated charges.

Multiple Accounts – More than one account may be linked on account analysis for purposes of determining monthly maintenance fees and the earnings allowance. Ownership of the accounts linked for account analysis may not differ. If multiple accounts are used to determine the monthly maintenance fees and earnings allowance, one of the accounts will be designated the “master account,” and the owner is deemed responsible and liable to the Bank for the monthly maintenance fees on all linked accounts. By including an account under analysis, the account owner waives any requirement for notice in advance of a change in a charge tied to the Earnings Credit Rate.

Note: If your company is a law firm and has an IOLTA (Interest on Lawyer’s Trust Account), the IOLTA cannot be linked to analyzed accounts.

Overdrafts and Uncollected Funds – Charges for funds advanced due to the use of uncollected funds during the settlement period are determined by using the Bank’s Earnings Credit Rate.

We may, in our sole discretion, advance funds from time to time to cover checks or other items drawn against nonsufficient or uncollected funds. If we do so, and unless a different rate is expressly agreed to in writing, we will charge a daily fee on the funds advanced at the rate published in the then-current fee schedule applicable to your analyzed account.

If for any reason we decide to waive interest charges or overdraft fees for a particular overdraft, we reserve the right to charge interest on other overdrafts without prior notice to you.

Unless we have made special arrangements for your account, analysis earnings are not available to cover overdraft or nonsufficient funds interest or fees, whether the items are paid or returned. Overdraft interest and fees may be charged directly to your account.

PUBLIC INTEREST CHECKING

This account is not a consumer account to which Truth in Savings applies.

This account is only available to city, county, state, federal government and other public agencies.

Rate Information – Your interest rate, annual percentage yield, and applicable tiers may change. This account is a tiered rate account. The interest rate and annual percentage yield disclosed on the Summary of Deposit Rates Offered will be applied to the entire collected daily balance of the applicable tier. The applicable interest rate for each tier is determined at the bank’s discretion and may change at any time. ¹

Compounding and crediting frequency – Interest will be compounded every month. Interest will be credited to your account every month.

Effect of closing an account – If you close your account before interest is credited, you will not receive the accrued interest.

Minimum balance to open – See schedule of fees and minimum balances.

Minimum balance to avoid imposition of fees – A Maintenance Fee will be imposed each statement cycle if the average collected balance for the cycle falls below the amount specified in the schedule of fees and minimum balances or the average combined ledger balance falls below the amount specified in the schedule of fees and minimum balances. The average collected balance is calculated by adding the collected principal in the account for each day of the period and dividing that figure by the number of days in the period.

Daily collected balance computation method – We use the daily collected balance method to calculate the interest on the account. This method applies a periodic rate to the full amount of the collected principal in the account each day.

Accrual of interest on non-cash deposits – Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items (for example, checks).

Transaction limitations: For the monthly Maintenance Fee we may process the first 200 transactions, in any combination of debits and credits. Charges for those transactions will apply if you exceed 200 transactions, in any combination during a statement period. ACH credits do not count toward the transaction limitation.

Transaction fees: If you exceed these limitations during a statement period, we will charge per item in excess of 200 transactions, in any combination of debits and credits.

PUBLIC MONEY MARKET

This account is not a consumer account to which Truth in Savings applies.

This account is only available to city, county, state, federal government and other public agencies.

Rate Information – Your interest rate, annual percentage yield, and applicable tiers may change. This account is a tiered rate account. The interest rate and annual percentage yield disclosed on the Summary of Deposit Rates Offered will be applied to the entire collected daily balance of the applicable tier. The applicable interest rate for each tier is determined at the bank’s discretion and may change at any time. ¹

Compounding and crediting frequency – Interest will be compounded every month. Interest will be credited to your account every month.

See Schedule of Fees and Minimum Balances for any additional charges and fees that may apply.
¹ We reserve the right to require seven days advance notice before a withdrawal.

Effect of closing an account – If you close your account before interest is credited, you will not receive the accrued interest.

Minimum balance to open – See schedule of fees and minimum balances.

Minimum balance to avoid imposition of fees – A Maintenance Fee will be imposed each statement cycle if the average collected balance for the cycle falls below the amount specified in the schedule of fees and minimum balances. The average collected balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

Daily collected balance computation method – We use the daily collected balance method to calculate the interest on the account. This method applies a periodic rate to the full amount of the collected principal in the account each day.

Accrual of interest on non-cash deposits – Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items (for example, checks).

Transaction limitations – Transfers from this account to another account or to third parties by preauthorized, automatic or telephone transfer or by check, debit card, point-of-sale or similar order to third parties are limited to six per statement cycle. If you exceed these transfer limits we may close or reclassify your account.

Fees: An excessive debit item fee will be charged for the statement cycle if you exceed the above limitations.

BUSINESS INVESTMENT SAVINGS

This account is not a consumer account to which Truth in Savings applies.

Rate Information – Your interest rate, annual percentage yield and applicable tiers may change. At our discretion, we may change the interest rate on your account at any time. This account is a tiered rate account. The interest rate and annual percentage yield disclosed on the Summary of Deposit Rates Offered will be applied to the entire collected balance of the applicable tier. ¹

Compounding and crediting frequency – Interest will be compounded every month. Interest will be credited to your account every month.

Effect of closing an account – If you close your account before interest is credited, you will not receive the accrued interest.

Minimum balance to open – See schedule of fees and minimum balances. You must also have or open a Bank business checking account.

Minimum balance to avoid imposition of fees – A Maintenance Fee will be imposed each statement cycle if the average collected balance for the cycle falls below the amount specified in the schedule of fees and minimum balances. The average collected balance is calculated by adding the collected principal in the account for each day of the period and dividing that figure by the number of days in the period.

Minimum balance to obtain the annual percentage yield disclosed – You must maintain a minimum daily collected balance as specified in the schedule of fees and minimum balances to obtain the disclosed annual percentage yield. The daily collected balance is calculated by applying a daily periodic rate to the full amount of the collected principal in the account each day.

Daily collected balance computation method – We use the daily collected balance method to calculate the interest on the account. This method applies a periodic rate to the full amount of collected principal in the account each day.

Accrual of interest on non-cash deposits – Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items (for example, checks).

Transaction limitations – Transfers from this account to another account or to third parties by preauthorized, automatic or telephone transfer or by check, debit card, point-of-sale or similar order to third parties are limited to six per statement cycle. If you exceed these transfer limits we may close or reclassify your account.

Fees: An excessive debit item fee will be charged for the statement cycle if you exceed the above limitations.

BUSINESS SAVINGS

This account is not a consumer account to which Truth in Savings applies.

Rate Information – Your interest rate and annual percentage yield may change. At our discretion, we may change the interest rate on your account at any time. The interest rate and annual percentage yield are disclosed on the Summary of Deposit Rates Offered. ¹

Compounding and crediting frequency – Interest will be compounded every calendar quarter. Interest will be credited to your account every calendar quarter.

Effect of closing an account – If you close your account before interest is credited, you will not receive the accrued interest.

Minimum balance to open – See schedule of fees and minimum balances.

Minimum balance to avoid imposition of fees – A Maintenance Fee will be imposed each quarter if the average collected balance for the quarter falls below the amount specified in the schedule of fees and minimum balances. The average collected balance is calculated by adding the collected principal in the account for each day of the period and dividing that figure by the number of days in the period.

Daily collected balance computation method – We use the daily collected balance method to calculate the interest on the account. This method applies a periodic rate to the full amount of the collected principal in the account each day.

Accrual of interest on non-cash deposits – Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items (for example, checks).

Transaction limitations – Transfers from this account to another account or to third parties by preauthorized, automatic or telephone transfer or by check, debit card, point-of-sale or similar order to third parties are limited to six per month. If you exceed these transfer limits we may close or reclassify your account.

Fees: A debit item fee will be charged for each debit transaction in excess of six during a statement cycle.

CERTIFICATES OF DEPOSIT

Rate Information - Please refer to our Summary of Deposit Rates Offered. You will be paid the disclosed rate until first maturity.

Compounding frequency - Interest will be compounded monthly, quarterly or annually.

Crediting frequency - Interest will be credited to your account monthly, quarterly, annually or at maturity. Interest can be credited to your account principle; credited

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directly to your Rabobank, N.A. Checking, Money Market or Savings Account; or credited to another bank account outside of Rabobank, N.A.

The frequency of compounding and crediting of interest will be determined and disclosed at the time the account is opened.

Minimum balance to open the account - See schedule of fees and minimum balances.

Daily balance computation method - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits - Interest begins to accrue on the business day you deposit noncash items (for example, checks).

Transaction limitations:

You may make deposits into your IRA certificate of deposit at any time. You may not make deposits into any other certificate of deposit before maturity.

You may not make withdrawals of principal from your account before maturity without penalty.

You can withdraw interest before maturity if you make arrangements with us for periodic payments of interest in lieu of crediting.

Early withdrawal penalties (a penalty may be imposed for withdrawals before maturity) -

- If your account has an original maturity equal to 29 days or less:
 - The fee we may impose will equal seven (7) days interest on the amount withdrawn subject to penalty at the rate in effect at the time of the early withdrawal.
- If your account has an original maturity of 30 days to three (3) months:
 - The fee we may impose will equal 30 days interest on the amount withdrawn subject to penalty at the rate in effect at the time of the early withdrawal.
- If your account has an original maturity of more than three (3) months to one (1) year:
 - The fee we may impose will equal three (3) months interest on the amount withdrawn subject to penalty at the rate in effect at the time of the early withdrawal.
- If your account has an original maturity of more than one (1) year:
 - The fee we may impose will equal six (6) months interest on the amount withdrawn subject to penalty at the rate in effect at the time of the early withdrawal.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

Withdrawal of interest prior to maturity - The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

Effect of closing an account - If you close your certificate of deposit account before interest is credited, you will not receive the accrued interest.

Automatically renewable time account - This account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period mentioned below, if any) or we receive written notice from you within the grace period mentioned below, if any. We can prevent renewal if we mail notice to you at least thirty (30) calendar days before maturity. If either you or we prevent renewal, interest will not accrue after final maturity.

If you do not wish to renew your account and your account has an original maturity of twenty-nine (29) days or less, you must withdraw your funds on the day your certificate of deposit matures to avoid a penalty. If your account has an original maturity of thirty (30) days or more, you will have ten (10) calendar days from maturity to withdraw the funds without a penalty. The ten (10) calendar days include the day your certificate of deposit matures.

Each renewal term will be the same as the original term, beginning on the maturity date. The interest rate will be the same we offer on new certificates of deposit on the maturity date which have the same term, minimum balance (if any) and other features as the original certificate of deposit.

ADDITIONAL SAVINGS ACCOUNT LIMITATIONS

We may require not less than 7 days notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings account as defined by Regulation D. Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal.

Please refer to the Bank’s Summary of Deposit Rates Offered for current interest rates and annual percentage yields.



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Addendum to Understanding Your Deposit Account (01/15)

The information in this addendum revises information disclosed in the Understanding Your Deposit Account brochure dated July 16, 2012. The changes are shown in bold italics.

Replace the "Taxpayer Identification Numbers; Backup Withholding" section on page 11 with the following:

Taxpayer Identification Numbers; Backup Withholding: Federal law and regulations require us to obtain a taxpayer identification for the account holder of each account, with certain limited exceptions. You are required to provide us with your taxpayer identification number under Section 6109 of the Internal Revenue Code. The taxpayer identification number for an individual is usually a Social Security number. The number is included on reports filed with the IRS concerning interest paid to you by the Bank.

You are required to certify under penalty of perjury that (1) that the taxpayer identification number given to us is correct; (2) whether you are exempt from backup withholding; and (3) whether you need to complete the exempt payee code field. We may furnish you with the form on which you make this certification. For example, in some cases, we may require you to complete the Substitute Form W-9 in the backup withholding section of the signature card, and in other cases, we may require you to complete an actual IRS Form W-9 that we provide to you or you obtain from the IRS website.

If you fail to provide your taxpayer identification number and certify that it is correct, or if you fail to certify that you are not subject to backup withholding or if the IRS notifies us that you have furnished an incorrect taxpayer identification number, then federal tax rules require us to withhold 31% of interest paid to you. We forward amounts withheld to the IRS.

Effective January 1, 2013, in accordance with US federal tax law, interest paid on deposits made by individuals who are not citizens or residents of the United States will be reported to tax authorities and may be subject to backup withholding. To establish that you are not a citizen or resident of the United States, you must provide a certification of your status on our certification form.

When an account earns \$10.00 or more of interest in a year, or if backup withholding is imposed, we will report the interest paid and the amount withheld to the IRS (and to the California Franchise Tax Board if your mailing address is in California). You will receive a copy of the information reported to the tax authorities.

Rabobank complies with the Foreign Account Tax Compliance Act ("FATCA") as mandated by U.S. federal tax law and Rabobank will accordingly withhold on certain payments when required by such law.

Replace the first paragraph of "Closing or Suspending Accounts" on page 4 with the following:

Closing or Suspending Accounts: Any authorized signer(s) may close your account at any time, with or without cause. We are not required to provide notice of such closure to the other authorized signers on the account. We may automatically close your account if the account balance is zero. At our discretion we may require the signatures of all account holders and/or authorized signers before permitting the withdrawal of funds or the closing or suspension of an account. In the event there is a dispute over the ownership or control of an account, ***or a dispute over the authority of a purported authorized signer, we may, but are not required to, either (1) freeze the account until the dispute is settled, (2) return checks or other items, marked "Return to Sender", or (3) close the account and send the balance to the address of record.*** However, we may, without liability to you, continue to honor checks and other instructions given to us by the individuals who appear as authorized signers according to our records.

Replace paragraph I. of "Telephone Funds Transfer Agreement and Disclosure" on page 12 with the following:

I. ***How to Notify Us of An Unauthorized Transfer.*** If you believe your Password has been lost or stolen, or that someone has transferred money without your permission, call: 1 (888) 945-6600 during regular business hours, or write: Rabobank, ***Operations***, P.O. Box 6002, Arroyo Grande, California 93421-6002.

Replace the first paragraph of K. of "Telephone Funds Transfer Agreement and Disclosure" on page 13 with the following:

K. ***Errors or Questions.*** In Case of Errors or Questions about your Transfers, telephone us Toll Free at 1 (888) 945-6600 during regular business hours, or write us at Rabobank, ***Operations***, P.O. Box 6002, Arroyo Grande, California 93421-6002 as soon as you can, if you think your statement is wrong or if you need more information about a Transfer listed on the statement or receipt. As a consumer, we must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

Replace the "ATM Transfers" section on page 14 with the following:

ATM Transactions - VISA®, NYCE, AND PLUS Networks - types of transfers, frequency and dollar limitations, and charges - You may access your account(s) by ATM using your ATM card and personal identification number or VISA® Check Card and personal identification number, to:

- make deposits to checking account(s) at Branch ATMs only

- make deposits to savings account(s) at Branch ATMs only
- get cash withdrawals from primary checking or savings account(s)
 - you may withdraw no more than \$510.00 per day
 - **you may make no more than ten transactions per day in any combination**
 - there is a charge for each withdrawal at a domestic non-Rabobank ATM
 - there is a charge for each withdrawal at an international non-Rabobank ATM
- transfer funds between primary savings and checking account(s)
 - **you may make no more than five transfers per day**
 - **you may transfer no more than \$310.00 per day**
- get information about:
 - the account balance of your checking and savings accounts
- pay for PIN-based purchases at point-of-sale terminals
 - you may make PIN-based purchases of no more than \$1,000 per day.
 - **you may make no more than ten transactions per day in any combination**

Some of these services may not be available at all terminals.

Replace the “Special Rules for VISA Check Card and Plus Transactions” section on page 15 with the following:

Special Rules for VISA® Check Card and Plus Transactions. For VISA® Check Card and Plus transactions, special lower liability limits apply for consumer accounts.

In a transaction where your VISA® Check Card is processed through a system other than the VISA® system, your liability for unauthorized use will not exceed \$50. This special \$50 liability limit will not apply if you do not tell us within 60 days after the statement was mailed to you. In that case, 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.

For transactions processed through the VISA® system or for transactions processed through Plus, you will have no liability for unauthorized transactions (that is, your liability will not exceed zero dollars) if you report the unauthorized transaction to us. This special zero liability limit will not apply if we determine that you were grossly negligent or fraudulent in the handling of your account or your VISA® Check Card.

If you notify us of a loss of funds due to an unauthorized transaction that was processed through VISA® or Plus using your VISA® Check Card, we will give you provisional credit of the money within five business days of your notice to us. We may require written confirmation from you before providing provisional credit, to the extent allowed under applicable law or governing rule.

Replace the final paragraph in the “Error Resolution Notice” section on page 16 with the following:

You may ask for copies of the documents that we used in our investigation.

RABOBANK, OPERATIONS
P.O. BOX 6002
ARROYO GRANDE, CALIFORNIA 93421-6002

Replace the third paragraph on page 17 of “Your Ability to Withdraw Funds” with the following:

For determining the availability of your ATM deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit at an ATM before **9:00 P.M.** Monday through Friday, on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after **9:00 P.M.** Monday through Friday, or on a day we are not open, we will consider that the deposit was made on the next business day we are open.



Rabobank, N.A.
Member FDIC
www.rabobankamerica.com
MKT-020h (12/14)



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Personal Savings Truth-In-Savings Disclosure

Rate information – Your interest rate and annual percentage yield may change. At our discretion, we may change the interest rate on your account at any time. The interest rate and annual percentage yield are disclosed on the Summary of Deposit Rates Offered.¹

Compounding and crediting frequency – Interest will be compounded every month. Interest will be credited to your account according to your statement cycle.

Minimum balance to open – The minimum balance to open this account is \$100.00. If the account is associated with Rewards Banking, the minimum balance to open is \$200.00.

The **Monthly Maintenance Fee** of \$5.00 is waived for each statement cycle in which you meet **ONE** of the following requirements:

- Average collected balance is at least \$300
- **OR** transfers from your personal Rabobank checking account to your Personal Savings account totaling \$50 or more during the statement cycle
- **OR** students ages 18 through 24 who are enrolled in a college, university or vocational program at account opening (current student ID or other valid proof of active enrollment required)

Daily collected balance computation method – We use the daily collected balance method to calculate the interest on the account. This method applies a periodic rate to the full amount of the collected principal in the account each day.

Accrual of interest on non-cash deposits – Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items (for example, checks).

Transaction limitations – Transfers from this account to another account or to third parties by preauthorized, automatic or telephone transfer or by check, debit card, point-of-sale or similar order to third parties are limited to six (6) per month. If you exceed these transfer limits we may close or reclassify your account.

Fees – A debit item fee of \$5.00 will be charged for each debit transaction (including those listed in transaction limitations above) in excess of six (6) during a statement cycle. Refer to your plan disclosure if the account is part of an IRA or other tax qualified plan.

See Understanding Your Deposit Account Agreement & Disclosures and Addendums for the terms and conditions that apply to deposit accounts and services. See Schedule of Fees and Minimum Balances for any additional charges and fees that may apply.

¹We reserve the right to require seven days advance notice before a withdrawal.



Rabobank

Rewards Banking Checking Truth-in-Savings Disclosure

Minimum Opening Balance

See Schedule of Fees and Minimum Balances for the minimum balance required to open a Rewards Banking checking account.

Transaction Limitations

There are no limitations on the number or dollar amount of withdrawals or deposits for a Rewards Banking checking account.

“Rewards Package”

When a Rewards Banking checking account is first opened, a Rewards Banking Package is established to recognize the customer’s full banking relationship with Rabobank, N.A. (“Rabobank”). The “Rewards Package” combines the customer’s Rewards Banking checking account with the customer’s other active qualifying Rabobank personal deposit accounts, products, and services to ensure proper product functioning and to determine qualification for a rewards level – Bronze, Silver, Gold, or Platinum. Every month, the customer’s banking relationship and Rewards Package is reviewed to determine the earned rewards level and the corresponding benefits available.

A Rewards Package will be established by combining active qualifying Rabobank personal deposit accounts, products, and services owned by the designated “primary owner” of the Rewards Banking checking account. Rewards Banking checking accounts held by more than one party, such as joint or multi-party accounts, can have only one designated primary owner. All other owners of such accounts will be considered “secondary owners” and their Rabobank personal deposit accounts, products, and services will not be automatically taken into consideration when establishing or reviewing the Rewards Package. A secondary owner’s qualifying personal deposit accounts, products, and services can be included when establishing a Rewards Package at the customer’s request. It is the customer’s responsibility to identify at account opening who will be designated as the primary account owner of any account with Rabobank when there is more than one owner for an account. It is also the customer’s responsibility to request inclusion of any secondary owner’s personal deposit accounts, products, and services when establishing a Rewards Package.

Newly opened qualifying personal deposit accounts that have the same designated primary owner as that on an existing primary Rewards Banking checking account will be included in the Rewards Package. However, if the designated primary owner of a qualifying personal deposit account is not identical to the designated primary owner of the existing primary Rewards Banking checking account, the new account will not be included in the Rewards Package automatically. Newly opened qualifying personal deposit accounts that have a designated primary owner that is the same as the secondary owner on an existing Rewards Banking checking account can be included in the Rewards Package at the customer’s request. Each qualifying personal account can be added to only one Rewards Package.

If the customer has an existing Rabobank personal checking account that is not a Rewards Banking checking account, but that is converted to a Rewards Banking checking account, it can take up to one (1) statement cycle for a new Rewards Package to be established. Similarly, if a primary Rewards Banking checking account within an existing Rewards Package is closed, but the customer has another Rewards Banking checking account that can become a primary

account for which a new Rewards Package may be established, it can take up to one (1) statement cycle for the new Rewards Package to be established.

Changes to account ownership or account type may change the customer's Rewards Package and may negatively impact the Rewards Banking benefits. It is the customer's responsibility to review and discuss any changes and impacts with their banker.

When a new Rewards Banking checking account is opened, the customer should review with their banker all active qualifying Rabobank deposit accounts, products, and services that should be included in the Rewards Package. The customer also should regularly review their monthly statements to ensure they are receiving their appropriate full Rewards Banking benefits. Customers should immediately notify Rabobank of any discrepancy in waiver of the Rewards Banking checking account monthly maintenance fee (if applicable) or receipt of their Rewards Banking benefits.

Refer to the Rewards Banking Customer Guide for more details on Rewards Banking Package establishment, benefits, maintenance, and restrictions.

Rewards Evaluation Period

Three (3) business days prior to the end of each statement cycle, Rabobank will evaluate the accounts, balances, transactions, products, and services enrolled in Rewards Banking to determine the applicable rewards level. The applicable rewards level will determine earned benefits. Certain rewards benefits will apply during the then current statement cycle, while other benefits will be effective for the statement cycle following the evaluation. Please refer to the "Rewards Benefits" section descriptions below for more information on the timing of specific Rewards Banking checking account benefits.

Meeting Eligibility Requirements for Rewards Banking Levels

Bronze level status is granted automatically to any active Rewards Banking checking account. To meet the eligibility requirements for the Silver, Gold, or Platinum rewards levels, the designated primary account owner must 1) maintain the required minimum average monthly account balance in the Rewards Banking checking account, or 2) maintain the required minimum combined monthly balance of all qualifying deposit accounts, or 3) have direct deposits of the amount specified in the Rewards Banking Customer Guide and enroll in, use, and maintain the minimum number of qualifying products and services.

To achieve a rewards level based on the minimum average monthly checking account balance or minimum combined personal deposit account balances, the minimum balance required for the corresponding rewards level, as detailed in the Rewards Banking Customer Guide, must be met.

See the Products and Services Usage Qualification Option discussion, below, and the Rewards Banking Customer Guide for more information on how to achieve a particular rewards level based on direct deposits and enrolling in and using qualifying product and services.

How Balances are Calculated to Determine Rewards Levels

The average monthly Rewards Banking checking account balance used is the average collected balance to date. The average collected balance to date is calculated by adding the collected principal in the Rewards Banking checking account for each day of the cycle and dividing that figure by the total number of days in the cycle. The combined monthly balance used is the combined average collected balance of all qualifying personal deposit accounts in the established Rewards Package.

Combining Balances of Qualifying Deposit Accounts

Only personal deposit accounts included in the established Rewards Package are considered when calculating combined balances. An account can be used only once towards meeting the eligibility requirements of any rewards level. Refer to the Rewards Package discussion, above, and the Rewards Banking Customer Guide for more information. Refer to the Rewards Banking Customer Guide for the types of personal deposit accounts that can be considered when calculating the combined monthly balance.

Products and Services Usage Qualification Option

A Rewards Banking checking account can qualify for a rewards level when a minimum of \$500 in direct deposits have been made to the Rewards Banking checking account during the evaluation period AND the designated primary account owner has enrolled in and maintained MINIMUM usage of qualifying products and services that correspond to the rewards levels.

Refer to the Rewards Banking Customer Guide for further details about qualifying for a rewards level by enrolling in and using products and services and the specific minimums that apply for each rewards level. Only products and services included in the established Rewards Package will be considered in determining whether the minimum enrollment and usage requirements have been met for a specific rewards level for a particular evaluation period.

Usage of the following products and services will be evaluated to determine whether the minimums for a particular rewards level have been met:

Online Bill Pays Each Month: The number of payment transactions processed from the Rewards Banking checking account using Rabobank's Personal Online Banking system.

Rabobank Credit Card: The fact that the customer has an open Rabobank credit card.

Rabobank Debit Card Purchases Each Month: The number of net purchases of goods or services using a Rabobank Visa Debit Card associated with the Rewards Banking checking account. ATM transactions and cash advances are not considered debit purchases.

Receive a Monthly eBill: The payment of a bill online from the Rewards Banking checking account that originated from or is associated with an electronic bill received using Rabobank's Personal Online Banking system.

Personal Loan Minimum Balances: The outstanding principal balance of all qualifying personal loans at the time of the Rewards Banking evaluation. Refer to the Rewards Banking Customer Guide for a list of qualifying personal loan types and other information about personal loan minimum balances.

eStatement: The fact that only eStatements instead of paper statements are received by the customer each month. Exclusive eStatement receipt is defined as a customer opting NOT to receive a paper statement AND opting to receive an electronic statement for their Rewards Banking checking account.

Continuous Years as Rabobank Customer: The number of years a customer has been with Rabobank is determined by the length of the designated primary account owner's continuous relationship with Rabobank, including with Rabobank's predecessor banks.

Rewards Benefits

The benefits that the Rewards Banking checking account owner will receive depend on the rewards level the account is in for a particular evaluation period. Only the designated primary account owner will receive these benefits. The Maintenance Fee Waiver for the Rewards Banking checking account is the only benefit available for accounts in a "non-owned" account type classification. See the Benefit Limitations for "Non-Owned" Account Type Classifications discussion, below, for further details. Refer to the Rewards Banking Customer Guide for more information about the specific benefits available for each rewards level. The following benefits may apply, depending on the rewards level for a particular evaluation period:

Increased Annual Percentage Yield (APY) on Personal Money Market Accounts: If the Rewards Banking checking account is evaluated at the Gold or Platinum rewards level, the APY on Personal Money Market accounts included in the established Rewards Package for the primary Rewards Banking checking account will be increased by the amount stated in the Rewards Banking Customer Guide for the corresponding rewards level for the statement cycle following evaluation. The increased APY will apply each day the customer is in a rewards level (Gold or Platinum) eligible for that increased APY. If the Rewards Banking checking account falls into a level that is not eligible for an increased APY, the APY on the Personal Money Market account will revert to the normal Personal Money Market APY. The amount of the APY and the APY increase are subject to change. Refer to Rabobank Summary of Deposit Rates Offered for current APYs. This benefit applies only to Personal Money Market accounts included in the established Rewards Package for the primary Rewards Banking checking account and does not apply to any other money market product. Refer to the Rewards Banking Customer Guide for more information about this benefit.

Increased Annual Percentage Yield (APY) on Rewards Banking Certificate of Deposit (CD): If the Rewards Banking checking account is evaluated at the Gold or Platinum rewards level, the APY on Rewards Banking CD accounts included in the established Rewards Package for the primary Rewards Banking checking account will be increased by the amount stated in the Rewards Banking Customer Guide for the corresponding rewards level for the statement cycle following evaluation. The increased APY will apply each day the customer is in a rewards level (Gold or Platinum) eligible for that increased APY. If the Rewards Banking checking account falls into a level that is not eligible for an increased APY, the APY will revert to the normal Rewards Banking CD APY. The amount of the APY and the APY increase are subject to change. Refer to the Rabobank Summary of Deposit Rates Offered for current APYs. If the customer withdraws their CD early, an early withdrawal penalty will apply; see CD disclosure for details. This benefit applies only to Rewards Banking CD accounts included in the established Rewards Package for the primary Rewards Banking checking account and does not apply to any other CD product. Refer to the Rewards Banking Customer Guide for more information about this benefit.

Maintenance Fee Waiver: The monthly maintenance fee for the Rewards Banking checking account will be waived for any current statement cycle in which the Rewards Banking checking account is evaluated at a Silver or higher rewards level. See the How to Avoid the Imposition of Maintenance Fees discussion, below, for more information about this benefit.

Personal Savings Account Maintenance Fee Waiver: The maintenance fee for ONE Personal Savings account will be waived for any current statement cycle when it is associated with the Rewards Banking checking account at the time the Personal Savings account maintenance fee would normally apply. The benefit is available for all rewards levels. See the

Schedule of Fees and Minimum Balances for the minimum opening balance required for Personal Savings accounts.

Discounts on Rabobank Personal Loans: If the Rewards Banking checking account is at a Silver or higher rewards level, the customer can receive a rate discount on eligible Rabobank personal loans. The discount that will apply is the discount corresponding to the rewards level the Rewards Banking checking account is in at the time of loan origination. Automatic payment of the personal loan from the Rewards Banking checking account is required to maintain the rate discount. Refer to the Rewards Banking Customer Guide for the amount of the rate discount at each rewards level and a list of personal loan products that are eligible for the rate discount. Subject to credit approval. Other terms and conditions related to a particular loan may apply.

Appraisal Fee Discounts on Home Mortgage Loans: If the Rewards Banking checking account is at a Silver or higher rewards level, the customer can receive a discount on the appraisal fee for a Rabobank first lien mortgage loan on the customer's primary residence. The maximum amount of the appraisal fee discount is the lesser of the actual amount of the appraisal fee or the "up to" dollar amount stated in the Rewards Banking Customer Guide for a particular rewards level ("appraisal fee discount cap"). The customer must pay the amount of the appraisal fee that exceeds the appraisal fee discount amount for the corresponding rewards level that the Rewards Banking checking account is in at the time the loan is closed. Refer to the Rewards Banking Customer Guide for the amount of the discount available at each rewards level, including the appraisal fee discount cap for each rewards level. Subject to credit approval. Other terms and conditions may apply. Not all mortgage loans are eligible; please contact your Rabobank mortgage loan representative for details and exclusions.

Discount on Safe Deposit Box Rental Fee: If the Rewards Banking checking account is at a Silver or higher rewards level, the customer can receive a discount on the annual fee for the rental of a Rabobank safe deposit. Customer must be eligible for applicable rewards level at the time of initial Safe Deposit Box rental and each renewal date thereafter in order to qualify for this rewards benefit. Refer to the Rewards Banking Customer Guide for the amount of the discount at each rewards level. Discounts are applied when the bill is due. Any outstanding balance will be deducted from the Rewards Banking checking account.

Non-Rabobank ATM Fee Reimbursements: If the Rewards Banking checking account is evaluated at a Silver or higher rewards level, Rabobank will reimburse a specified number of domestic ATM transaction fee(s) charged by Rabobank when a non-qualifying, non-Rabobank ATM is accessed during the current statement cycle. This will appear as a reimbursement on the customer statement, and will not post to the customer's account until the rewards evaluation occurs. The reimbursement(s) will apply to Rabobank ATM fees that occurred during the evaluation period. The customer is responsible for any fees charged by other institutions for the use of their ATMs. The number of fees that will be reimbursed corresponds to the rewards level the Rewards Banking checking account is in at the time of rewards evaluation. Refer to the Rewards Banking Customer Guide for rewards level details.

Overdraft Fee Reimbursement: If the Rewards Banking checking account is evaluated at a Gold or Platinum rewards level, Rabobank will reimburse a specified number of overdraft fees assessed to the Rewards Banking checking account during the current statement cycle. Overdraft fees assessed to any other account will not be reimbursed. The reimbursement(s) apply only to individual overdrafts that occurred during the evaluation period. The reimbursement will appear on customer statements, and will not post to the customer's account until the rewards evaluation occurs. The number of overdraft fees that will be reimbursed corresponds to the rewards level the Rewards Banking checking account is in at the time of rewards evaluation. Refer to the Rewards Banking Customer Guide for rewards level details. Rabobank is not obligated to honor a draft on an account that has non-sufficient funds. Daily overdraft charges, transfer fees, and nonsufficient funds fees will not be reimbursed. See the Schedule of Fees and Minimum Balances for the fee amounts for overdraft fees, daily overdraft charges, transfer fees, and nonsufficient funds fees.

Paper Statement Fee: The monthly fee to receive a paper statement for the Rewards Banking checking account is found in the Schedule of Fees and Minimum Balances. This fee is waived for all customers whose accounts are in a Platinum rewards level for the current evaluation period in which fee would otherwise be charged. The fee for the current statement cycle is also waived for customers whose Rewards Banking checking accounts are in a Silver or Gold rewards level if the designated primary owner of the Rewards Banking checking account is 60 years old, or greater, at the time the rewards evaluation

occurs. Customers who elect to receive eStatements exclusively will not be assessed a paper statement fee.

How to Avoid the Imposition of Maintenance Fees

A maintenance fee will be imposed on the Rewards Banking checking account each evaluation period if the account does not meet a Silver or higher rewards level. Refer to the Meeting Eligibility Requirements for Rewards Banking Levels paragraph, above, and the Rewards Banking Customer Guide for details on how to meet the eligibility requirements at a Silver or higher rewards level.

A customer can have multiple Rewards Banking checking accounts, but only one of those accounts can receive Rewards Banking benefits (including the maintenance fee waiver).

However, when the average monthly balance in an additional Rewards Banking checking account meets at least the Silver rewards level minimum, that additional account's maintenance fee may be waived. Use of products, services, loans, or other accounts, or the combined monthly balances of all qualifying deposit accounts, as described in the Rewards Banking Customer Guide, cannot be used to obtain a waiver of the maintenance fee for additional Rewards Banking checking accounts.

Additionally, the maintenance fee will be waived when the designated primary owner on the Rewards Banking checking account is 60 years old, or greater, at the time the rewards evaluation occurs. Refer to the Rewards Banking Customer Guide for more details.

Benefit Limitations for “Non-Owned” Account Type Classifications

A Rewards Package cannot be established when the Rewards Banking checking account is in a “non-owned” account type classification. A “non-owned” account type classification exists when a fiduciary is a caretaker of the account, but the fiduciary does not have direct ownership of the account (e.g., Guardians, Conservators, Executors, etc.). For such “non-owned” accounts, the account can qualify for waiver of the monthly maintenance fee only by maintaining the required average monthly checking account balances in the Rewards Banking checking account as described in the Rewards Banking Customer Guide. Use of services, loans, or other accounts, or the combined monthly balances of all qualifying deposit accounts, as described in the Rewards Banking Customer Guide, will not be a factor in determining whether to waive the monthly maintenance fee for a “non-owned” account. The waiver of the monthly maintenance fee is the only benefit that is available for a “non-owned” account and is available only when the account is at a Silver, Gold, or Platinum rewards level. None of the other Rewards Banking program benefits are available for “non-owned” accounts.

Verbal vs. Written Guarantees of Product Performance

The terms, conditions, and disclosures contained in the Understanding Your Deposit Account Agreement and Disclosures (UYDAAD), the UYDAAD Addendums, the Rewards Banking Customer Guide, and the Schedule of Fees and Minimum Balances may not be amended by oral agreement and supersede any verbal or other representation made by any Rabobank employee.

Amendments

Rabobank can change, alter, modify or discontinue rewards benefits at any time, and may or may not be required to notify customers of certain changes. See the Understanding Your Deposit Account Agreement & Disclosures and Addendums, Rewards Banking Customer Guide, and Schedule of Fees and Minimum Balances for terms and conditions that apply to deposit accounts and services.



Rabobank

Rewards Banking Checking with Interest Truth-in-Savings Disclosure

Rate Information

Your interest rate, annual percentage yield, and applicable tiers may change. This account is a tiered rate account. The interest rate and annual percentage yield disclosed on the Rabobank Summary of Deposit Rates Offered will be applied to the entire collected daily balance of the applicable tier. The applicable interest rate and annual percentage yield for each tier is determined at the bank's discretion and may change at any time.

Daily Collected Balance Computation Method

We use the daily collected balance method to calculate the interest on the account. This method applies a periodic rate to the full amount of the collected principal in the account each day.

Accrual of Interest on Non-Cash Deposits

Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items (for example, checks).

Compounding and Crediting Frequency

Interest will be compounded every month. Interest will be credited to your account every month.

Minimum Opening Balance

See Schedule of Fees and Minimum Balances for the minimum balance required to open a Rewards Banking with Interest checking account.

Transaction Limitations

There are no limitations on the number or dollar amount of withdrawals or deposits for a Rewards Banking with Interest checking account.

“Rewards Package”

When a Rewards Banking with Interest checking account is first opened, a Rewards Banking Package is established to recognize the customer's full banking relationship with Rabobank. The “Rewards Package” combines the customer's Rewards Banking with Interest checking account with the customer's other active qualifying Rabobank personal deposit accounts to ensure proper product functioning and to determine qualification for a rewards level – Bronze, Silver, Gold, or Platinum. Every month, the customer's banking relationship and Rewards Package is reviewed to determine the earned rewards level and the corresponding benefits available.

A Rewards Package will be established by combining active qualifying Rabobank personal deposit accounts owned by the designated “primary owner” of the Rewards Banking with Interest checking account. Rewards Banking with Interest checking accounts held by more than one party, such as joint or multi-party accounts, can have only one designated primary owner. All other owners of such accounts will be considered “secondary owners” and their Rabobank personal deposit accounts will not be automatically taken into consideration when establishing or reviewing the Rewards Package. A secondary owner's qualifying accounts, products, and

services can be included when establishing a Rewards Package at the customer's request. It is the customers' responsibility to identify at account opening who will be designated as the primary account owner of any account with Rabobank when there is more than one owner for an account. It is also the customer's responsibility to request inclusion of any secondary owner's accounts, products, and services when establishing a Rewards Package.

Newly opened qualifying personal deposit accounts that have the same designated primary owner as that on an existing primary Rewards Banking with Interest checking account will be included in the Rewards Package. However, if the designated primary owner of a qualifying personal deposit account is not identical to the designated primary owner of the existing primary Rewards Banking with Interest checking account, the new account will not be included in the Rewards Package automatically. Newly opened qualifying personal deposit accounts that have a designated primary owner that is the same as the secondary owner on an existing Rewards Banking with Interest checking account can be included in the Rewards Package at the customer's request. Each qualifying personal deposit account can be added to only one Rewards Package.

If the customer has an existing Rabobank personal checking account that is not a Rewards Banking with Interest checking account, but that is converted to a Rewards Banking with Interest checking account, it can take up to one (1) statement cycle for a new Rewards Package to be established. Similarly, if a primary Rewards Banking with Interest checking account within an existing Rewards Package is closed, but the customer has another Rewards Banking with Interest checking account that can become a primary account for which a new Rewards Package may be established, it can take up to one (1) statement cycle for the new Rewards Package to be established.

Changes to ownership or account type may change the customer's Rewards Package and may negatively impact your Rewards Banking benefits. It is the customer's responsibility to review and discuss any changes and impacts with their banker.

When a new Rewards Banking with Interest checking account is opened, the customer should review with their banker all active qualifying Rabobank deposit accounts that should be included in the Rewards Package. The customer also should regularly review their monthly statements to ensure they are receiving their appropriate full Rewards Banking benefits. Customers should immediately notify Rabobank of any discrepancy in waiver of the Rewards Banking with Interest checking account monthly maintenance fee (if applicable) or receipt of their Rewards Banking benefits. Refer to the Rewards Banking Customer Guide for more details on Rewards Banking Package establishment, maintenance, and restrictions.

Rewards Evaluation Period

Three (3) business days prior to the end of each statement cycle, Rabobank will evaluate the accounts balances enrolled in Rewards Banking to determine the applicable rewards level. The applicable rewards level will determine earned benefits. Certain rewards benefits will apply during the then current statement cycle, while other benefits will be effective for the statement cycle following the evaluation. Please refer to the "Rewards Benefits" section descriptions below for more information on the timing of specific Rewards Banking with Interest checking account benefits.

Meeting Eligibility Requirements for Rewards Banking Levels

Bronze level status is granted automatically to any active Rewards Banking with Interest checking account. To meet the eligibility requirements for the Silver, Gold, and Platinum rewards levels, the designated primary account owner must either maintain the required minimum average monthly account balance in the Rewards Banking with Interest checking account OR maintain the required minimum combined monthly balance of all qualifying personal deposit accounts. Refer to the Rewards Banking Customer Guide for average monthly checking

account minimum balances and combined monthly balances of qualifying personal deposit accounts required to qualify for Silver, Gold, or Platinum rewards levels.

How Balances are Calculated to Determine Rewards Levels

The average monthly Rewards Banking with Interest checking account balance used is the average collected balance to date. The average collected balance to date is calculated by adding the collected principal in the account for each day of the cycle and dividing that figure by the total number of days in the cycle. The combined monthly balance used is the combined average balance cycle to date of all qualifying personal deposit accounts included in the established Rewards Package.

Combining Balances of Qualifying Deposit Accounts

Only personal deposit accounts included in the established Rewards Package are considered when calculating combined balances. An account can be used only once towards meeting the eligibility requirements of any rewards level. Refer to the “Rewards Package” discussion, above, and the Rewards Banking Customer Guide for more information. Refer to the Rewards Banking Customer Guide for the types of personal deposit accounts that can be considered when calculating combined monthly balances.

Rewards Benefits

The benefits that the Rewards Banking with Interest checking account owner will receive depend on the rewards level the account is in for a particular evaluation period. Only the designated primary account owner will receive these benefits. The Maintenance Fee Waiver for the Rewards Banking with Interest checking account is the only benefit available for accounts in a “non-owned” account type classification. See the Benefit Limitations for “Non-Owned” Account Type Classifications discussion, below, for further details. Refer to the Rewards Banking Customer Guide for more information about the specific benefits available for each rewards level. The following benefits may apply, depending on the rewards level for a particular evaluation period:

Increased Annual Percentage Yield (APY) on Personal Money Market Accounts: If the Rewards Banking with Interest checking account is at the Gold or Platinum rewards level, the APY on Personal Money Market accounts included in the established Rewards Package for the primary Rewards Banking with Interest checking account will be increased by the amount stated in the Rewards Banking Customer Guide for the corresponding rewards level for the statement cycle following evaluation. The increased APY will apply each day the customer is in a rewards level (Gold or Platinum) eligible for that increased APY. If the Rewards Banking with Interest checking account falls into a level that is not eligible for an increased APY, the APY on the Personal Money Market account will revert to the normal Personal Money Market APY. The amount of the APY and the APY increase are subject to change. Refer to Rabobank Summary of Deposit Rates Offered for current APYs. This benefit applies only to Personal Money Market accounts included in the established Rewards Package for the primary Rewards Banking with Interest checking account and does not apply to any other money market product. Refer to the Rewards Banking Customer Guide for more information about this benefit.

Increased Annual Percentage Yield (APY) on Rewards Banking Certificate of Deposit (CD): If the Rewards Banking with Interest checking account is at the Gold or Platinum rewards level, the APY on Rewards Banking CD accounts included in the established Rewards Package for the primary Rewards Banking with Interest checking account will be increased by the amount stated in the Rewards Banking Customer Guide corresponding rewards level for the statement cycle following evaluation. The increased APY will apply each day the customer is in a rewards level (Gold or Platinum) eligible for that increased

APY. If the Rewards Banking with Interest checking account falls into a level that is not eligible for an increased APY, the APY will revert to the normal Rewards Banking CD APY. The amount of the APY and the APY increase are subject to change. Refer to the Rabobank Summary of Deposit Rates Offered for current APYs. If the customer withdraws their CD early, an early withdrawal penalty will apply; see CD disclosure for details. This benefit applies only to Rewards Banking CD accounts included in the established Rewards Package for the primary Rewards Banking with Interest checking account and does not apply to any other CD product. Refer to the Rewards Banking Customer Guide for more information about this benefit.

Maintenance Fee Waiver: The monthly maintenance fee for the Rewards Banking with Interest checking account will be waived for any current statement cycle in which the Rewards Banking with Interest checking account is at a Silver or higher rewards level. See the Minimum Balance to Avoid Imposition of Maintenance Fees discussion, below, for more information about this benefit.

Personal Savings Account Maintenance Fee Waiver: The maintenance fee for ONE Personal Savings account will be waived for any current statement cycle when it is associated with the Rewards Banking with Interest checking account at the time the Personal Savings account maintenance fee would normally apply. The benefit is available for all rewards levels. See the Schedule of Fees and Minimum Balances for the minimum opening balance required for Personal Savings accounts.

Discounts on Rabobank Personal Loans: If the Rewards Banking with Interest checking account is at a Silver or higher rewards level, the customer can receive an additional rate discount on eligible Rabobank personal loans. The discount that will apply is the discount corresponding to the rewards level the Rewards Banking with Interest checking account is in at the time of loan origination. Automatic payment of the Personal Loan from the Rewards Banking with Interest checking account is required to maintain the rate discount. Refer to the Rewards Banking Customer Guide for the amount of the rate discount at each rewards level and a list of personal loan products that are eligible for the rate discount. Subject to credit approval. Other terms and conditions related to a particular loan may apply.

Appraisal Fee Discounts on Home Mortgage Loans: If the Rewards Banking with Interest checking account is at a Silver or higher rewards level, the customer can receive a discount on the appraisal fee for a Rabobank first lien mortgage loan on the customer's primary residence. The maximum amount of the appraisal fee discount is the lesser of the actual amount of the appraisal fee or the "up to" dollar amount stated in the Rewards Banking Customer Guide for a particular rewards level ("appraisal fee discount cap"). The customer must pay the amount of the appraisal fee that exceeds the appraisal fee discount amount for the corresponding rewards level that the Rewards Banking with Interest checking account is in at the time the loan is closed. Refer to the Rewards Banking Customer Guide for the amount of the discount available at each rewards level, including the appraisal fee discount cap amount for each reward level. Subject to credit approval. Other terms and conditions may apply. Not all mortgage loans are eligible; please contact your Rabobank mortgage loan representative for details and exclusions.

Discount on Safe Deposit Box Rental Fee: If the Rewards Banking with Interest checking account is at a Silver or higher rewards level, the customer can receive a discount on the annual fee for the rental of a Rabobank safe deposit box. Customer must be eligible for applicable rewards level at the time of initial Safe Deposit Box rental and each renewal date thereafter in order to qualify for continued reward. Refer to the Rewards Banking Customer Guide for the amount of the discount at each rewards level. Discounts are applied when the bill is due. Any outstanding balance will be deducted from the Rewards Banking with Interest checking account.

Non-Rabobank ATM Fee Reimbursements: If the Rewards Banking with Interest checking account is at a Silver or higher rewards level, Rabobank will reimburse a specified number of domestic ATM transaction fee(s) charged by Rabobank when a non-qualifying, non-Rabobank ATM is accessed during the current statement cycle. This will appear as a reimbursement on customer statements, and will not post to the customer's account until the rewards evaluation occurs. The reimbursement(s) will apply to Rabobank ATM fees that occurred during the evaluation period. The customer is responsible for any fees charged by other institutions for the use of their ATMs. The number of fees that will be reimbursed corresponds to the rewards level the Rewards Banking with Interest checking account is in at the time of rewards evaluation. Refer to the Rewards Banking Customer Guide for rewards level details.

Overdraft Fee Reimbursement: If the Rewards Banking with Interest checking account is at a Gold or Platinum rewards level, Rabobank will reimburse a specified number of overdraft fees assessed to the Rewards Banking with Interest checking account during the current statement cycle. Overdraft fees assessed to any other account will not be reimbursed. The reimbursement(s) apply only to individual overdrafts that occurred during the evaluation period. The reimbursement will appear on customer statements, and will not post to the customer's account until the rewards evaluation occurs. The number of overdraft fees that will be reimbursed corresponds to the rewards level the Rewards Banking with Interest checking account is in at the time of rewards evaluation. Refer to the Rewards Banking Customer Guide for rewards level details. Rabobank is not obligated to honor a draft on an account that has non-sufficient funds. Daily overdraft charges, transfer fees, and nonsufficient funds fees will not be reimbursed. See the Schedule of Fees and Minimum Balances for the fee amounts for overdraft fees, daily overdraft charges, transfer fees, and nonsufficient funds fees.

Paper Statement Fee: The monthly fee to receive a paper statement for the Rewards Banking with Interest checking account is found in the Schedule of Fees and Minimum Balances. This fee is waived for all customers whose accounts are in a Platinum rewards level for the evaluation period in which fee would otherwise be charged. The fee for the current statement cycle is also waived for customers whose Rewards Banking with Interest checking accounts are in a Silver or Gold rewards level if the designated primary owner of the Rewards Banking with Interest checking account is 60 years old, or greater, at the time the rewards evaluation occurs. Customers who elect to receive eStatements exclusively will not be assessed a paper statement fee.

Minimum Balance to Avoid Imposition of Maintenance Fees

A maintenance fee will be imposed each statement cycle if the customer does not meet a Silver or higher rewards level by maintaining the required minimum average monthly balance Rewards Banking with Interest checking account OR the required minimum combined monthly balance of all qualifying personal deposit accounts. Refer to the Rewards Banking Customer Guide for minimum balances and minimum combined balances required to qualify for a Silver or higher rewards level.

A customer can have multiple Rewards Banking with Interest checking accounts, but only one of those accounts can receive Rewards Banking benefits (including the maintenance fee waiver). However, when the average monthly balance in an additional account meets at least the Silver rewards level minimum, that additional account's maintenance fee may be waived. Meeting the minimum combined monthly balances of all qualifying personal deposit accounts requirement, as described in the Rewards Banking Customer Guide, cannot be used to obtain a waiver of the maintenance fee for additional accounts.

Benefit Limitations for “Non-Owned” Account Type Classifications

A Rewards Package cannot be established when the Rewards Banking with interest checking account is in a “non-owned” account type classification. A “non-owned” account type classification exists when a fiduciary is a caretaker of the account, but the fiduciary does not have direct ownership of the account (e.g., Guardians, Conservators, Executors, etc.). For such “non-owned” accounts, the account can qualify for waiver of the monthly maintenance fee only by maintaining the required average monthly checking account minimum balances in the Rewards Banking with Interest checking account as described in the Rewards Banking Customer Guide. Maintaining combined monthly balances of all qualifying deposit accounts, as described in the Rewards Banking Customer Guide, will not be a factor in determining whether to waive the monthly maintenance fee for a “non-owned” account. The waiver of the monthly maintenance fee is the only benefit that is available for a “non-owned” account and is available only when the account is at a Silver, Gold, or Platinum rewards level. None of the other Rewards Banking program benefits are available for “non-owned” accounts.

Verbal vs. Written Guarantees of Product Performance

The terms, conditions, and disclosures contained in the Understanding Your Deposit Account Agreement and Disclosures (UYDAAD), the UYDAAD Addendums, the Rewards Banking Customer Guide, and the Schedule of Fees and Minimum Balances may not be amended by oral agreement and supersede any verbal or other representation made by any Rabobank employee.

Amendments

Rabobank can change, alter, modify or discontinue rewards benefits at any time, and may or may not be required to notify customers of certain changes. See the Understanding Your Deposit Account Agreement & Disclosures and Addendums, Rewards Banking Customer Guide, and Schedule of Fees and Minimum Balances for terms and conditions that apply to deposit accounts and services.



Business Rewards Banking Checking General Terms and Conditions

These accounts are not consumer accounts to which the Truth in Savings Act applies.

Account Types

Business Rewards Banking is a suite of business checking account products consisting of Silver Business Rewards Checking, Gold Business Rewards Checking, and Platinum Business Rewards Checking. Differing rewards and benefits apply depending on what type of account is opened (Silver, Gold, or Platinum). In addition to the information below, please refer to the Business Rewards Banking Customer Guide for further details about Business Rewards Banking checking account products.

Minimum Balance to Open

See Schedule of Fees and Minimum Balances for the minimum balances required to open each Business Rewards Banking checking account product type.

Primary Account

Certain Business Rewards Banking benefits apply only to the Primary Business Rewards Banking checking account held by a customer. The Primary Business Rewards Banking checking account is generally the first Business Rewards Banking checking account opened, unless otherwise designated by the customer, and is identified on the monthly statement.

Rewards Package

When a Business Rewards Banking checking account is first opened, a Rewards Package is established to recognize the customer's full banking relationship with Rabobank. The Rewards Package combines the customer's Business Rewards Banking checking account with the customer's other active qualifying Rabobank deposit accounts, products, and services to ensure proper product functioning and determine qualification for reimbursement of the monthly maintenance fee.

A Rewards Package will be established by combining only the active qualifying Rabobank accounts, products, and services owned by the designated primary owner of the Business Rewards Banking checking account. Accounts or services held by anyone with a secondary relationship, such as authorized signers or fiduciaries of a Business Rewards Banking checking account, will not be taken into consideration in establishing a Rewards Package. It is the customer's responsibility to identify who will be the primary account owner of any account with Rabobank when there is more than one owner for an account.

Newly opened qualifying accounts with ownership identical to an existing Primary Business Rewards Banking checking account will be included in the Rewards Package. However, if the ownership of a qualifying account is not identical to an existing Primary Business Rewards Banking checking account, the account will not be included in the Rewards Package. For example, accounts owned by different business entities where there is a common account signer will not be included in the Rewards Package.

If the customer has an existing Rabobank account that is not a Business Rewards Banking checking account, but that is converted to a Business Rewards Banking checking account, it can take up to one (1) statement cycle for a new Rewards Package to be established. Similarly, if a Primary Business Rewards Banking checking account within an existing Rewards Package is closed, but the customer has another Business Rewards Banking checking account that can

become a Primary account for which a new Rewards Package may be established, it can take up to one (1) statement cycle for the new Rewards Package to be established.

Changes to ownership or account type may change the customer's Rewards Package and negatively impact business rewards benefits. It is the customer's responsibility to review and discuss any changes and impacts with their banker.

When a new Business Rewards Banking checking account is opened, it is the customer's responsibility to review with their banker all active qualifying Rabobank accounts, products, and services that should be included in the Rewards Package. It also is the customer's responsibility to regularly review their monthly statements to ensure they are receiving their appropriate full Business Rewards Banking benefits. Customers should immediately notify Rabobank of any discrepancy in reimbursement of the monthly maintenance fee (if applicable) or receipt of their rewards benefits.

Refer to the Business Rewards Banking Customer Guide for more details on Rewards Package establishment, benefits, maintenance, and restrictions.

Rewards Benefits

Refer to the Business Rewards Banking Customer Guide for more information about the specific benefits available for each account type. The following benefits are available for Business Rewards Banking checking accounts, but the account type will determine whether a particular benefit is available, the amount of the benefit, and the limitations that may apply to the benefit:

Increased Annual Percentage Yield (APY) on Rabobank Business Money Market

Accounts: The APY on Rabobank Business Money Market accounts associated with a Gold or Platinum Primary Business Rewards Banking checking account will be increased by the amount stated in the Business Rewards Banking Customer Guide. This benefit does not apply to other money market products. The increased APY will apply each day the Primary Business Rewards Banking checking account remains a Gold or Platinum account. If the account is closed or changed to a different type of checking account, the APY on the Business Money Market account will revert to a lower APY, as appropriate, based on the type of checking account the customer holds. The amount of the APY and the APY increase is subject to change. Refer to the Rabobank Summary of Deposit Rates Offered for current APYs. This benefit is not available for accounts in a "non-owned" account type classification. See the Benefit Limitations for "Non-Owned" Account Type Classifications discussion, below, for further details.

Increased Annual Percentage Yield on Rabobank Business Rewards Certificate of Deposit (CD)

The APY on Rabobank Business Rewards CDs associated with a Gold or Platinum Primary Business Rewards Banking checking account will be increased by the amount stated in the Business Rewards Banking Customer Guide. This benefit does not apply to other CD products. The increased APY will apply each day the Primary Business Rewards Banking checking account remains a Gold or Platinum account. If the account is closed or changed to a different type of checking account, the APY on the CD will revert to a lower APY, as appropriate, based on the type of checking account the customer holds. The amount of the APY and the APY increase is subject to change. Refer to the Rabobank Summary of Deposit Rates Offered for current APYs. If a business customer withdraws their CD early, an early withdrawal penalty will apply. This benefit is not available for accounts in a "non-owned" account type classification. See the Benefit Limitations for "Non-Owned" Account Type Classifications discussion, below, for further details.

Bill Pay Limitations and Fees: A monthly fee is assessed to businesses enrolled in online banking with Bill Pay. The monthly fee for Standard Bill Pay, as reflected in the Schedule of Fees and Minimum Balances, will be reimbursed to Business Rewards Banking checking

accounts with active Bill Pay. In addition to the monthly fee, per payment fees apply if payments made through Bill Pay exceed 20 payments per month. These excess per payment fees will not be reimbursed to Business Rewards Banking checking accounts. For businesses enrolled in Premium Bill Pay or Pre-funded ACH Bill Pay, higher monthly fees are assessed. A refund equal to the amount of the Standard Bill Pay plan fee will be credited against the monthly fee for the Premium Bill Pay and Pre-funded ACH Bill Pay plans; the full amount of the monthly fee for the Premium Bill Pay or Pre-funded ACH Bill Pay plans will not be credited. See Schedule of Fees and Minimum Balances for monthly fees applicable to the different Bill Pay plans. If Bill Pay is not used for 90 days or more, the service will be disabled.

Cash Deposit Limitations and Fees: Business Rewards Banking customers may process cash deposits up to certain dollar amount limits (“monthly threshold”) per statement cycle at no additional charge. Refer to the Business Rewards Banking Customer Guide for the monthly thresholds that apply to each Business Rewards Banking checking account type. Fees for cash deposits that exceed the applicable monthly threshold will apply. See Schedule of Fees and Minimum Balances for fees that apply to cash deposits that exceed the applicable monthly threshold.

Remote Deposit Capture Discount: Business Rewards Banking checking accounts to which a monthly Remote Deposit Capture fee is assessed will receive a discount on the fee. The amount of the discount will depend on whether the account is a Silver, Gold, or Platinum Business Rewards Banking checking account. Refer to the Business Rewards Banking Customer Guide for the amount of the discount for each Business Rewards Banking checking account type. See Addendum A of the Remote Deposit Capture Agreement for pricing for Remote Deposit Capture.

Business Credit Card with Rewards Annual Fee Waiver: The annual fee will be waived on a Rabobank VISA® Business Bonus Rewards Card or Rabobank VISA® Business Card. The annual fee waiver does not apply to any other credit card. Rabobank VISA® Business Bonus Rewards Cards and Rabobank VISA® Business Cards are issued and underwritten by Elan Financial Services and are available only on approved credit. Other fees and charges may apply for use of a Rabobank VISA® Business Bonus Rewards Card or Rabobank VISA® Business Card. See the credit card account agreement for the amount of the annual fee.

First Check Order Discount: Platinum Business Rewards Checking accounts will receive a discount on select items as part of the first checking product order placed with Rabobank’s exclusive provider of check services. Refer to the Business Rewards Banking Customer Guide for the amount of the discount for Platinum Business Rewards Checking accounts.

eStatement Adoption Discount: Business Rewards Banking customers receive a discount on the monthly maintenance fee if they opt to no longer receive paper statements but to instead receive account statements electronically only (eStatements) for their Business Rewards Banking checking account. This discount applies only to customers who do not receive a reimbursement of their monthly maintenance fee.

Incoming Wires: Fees are assessed for all incoming wire transactions. Platinum Business Rewards Checking accounts will receive a reimbursement for a limited number of incoming wire fees. Refer to the Business Rewards Banking Customer Guide for the number of incoming wire fees that will be reimbursed. See Schedule of Fees and Minimum Balances for wire transaction fee amounts.

Transactional Item Limitations and Fees: Each different Business Rewards Banking checking account type is subject to different transaction item limitations and fees:

Silver Business Rewards Checking

This account type is designed for accounts in which the combined debit and/or credit transactions (“transactional items”) total 100 or fewer per month. There is no additional

charge for processing the first 100 transactional items per statement cycle, in any combination of debits and credits. Transactional items include any combination of deposit slips, paid items, and deposited items. ACH and Remote Deposit Capture credits to the account do not count toward the transactional item limitation. A per item fee will be charged for each item in excess of 100 transactional items, in any combination, during a statement cycle. See Schedule of Fees and Minimum Balances for excessive transactional item fee amount.

Gold Business Rewards Checking

This account type is designed for accounts in which the combined debit and/or credit transactions (“transactional items”) total 250 or fewer per month. There is no additional charge for processing the first 250 transactional items per statement cycle, in any combination of debits and credits. Transactional items include any combination of deposit slips, paid items, and deposited items. ACH and Remote Deposit Capture credits do not count toward the transactional item limitation. A per item fee will be charged for each item in excess of 250 transactional items, in any combination, during a statement cycle. See Schedule of Fees and Minimum Balances for excessive transactional item fee amount.

Platinum Business Rewards Checking

This account type is designed for accounts in which the combined debit and/or credit transactions (“transactional items”) total 450 or fewer per month. There is no additional charge for processing the first 450 transactional items per statement cycle, in any combination of debits and credits. Transactional items include any combination of deposit slips, paid items, and deposited items. ACH and Remote Deposit Capture credits do not count toward the transactional item limitation. A per item fee will be charged for each item in excess of 450 transactional items, in any combination, during a statement cycle. See Schedule of Fees and Minimum Balances for excessive transactional item fee amount.

Maintenance Fee Reimbursement

A maintenance fee will be imposed on the Business Rewards Banking checking account each statement cycle. See Schedule of Fees and Minimum Balances for the amount of the maintenance fee. If an account is the Primary Business Rewards Banking checking account, the maintenance fee will be reimbursed to the account if the average collected balance in the account for the statement cycle meets or exceeds the amount specified in the Schedule of Fees and Minimum Balances, if the average combined monthly balance on all qualifying accounts meets or exceeds the amount specified in the Schedule of Fees and Minimum Balances, or if the number of qualifying products and services specified in the Business Rewards Banking Customer Guide are being used in connection with the account.

For accounts other than the Primary Business Rewards Banking checking, the maintenance fee will be reimbursed only if the average collected balance in that account for the statement cycle meets or exceeds the amount specified in the Schedule of Fees and Minimum Balances. Accounts other than the Primary Business Rewards Banking checking account do not qualify for monthly maintenance fee reimbursement through combined balances or use of qualifying products and services.

Accounts in a “non-owned” account type classification can qualify for reimbursement of the monthly maintenance fee only by maintaining the required average monthly checking account balances in the Business Rewards Banking checking account. Use of combined monthly balances or use of qualifying products and services will not be a factor in determining whether to reimburse the monthly maintenance fee for a “non-owned” account. See the Benefit Limitations for “Non-Owned” Account Type Classifications discussion, below, for more information on “non-owned” accounts.

Maintenance Fee Reimbursement Evaluation Period

Three (3) days prior to the end of a statement cycle, Rabobank will evaluate the balances, transactions, and services enrolled in Business Rewards Banking to determine qualification for a monthly maintenance fee reimbursement for that statement cycle.

How Balances are Calculated

The average collected balance is calculated by adding the collected principal in the Business Rewards Banking checking account for each day of the statement cycle and dividing that figure by the number of days in the statement cycle.

Combining Balances

With the exception of Platinum Business Rewards Checking accounts, only business deposit accounts are considered when calculating combined balances. Refer to the Business Rewards Banking Customer Guide for a list of the business deposit account types that may be used to meet the combined monthly balance threshold. For Primary Platinum Business Rewards Checking accounts, the outstanding balances on certain business loans also may be used when considering the combined monthly balance. Refer to the Business Rewards Banking Customer Guide for a list of the business loan types that may be used to meet the combined monthly balance threshold. An account can be used only once toward meeting the eligibility requirements of any relationship. Only accounts with identical ownership to the existing Primary Business Rewards Banking checking account will be used when calculating combined balances.

Qualifying Product and Service Usage

Business Rewards Banking allows customers to connect Remote Deposit Capture, Merchant Card Services, and Payroll Services to their Rewards Package. Enrollment in and usage of these products and services in connection with the Primary Business Rewards Banking checking account may result in the reimbursement of the monthly maintenance fee on the Primary Business Rewards Banking checking account. Must be active customers of the bank at the time they enroll in a qualifying business product or service in order for the product or service to be included in a Rewards Package.

A customer intending to qualify for reimbursement of the monthly maintenance fee through use of qualifying products and services will not qualify for reimbursement until one (1) statement cycle after all the selected product(s) or service(s) enrollments are processed. Refer to the Business Rewards Banking Customer Guide for the number of products and services that must be used to qualify for a maintenance fee reimbursement for each account type.

The products and services that may be used to qualify for the maintenance fee reimbursement are as follows:

Remote Deposit Capture: Remote Deposit Capture (“RDC”) allows the customer to electronically scan their items for deposit. See Rabobank Remote Deposit Capture terms and conditions for pricing and further details.

Rabobank Merchant Card Services: Rabobank Merchant Card Services, powered by Vantiv, is the preferred Merchant Card Services vendor for Rabobank, N.A.

BenefitMall Payroll Services: BenefitMall Payroll Services is the preferred Payroll Services vendor for Rabobank, N.A. This service cannot be used as a qualifying service for Silver Business Rewards Checking accounts.

Benefit Limitations for “Non-Owned” Account Type Classifications

A Rewards Package cannot be established when the account is in a “non-owned” account type classification. A “non-owned” account type classification exists when a fiduciary is a

caretaker of the account, but the fiduciary does not have direct ownership of the account (e.g., Guardians, Conservators, Executors, etc.). For such “non-owned” accounts, the account can qualify for reimbursement of the monthly maintenance fee only by maintaining the required average monthly checking account balances in the Business Rewards Banking checking account. Use of combined monthly balances or use of qualifying products and services, as described in the Business Rewards Banking Customer Guide, will not be a factor in determining whether to reimburse the monthly maintenance fee for a “non-owned” account.

Verbal vs. Written Guarantees of Product Performance

The terms, conditions, and disclosures contained in the Understanding Your Deposit Account Agreement and Disclosures (“UYDAAD”), the UYDAAD Addendums, the Business Rewards Banking Customer Guide, and the Schedule of Fees and Minimum Balances may not be amended by oral agreement and supersede any verbal or other representation made by any Rabobank employee.

Amendments

Rabobank can change, alter, modify, or discontinue rewards benefits at any time, and may or may not be required to notify customers of certain changes. See Understanding Your Deposit Account Agreement & Disclosures (“UYDAAD”), the UYDAAD Addendums, the Business Rewards Banking Customer Guide, and the Schedule of Fees and Minimum Balances for the terms and conditions that apply to deposit accounts and services.

Refer to the Business Rewards Banking Customer Guide for additional information about general terms and conditions and rewards, benefits, and qualifications for each type of Business Rewards Banking checking account.



Business Rewards Banking with Interest General Terms and Conditions

These accounts are not consumer accounts to which the Truth in Savings Act applies.

Account Types

Business Rewards Banking with Interest is a suite of business checking account products consisting of Silver Business Rewards Checking with Interest, Gold Business Rewards Checking with Interest, and Platinum Business Rewards Checking with Interest checking accounts. These accounts are available only to sole proprietors and non-profit organizations and offer the convenience of check writing with the added benefit of earning interest on account balances. Differing rewards and benefits apply depending on what type of account is opened (Silver, Gold, or Platinum). In addition to the information provided below, please refer to the Business Rewards Banking Customer Guide for further details about Business Rewards Banking with Interest checking account products.

Minimum Opening Balance

See Schedule of Fees and Minimum Balances for the minimum balances required to open each Business Rewards Banking with Interest checking account product type.

Rate Information

The interest rate, annual percentage yield, and applicable tiers may change. This account is a tiered rate account. The interest rate and annual percentage yield disclosed on the Rabobank Summary of Deposit Rates Offered will be applied to the entire collected daily balance of the applicable tier. The applicable interest rate for each tier is determined at the bank's discretion and may change at any time.

Compounding and Crediting Frequency

Interest will be compounded every month. Interest will be credited to the account every month.

Daily Collected Balance Computation Method

Rabobank uses the daily collected balance method to calculate the interest on the account. This method applies a periodic rate to the full amount of the collected principal in the account each day.

Accrual of Interest on Non-Cash Deposits

Interest begins to accrue no later than the business day Rabobank receives credit for the deposit of non-cash items (for example, checks).

Primary Account

Certain Business Rewards Banking benefits apply only to the Primary Business Rewards Banking with Interest checking account held by a customer. The Primary Business Rewards Banking with Interest checking account is generally the first Business Rewards Banking with Interest checking account opened, unless otherwise designated by the customer, and is identified on the monthly statement.

Rewards Package

When a Business Rewards Banking with Interest checking account is first opened, a Rewards Package is established to recognize the customer's full banking relationship with

Rabobank. The Rewards Package combines the customer's Business Rewards Banking with Interest checking account with the customer's other active qualifying Rabobank accounts, products, and services to ensure proper product functioning and determine qualification for reimbursement of the monthly maintenance fee.

A Rewards Package will be established by combining only the active qualifying Rabobank accounts, products, and services owned by the designated primary owner of the Business Rewards Banking with Interest checking account. Accounts or services held by anyone with a secondary relationship, such as authorized signers or fiduciaries of a Business Rewards Banking with Interest checking account, will not be taken into consideration in establishing a Rewards Package. It is the customer's responsibility to identify who will be the primary account owner of any account with Rabobank when there is more than one owner for an account.

Newly opened qualifying accounts with ownership identical to an existing Primary Business Rewards Banking with Interest checking account will be included in the Rewards Package. However, if the ownership of a qualifying account is not identical to an existing Primary Business Rewards Banking with Interest checking account, the account will not be included in the Rewards Package. For example, accounts owned by different business entities where there is a common account signer will not be included in the Rewards Package.

If the customer has an existing Rabobank account that is not a Business Rewards Banking with Interest checking account, but that is converted to a Business Rewards Banking with Interest checking account, it can take up to one (1) statement cycle for a new Rewards Package to be established. Similarly, if a Primary Business Rewards Banking with Interest checking account within an existing Rewards Package is closed, but the customer has another Business Rewards Banking checking account that can become a Primary account for which a new Rewards Package may be established, it can take up to one (1) statement cycle for the new Rewards Package to be established.

Changes to ownership or account type may change a customer's Rewards Package and negatively impact business rewards benefits. It is the customer's responsibility to review and discuss any changes and impacts with their banker.

When a new Business Rewards Banking with Interest checking account is opened, it is the customer's responsibility to review with their banker all active qualifying Rabobank accounts, products, and services that should be included in the Rewards Package. It also is the customer's responsibility to regularly review their monthly statements to ensure they are receiving their appropriate full Business Rewards Banking benefits. Customers should immediately notify Rabobank of any discrepancy in reimbursement of the monthly maintenance fee (if applicable) or receipt of their rewards benefits.

Refer to the Business Rewards Banking Customer Guide for more details on Rewards Package establishment, benefits, maintenance, and restrictions.

Rewards Benefits

Refer to the Business Rewards Banking Customer Guide for more information about the specific benefits available for each account type. The following benefits are available for Business Rewards Banking with Interest checking accounts, but the account type will determine whether a particular benefit is available, the amount of the benefit, and the limitations that may apply to the benefit:

Increased Annual Percentage Yield (APY) on Rabobank Business Money Market

Accounts: The APY on Rabobank Business Money Market accounts associated with a Gold

or Platinum Primary Business Rewards Banking with Interest checking account will be increased by the amount stated in the Business Rewards Banking Customer Guide. This benefit does not apply to other money market products. The increased APY will apply each day the Primary Business Rewards Banking with Interest checking account remains a Gold or Platinum account. If the account is closed or changed to a different type of checking account, the APY on the Business Money Market account will revert to a lower APY, as appropriate, based on the type of checking account the customer holds. The amount of the APY and the APY increase is subject to change. Refer to the Rabobank Summary of Deposit Rates Offered for current APYs. This benefit is not available for accounts in a “non-owned” account type classification. See the Benefit Limitations for “Non-Owned” Account Type Classifications discussion, below, for further details.

Increased Annual Percentage Yield on Rabobank Business Rewards Certificate of Deposit (CD): The APY on Rabobank Business Rewards CDs associated with a Gold or Platinum Primary Business Rewards Banking with Interest checking account will be increased by the amount stated in the Business Rewards Banking Customer Guide. This benefit does not apply to other CD products. The increased APY will apply each day the Primary Business Rewards Banking with Interest checking account remains a Gold or Platinum account. If the account is closed or changed to a different type of checking account, the APY on the CD will revert to a lower APY, as appropriate, based on the type of checking account the customer holds. The amount of the APY and the APY increase is subject to change. Refer to the Rabobank Summary of Deposit Rates Offered for current APYs. If a business customer withdraws their CD early, an early withdrawal penalty will apply. This benefit is not available for accounts in a “non-owned” account type classification. See the Benefit Limitations for “Non-Owned” Account Type Classifications discussion, below, for further details.

Bill Pay Limitations and Fees: A monthly fee is assessed to businesses enrolled in online banking with Bill Pay. The monthly fee for Standard Bill Pay, as reflected in the Schedule of Fees and Minimum Balances, will be reimbursed to Business Rewards Banking with Interest checking accounts with active Bill Pay. In addition to the monthly fee, per payment fees apply if payments made through Bill Pay exceed 20 payments per month. These excess per payment fees will not be reimbursed to Business Rewards Banking with Interest checking accounts. For businesses enrolled in Premium Bill Pay or Pre-funded ACH Bill Pay, higher monthly fees are assessed. A refund equal to the amount of the Standard Bill Pay plan fee will be credited against the monthly fee for the Premium Bill Pay and Pre-funded ACH Bill Pay plans; the full amount of the monthly fee for the Premium Bill Pay or Prefunded ACH Bill Pay plans will not be credited. See Schedule of Fees and Minimum Balances for monthly fees applicable to the different Bill Pay plans. If Bill Pay is not used for 90 days or more, the service will be disabled.

Cash Deposit Limitations and Fees: Business Rewards Banking with Interest customers may process cash deposits up to certain dollar amount limits (“monthly threshold”) per statement cycle at no additional charge. Refer to the Business Rewards Banking Customer Guide for the monthly thresholds that apply to each Business Rewards Banking with Interest checking account type. Fees for cash deposits that exceed the applicable monthly threshold will apply. See Schedule of Fees and Minimum Balances for fees that apply to cash deposits that exceed the applicable monthly threshold.

Remote Deposit Capture Discount: Business Rewards Banking with Interest checking accounts to which a monthly Remote Deposit Capture fee is assessed will receive a discount on the fee. The amount of the discount will depend on whether the account is a Silver, Gold, or Platinum Business Rewards Banking with Interest checking account. Refer to the Business Rewards Banking Customer Guide for the amount of the discount for each

Business Rewards Banking with Interest checking account type. See Addendum A of the Remote Deposit Capture Agreement for pricing for Remote Deposit Capture.

Business Credit Card with Rewards Annual Fee Waiver: The annual fee will be waived on a Rabobank VISA® Business Bonus Rewards Card or Rabobank VISA® Business Card. The annual fee waiver does not apply to any other credit card. Rabobank VISA® Business Bonus Rewards Cards and Rabobank VISA® Business Cards are issued and underwritten by Elan Financial Services and are available only on approved credit. Other fees and charges may apply for use of a Rabobank VISA® Business Bonus Rewards Card or Rabobank VISA® Business Card. See the credit card account agreement for the amount of the annual fee.

First Check Order Discount: Platinum Business Rewards Checking with Interest checking accounts will receive a discount on select items as part of the first checking product order placed with Rabobank's exclusive provider of check services. Refer to the Business Rewards Banking Customer Guide for the amount of the discount for Platinum Business Rewards Checking with Interest checking accounts.

eStatement Adoption Discount: Business Rewards Banking with Interest customers receive a discount on the monthly maintenance fee if they opt to no longer receive paper statements but to instead receive account statements electronically only (eStatements) for their Business Rewards Banking with Interest checking account. This discount applies only to customers who do not receive a reimbursement of their monthly maintenance fee.

Incoming Wires: Fees are assessed for all incoming wire transactions. Platinum Business Rewards Checking with Interest checking accounts will receive a reimbursement for a limited number of incoming wire fees. Refer to the Business Rewards Banking Customer Guide for the number of incoming wire fees that will be reimbursed. See Schedule of Fees and Minimum Balances for wire transaction fee amounts.

Transactional Item Limitations and Fees: Each different Business Rewards Banking with Interest checking account type is subject to different transaction item limitations and fees:

Silver Business Rewards Checking with Interest

This account type is designed for accounts in which the combined debit and/or credit transactions ("transactional items") total 100 or fewer per month. There is no additional charge for processing the first 100 transactional items per statement cycle, in any combination of debits and credits. Transactional items include any combination of deposit slips, paid items, and deposited items. ACH and Remote Deposit Capture credits to the account do not count toward the transactional item limitation. A per item fee will be charged for each item in excess of 100 transactional items, in any combination, during a statement cycle. See Schedule of Fees and Minimum Balances for excessive transactional item fee amount.

Gold Business Rewards Checking with Interest

This account type is designed for accounts in which the combined debit and/or credit transactions ("transactional items") total 250 or fewer per month. There is no additional charge for processing the first 250 transactional items per statement cycle, in any combination of debits and credits. Transactional items include any combination of deposit slips, paid items, and deposited items. ACH and Remote Deposit Capture credits do not count toward the transactional item limitation. A per item fee will be charged for each item in excess of 250 transactional items, in any combination, during a statement cycle. See Schedule of Fees and Minimum Balances for excessive transactional item fee amount.

Platinum Business Rewards Checking with Interest

This account type is designed for accounts in which the combined debit and/or credit transactions ("transactional items") total 450 or fewer per month. There is no additional

charge for processing the first 450 transactional items per statement cycle, in any combination of debits and credits. Transactional items include any combination of deposit slips, paid items, and deposited items. ACH and Remote Deposit Capture credits do not count toward the transactional item limitation. A per item fee will be charged for each item in excess of 450 transactional items, in any combination, during a statement cycle. See Schedule of Fees and Minimum Balances for excessive transactional item fee amount.

Maintenance Fee Reimbursement

A maintenance fee will be imposed on the Business Rewards Banking with Interest checking account each statement cycle. See Schedule of Fees and Minimum Balances for the amount of the maintenance fee. If an account is the Primary Business Rewards Banking with Interest checking account, the maintenance fee will be reimbursed to the account if the average collected balance in the account for the statement cycle meets or exceeds the amount specified in the Schedule of Fees and Minimum Balances, if the average combined monthly balance on all qualifying accounts meets or exceeds the amount specified in the Schedule of Fees and Minimum Balances, or if the number of qualifying products and services specified in the Business Rewards Banking Customer Guide are being used in connection with the account.

For accounts other than the Primary Business Rewards Banking with Interest checking account, the maintenance fee will be reimbursed only if the average collected balance in that account for the statement cycle meets or exceeds the amount specified in the Schedule of Fees and Minimum Balances. Accounts other than the Primary Business Rewards Banking with Interest checking account do not qualify for monthly maintenance fee reimbursement through combined balances or use of qualifying products and services.

Accounts in a “non-owned” account type classification can qualify for reimbursement of the monthly maintenance fee only by maintaining the required average monthly checking account balances in the Business Rewards Banking with Interest checking account. Use of combined monthly balances or use of qualifying products and services will not be a factor in determining whether to reimburse the monthly maintenance fee for a “non-owned” account. See the Benefit Limitations for “Non-Owned” Account Type Classifications discussion, below, for more information on “non-owned” accounts.

Maintenance Fee Reimbursement Evaluation Period

Three (3) days prior to the end of a statement cycle, Rabobank will evaluate the balances, transactions, and services enrolled in Business Rewards Banking to determine qualification for a monthly maintenance fee reimbursement for that statement cycle.

How Balances are Calculated

The average collected balance is calculated by adding the collected principal in the Business Rewards Banking with Interest checking account for each day of the statement cycle and dividing that figure by the number of days in the statement cycle.

Combining Balances

With the exception of Platinum Business Rewards Checking with Interest checking accounts, only business deposit accounts are considered when calculating combined balances. Refer to the Business Rewards Banking Customer Guide for a list of the business deposit account types that may be used to meet the combined monthly balance threshold. For Platinum Business Rewards Checking with Interest checking accounts, the balances on certain business loans also may be used when considering the combined monthly balance. Refer to the Business Rewards Banking Customer Guide for a list of the business loan types that may be used to meet the combined monthly balance threshold. An account can be used only once toward meeting the eligibility requirements of any relationship. Only accounts with identical ownership

to the existing Primary Business Rewards Banking with Interest checking account will be used when calculating combined balances.

Qualifying Product and Service Usage

Business Rewards Banking with Interest allows customers to connect Remote Deposit Capture, Merchant Card Services, and Payroll Services to their Rewards Package. Enrollment in and usage of these products and services in connection with the Primary Business Rewards Banking with Interest checking account may result in the reimbursement of the monthly maintenance fee on the Primary Business Rewards Banking with Interest checking account. Must be active customers of the bank at the time they enroll in a qualifying business product or service in order for the product or service to be included in a Rewards Package.

A customer intending to qualify for reimbursement of the monthly maintenance fee through use of qualifying products and services will not qualify for reimbursement until one (1) statement cycle after all the selected product(s) or service(s) enrollments are processed. Refer to the Business Rewards Banking Customer Guide for the number of products and services that must be used to qualify for a maintenance fee reimbursement for each account type.

The products and services that may be used to qualify for the maintenance fee reimbursement are as follows:

Remote Deposit Capture: Remote Deposit Capture (“RDC”) allows the customer to electronically scan their items for deposit. See Rabobank Remote Deposit Capture terms and conditions for pricing and further details.

Rabobank Merchant Card Services: Rabobank Merchant Card Services, powered by Vantiv, is the preferred Merchant Card Services vendor for Rabobank, N.A.

BenefitMall Payroll Services: BenefitMall Payroll Services is the preferred Payroll Services vendor for Rabobank, N.A. This service cannot be used as a qualifying service for Silver Business Rewards with Interest Checking accounts.

Benefit Limitations for “Non-Owned” Account Type Classifications

A Rewards Package cannot be established when the account is in a “non-owned” account type classification. A “non-owned” account type classification exists when a fiduciary is a caretaker of the account, but the fiduciary does not have direct ownership of the account (e.g., Guardians, Conservators, Executors, etc.). For such “non-owned” accounts, the account can qualify for reimbursement of the monthly maintenance fee only by maintaining the required average monthly checking account balances in the Business Rewards Banking with Interest checking account. Use of combined monthly balances or use of qualifying products and services, as described in the Business Rewards Banking Customer Guide, will not be a factor in determining whether to reimburse the monthly maintenance fee for a “non-owned” account.

Verbal vs. Written Guarantees of Product Performance

The terms, conditions, and disclosures contained in the Understanding Your Deposit Account Agreement and Disclosures (“UYDAAD”), the UYDAAD Addendums, the Business Rewards Banking Customer Guide, and the Schedule of Fees and Minimum Balances may not be amended by oral agreement and supersede any verbal or other representation made by any Rabobank employee.

Amendments

Rabobank can change, alter, modify, or discontinue rewards benefits at any time, and may or may not be required to notify customers of certain changes. See Understanding Your Deposit Account Agreement & Disclosures (“UYDAAD”), the UYDAAD Addendums, the Business Rewards Banking Customer Guide, and the Schedule of Fees and Minimum Balances for the terms and conditions that apply to deposit accounts and services.

Refer to the Business Rewards Banking Customer Guide for additional information about rewards, benefits, and qualifications for Business Rewards Banking with Interest checking accounts.

(continued from reverse)

Gold Business Rewards Checking with Interest

Maintenance fee (per statement cycle).....\$22.00
Maintenance fee reimbursement for accounts with an average collected balance of \$10,000.....\$22.00 credit
Maintenance fee reimbursement for accounts with an average combined monthly balance of \$16,000*\$22.00 credit
Enroll and use the appropriate number of qualified products and services*\$22.00 credit
Excessive transactional item fee \$0.40/item
Excessive cash deposit fee\$0.20 per \$100 deposited

Platinum Business Rewards Checking with Interest

Maintenance fee (per statement cycle).....\$38.00
Maintenance fee reimbursement for accounts with an average collected balance of \$25,000.....\$38.00 credit
Maintenance fee reimbursement for accounts with an average combined monthly balance of \$75,000*\$38.00 credit
Enroll and use the appropriate number of qualified products and services*\$38.00 credit
Excessive transactional item fee \$0.40/item
Excessive cash deposit fee\$0.20 per \$100 deposited

* Applies only to primary accounts. See Business Rewards Banking Customer Guide for details.

Commercial Checking (Analyzed)

Maintenance fee (per statement cycle)..... \$18.00
Privately owned ATM maintenance fee (per statement cycle).....\$195.00
For the full Commercial Checking schedule of fees, please visit www.rabobankamerica.com/treasuryfees

Business Investment Money Market

Maintenance fee (per statement cycle)..... \$25.00
Maintenance fee for accounts with an average collected balance of \$50,000.....No charge
Excessive debit item fee (per statement cycle) \$20.00

Business Money Market

Maintenance fee (per statement cycle)..... \$12.00
Maintenance fee for accounts with an average collected balance of \$3,000 No charge
Excessive debit item fee (per statement cycle) \$20.00

Business Savings

Maintenance fee (per quarter) \$12.00
Maintenance fee for accounts with an average collected balance of \$500..... No charge
Excessive debit item fee\$3.00/item

Business Investment Savings

Maintenance fee (per statement cycle)..... \$15.00
Maintenance fee for accounts with an average collected balance of \$10,000..... No charge
Minimum balance to obtain annual percentage yield \$2,500
Excessive debit item fee (per statement cycle) \$20.00

Public Checking

Maintenance fee (per statement cycle)..... \$10.00
Maintenance fee for accounts with an average collected balance of \$2,500 No charge
Maintenance fee for accounts with an average combined ledger balance of \$5,000.....No charge
Excessive transaction fee.\$0.30/item

Public Interest Checking

Maintenance fee (per statement cycle)..... \$15.00
Maintenance fee for accounts with an average collected balance of \$5,000.....No charge
Maintenance fee for accounts with an average combined ledger balance of \$10,000No charge
Excessive transaction fee.\$0.30/item

Public Checking (Analyzed)

Maintenance fee (per statement cycle)..... \$15.00

Public Money Market

Maintenance fee (per statement cycle)..... \$12.00
Maintenance fee for accounts with an average collected balance of \$3,000.....No charge
Excessive debit item fee (per statement cycle) \$20.00

Safe Deposit Box Annual Fee

| Box size | Rate | Box size | Rate |
|----------|---------|----------|----------|
| 2 x 5 | \$42.00 | 10 x 5 | \$92.00 |
| 3 x 5 | \$48.00 | 10 x 6 | \$97.00 |
| 4 x 2 | \$34.00 | 10 x 9 | \$120.00 |
| 4 x 5 | \$60.00 | 10 x 10 | \$135.00 |
| 5 x 5 | \$66.00 | 10 x 15 | \$175.00 |
| 10 x 2 | \$60.00 | 11 x 10 | \$145.00 |
| 10 x 3 | \$70.00 | 16 x 10 | \$180.00 |
| 10 x 4 | \$75.00 | | |

These standard rates do not reflect discounts available through Rewards Banking.

See Understanding Your Deposit Account Agreement & Disclosures and the Customer Guide applicable to a specific account type for complete terms and conditions that apply to deposit accounts and services.



Rabobank, N.A.
Member FDIC
www.rabobankamerica.com
MKT-026 (02/18)

Schedule of Fees and Minimum Balances

Rabobank, N.A.

Effective February 24, 2018



Rabobank

| | |
|---|---------------------------------|
| Account activity printout | \$3.00 |
| Account closed via mail or within 90 days of opening | \$20.00 |
| Account research (per hour)..... | \$30.00 |
| ATM withdrawal-domestic (non-Rabobank ATM) | \$2.50 |
| ATM withdrawal-international (non-Rabobank ATM) ... | \$2.50 |
| Cashier's checks (each) (customers only) | \$9.00 |
| Note: 5 cashier's checks per month at no charge for Rewards Banking (Silver or higher rewards level), Rewards Banking with Interest (Silver or higher rewards level), Personal Interest Checking and Senior Checking. Personal Checking does not receive cashier's checks at no charge. | |
| Cashier's check as a replacement for a check drawn on a Rabobank customer's account | \$30.00 |
| Cashing of check(s) drawn on Rabobank business account by non-customers (each) | \$6.00 |
| Cashing of check(s) drawn on Rabobank consumer account by non-customers (each)..... | \$6.00 |
| Check printing..... | varies depending on check style |
| Collections: | |
| Domestic incoming (each) | \$25.00 |
| Domestic outgoing (each)..... | \$25.00 |
| Foreign incoming (each) | \$60.00 |
| Foreign outgoing (each)..... | \$60.00 (plus costs) |
| Copies of cashier's checks and paid checks (each) | \$3.00 |
| Copy of previous statement (each) | \$5.00 |
| Counter checks (sheet of 3)..... | \$3.00 |
| Credit rating form or verification of deposit form (each)..... | \$20.00 |
| Debit card replacement..... | \$5.00 |
| Debit card replacement (expedited without PIN)..... | \$65.00 |
| Debit card replacement (expedited with PIN)..... | \$130.00 |
| Deposited checks (and other items) returned unpaid (charged back to account) | \$12.00 |
| Deposited checks (and other items) returned unpaid (releared) | \$12.00 |
| Deposited checks (and other items) returned unpaid and requiring special handling | \$12.00 |
| Fax bank documents to customer (per page) | \$3.00 |
| Foreign check processing (per item) | \$10.00 |
| Foreign drafts (each)..... | \$45.00 |
| Inactive letter fee (each) [dormant accounts] | \$2.00 |
| Legal process (garnishments, levies) | \$100.00 |
| Night depository key replacement (each)..... | \$10.00 |
| Nonsufficient funds each | \$35.00 |
| Nonsufficient funds (NSF) daily maximum..... | \$140.00 |
| Overdraft (created by check, in-person or ATM withdrawal, or by electronic means including bill payment) each..... | \$35.00 |
| Overdraft (daily maximum charge) | \$140.00 |
| Overdraft (per day charge, starting on the fifth day through day 15 if amount overdrawn is greater than \$5) | \$5.00 per day |

| | |
|---|-------------------------|
| Overdraft transfer fee | \$10.00 |
| Overnight delivery of check payment..... | \$18.00 |
| Return mail (per statement cycle)..... | \$2.00 |
| Safe deposit box | see back panel |
| Safe deposit box key replacement (each) | \$10.00 |
| Safe deposit forced entry (past due fees are additional)..... | fee varies by locksmith |
| Special statement cutoff | \$8.00 |
| Statement balancing (per hour) | \$25.00 |
| Stop payments (all items and renewals) (each) | \$35.00 |
| Stop payments - online self-service (all items and renewals) (each) | \$25.00 |
| Wire transfers: | |
| Incoming (each) (bank customers only)..... | \$15.00 |
| Outgoing (each) (bank customers only) | \$30.00 |
| Foreign outgoing (each) (business accounts) | \$40.00 |
| Foreign outgoing (each) (personal accounts) | \$50.00 |
| Online domestic (each) (outgoing)..... | \$15.00 |
| Online foreign (each) (outgoing) | \$25.00 |

Personal Online Banking

| | |
|---|---------|
| Expedited payment fee | \$14.95 |
| People Pay external account transfer..... | \$0.50 |

Rabo Commercial Banking - Basic

| | |
|--|-------------|
| Monthly fee | No charge |
| Bill Pay (per account per month) | \$5.95 |
| Up to 20 transactions | Included |
| Over 20 transactions | \$0.40/item |
| Unlimited Bill Pay (per account per month) | \$14.95 |

Pay Protect - Principal preservation intermediary bank

| | |
|---|---------|
| fee (per international business wire in US dollars) | |
| \$0.00 - \$199.99 | N/A |
| \$200.00 - \$19,999.99..... | \$15.00 |
| \$20,000.00 - \$49,999.99..... | \$20.00 |
| \$50,000.00 and greater..... | \$25.00 |

Minimum Opening Deposits

| | |
|---|-------------|
| All deposit accounts except those noted below | \$100.00 |
| Electronic Transfer Account..... | \$5.00 |
| Personal Savings Account (associated with Rewards Banking)..... | \$200.00 |
| Holiday Saver Account | \$20.00 |
| Minor Savings Account | \$1.00 |
| Business Investment Money Market | \$25,000.00 |
| Business Investment Savings..... | \$10,000.00 |
| Certificates of Deposit (IRA)..... | \$1,000.00 |
| Certificates of Deposit (other) | \$2,500.00 |

Minor Savings

| | |
|--------------------------------|-------------|
| Excessive transaction fee..... | \$1.00/item |
|--------------------------------|-------------|

Rewards Banking

| | |
|---|-----------|
| Maintenance fee (per statement cycle)..... | \$10.00 |
| Maintenance fee for accounts that meet Silver or higher rewards level | No charge |
| Paper statement (when Bronze, Silver or Gold level) ... | \$2.00 |

Rewards Banking with Interest

| | |
|---|-----------|
| Maintenance fee (per statement cycle)..... | \$12.00 |
| Maintenance fee for accounts that meet Silver or higher rewards level | No charge |
| Paper statement (when Bronze, Silver or Gold level) ... | \$2.00 |

Option Checking

| | |
|--|-----------|
| Maintenance fee (per statement cycle)..... | \$7.00 |
| Maintenance fee for accounts with direct deposit greater than \$500 or an average collected balance of \$1,000 | No charge |
| Paper statement fee | \$2.00 |

Personal Checking

| | |
|--|-----------|
| Maintenance fee (per statement cycle)..... | \$10.00 |
| Maintenance fee for accounts with an average collected balance of \$1,000 | No charge |
| Maintenance fee for accounts with an average combined ledger balance of \$3,000..... | No charge |

Personal Interest Checking

| | |
|--|-----------|
| Maintenance fee (per statement cycle)..... | \$12.00 |
| Maintenance fee for accounts with an average collected balance of \$2,500..... | No charge |
| Maintenance fee for accounts with an average combined ledger balance of \$5,000..... | No charge |

Personal Money Market

| | |
|---|-----------|
| Maintenance fee (per statement cycle)..... | \$10.00 |
| Maintenance fee for accounts with an average collected balance of \$2,500 | No charge |
| Excessive debit item fee (per statement cycle) | \$15.00 |

Health Savings Account

| | |
|----------------------------------|---------|
| Set-up fee | \$25.00 |
| Maintenance fee (per month)..... | \$3.00 |
| Early closing fee | \$25.00 |

Personal Savings

| | |
|--|-------------|
| Maintenance fee (per month)..... | \$5.00 |
| Maintenance fee for accounts with an average collected balance of \$300 | No charge |
| Maintenance fee for accounts with qualifying transfer during statement cycle..... | No charge |
| Maintenance fee for accounts owned by qualifying students ages 18 through 24 | No charge |
| Excessive transaction fee..... | \$5.00/item |

Silver Business Rewards Checking

| | |
|--|----------------------------|
| Maintenance fee (per statement cycle)..... | \$12.00 |
| Maintenance fee reimbursement for accounts with an average collected balance of \$5,000 | \$12.00 credit |
| Maintenance fee reimbursement for accounts with an average combined monthly balance of \$10,000* | \$12.00 credit |
| Enroll and use the appropriate number of qualified products and services* | \$12.00 credit |
| Excessive transactional item fee | \$0.40/item |
| Excessive cash deposit fee | \$0.20 per \$100 deposited |

Gold Business Rewards Checking

| | |
|--|----------------------------|
| Maintenance fee (per statement cycle)..... | \$20.00 |
| Maintenance fee reimbursement for accounts with an average collected balance of \$8,000 | \$20.00 credit |
| Maintenance fee reimbursement for accounts with an average combined monthly balance of \$16,000* | \$20.00 credit |
| Enroll and use the appropriate number of qualified products and services* | \$20.00 credit |
| Excessive transactional item fee | \$0.40/item |
| Excessive cash deposit fee | \$0.20 per \$100 deposited |

Platinum Business Rewards Checking

| | |
|--|----------------------------|
| Maintenance fee (per statement cycle)..... | \$36.00 |
| Maintenance fee reimbursement for accounts with an average collected balance of \$25,000..... | \$36.00 credit |
| Maintenance fee reimbursement for accounts with an average combined monthly balance of \$75,000* | \$36.00 credit |
| Enroll and use the appropriate number of qualified products and services* | \$36.00 credit |
| Excessive transactional item fee | \$0.40/item |
| Excessive cash deposit fee | \$0.20 per \$100 deposited |

Silver Business Rewards Checking with Interest

| | |
|--|----------------------------|
| Maintenance fee (per statement cycle)..... | \$14.00 |
| Maintenance fee reimbursement for accounts with an average collected balance of \$6,500 | \$14.00 credit |
| Maintenance fee reimbursement for accounts with an average combined monthly balance of \$10,000* | \$14.00 credit |
| Enroll and use the appropriate number of qualified products and services* | \$14.00 credit |
| Excessive transactional item fee | \$0.40/item |
| Excessive cash deposit fee | \$0.20 per \$100 deposited |

* **Applies only to primary accounts. See Business Rewards Banking Customer Guide for details.**

(continued on reverse)

EXHIBIT B

(continued from reverse)

Gold Business Rewards Checking with Interest

Maintenance fee (per statement cycle).....\$22.00
Maintenance fee reimbursement for accounts with an average collected balance of \$10,000.....\$22.00 credit
Maintenance fee reimbursement for accounts with an average combined monthly balance of \$16,000*\$22.00 credit
Enroll and use the appropriate number of qualified products and services*\$22.00 credit
Excessive transactional item fee \$0.40/item
Excessive cash deposit fee\$0.20 per \$100 deposited

Platinum Business Rewards Checking with Interest

Maintenance fee (per statement cycle).....\$38.00
Maintenance fee reimbursement for accounts with an average collected balance of \$25,000.....\$38.00 credit
Maintenance fee reimbursement for accounts with an average combined monthly balance of \$75,000*\$38.00 credit
Enroll and use the appropriate number of qualified products and services*\$38.00 credit
Excessive transactional item fee \$0.40/item
Excessive cash deposit fee\$0.20 per \$100 deposited

* Applies only to primary accounts. See Business Rewards Banking Customer Guide for details.

Commercial Checking (Analyzed)

Maintenance fee (per statement cycle)..... \$18.00
Privately owned ATM maintenance fee (per statement cycle).....\$195.00
For the full Commercial Checking schedule of fees, please visit www.rabobankamerica.com/treasuryfees

Business Investment Money Market

Maintenance fee (per statement cycle)..... \$25.00
Maintenance fee for accounts with an average collected balance of \$50,000.....No charge
Excessive debit item fee (per statement cycle) \$20.00

Business Money Market

Maintenance fee (per statement cycle)..... \$12.00
Maintenance fee for accounts with an average collected balance of \$3,000 No charge
Excessive debit item fee (per statement cycle) \$20.00

Business Savings

Maintenance fee (per quarter) \$12.00
Maintenance fee for accounts with an average collected balance of \$500..... No charge
Excessive debit item fee\$3.00/item

Business Investment Savings

Maintenance fee (per statement cycle)..... \$15.00
Maintenance fee for accounts with an average collected balance of \$10,000..... No charge
Minimum balance to obtain annual percentage yield \$2,500
Excessive debit item fee (per statement cycle) \$20.00

Public Checking

Maintenance fee (per statement cycle)..... \$10.00
Maintenance fee for accounts with an average collected balance of \$2,500 No charge
Maintenance fee for accounts with an average combined ledger balance of \$5,000.....No charge
Excessive transaction fee. \$0.30/item

Public Interest Checking

Maintenance fee (per statement cycle)..... \$15.00
Maintenance fee for accounts with an average collected balance of \$5,000..... No charge
Maintenance fee for accounts with an average combined ledger balance of \$10,000 No charge
Excessive transaction fee. \$0.30/item

Public Checking (Analyzed)

Maintenance fee (per statement cycle)..... \$15.00

Public Money Market

Maintenance fee (per statement cycle)..... \$12.00
Maintenance fee for accounts with an average collected balance of \$3,000.....No charge
Excessive debit item fee (per statement cycle) \$20.00

Safe Deposit Box Annual Fee

| Box size | Rate | Box size | Rate |
|----------|---------|----------|----------|
| 2 x 5 | \$42.00 | 10 x 5 | \$92.00 |
| 3 x 5 | \$48.00 | 10 x 6 | \$97.00 |
| 4 x 2 | \$34.00 | 10 x 9 | \$120.00 |
| 4 x 5 | \$60.00 | 10 x 10 | \$135.00 |
| 5 x 5 | \$66.00 | 10 x 15 | \$175.00 |
| 10 x 2 | \$60.00 | 11 x 10 | \$145.00 |
| 10 x 3 | \$70.00 | 16 x 10 | \$180.00 |
| 10 x 4 | \$75.00 | | |

These standard rates do not reflect discounts available through Rewards Banking.

See Understanding Your Deposit Account Agreement & Disclosures and the Customer Guide applicable to a specific account type for complete terms and conditions that apply to deposit accounts and services.



Rabobank, N.A.
Member FDIC
www.rabobankamerica.com
MKT-026 (02/18)

Schedule of Fees and Minimum Balances

Rabobank, N.A.

Effective February 24, 2018



Rabobank

| | |
|---|---------------------------------|
| Account activity printout | \$3.00 |
| Account closed via mail or within 90 days of opening | \$20.00 |
| Account research (per hour)..... | \$30.00 |
| ATM withdrawal-domestic (non-Rabobank ATM) | \$2.50 |
| ATM withdrawal-international (non-Rabobank ATM) ... | \$2.50 |
| Cashier's checks (each) (customers only) | \$9.00 |
| Note: 5 cashier's checks per month at no charge for Rewards Banking (Silver or higher rewards level), Rewards Banking with Interest (Silver or higher rewards level), Personal Interest Checking and Senior Checking. Personal Checking does not receive cashier's checks at no charge. | |
| Cashier's check as a replacement for a check drawn on a Rabobank customer's account | \$30.00 |
| Cashing of check(s) drawn on Rabobank business account by non-customers (each) | \$6.00 |
| Cashing of check(s) drawn on Rabobank consumer account by non-customers (each)..... | \$6.00 |
| Check printing..... | varies depending on check style |
| Collections: | |
| Domestic incoming (each) | \$25.00 |
| Domestic outgoing (each)..... | \$25.00 |
| Foreign incoming (each) | \$60.00 |
| Foreign outgoing (each)..... | \$60.00 (plus costs) |
| Copies of cashier's checks and paid checks (each) | \$3.00 |
| Copy of previous statement (each) | \$5.00 |
| Counter checks (sheet of 3)..... | \$3.00 |
| Credit rating form or verification of deposit form (each)..... | \$20.00 |
| Debit card replacement..... | \$5.00 |
| Debit card replacement (expedited without PIN)..... | \$65.00 |
| Debit card replacement (expedited with PIN)..... | \$130.00 |
| Deposited checks (and other items) returned unpaid (charged back to account) | \$12.00 |
| Deposited checks (and other items) returned unpaid (releared) | \$12.00 |
| Deposited checks (and other items) returned unpaid and requiring special handling | \$12.00 |
| Fax bank documents to customer (per page) | \$3.00 |
| Foreign check processing (per item) | \$10.00 |
| Foreign drafts (each)..... | \$45.00 |
| Inactive letter fee (each) [dormant accounts] | \$2.00 |
| Legal process (garnishments, levies) | \$100.00 |
| Night depository key replacement (each)..... | \$10.00 |
| Nonsufficient funds each | \$35.00 |
| Nonsufficient funds (NSF) daily maximum..... | \$140.00 |
| Overdraft (created by check, in-person or ATM withdrawal, or by electronic means including bill payment) each..... | \$35.00 |
| Overdraft (daily maximum charge) | \$140.00 |
| Overdraft (per day charge, starting on the fifth day through day 15 if amount overdrawn is greater than \$5) | \$5.00 per day |

| | |
|---|-------------------------|
| Overdraft transfer fee | \$10.00 |
| Overnight delivery of check payment..... | \$18.00 |
| Return mail (per statement cycle)..... | \$2.00 |
| Safe deposit box | see back panel |
| Safe deposit box key replacement (each) | \$10.00 |
| Safe deposit forced entry (past due fees are additional)..... | fee varies by locksmith |
| Special statement cutoff | \$8.00 |
| Statement balancing (per hour) | \$25.00 |
| Stop payments (all items and renewals) (each) | \$35.00 |
| Stop payments - online self-service (all items and renewals) (each) | \$25.00 |
| Wire transfers: | |
| Incoming (each) (bank customers only)..... | \$15.00 |
| Outgoing (each) (bank customers only) | \$30.00 |
| Foreign outgoing (each) (business accounts) | \$40.00 |
| Foreign outgoing (each) (personal accounts) | \$50.00 |
| Online domestic (each) (outgoing)..... | \$15.00 |
| Online foreign (each) (outgoing) | \$25.00 |

Personal Online Banking

| | |
|---|---------|
| Expedited payment fee | \$14.95 |
| People Pay external account transfer..... | \$0.50 |

Rabo Commercial Banking - Basic

| | |
|--|-------------|
| Monthly fee | No charge |
| Bill Pay (per account per month) | \$5.95 |
| Up to 20 transactions | Included |
| Over 20 transactions | \$0.40/item |
| Unlimited Bill Pay (per account per month) | \$14.95 |

Pay Protect - Principal preservation intermediary bank

| | |
|---|---------|
| fee (per international business wire in US dollars) | |
| \$0.00 - \$199.99 | N/A |
| \$200.00 - \$19,999.99..... | \$15.00 |
| \$20,000.00 - \$49,999.99..... | \$20.00 |
| \$50,000.00 and greater..... | \$25.00 |

Minimum Opening Deposits

| | |
|---|-------------|
| All deposit accounts except those noted below | \$100.00 |
| Electronic Transfer Account..... | \$5.00 |
| Personal Savings Account (associated with Rewards Banking)..... | \$200.00 |
| Holiday Saver Account | \$20.00 |
| Minor Savings Account | \$1.00 |
| Business Investment Money Market | \$25,000.00 |
| Business Investment Savings..... | \$10,000.00 |
| Certificates of Deposit (IRA)..... | \$1,000.00 |
| Certificates of Deposit (other) | \$2,500.00 |

Minor Savings

| | |
|--------------------------------|-------------|
| Excessive transaction fee..... | \$1.00/item |
|--------------------------------|-------------|

Rewards Banking

| | |
|---|-----------|
| Maintenance fee (per statement cycle)..... | \$10.00 |
| Maintenance fee for accounts that meet Silver or higher rewards level | No charge |
| Paper statement (when Bronze, Silver or Gold level) ... | \$2.00 |

Rewards Banking with Interest

| | |
|---|-----------|
| Maintenance fee (per statement cycle)..... | \$12.00 |
| Maintenance fee for accounts that meet Silver or higher rewards level | No charge |
| Paper statement (when Bronze, Silver or Gold level) ... | \$2.00 |

Option Checking

| | |
|--|-----------|
| Maintenance fee (per statement cycle)..... | \$7.00 |
| Maintenance fee for accounts with direct deposit greater than \$500 or an average collected balance of \$1,000 | No charge |
| Paper statement fee | \$2.00 |

Personal Checking

| | |
|--|-----------|
| Maintenance fee (per statement cycle)..... | \$10.00 |
| Maintenance fee for accounts with an average collected balance of \$1,000 | No charge |
| Maintenance fee for accounts with an average combined ledger balance of \$3,000..... | No charge |

Personal Interest Checking

| | |
|--|-----------|
| Maintenance fee (per statement cycle)..... | \$12.00 |
| Maintenance fee for accounts with an average collected balance of \$2,500..... | No charge |
| Maintenance fee for accounts with an average combined ledger balance of \$5,000..... | No charge |

Personal Money Market

| | |
|---|-----------|
| Maintenance fee (per statement cycle)..... | \$10.00 |
| Maintenance fee for accounts with an average collected balance of \$2,500 | No charge |
| Excessive debit item fee (per statement cycle) | \$15.00 |

Health Savings Account

| | |
|----------------------------------|---------|
| Set-up fee | \$25.00 |
| Maintenance fee (per month)..... | \$3.00 |
| Early closing fee | \$25.00 |

Personal Savings

| | |
|--|-------------|
| Maintenance fee (per month)..... | \$5.00 |
| Maintenance fee for accounts with an average collected balance of \$300 | No charge |
| Maintenance fee for accounts with qualifying transfer during statement cycle..... | No charge |
| Maintenance fee for accounts owned by qualifying students ages 18 through 24 | No charge |
| Excessive transaction fee..... | \$5.00/item |

Silver Business Rewards Checking

| | |
|--|----------------------------|
| Maintenance fee (per statement cycle)..... | \$12.00 |
| Maintenance fee reimbursement for accounts with an average collected balance of \$5,000 | \$12.00 credit |
| Maintenance fee reimbursement for accounts with an average combined monthly balance of \$10,000* | \$12.00 credit |
| Enroll and use the appropriate number of qualified products and services* | \$12.00 credit |
| Excessive transactional item fee | \$0.40/item |
| Excessive cash deposit fee | \$0.20 per \$100 deposited |

Gold Business Rewards Checking

| | |
|--|----------------------------|
| Maintenance fee (per statement cycle)..... | \$20.00 |
| Maintenance fee reimbursement for accounts with an average collected balance of \$8,000 | \$20.00 credit |
| Maintenance fee reimbursement for accounts with an average combined monthly balance of \$16,000* | \$20.00 credit |
| Enroll and use the appropriate number of qualified products and services* | \$20.00 credit |
| Excessive transactional item fee | \$0.40/item |
| Excessive cash deposit fee | \$0.20 per \$100 deposited |

Platinum Business Rewards Checking

| | |
|--|----------------------------|
| Maintenance fee (per statement cycle)..... | \$36.00 |
| Maintenance fee reimbursement for accounts with an average collected balance of \$25,000..... | \$36.00 credit |
| Maintenance fee reimbursement for accounts with an average combined monthly balance of \$75,000* | \$36.00 credit |
| Enroll and use the appropriate number of qualified products and services* | \$36.00 credit |
| Excessive transactional item fee | \$0.40/item |
| Excessive cash deposit fee | \$0.20 per \$100 deposited |

Silver Business Rewards Checking with Interest

| | |
|--|----------------------------|
| Maintenance fee (per statement cycle)..... | \$14.00 |
| Maintenance fee reimbursement for accounts with an average collected balance of \$6,500 | \$14.00 credit |
| Maintenance fee reimbursement for accounts with an average combined monthly balance of \$10,000* | \$14.00 credit |
| Enroll and use the appropriate number of qualified products and services* | \$14.00 credit |
| Excessive transactional item fee | \$0.40/item |
| Excessive cash deposit fee | \$0.20 per \$100 deposited |

*** Applies only to primary accounts. See Business Rewards Banking Customer Guide for details.**

(continued on reverse)