Business Deposit Account Agreement

EFFECTIVE July 1, 2026

IMPORTANT LEGAL INFORMATION AND DISCLOSURES

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Member FDIC

A different approach to banking

Welcome
Thank you for choosing Avidbank as your financial partner. We are a highly responsive business bank, providing tailored financial solutions. We are advocates for our clients and specialize in providing innovative banking products and supportive services that exceed our clients' expectations. This agreement outlines the features, responsibilities, and protections associated with your account. We are committed to delivering the expertise, tools, and service your business needs—today and as you grow for the future.

Terms and Acknowledgements
This Business Deposit Account Agreement ("Agreement") governs all business deposit accounts at Avidbank ("Accounts") and constitute an agreement by and between the entity that has established the Account ("Client," "you," or "your") and Avidbank ("Bank," "we" or "our" or "us"). By opening an Account and either signing the signature card for the Account or using the Account in any way, you agree to this Agreement. When we say "We may" or "Avidbank may" do something, that means you authorize us and agree to such actions.

This Agreement is applicable to new and existing Accounts and replaces all prior agreements regarding your Account, including any verbal or written statements or representations. When you sign an Account application or use your Account, including any products or services, you and anyone else identified as an owner or authorized signer on your Account, consent to the terms of this Agreement. You acknowledge that we regularly update this Agreement. You are responsible for ensuring that any authorized signer is familiar with this Agreement. If you keep your Account open after we change this Agreement or end a fee waiver, you agree to the changes. This Agreement, along with the other account agreements such as the Treasury Management Business Terms and Conditions, as well as the Business Fee Schedule, govern our products and services, (collectively "Banking Agreements").

We encourage you to review this Agreement along with the other Banking Agreements as applicable carefully and retain a copy for your records. We periodically update our terms to reflect changes in law, regulation, technology, and our services. If we make changes that affect your Account, your continued use of the Account constitutes your acceptance of those changes. Should any modification not align with your preferences, you may choose to close your Account at any time.

Certain terms used in this Agreement have defined meanings that help clarify rights and responsibilities for both you and Avidbank. Defined terms may appear within specific sections or in the glossary provided. We ask that you ensure any authorized signer, agent, or individual with access to your Account is familiar with the Banking Agreements and understand their obligations.

Avidbank is committed to providing responsive, secure, and transparent banking services. As part of this commitment, this Agreement outlines important details regarding Account ownership, deposits, withdrawals, funds availability, fees, electronic services, dispute resolution, and other essential aspects of your business banking relationship.

If you have questions about any part of this Agreement, our team is here to support you. We look forward to building a strong and lasting banking relationship with your business.

Questions? We are here for you

Online	Avidbank.com
Phone	866-604-0292
Main Office / Client Correspondence / Claims	1732 N 1st Street 6th Floor San Jose, California 95112

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Account Documentation

Customer Identification Program

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 or business entity that opens an Account. When you open an Account with Avidbank, you must provide us with your business entity name, principal and local (if different) address, date of establishment, employer identification number and other information. We may also seek additional information or documents. You agree that we may seek information about you from third parties to confirm your identity and for other Account related purposes. We are required to follow these procedures even if you are already a Bank Client.

Business Accounts

Business Deposit Accounts at Avidbank ("Accounts") are for business purposes, such as dealings for your corporation, unincorporated association, limited liability company, partnership, sole proprietorship, or any other business, government, or non-profit organization. You agree that by opening a business account you will not use the Account for personal, family or household purposes. The Account is payable to the business organization and not to any individual director, shareholder, member, or partner.

Universal Signature Card

A Universal Signature Card allows you to open additional Accounts without having to execute new enrollment documentation for each individual Account. You may request, in writing, Accounts to be opened without the execution of a separate account signature card, provided that a current and valid beneficial ownership certification is already on file and remains unchanged.. This requires the beneficial owner(s) and signer(s) to be the same across all Accounts. You hereby acknowledge and agree that, instead of executing a new Signature Card for each Account or Accounts, we may use the same Signature Card which represents our standard Account opening documents. The terms in this Agreement apply to all subsequently opened Accounts.

Trust Account

A trust account is a specialized, legally established Account managed by a trustee on behalf of a beneficiary, according to the terms of a trust agreement. We act only as a depository bank to the trust funds and are under no obligation to act as a trustee, trust administrator, or to inquire as to the powers or duties of the trustee(s). We may require you to provide evidence of the authority of such person or persons to act, such as a copy of the court order appointing the fiduciary, or a copy of the trust instrument, or portions of the trust instrument or appropriate trustee certification. As discussed above, Accounts may be established only for business and not for personal, family or household purposes, and for the avoidance of doubt Accounts may not be opened by family, estate planning or any other non-business purpose trusts.

Attorney Trust Account (IOLTA, IOLA, IOTA)

If you open an attorney trust Account, including an IOLTA, IOTA or IOLA or similar account, you authorize us to notify the appropriate state agency if the Account is overdrawn or checks are dishonored, if the applicable state requires notice of those events. In addition, interest earned on these accounts (or similar lawyer trust accounts) is directed to the designated IOLTA, IOTA or IOLA committee or bar foundation, as applicable.

Authorization

We require forms when you open an Account which include this Agreement, Banking Agreements, a Signature Card, and potentially other documents that establish the authority of the person or persons authorized to access your Accounts and conduct business with us. An "Authorized Person" is defined as:

- any person identified to us as an agent ("Agent") of your business in the entity resolutions, charter, and/or any person that you identify to us in other Account implementation or forms we require,
- any other person or agent acting for you with actual or apparent authority to transact business on your behalf.

Bank may require additional information and documents for these purposes at any time. You agree to keep current and up to date the information you provide us, including any change in your business name, address, Authorized Persons and contact information. Client authorizes us to recognize the authority of each Authorized Person until we receive authorized written notice that the existing authorization is changed or terminated, and we have had a reasonable opportunity to act on that notice. We are not responsible for any losses if you fail to timely and properly notify us of changes in such information, authorizations, or Authorized Persons. We are not obligated to honor checks or process transactions until we receive properly completed authorization forms.

Power of Attorney

You may decide to appoint someone to act for you as your Agent via a power of attorney ("POA"). We may require special documentation. We reserve the right of approval on all POA and unless prohibited by law, we may refuse, with or without cause, to honor any POA. The Agent has full authority with regard to the Account but does not have an ownership interest in the Account. Bank may also restrict the types and/or sizes of transactions your Agent can conduct. We will not be liable for damages or penalty by reason of any payment made to, or at the direction of, any Agent. We assume POA is in effect until you provide written notice otherwise.

Account Documentation Continued

Ownership Changes

Businesses must provide us documentation of any change in ownership or control of a business upon role changes, the death or legal incompetence of a business owner within thirty (30) days of such change. If a Client identified in our records as an owner or a co-owner and does not sign any Account-related documentation (including the Account application), we still may treat them as an owner or a co-owner of that Account, in our sole discretion; we are not liable to anyone as a result. You agree to provide any information we request to comply with our legal or regulatory obligations, including customer due diligence and beneficial ownership requirements.

Compliance with Laws and Regulations

You agree that you will use your Accounts only for lawful business purposes and in compliance with Applicable Law (as defined below). The Banking Agreements, your Account and use of the Account and activity in the Accounts are subject to all applicable state, federal, local and foreign laws, rules, regulations and other laws including, without limitation, rules, regulations and operating rules and operating guidelines established by NACHA, and any other money transfer or electronic payments system or network, check clearing organization and payment clearinghouse used by us in connection with your transactions ("Operating Rules") and the regulations and operating circulars of the Federal Reserve Board (collectively, "Applicable Law"). Both parties agree to be bound by the Operating Rules where required, and to comply with Applicable Law. You acknowledge that Avidbank is a regulated financial institution and you must provide such information and records regarding your payees, companies, vendors, each other's identity, business, and operations, and other matters that may be necessary from time to time in order to enable us to perform periodic financial, operational and regulatory reviews and to comply with any applicable laws or regulatory requirements, including but not limited to the Bank Secrecy Act, USA Patriot Act and regulations issued by FinCEN thereunder.

Office of Foreign Assets Control ("OFAC")

You agree to comply with any sanctions administered by OFAC. In addition, each Party acknowledges that all transactions initiated through us are subject to possible limitations under applicable laws and regulations, including the rules issued by OFAC, and that no Payments which violate any such laws and regulations can be made using our business products and services.
Additionally, you have verified that none of your agents, employees and users (i) are a Sanctioned Person or a Sanctioned Entity, (ii) have its assets located in Sanctioned Entities, or (iii) derive revenues from investments in, or transactions with Sanctioned Persons or Sanctioned Entities. You specifically acknowledge that we reserve the right to require you to certify your compliance with any such laws and regulations to us upon our request. If we believe you are violating or may have violated this provision, we may exercise our right to freeze or block any related transaction, suspend and/or terminate any Service and/or terminate the relationship between you and us.

Treasury Management Business Terms and Conditions

Bank's Treasury Management Business Terms and Conditions for Services (collectively, the "Treasury Management T&C's") govern the Treasury Management Services (as defined in that Agreement). Should there be any conflict between the provisions of the Banking Agreements and the provisions of the Treasury Management T&C's, the provisions of the Treasury Management T&C's will prevail as necessary to resolve the conflict. If you use one of the Treasury Management Services, you will be deemed to have accepted and agreed to be bound by the Treasury Management T&C's and the Banking Agreements. You agree to examine and reconcile all Account information available to you and to notify us immediately of any Account Discrepancy (defined below). Your failure to exercise reasonable care in examining your Account information, or to provide prompt notice to us, may affect any rights you may have against us with respect to the Account Discrepancy. Using a service in any way means you automatically agree to the Banking Agreements. Please know the Banking Agreements can and will be updated regularly. It is your responsibility to periodically review all documents, including this Agreement and the other Banking Agreements, along with their addenda and supplements.

Deposits

Imaging

We typically do not retain paper copies or originals of deposit tickets, checks, or other paper transaction documents except as required by Applicable Law. We reserve the right to produce images of deposit documents including Items and destroy the originals. We will make and store images of these documents in accordance with internal Bank policies and procedures. You acknowledge that these images will be treated as originals for all purposes.

Deposits Continued

Collection

When you deposit, cash a check, draft, or other item with us (in whatever medium including a substitute, electronic, or imaged check, an “Item”) by any means, we act as your agent in collecting the Item. You have the risk of loss for each Item throughout the collection process and are solely responsible for the return, rejection, and collectability of each Item. We may charge your Account for or otherwise obtain a refund of the amount of any credit we gave you for the deposited Item (including interest and earnings credits), if we are unable to collect the amount of the Item for any reason including loss or destruction of the Item, regardless of when the Item is returned. You agree to assist us in any case in collecting lost, destroyed, or returned Items. We are not responsible for the insolvency or any act or failure-to-act of any other bank, processor, or intermediary in the collection process. We reserve the right to process an Item on a collection basis only. We are not required to examine Items for and have no responsibility for any restrictions appearing or written on any Item deposited to your Account. Additionally, we are not required to honor any restrictive legend on checks you write unless we have agreed to the restriction in writing signed by an officer of the Bank. Examples of restrictive legends are "two signatures required", "must be presented within 90 days" or "not valid for more than $1,000.00."

Verification

All deposits and credits to your Account (even those for which we have provided a receipt) are subject to final verification by us, though we reserve the right not to do so in every case. We recommend that you maintain thorough records of all deposits. Credit for any deposit is always provisional and subject to verification and correction at any time without notice if we determine it to be incorrect for any reason. We may refuse to accept deposits or specific Items for deposit and may limit the minimum or maximum balance that you may maintain in any Account. We may rely on the Account number on any deposit slip or similar record we receive, even if that Account number is associated with a name that is different from the name that you provide. We have no responsibility to detect any inconsistency between the account number you provide and the name.

Deposit Receipts and Reconciliation

If you make a deposit, we may provide a receipt, but the amount on your deposit receipt is based entirely on the deposit slip you complete. It is your responsibility, and we have no obligation, to make sure the amount on your deposit slip is accurate. If we later determine that you deposited an amount that is higher or lower than the amount on your deposit receipt, your deposit may be subject to adjustment and the adjustment may not occur on the same Business Day. Adjustments will be reflected on your Account statement, and we may notify you separately of any adjustment. We may not adjust your Account unless you notify us of the discrepancy. If you do not notify us within 30 days of the error or discrepancy, the deposit amount will be considered final. This means that if the actual amount deposited was less than the amount declared on the deposit receipt, the difference will become your property and if the actual amount deposited was more than the amount declared on the deposit receipt, the difference will become our property.

Preauthorized Drafts

If you deposit a preauthorized draft, you represent and warrant to us that you have legal, valid and binding authorization from the maker of the draft to create a draft against the maker’s account. You agree to furnish valid proof of such authorization upon request and that we may reverse any credit we gave you (and related interest) if the draft is returned at any time. We reserve the right to refuse to accept preauthorized drafts at any time.

Endorsements

We may accept a deposit for any Item last endorsed by you (including as you instruct us). You agree to abide by the endorsement requirements and acknowledge that we have no responsibility for any improper endorsement or marks by you. You understand that we may refuse to accept Items not properly endorsed by you. We may, however, supply a missing endorsement on an Item Bank cashes or takes for collection, and you authorize us to do so. We reserve the right to pay checks without inquiring how the checks were issued or how the proceeds will be used.

Encoding

If you encode any information on a check you deposit with us, you are solely responsible for the accuracy and completeness of the encoding.

Restriction on Deposits

Cash deposits are not accepted, therefore, except as provided for in the terms of any treasury management Service, Bank reserves the right to refuse cash deposits.

Returned Items

Items you deposit in an Account are subject to collection. If any Item is returned to us unpaid by any means or form at any time for any reason, we will reverse the credit to or otherwise debit your Account or any other Account of yours with us for the amount of the credit and any applicable fees, service charges and other Losses (defined below) Bank suffers. If there are not sufficient funds in the Account, we may obtain a refund of the amount of any credit we gave you for the Item by any legal means (and reverse or recover any associated interest or earnings credit) regardless of any applicable midnight deadline or other circumstances. We may, at our discretion, present an unpaid Item for payment or collection again without giving notice to you.

Deposits Continued

Returned Items continued

You understand that an Item drawn on a financial institution in a foreign country may be returned at any time and your obligation with respect to the returned Item could arise at any time. If a deposited Item is returned unpaid, and resubmitted for payment, we reserve the right to charge a re-presentment fee. If a deposited Item is returned unpaid and charged back to your Account, we reserve the right to charge a returned item fee, including when a represented Item is returned unpaid again. If an Item is returned as a counterfeit item, altered item, or for any other reason, you are liable to us for any loss Bank suffers regardless of any confirmation of availability of funds we may have provided to you. You may not receive an original of a deposit Item that is returned unpaid; instead, you may receive an image or other record of the Item.

Foreign Currencies and Checks

We will convert foreign currencies deposited into your account to U.S. dollars and you agree to the costs or fees of the currency conversion, and the current conversion rate. We may accept deposits of Items payable in foreign currencies that are convertible to U.S. dollars. We will credit your Account when we receive proceeds in U.S. dollars, and you will bear exchange rate exposure until that time. The processing and collection of checks drawn on a foreign bank may be subject to foreign law and regulations including with respect to collection and review periods that are different than U.S. periods. Unless otherwise agreed between you and us, you acknowledge and agree that we process checks drawn on a foreign bank on a collection basis only and may return any such check uncollected. Please refer to the Business Fee Schedule at any time for specific costs for business products and services.

Funds Availability

Funds from your deposits will be available for withdrawal as provided in our Funds Availability Policy. Deposits to your Account are subject to our published cut-off times and policies. The availability of funds as provided in the Funds Availability Policy does not mean the funds have been collected, that the applicable Item or other credit or deposit is “good” or has been finally paid or settled, or that the deposit is not subject to chargeback or reversal. We may reverse or chargeback any deposit or other credit to your Account if it is reversed or returned to us for any reason at any time or was otherwise the subject of an error. For more information, please see Funds Availability section in this document.

Substitute Checks

To make check processing faster, federal law permits banks to replace original checks with “substitute checks.” These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. You may use a substitute check as proof of payment just like the original check. Some or all of the checks you receive back from us may be substitute checks. We reserve the right to refuse to accept a substitute check created by a person other than a bank that has not yet been transferred by another bank unless otherwise agreed to by us in writing. We may limit or impose conditions on your right to deposit a substitute check at any time. In no event are you authorized to identify us as a reconverting or truncating bank.

Rights to Decline

We may decline all or part of a deposit, including cash, for any reason. This could happen, for example, if a payee is not a co-owner, authorized signer, or authorized representative on your account, we cannot verify an endorsement, the check was issued from a credit account, the dollar amount of the deposit, the check looks suspicious, it is a non-U.S. item, or other reasons. If we decline a deposit that you mailed to us, we may return it to you at your cost (including charging you for postage and handling to return foreign currency coin or paper) or retain any invalid checks or other documents included in the deposit without crediting your account, at our discretion.

Withdrawals and Transfers

Presentment

We may debit your Account on the day the Item is presented to us by any means. We may charge your Account or place a hold on funds if we receive an electronic or other notice that your Item has been deposited for collection at another bank. We have no obligation to honor any Item drawn on, or any withdrawal or transfer from an Account if an Overdraft (as defined below) would be created or increased. We make the decision to pay or return an Item in a single determination between the time the Item is presented to us by any means or when we receive notice of it, and the time we are required to honor or refuse an Item.

Overdraft

If the Available Balance (as defined below) in an Account is insufficient, at any time, to pay all Items, debits, fees, representments and other transactions presented for payment from the Account, that Account is in an overdraft position (an “Overdraft”). If an Overdraft is created, we may, in our sole discretion, pay or return any Item or debits regardless of the order of presentment, or whether payment creates an Overdraft. You understand that such payment does not constitute an application for credit and that the amount of deficiency, whether from the amount of the Overdraft or any fees assessed, in the Account is immediately due and payable without further demand.

Withdrawals and Transfers Continued

Overdraft continued

In case of any Overdraft, whether by error, mistake, inadvertence, or otherwise, you agree to immediately pay the amount of such Overdraft to us, plus any fees or charges Bank assesses. Overdraft fees and other associated fees may be charged. We may assess an Overdraft fee whether or not we pay the Item or debit. Please refer to the Business Fee Schedule at any time for specific costs for business products and services.

Uncollected Balance Usage Fee

A fee is charged for the use of non-available funds. The drawing on or use of funds in excess of the available balance will cause a negative collected balance. If the Account has a negative-collected balance position during the service charge cycle, the fee will be calculated by applying the applicable rate. Please refer to the Business Fee Schedule at any time for specific costs for business products and services.

Available Balance; Posting Order

The “Available Balance” is an Account’s balance as of the end of the previous Business Day’s processing, plus or minus any pending transactions, direct deposits that have not posted or holds (including deposited funds being held for verification). If multiple Items are presented against the Account for payment and the Available Balance of the Account is insufficient to pay all of those Items, Bank (not you) has the right to decide whether to pay any or all of those items or not. We will post Items and other debits to your Account and pay them as follows: (a) Bank will first post all deposits made prior to the end-of-day cutoff time; next, (b) Bank will post all fees, including but not limited to, any overdraft fees, next, (c) Bank will post ATM and debit card purchases in the order they took place; finally, (d) Bank will post all other debits, including checks, electronic bill payments, wire transfer and ACH debits in the order of lowest amount to highest amount. This posting order may change due to circumstance beyond our control, for example, changes or disruptions in network processing or processing delays by a third party.

Electronic Presentment and Representment

In certain cases, your check may be converted to electronic information and presented to us electronically. If we return a check you wrote, it may be represented to us electronically. You authorize us in our sole discretion to return any Item drawn on your Account by any legally permissible means including returning an Image or other electronic return.

Dates and Restrictions

We may, without inquiry or liability, honor or refuse to honor any Item drawn on your Account that is (a) post-dated or contrary to special instructions or restrictive legend identified on the Item, or (b) undated or has a date on the Item more than six (6) months old. If you do not want us to honor these Items, you must give us a stop payment order prior to the item being presented.

Signature Requirements

If you establish an Account that purports to require two or more signatures on an Item or impose any conditions or restrictions in any way, you understand that such signature requirements, conditions, and restrictions are solely for your own internal control purposes. We will not be liable for paying any Item lacking the required number of signatures, or otherwise not in compliance with any such conditions or restrictions that you have purported to specify. The only conditions or restrictions on the payment or other processing of Items binding on the Bank are those set forth in this Agreement, other Banking Agreements and Applicable Law, and any additional conditions or restrictions that you purport to require, including without limitation requiring two or more signatures on an Item, are not binding on the Bank.

Electronic or Mechanical Signatures

If you use a stamp, computer printer, software, other mechanical or electronic device, or method (collectively, “Mechanical Signatures”) to sign or endorse Items, we are authorized to conclusively rely on that signature as your authorized signature regardless of the person or means by which such signature may have been made, or the color or combination of colors of the signature or any other marking, legend, identifier or code. We will treat the Item that has such signature (or any signature that reasonably resembles the specimen you provide to us) as authorized by you and properly payable, and we will honor it. You acknowledge that you understand and appreciate the risks associated with using Mechanical Signatures and agree that you assume sole responsibility for maintaining the security of the device or computer that operates the Mechanical Signature. We are not liable to you or any other person for any unauthorized use or misuse of a Mechanical Signature or if we dishonor an Item when we believe in good faith that the signature is not genuinely authorized.

Checks Presented Over the Counter

You agree that we will not be obligated to cash any checks issued on your Account that are presented at our counters, and that it will not be a wrongful dishonor for us to refuse to cash any checks presented at our counters. We may dishonor any check presented at our counters, including, but not limited to, if the person refuses to pay the required fee or provide proper identification.

Withdrawals and Transfers Continued

Debit Cards

We may issue you ATM or debit cards (either is called a "card") and a personal identification number ("PIN") when you open your Account. There are daily dollar limits for withdrawals and purchases. We may occasionally decide not to issue a card to a customer.
The following information is a summary of how you can use your card. Some of these uses may not be available with every card or at every ATM or other terminal.

- **At ATMs —** You can use your card with linked accounts at participating ATMs to withdraw cash, transfer funds, and find out balances.
- **At participating merchants —** You can use your card with linked accounts at participating merchants to purchase goods and services. Some merchants may also permit you to withdraw cash from your checking account while making a purchase.

You may use your card at ATMs participating in the networks identified on your card. When you use your card at an ATM, you may be permitted to:

- Check the balance in your designated business checking account,
- Withdraw cash from your account.

You may withdraw up to the limits disclosed separately. If you conduct a transaction at an ATM, the operator of the ATM may impose a fee and the transaction may be subject to additional limitations. You should receive a receipt at the time you conduct a transaction at an ATM. You should examine the receipt carefully to verify that the transaction was completed as requested. If you do not receive a receipt or if the receipt indicates a transaction you did not authorize, notify us immediately.

Your responsibility — You are responsible for all transactions and charges incurred by your use of your card. You are responsible for all transactions and charges incurred by use of card by anyone authorized by you. You, and each person to whom a card is issued, will take reasonable precautions to prevent unauthorized use of your card and you will not disclose the PIN for either card to anyone whom you do not want to use the card. If the PIN is disclosed to anyone and that person then conducts a transaction using your card, the transaction will be deemed authorized and the person will continue to be authorized to conduct transactions until you notify us otherwise by telephone. You shall notify us AT ONCE if you discover or suspect: unauthorized use of your card, unauthorized disclosure of your PIN, or any erroneous or unauthorized transaction appearing on your statement. You are responsible and liable for transactions originated by means of a card issued to a person no longer authorized to conduct transactions on behalf of the business until we have received notice from you that the person is no longer authorized and we have had a reasonable opportunity to act on the notice.

If you suspect that your card number has been lost or stolen, you may not be responsible for an unauthorized use of the card if you report the theft to us promptly. We will reimburse you for the face amount of any "unauthorized transaction" conducted using your card number unless we determine, based on evidence satisfactory to us, that you were grossly negligent or fraudulent in handling your card number.
At our discretion, we may provide you with provisional credit for any unauthorized transaction(s) prior to the completion of our investigation. "Unauthorized transaction" does **not** include:

- any transaction by you;
- any transaction by any person whom you authorize to use the card;
- any transaction by any person whom you authorize to conduct business on the Account;
- any transaction by a person to whom you furnish the card number;
- any transaction that is completed by a person, or entity, to whom you furnished the number for such card or any other identifying information to a person and you give that person authority to perform one or more transactions, and that person thereafter exceeds that authority;
- failure to exercise reasonable control over the card;
- failure to safeguard a card or the number of the card; or if you later believe that the person whom you authorized was a scammer.

We reserve the right to deny the benefit of this policy if we reasonably determine that the claim is invalid due to information in support of the claim and you do not provide the information requested within a reasonable time set by us. You shall not use your card for any illegal transactions, including but not limited to internet gambling. We may charge or restrict your designated business account for a transaction either on the day the transaction is presented to us for payment by electronic or other means or on the day we receive notice of the transaction, whichever is earlier. If we place a hold on your Account and the transaction is charged to your Account before the hold expires, the balance available to you in your Account may be reduced by the amount of the transaction as well as the amount of the hold. We are not responsible or liable to you if a transaction is not charged to your Account because a hold placed on a prior transaction has not expired. We will place a hold on your Account for the amount stated in the notice of the transaction. This hold may exceed the amount of the transaction that is charged to your Account.

Withdrawals and Transfers Continued

Debit Cards continued

Your responsibility continued — We are not responsible or liable to you if a transaction is refused by anyone for any reason. We are not responsible or liable to you if, through no fault of ours, you do not have enough money in your Account to make transactions on your Account that are restricted by legal process or otherwise. If you attempt to conduct a transaction at an ATM, we are not responsible or liable to you if the machine does not have enough cash to complete your transaction or the terminal or system is not working properly and you know about the breakdown when you start the transaction. We are not responsible or liable to you if you attempt to use your card during the period when our processing service is not available because of maintenance or any other reason that is beyond our reasonable control, such as natural disaster, labor or civil unrest, mechanical or electrical failure, computer or equipment failure or otherwise.
IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES. You may not receive cash refunds for purchases you make using your card. If a merchant who honors your card gives you credit for merchandise returns or adjustment, the merchant will do so by sending us a credit that we will apply as credit to your designated business account with us. You are responsible to settle directly with the merchant that accepted your card any claim or defense with respect to goods or services purchased with either card. Any such claim or defense that you assert will not relieve you of your obligation to pay the total amount of the transaction plus any appropriate charges we may be authorized to make. We are not responsible for any breach of warranty by a merchant that represents the quality, price or warranty of goods or services you pay for by using your card. You may not use your card in certain countries where, by reason of federal law or regulation, such use is prohibited. Transactions initiated in or routed through such countries using your card may be blocked. When planning to travel abroad, you may call to determine the countries where restrictions currently apply.

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

Limits — We may establish daily limits on the number and dollar amount of transactions that you may originate by use of your card. Your limits will be disclosed to you separately. We may change these daily limits from time to time. If your designated business account also limits the number of transactions that may be conducted during a statement cycle, debit card and POS transactions conducted using your card will count toward this limit. Transactions conducted at an ATM do not count toward this limit. We will continue to honor transactions from merchants as provided by Bank.

Termination — We may terminate or suspend your use of your card at any time, with or without cause, without prior notice to you. You agree that the terms and conditions of this Agreement apply to all transactions and actions initiated by you or anyone authorized to use your card. These terms include, but are not limited to, the applicable terms and conditions of our Agreements, and other agreements in place at the time.

Limits of Liability — In addition to our limits on liability elsewhere in this Agreement, we are not responsible or liable to you if a transaction is charged to your Account before a hold expires or if the amount of the hold placed for a reported transaction exceeds the amount of the actual transaction charged to your account.

Travel Notification Service — The Travel Notification Service allows you to inform us about your travel plans, enabling you to use your Bank Debit Card outside your state or country for the duration of your travel. Your Travel Notice will be processed within one (1) business day.

Travel Notification Service Terms — Submitting a Travel Notice does not eliminate the possibility that a transaction will be declined at the point of sale. If a transaction is declined, we may, but are not required to, try to use any alternative means of contacting you that you have provided to us.

Transfer limitations

For security reasons, there are limits on the amount of cash withdrawals from the Account that may be made from ATMs. No transactions may be made on a dormant Account through ATMs. Additionally, there may be other limits on the denomination and amount of transactions you can make using some ATM terminal systems.

Account Information, Recordkeeping & Reconciliation

Availability

We will send to you by mail at the address we have in our files, or send or make available to you by other agreed or permitted means, the periodic statements, notices and other information regarding the Accounts and transactions in the Accounts ("Account Information"). If you are subject to Treasury Management T&C's, you may elect not to receive periodic statements. You may also access and view your Account Information by through our online banking platform. We will give you notice of the receipt of wire transfers, ACH credits and other electronic transfers into your Account through your Account Information, but you agree we shall have no liability for any failure or delay in providing such information.

Your Obligations

You acknowledge that you are in the best position to discover an error or problem with your Account including, for example: the payment of an unauthorized (including counterfeit) check, Item or other activity charged to your Account; unauthorized access; an unauthorized or incorrect debit or other charge to your Account; an altered check charged to your Account; a check with a missing or unauthorized signature; erroneous fee charges, credits, debits or other entries, including ACH entries; missing or incorrect deposits and other credits; an incorrect rate; and other problems with your Account or activity in your Account (each, an "Account Discrepancy"). You agree to institute, maintain, and enforce commercially reasonable procedures to prevent fraud, misuse, and unauthorized use of the Account.

You agree to examine and reconcile all Account Information available to you and to notify Bank of any Account Discrepancy as soon as possible, and to cooperate with us at your expense in any investigation of an Account Discrepancy, including providing an appropriate affidavit or filing a police report as Bank may reasonably request promptly and carefully. We may delay acting on the Account Discrepancy until we complete our investigation. If you fail to cooperate with us, we will be relieved of any liability for the Account Discrepancy. Your failure to exercise reasonable care in examining your Account Information or to provide reasonably prompt notice to us may affect any rights you may have against us with respect to the Account Discrepancy. You must provide Timely Notice (defined below) notifying us of, and asserting any claim you may have with respect to, any Account Discrepancy. "Timely Notice" is defined as notice provided to us:

(a) on the same Business Day with respect to any Payment Order (including Instant Payments);
(b) the next Business Day for other electronic funds transfers; or
(c) within thirty (30) days for any other Instruction, transaction or Service (ninety [90] days in the case of Fees), following the date on which such information is sent by us or otherwise made available to you.

If you fail to notify us promptly within this timeframe:

(a) you will be deemed to have failed to exercise reasonable care and promptness in examining your Account Information;
(b) any Item charged to your Account will be deemed fully enforceable against you;
(c) Bank will not be obligated to re-credit or refund the amount of the Account Discrepancy; and
(d) you will hold Bank harmless for the amount of such losses that could have been reasonably prevented.

Time Limitation

Without regard to care or lack of care by you or us, you agree that you cannot commence any legal action or proceeding against us regarding any Account Discrepancy unless you do so within one (1) year after Bank mailed or otherwise made available to you the first statement or other information on which the Account Discrepancy appeared (or would have appeared in the case of missing debts or credits) or was otherwise indicated.

Electronic Fund Transfers

Application

This Section applies to Electronic Funds Transfers, ("EFT"), as defined below, to the extent Bank and you have not entered into a separate written agreement for you to use one of our EFT Services under the Treasury Management T&C's or otherwise. "EFT" means any and all transactions on your Account for the electronic payment or receipt of funds, including wire transfers, ACH entries, SWIFT or the use of any other electronic bank or real-time payments system (collectively, a "Payments Network") by you or by a third party to make payments to, or receive payment from, your Account.

Any instructions from you to us to make such payments or EFT (including amendments and cancellations) shall be deemed "Payment Orders" as defined in the UCC (Uniform Commercial Code). This Agreement is subject to Article 4A of the Uniform Commercial Code - Funds Transfers as adopted in the State of California. If you send or receive a wire transfer, you agree that Fedwire® Funds Service may be used. When you originate a funds transfer for which Fedwire® Funds Service is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. Additionally, if you are a party to an Automated Clearing House ("ACH") entry, you agree that we may transmit an entry through the ACH network, and you agree to be bound by the National Automated Clearing House Association ("NACHA") Operating Rules and Guidelines.

Electronic Fund Transfers Continued

Operating Rules

All EFT to or from your Account are subject to the Operating Rules then in effect for the applicable Payments Network through which the EFT are made or received, including, for ACH transactions, the Operating Rules and any local clearing house used in the process, and for EFT through the funds transfer system of the Federal Reserve Banks, the applicable laws and regulations of the Board of Governors of the Federal Reserve System and related operating circulars, or other electronic Payments Network whether used by you under agreement with us to originate EFT or your receipt of payment via an EFT. We are not responsible or liable for any inaccurate or incomplete information received from a Payments Network.

Legal Compliance

Without limiting your obligation to comply with Applicable Law generally, you agree to comply with the Operating Rules of any applicable Payment Network including without limitation NACHA and the regulations and requirements administered by the Office of Foreign Assets Control (OFAC) and the U.S. Department of the Treasury's Financial Crimes Enforcement Network including screening your EFT transactions for OFAC compliance and to maintain an effective education program within your organization to insure compliance with such regulations and requirements.

Credits

Your Account Information will notify you of EFT payments and other credits to your Account; provided we shall have no liability for any failure or delay in providing such notice. We may, but we are not required, to provide any other notice of the receipt of EFT. All credits to your Accounts for EFT are provisional until we receive final settlement. If we do not receive final settlement or are otherwise required to return the amount of the EFT, Bank is entitled to a refund (through reversal debit or otherwise) of the amount credited to your Account for that EFT, together with any associated interest or credit. We may accept or reject an EFT debit or credit to your Account pursuant to the terms and any limits of the applicable Operating Rules and Applicable Law.

Processing Electronic Funds Transfers

Your ability to originate or receive an EFT is limited to the types of EFT services offered by Bank from time to time through the various Payment Networks. You are solely responsible for the contents and accuracy of each Payment Order to originate an EFT sent to us by you or on your behalf by your representatives. In the absence of specific written instruction, we will choose the Payment Network processor and intermediary banks as necessary to carry out your Payment Order. In any Payment Order for an EFT, Avidbank, any bank or intermediary, are entitled to rely on the Account number and bank identification number provided to us without any obligation to look at the name of the receiving Client or bank that may also appear on the Payment Order for an EFT. If we are given written notice of an error, we will advise you promptly; provided, we shall have no liability for any failure or delay in providing such notice.

Authorization

You authorize us to debit or credit your Account for any EFT to or from your Account that we receive through a Payment Network or based upon your Payment Order. EFT must be transmitted to us by you or on your behalf in accordance with the Operating Rules of the applicable Payment Network, and our policies and procedures. You are responsible for all Payment Orders that are authorized by you or submitted by an Authorized Person on your behalf. Unless you subscribe to one of our Services to specifically block or limit EFT to your Account, you agree that we may debit or credit your Account upon receipt of any such EFT without prior or further notice to you. You agree to timely review your Account Information and notify us immediately if any EFT is unauthorized.

Payment

Unless otherwise agreed to by us in writing, you must pay us the amount of the Payment Order, plus any applicable fees, before we will execute your Payment Order. You also agree to pay the amount of any fees or charges assessed by a Payment Network or other third party.

Limit on Liability

In addition to our limits on liability elsewhere in this Agreement, if we are responsible for interest under Applicable Law for our failure to execute, or a delayed or improper execution of a Payment Order to originate an EFT, our liability for interest is limited to the payment of interest at the applicable Federal Funds rate for that period; provided, however we shall have no liability if such failure, delay or improper execution is the result of any Payment Network.

Fees and Charges

Fees and Charges

Subject to any separate written agreement between you and us that has been signed by one of Bank's authorized officers, you agree to pay our standard fees and other charges in connection with your Accounts as established by us from time to time. A copy of the fees and charges applicable to you may be obtained from our relationship manager for your Accounts. You also agree to pay us our costs and hourly fees for complying with subpoenas or other legal orders and your requests. To the extent that any of your subsidiaries and affiliates have Accounts with us, and you or they have designated in writing that the Accounts should be linked for access and use, you agree to be responsible for any unpaid fees, charges or other Obligations of such subsidiaries and affiliates.

Fees and Charges Continued

Fees and Charges continued

Unless we have agreed to allow you to pay fees through account analysis or compensating balances, you authorize us to debit or otherwise deduct the fees and other charges, and costs from your Accounts, even if it creates an Overdraft. For electronic transfers, we may deduct our fees from the proceeds of such transfers. Unpaid amounts due to us may be subject to a finance charge. Please refer to the Business Fee Schedule at any time for specific costs for business products and services.

Stop Payment Instructions

Checks

You may instruct us in writing to stop payment on an Item that has not been paid, accepted, or certified by us or converted to an electronic payment. A stop payment instruction is only effective if you have given us the proper account name, account number, check number and corresponding amount of the Item and we have had a reasonable opportunity to act prior to us paying, accepting, certifying, or otherwise acting with respect to, or becoming obligated on, the check. A stop payment instruction is valid for six (6) months from the date of request. We reserve the right to require additional information. All required information must be exactly correct for the stop payment instruction to be effective. We may pay a check after the stop payment instruction expires or if required by law. Stop payment orders will not be accepted for cashier's checks, certified checks, or other Bank obligations. By placing a stop payment instruction, you agree to indemnify and hold us harmless for all expenses, costs, liabilities, losses, and reasonable attorneys' fees incurred by us due to our refusal to pay the Item. If we re-credit your Account after payment over a valid stop payment instruction, you agree to assign to us your rights against the payee of the Item and to assist us in enforcing those rights. Our liability with respect to any stop payment instruction is limited in all cases to the face amount of the applicable Item.

Preauthorized Payments

If you have told us in advance to make regular payments from your Account, you may instruct us in writing to stop these payments in time for us to receive your request three (3) Business Days or more before the payment is scheduled to be made. We will charge you a fee for each stop payment order you give. Once you have placed a stop payment order on a pre-authorized transfer, we will not make any more preauthorized transfers to the person you were going to pay until we receive a new written authorization from you. We will honor only the exact information given to us and we are not responsible if the information is not correct.

ACH Debits

A Stop Payment Order may be placed on either a one-time debit transfer or on a multiple debit entry transfer. If you request a Stop Payment Order on an Electronic Check Conversion or other one-time debit transfer, we must receive the request in writing, in a period of time that provides us a reasonable opportunity to act on it prior to acting on the debit entry, otherwise the Stop Payment Order shall be of no effect. If you requested a stop payment on a multiple debit entry transfer, we must receive the Stop Payment Order, in writing, at least three (3) Business Days before a scheduled multiple debit entry. A Stop Payment Order on an ACH debit remains in effect until the earlier of:

a) your withdrawal of the Stop Payment Order,
b) the return of the debit entry, or
c) six (6) months from the date of the Stop Payment Order, unless you renew the Stop Payment Order.

You may renew the Stop Payment Order for an additional six (6) months to prevent the transfer from being paid by providing a request to us within the time period the Stop Payment Order is in effect. When a stop is placed on a multiple debit entry transfer, we may require your confirmation in a record or writing stating that you have canceled your authorization for the transfer with the payee (a Stop Payment Order does not revoke authorization). The Stop Payment Order shall be governed by the provision of the Uniform Commercial Code 4A in effect in the state in which we are located, NACHA Operating Rules, and any applicable state law. You may be charged a fee every time you request a Stop Payment Order, and for each Stop Payment Order renewal you make. A release of the Stop Payment Order may be made by the person who initiated the stop payment request or any of the authorized signers on the account. Our acceptance of a stop payment request does not constitute a representation by us that the item has not already been paid or that we have had a reasonable opportunity to act on the request.

Protecting Your Accounts

Fraud Prevention

You acknowledge that your Accounts are subject to growing and constantly changing risks of unauthorized or fraudulent activity from sources inside and outside your company, and that you have responsibility for addressing these risks and working to prevent fraudulent or unauthorized use of your Accounts.

Protecting Your Accounts Continued

Actions You Can Take to Help Protect Your Account

Your role is extremely important in helping to prevent the wrongful use of your Account. Please consider the measures below to help you protect your Account. We offer several services you can use to help keep track of your account on a daily basis. You can use our Online Banking service to review your Accounts and Online Alerts to receive notice of account balances and activity. However, the most effective fraud protection involves steps that can only be taken by you. These include, but are not limited to:

- restrictions on persons who are provided access to the Account or to check stock and electronic access to the Account;
- prompt review of transactions on the Account, including review of monthly statements and examination of paid Items; and
- avoidance of only one individual having the ability to access the Account and handle related recordkeeping.

Internal Controls

You agree to institute and maintain reasonable and effective procedures to prevent fraud, misuse and unauthorized use of your Accounts and to ensure the security of your checks and check stock, account numbers, security procedures, access devices, access to the Accounts and your internal procedures including those anti- fraud measures Bank provides or make available on our website or through Client communications ("Anti-Fraud Measures"). You represent and warrant that you have in place and will enforce effective internal controls including Anti-Fraud Measures to ensure that the Accounts are used by your personnel only if authorized by you.

One area of increasing fraud is the theft and then alteration of checks sent through the mail. You should consider using electronic fund transfers to make payments rather than mailing checks whenever possible. In addition to reviewing your statements, it is critical that you promptly examine paid checks returned to you or images of paid checks available through your online dashboard to ensure that the payees and/or amounts have not been altered in any way. If you suspect a check was altered or otherwise was not properly paid, you should contact us immediately.

Bank Services

In addition to the Anti-Fraud Measures you can implement on your own, Bank offers a variety of Services designed to assist you in reducing or stopping the incidence of check, ACH and other fraud and unauthorized activity in your Accounts including positive pay, ACH transaction control, disbursement control and information reporting. If you choose not to implement any of the fraud prevention products or services we offer—such as "Positive Pay," or if you fail to follow any precautions or security measures that are reasonable and appropriate for your type of account or circumstances, you expressly assume all risk of loss related to unauthorized, altered, counterfeit, or other fraudulent items that these products, services, or precautions are intended to detect or prevent. Under no circumstances will we be liable, nor shall we be required to re-credit your account or otherwise compensate you for any losses or damages resulting from such items. By declining or failing to use these safeguards, you waive any right to assert claims against us for payment of unauthorized, altered, counterfeit, or fraudulent items, regardless of the circumstances or any alleged negligence on our part.

Lost Checks or Devices

You must notify us as soon as possible of any known or suspected loss, theft, or unauthorized use of your checks or any card, code, or access device. Until we have received and have had a reasonable opportunity to act on such notice, we may maintain debits and honor transactions effected in your Account (except as otherwise provided by law) through the use of your checks or any card, code, or access device. We may close the Account, permit withdrawals by you or issue new evidence of an Account on such conditions as we may require.

Account Access

We offer for your convenience and protection various methods and procedures (including cards, access devices, IDs, and passwords) by which you can use, access, and obtain information about your Accounts. While these methods embody or require security procedures, we cannot absolutely ensure against "unauthorized" inquiries or transactions using these procedures. You agree to maintain strict internal controls, policies and practices to prevent the theft or misuse of checks and access devices. You acknowledge and agree that you are fully responsible for, and release us from all liability for, the release of Account or balance information to, and transactions by, any person who uses any such access device or your Account access information assigned to you to execute transactions or gain such information.

Account Holds

If we suspect or are alerted to a security breach, fraud, or other apparently unauthorized activity in or affecting your Account, you agree that we may suspend or freeze the Account or place a hold on some or all of the funds in the affected Account. You understand that such actions may mean that valid transactions in the affected Account are returned or not processed and release us from any and all liability for our actions.

FDIC Insurance

FDIC

The FDIC protects the depositors of insured banks against loss of their deposits due to a bank failure. The basic amount of deposit insurance is set by the FDIC, which is subject to FDIC change. Insurance coverage is dependent upon account ownership categories and is subject to FDIC requirements.

General Account Matters

Account Usage

You acknowledge and agree that (a) Bank has no obligation to examine or question the source of any funds deposited in your Accounts, and (b) if you establish any Accounts for which you are acting in a fiduciary, agency, custodial, escrow or other representative capacity, then you are solely responsible to the principals, beneficiaries and others with an interest in connection with any such Account. We are not responsible for monitoring your actions, verifying your compliance with any governing instruments or other obligations you may have.

Electronic Access

If you access your Accounts through our internet portal, by telephone or similar means, your authorization to us to carry out your instructions or enable access to your accounts may be given by the use of codes, personal identification numbers, passwords, biometric means, private keys, and similar means. All communications and access to your Account using such methods are deemed valid, authentic, and duly authorized by you.

Interest Calculation Method

Some checking and savings accounts earn interest while others do not. Our interest-bearing checking and savings accounts have a variable interest rate. We may change the interest rate for your account at any time without notice. Unless otherwise stated, Avidbank's interest calculation uses an Annual Percentage Rate (APR) that is compounded daily over an actual number of days in month/actual number of days in year basis (365-day or 366-day year) to provide the Annual Percentage Yield (APY). We reserve the right not to pay interest on any deposited Item that is returned to us unpaid. We pay interest only in whole cents: any amount of interest less than half of one cent will be rounded down.

Earnings Credit Calculation Method

Some checking account types are eligible to receive an earnings credit allowance to offset some or all 'analysis-based' service fees ("Account Analysis," "Analyzed Accounts"). Our earnings credit eligible checking accounts have a variable earnings credit rate (ECR) that may change at any time without notice. Fee-based service fees are not eligible to be offset by the earnings credit. Unless otherwise stated, Avidbank calculates the earnings credit amount by multiplying the Investable Balance by the Earnings Credit Rate divided by 365 days, multiply by number of days in the month. The Investable Balance is the Average Positive Collected Balance for the month less any Reserve Requirement (if applicable).

Entire Agreement

These Agreements, together with our Funds Availability Policy, account opening forms, schedules and information specifically referred to in these Banking Agreements, and any separate service terms or agreement in effect between us constitutes the entire agreement between us regarding your Accounts and supersedes any and all prior representations, understandings, and proposals. There are no oral agreements between Client and Bank. These Agreements may not be altered via email, text message or other electronic communication between Client and Bank. These Agreements are binding upon and for the benefit of you. Our internal rules, internal policies and procedures are for our own internal benefit and do not create any rights for you.

Certificates of Deposits

CD

Certificate of Deposits ("CD" or "CDs") Terms range based on current product offerings, with minimum and maximum date ranges. No additional deposits or withdrawals are accepted. The penalty for early withdrawal is based on the term of the CD. CDs are FDIC-insured up to the maximum amount permitted by law.

CD Interest Rates and Yields

Current interest rates and annual percentage yields are available by contacting your Relationship Manager or Treasury Management Officer. The interest rate will remain the same until the maturity date of the CD, except that interest rates and annual percentage yields may change on variable rate CDs. The annual percentage yield assumes interest remains on deposit until maturity. A withdrawal of interest will reduce earnings. Interest begins to accrue on the Business Day of deposit. Interest is calculated using the daily balance method based on an actual number of days in year basis (365-day or 366-day year). This method applies a periodic rate to the balance in the Account each day. If the final period of the CD term is less than 32 days, interest will not be compounded during the final period.

Certificates of Deposits Continued

Interest Credit

Interest on the CD may be credited monthly, quarterly, semi-annually, annually, or at maturity and may be paid by capitalizing to the CD, transferring to an Avidbank checking or savings account, or paid by check. Interest will not be paid after the maturity date unless the Account is renewed. If the CD is closed before accrued interest is credited, interest will not be paid.

Early Termination Penalty

You are required to maintain these funds on deposit for the contracted period of time. Withdrawal prior to maturity will be permitted only with the consent of Bank, which can only be given at the time of withdrawal. Partial withdrawals are not allowed. A penalty will apply if principal is withdrawn prior to the maturity date, based on the term of the CD. The penalty will be as defined in the Business Terms and Conditions. Promotional CDs may require a minimum deposit and will be subject to early withdrawal penalties as stated in the promotion. Please refer to the Business Fee Schedule at any time for specific costs for business products and services.

Disclosing Information

Disclosing Information

We acknowledge that non-public information we obtain from you in connection with providing a Service to you may be confidential. We have implemented policies, procedures, and controls that are intended to safeguard Client information in accordance with Applicable Law and regulatory guidelines. We do not sell your information nor use it for Marketing purposes without your expressed consent. We will disclose information for these circumstances if required:

- in response to any subpoena, summons, court or administrative order, or other legal process which we believe requires our compliance,
- in connection with collection of indebtedness or to report losses incurred by us,
- in compliance with any agreement between us and a professional, regulatory or disciplinary body,
- in connection with potential sales of businesses,
- to service providers who help us meet your needs by assisting us in providing or offering our products or services.

For Bank's privacy policy please go to https://www.avidbank.com/privacy-policy-ccpa.

Agreement to Arbitration, Jury Trial and Class Action Waiver, & Consent to Jurisdiction

Indemnity and Limitations on Liability

CLIENT AGREES TO THE MAXIMUM EXTENT PERMITTED BY LAW THAT IN NO EVENT WILL BANK BE LIABLE OR RESPONSIBLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL (INCLUDING ATTORNEYS' FEES), PUNITIVE OR INDIRECT LOSS OR DAMAGE THAT YOU OR ANY OTHER PERSON MAY INCUR OR SUFFER IN CONNECTION WITH ANY ACCOUNT OR YOUR USE OF ANY ACCOUNT, EVEN IF BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES OR COULD REASONABLY FORESEE SUCH LOSS OR DAMAGE. CLIENT FURTHER AGREES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THAT OUR LIABILITY TO YOU ARISING IN ANY WAY FROM THE ACCOUNTS AND YOUR USE OF THE ACCOUNTS WILL BE LIMITED TO ACTUAL MONETARY DAMAGES THAT ARE THE DIRECT RESULT OF OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

Client agrees to indemnify and hold Bank and its officers, directors, employees, affiliates, shareholders and agents harmless from and against any and all losses, liabilities, damages, actions, claims and expenses including court costs and reasonable attorneys' fees and expenses (collectively, *"Losses"*) resulting directly or indirectly from, or arising in connection with: (a) your breach of any obligation to us; (b) your violation of Applicable Law; (c) your use of the Account and any transaction in the Account; and (d) our complying with or carrying out any instruction (including the receipt or origination of an Electronic Funds Transfer) or other direction given to us in accordance with these Agreements. You are not, however, obligated to indemnify us for any Loss directly resulting from our gross negligence or bad faith.

Time Limitation

Except as otherwise specifically provided in these Agreements, any claim by you under these Agreements or to recover a loss or damages related to your Account must commence within one (1) year from the date that the event giving rise to the claim first occurred.

Agreement to Arbitration, Jury Trial and Class Action Waiver, & Consent to Jurisdiction Continued

Arbitration Agreement

Except as expressly provided below, any claim, dispute, or controversy between you and Bank arising out of or relating to your Account and/or this Agreement (each, a "Dispute"), whether based in contract, tort, statute, regulation, common law, or equity, shall be resolved by final and binding arbitration, rather than in court. This Arbitration Agreement evidences a transaction involving interstate commerce and shall be governed by and enforced under the Federal Arbitration Act (9 U.S.C. §§ 1–16) (the "FAA"). To the extent California law is not preempted by the FAA, California law shall apply. The arbitration shall be administered by JAMS under its Comprehensive Arbitration Rules & Procedures then in effect, as modified by this Arbitration Agreement. The arbitration shall be conducted before a single neutral arbitrator who is a retired judge with experience in commercial banking or financial services matters. The arbitrator shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Arbitration Agreement, except that a court of competent jurisdiction shall determine the enforceability of the class action waiver below. Unless the parties agree otherwise, the arbitration shall be conducted in Santa Clara County, California. Discovery shall be limited to that which the arbitrator determines is reasonable and proportional to the needs of the dispute.

Nothing in this Arbitration Agreement limits, delays, waives, or otherwise restricts the Bank's rights of setoff or security interest, including the Bank's right, without prior notice and without judicial action, to: (1) exercise any right of setoff against any Account; (2) place holds or freezes on funds; (3) apply funds to satisfy any Obligation; or (4) enforce any consensual or statutory security interest granted under this Agreement or any other Banking Agreement. Such actions shall not constitute a waiver of the obligation to arbitrate any Dispute and shall not be subject to arbitration.

Bank may exercise all self-help remedies permitted by law, including setoff, account suspension, or application of collateral, without first commencing arbitration or obtaining an arbitral award. Any dispute regarding the propriety or amount of such actions shall be resolved through arbitration as provided herein. Notwithstanding the foregoing, and subject to the jurisdiction section below, either party may seek temporary, preliminary, or injunctive relief in court to preserve rights or property, enforce setoff or security interests, prevent dissipation of funds, or maintain the status quo pending arbitration. Seeking such relief shall not waive the obligation to arbitrate the underlying Dispute.

The arbitrator may award any relief available in an individual action at law or in equity, subject to the limitations of liability, indemnification provisions, and exclusions of damages set forth in this Agreement. Each party shall bear its own attorneys' fees and costs, except as otherwise required by applicable law or expressly provided in this Agreement. Arbitration fees shall be allocated in accordance with JAMS Rules, subject to reallocation where permitted by law.

Class Action Waiver

YOU AND WE EACH AGREE THAT ANY DISPUTE SHALL BE RESOLVED ONLY ON AN INDIVIDUAL BASIS. Neither party may bring or participate in any class, collective, consolidated, private attorney general, or representative action in arbitration or in court to the fullest extent permitted by applicable law. The arbitrator shall have no authority to conduct class or representative proceedings or to award relief to anyone other than the individual party. Notwithstanding the foregoing, the parties retain the right to participate in a class-wide settlement.

Jury Trial Waiver

BY AGREEING TO ARBITRATION, YOU AND BANK EACH WAIVE THE RIGHT TO A TRIAL BY JURY, EXCEPT AS EXPRESSLY PROVIDED HEREIN. The Arbitration Agreement shall survive the closing of any Account, the exercise of setoff or security interest rights, and the termination of the parties' relationship. If any provision of the parties' Arbitration Agreement is held unenforceable, that provision shall be severed and the remainder shall remain in full force and effect; provided, however, that if the class action waiver above is found unenforceable, the Arbitration Agreement shall be null and void in its entirety for purposes of any class action.

Exclusive California Forum; Consent to Jurisdiction

To the fullest extent permitted by applicable law and subject to the Arbitration Agreement above, any claim, dispute, or proceeding arising out of or relating to this Agreement that is filed in court (including, without limitation, any action to compel arbitration, to enforce or confirm an arbitration award, or to obtain temporary, preliminary, or injunctive relief) shall be brought exclusively (a) in the state courts of the State of California located in Santa Clara County, California, or (b) if federal jurisdiction exists, in the United States District Court for the Northern District of California. Each party irrevocably submits to the exclusive jurisdiction of such courts and waives any objection based on lack of personal jurisdiction, improper venue, or forum non conveniens.

Termination

Termination

Bank reserves the right to close your Accounts, with or without cause, at any time. You may, at any time, close the Accounts after Bank receives written notice and has had a reasonable opportunity to act on it. The existence of a zero balance in an Account does not itself terminate an Account. Our rights under these Agreements will survive the closing or termination of your Accounts.

Set Off and Security Interest

Set Off and Security Interest

Any Obligation (defined below) may be charged to any Account in your name or in your name and the name of another or others, and you hereby grant to us a security interest in your Accounts to secure the Obligations, regardless of the amount of your contribution to such Account. You agree that the security interest you have granted to us is consensual and is in addition to our common law right of set off. You also grant to us the right, on your own behalf and on behalf of any Bank Affiliate, to set off against any and all funds in your Account to pay any Obligation owed by you to us or any Bank Affiliate (defined below). You acknowledge that the Obligations that are secured by our security interest and set off rights include all present and future Obligations owed by you to us or any Bank Affiliate. You agree that we may act in accordance with instructions received from any such Bank Affiliate regarding disposition of any funds in your Account without any further consent or action by you. Bank may exercise our right of set off and our security interest without recourse to other collateral, if any, even if such action causes you to lose interest, have transactions drawn on your Account returned, incur an early withdrawal penalty or any other consequence. If we exercise our rights under this paragraph, we will notify you to the extent required by Applicable Law. Our right of set off and our security interest do not apply to any Account expressly held by you and to which you have access solely in a fiduciary capacity for the express benefit of others, and such rights may not apply to your Account to the extent specifically prohibited by Applicable Law. Solely for purposes of this paragraph, the term "Account" means and includes any account (as that term is defined in Article 9 of the UCC) you have with any Bank Affiliate.

Bank Affiliates

In these Agreements, "Bank Affiliate" means any one or more direct or indirect subsidiaries of Avidbank and its successors and assignees, now in existence or created or acquired in the future. These subsidiaries include entities with a name that includes "Avidbank" and entities without the Avidbank name.

Obligation(s)

Obligations means all loans, advances, indebtedness and each and every other obligation or liability owed by you to Bank or a Bank Affiliate, however created, of every kind and description, whether now existing or hereafter arising and whether direct or indirect, primary or as guarantor or surety, absolute or contingent, liquidated or unliquidated, matured or unmatured, participated in whole or in part, created by trust agreement, lease, overdraft, agreement or otherwise, whether or not secured by additional collateral, whether originated with us or owed to others and acquired by us by purchase, assignment or otherwise, and including, without limitation, all loans, advances, indebtedness and each and every obligation or liability arising under any loan document, letters of credit now or hereafter issued by us or any Bank Affiliate for your benefit or at your request, or other agreement for services or exchange, all obligations to perform or forbear from performing acts, and agreements, instruments and documents evidencing, guarantying, securing or otherwise executed in connection with any of the foregoing, together with any amendments, modifications and restatements thereof, and all expenses and attorneys' fees incurred by us or any Bank Affiliate in connection with any of the foregoing. Without limiting the foregoing, Obligations also include, without limitation, all obligations, liabilities, fees, costs, expenses, indemnities, and reimbursement obligations arising out of or relating to wire transfers, funds transfers, Payment Orders, or other electronic funds transfers (including those governed by Article 4A of the Uniform Commercial Code).

Pledged or Assigned Accounts

Pledged or Assigned Accounts

You agree that we may terminate or place a hold on, and dishonor all Items drawn on any Account that you have assigned or in which you have granted a security interest to any third party, (whether or not we consented to such assignment or security interest). Upon receipt of oral or written notice from any party of a claim regarding an assigned or pledged account, we may place a hold on the Account. Additionally, we may hold funds as collateral. You agree that we will have no liability to you or any other person for our failure or refusal to honor any Item drawn on, or any other withdrawal instruction regarding your pledged or assigned Account.

Legal Process

Legal Process

If your Account becomes subject to any claim, or legal process or proceeding ("claim"), we may suspend payment on, freeze or take other actions regarding any Account that we believe to be affected until final determination or appropriate resolution of the claim, regardless of the circumstances. Bank is not liable to you in that event provided we acted in good faith. You may be subject to our fees and other charges in connection with a claim on or against your Accounts.

If we are brought into (either as a named party or other third party) or must initiate any legal proceedings regarding you or your Account, including for the collection of Overdrafts, you agree to reimburse us, to the extent allowed by law, for any reasonable attorneys' fees and other fees and costs that we may incur. Bank may also, at our option, pay the funds subject to a claim to the clerk of an appropriate court, so that the court may decide who owns or controls the money.

We may also create a hold on the Account in anticipation of such fees and expenses. We will have no liability for complying with such legal process, or if there are insufficient funds available in or another restriction on the Account because of actions Bank takes in response to such legal process.

Unlawful Internet Gaming Enforcement Act Notification

Gambling Enforcement

"*Restricted transactions*" are prohibited from being processed through any Account or relationship. A "*restricted transaction*" includes, but is not limited to, any transaction or transmittal involving any credit, funds, instrument, or proceeds that any person engaged in the business of betting or wagering knowingly accepts, in connection with the participation of another person in unlawful Internet gambling, as required by the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG. You agree to indemnify us from every action, proceeding, claim, loss, cost and expense (including attorney's fees) suffered or incurred by us due to any U.S. or foreign government entity seizing, freezing or otherwise asserting or causing us to assert control over any account or funds in an account of yours (or ours) when purportedly caused by, or arising out of, your action or inaction. This will apply whether or not such action is ultimately determined to be authorized under the laws of the U.S. or its territories, or of any foreign jurisdiction. We are not required to inquire or determine the authority of any action taken by the U.S. or foreign government entity prior to acceding to any legal process initiated by it. We may decide to block transactions, and if any such activity is identified, we may close your account, as well as end our relationship.

Amendments

Amendments

From time to time, we may amend, delete, replace, add to or change (each, an "Amendment") the Banking Agreements. We will give you notice of an Amendment as may be required by law, including electronic notice or posting on our website. You acknowledge that electronic notice, including via email and posting, has the same legal effect as a paper notice. You agree to visit our web site periodically to review the current version of this Agreement and other Banking Agreements. Amendments will be effective on the date indicated in the notice; provided, that if an effective date is not indicated, the effective date will be thirty (30) calendar days from the date the notice was sent or posted. If you do not wish to be bound by the Agreements as revised by an Amendment, you may close the Account before the effective date of the Amendment. Your continued use of the Account after the effective date is deemed your agreement to the Amendment. A change in our interest rates or earnings credit rates or security or operating procedures does not constitute an Amendment of these Agreements and we may effect such changes at any time without prior notice to you.

Miscellaneous

Force Majeure

Bank shall not have any responsibility or liability for any failure, error, malfunction or any delay in carrying out any of its obligations under the Agreements if such failure, error, malfunction or delay results from events due to any cause beyond its reasonable control, including, without limitation, unavailability of any communications system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes, stoppages of labor or industrial action of any kind, civil disruption, riots, insurrection, war or acts of government, power or Equipment failure (including that of any common carrier, transmission line, internet service providers, cloud services, data centers or software and software defects, or energy providers), emergency conditions, pandemics, adverse weather conditions or any other factor, medium, instrumentality, condition or cause. Bank will not be liable or responsible for the acts or omissions of any other financial institution or any third party or for any inaccuracy or omission in a notice or Communication received by Bank from Client, another financial institution, or any other third party. In addition, Bank shall be excused from failing to transmit, or delaying the transmission of, any transaction, if such transmittal would result in Bank exceeding any limitation on its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Bank's otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.

Miscellaneous Continued

Force Majeure continued

Bank shall not be liable for any failure to perform any of its obligations under the Agreements if such performance would result in it being in breach of any law, regulation, requirement or provision of any government, government agency, banking or taxation authority in accordance with which it is required to act, as it shall determine.

Governing Law

These Agreements are governed by and shall be interpreted under the laws of the State of California (including the Uniform Commercial Code of California (UCC), as in effect from time to time), without regard to California's conflict of law principals, and under applicable federal laws and regulations. To the extent any Applicable Law may be modified or supplemented by agreement of the parties and the provisions of these Agreements or any other agreement or document applicable to your Account or transactions have done so, you and Bank agree to such modifications and supplements and the term "Applicable Law" shall be construed to include such laws as so modified or supplemented.

Severability

To the extent any term or provision in the Banking Agreements or the application of such provision to any person or situation is invalid or unlawful under Applicable Law, such provision shall be deemed modified to comply with Applicable Law, and the remainder of these Agreements and the application of such provision to other persons or situations shall not be affected.

Notices

Except as otherwise provided in a separate agreement between you and us, or as indicated in our brochures or materials with respect to a specific aspect of your Account, all notices and other communications by you or us relating to your Accounts must be in writing and:

- if to you, addressed to your primary address as shown in our records,
- if to us, please address to the main office, or at such other addresses Bank may specify in writing

Any notice or communication to you or us will be effective no later than when actually received, and there has been a reasonable time to act on it. We are entitled to rely on any written notice or other communication that we believe in good faith to be genuine and to have been authorized by you. We may give notices and communications to you in any reasonable form or medium and by such means as are permitted by Applicable Law.

Electronic Communication

Electronic communications (including, but not limited to, e-mail, facsimiles, text messages, and other digital methods) from you, including instructions, are not binding on us and do not constitute notice to us as contemplated by these Agreements unless we otherwise expressly agree in writing. We may, however, rely on the content of electronic communications from you as being authorized if Bank accepts the communication in good faith and reasonably believes it was sent by an Authorized Person. You must NEVER provide your sensitive information, security information, or other confidential information in a non-secure electronic channel.

Electronic Signatures

Each party agrees that these Agreements and any other documents to be delivered in connection herewith may be electronically or digitally signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. Delivery of an executed counterpart of this Agreement by facsimile, PDF, or other electronic means shall be effective as delivery of an original manually executed counterpart. You agree that electronic signatures are the legal equivalent of handwritten signatures. Your consent applies to this transaction and any future disclosures, agreements, statements, and notices related to your relationship with us unless written consent to withdrawal is received by an Authorized Signer. You have the right to request paper copies of any record. Withdrawal may delay transactions or affect your ability to use certain services that require electronic delivery. To access electronic records, you must have a valid email address on file and agree to keep your contact information up to date.

Processors

You acknowledge that we may arrange for some or all of our Services to be performed or provided by third party processors, who may or may not be Bank Affiliates. You further agree that any such processor is a third-party beneficiary of these Agreements and as such is entitled to rely on, and avail itself of, the provisions of these Agreements as if they were us, including the limits on liability and indemnities. Bank is responsible for the processors Bank selects.

Inactive Accounts

If an Account has had no withdrawal or deposit activity, or we have had no contact from you regarding the Account for twelve (12) months, Bank may consider the Account inactive and stop sending Account statements. Service fees and other terms applicable to active Accounts will apply to the Account while it is inactive except where prohibited by law. Inactive Accounts may be subject to additional fees. You understand that under state abandoned property laws, we must turn over to the State your Account if it has been inactive for a specified period of time as prescribed by Applicable Law.

Miscellaneous Continued

Relationship

The relationship created by any deposit is that of debtor and creditor and otherwise the relationship between us is that of independent contractor. No fiduciary or other special relationship exists except as required by law.

Recording

You authorize us to monitor, record, and retain telephone calls, electronic messages, and other data transmissions at any time without notice for any reason including to provide a record of instructions with respect to your Accounts, but we are not obligated to do so.

Transfer and Assignment Restrictions

You may not transfer or assign any of your rights to, or grant a security interest in any Account or right to use the Account without our prior written consent.

Other Agreements

To the extent that terms of the Banking Agreements directly conflict with the terms of any other written agreement between you and us relating to any Accounts or Services provided by us, the specific terms of such other agreement shall control. Even if a provision of the Banking Agreements is held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the other provisions of the Banking Agreements will not be affected or impaired by such holding.

Waiver

Bank may waive, but only in writing, any provision of the Banking Agreements, but the waiver will apply only to that provision and on that occasion. In no event is any waiver or series of waivers to be construed as creating or requiring a waiver of any provision in the future.

Funds Availability Policy

Funds Availability Policy

Our Funds Availability Policy is to make funds from your deposits available to you on the first Business Day (as defined in the following Glossary) after the day we receive your deposit. Electronic direct deposits will be available on the Business Day we receive the deposit, if prior to our established cut-off time. Once they are available, you can withdraw the funds in cash and we will use the funds to pay items presented for payment. A deposit received by mail will be considered made on the Business Day of receipt at an authorized location for mail deposits before our established cut-off time. Deposits made by lockbox arrangement, deposit courier and armored carrier are subject to the terms and conditions in the Treasury Management T&Cs. Deposits received after an established cut-off time are considered received on our next Business Day and availability is determined from that day. Please note that all deposits are subject to final verification by us and even if funds have been made available, they are subject to correction. If your funds will not be available until the second Business Day after the day of your deposit, we will make at least the minimum required by Reg CC of your deposit available on the first Business Day after the day of your deposit. The remaining funds will be available no later than the second Business Day after the day of your deposit.

Immediate Availability

The following types of deposits will usually be available for withdrawal immediately if made during business hours on a business day:

- Electronic direct deposits,
- Wire transfers, and

The first $275 from the total of all other deposits made on any given day.

Thresholds

We may limit the amount you may deposit using our mobile deposit or remote deposit capture products. The limits are subject to change at any time without notice. For more information on these products, please see the Treasury Management T&C's.

Foreign Checks

Checks drawn on a foreign financial institution, whether negotiable in a foreign currency or in U.S. dollars, may require special funds collection processing by Bank. As a result, funds availability may be delayed. If you deposit a foreign check, you agree that we may delay funds availability at our discretion until we are satisfied that we have received final payment of the check.

New Accounts

If you are a new Client, the following special rules may apply during the first thirty (30) days your Account is open. Funds from electronic direct deposits to your account will be available on the Business Day we receive the deposit. Funds from deposits of wire transfers and the first $6,725 of a day's total deposits of cashier's, certified, teller's, traveler's and federal, state and local government checks will be available on the first Business Day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess of $6,725 will be available on the seventh (7) Business Day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first $6,725 will not be available until the second Business Day after the day of your deposit.

Funds Availability Policy Continued

Delays

Funds deposited by check may be delayed for longer than two (2) Business Days if any of the following occur:

- We have a reason to believe the check deposited will not be paid.
- Deposits that exceed large deposit threshold under Reg. CC and deposited the same business day,
- A check is re-deposited that has been returned unpaid,
- The deposit Account has been repeatedly overdrawn in the last six (6) months,
- An emergency occurs, such as failure of communications or computer equipment,

Availability of funds delayed for one of these reasons will generally be no later than the seventh (7th) Business Day after the day of your deposit~~.~~. If we decide to delay availability, we will provide you with notice at the time of your deposit or by the next Business Day, which will include the reason for the delay and the date when funds will be available.

Savings Accounts

Savings accounts may be subject to transaction limitations for Reg D requirements.

Glossary

ACH	Automated Clearing House
Account Owner	For a business deposit account, the account owner is the legal entity (like a Corporation, LLC, or Partnership) or the individual (Sole Proprietor) that legally owns the funds and has ultimate control.
Applicable Laws	Any state, federal or local laws and regulations that govern business deposit accounts, including but not limited to the Federal Reserve, OCC, FDIC, CFPB, CFR and others. For further information, you can consult the official government websites for specific laws and regulations: • FDIC Law, Regulations, Related Acts • OCC Regulations • Federal Reserve Regulations (specifically Regulation D) • eCFR (Title 12, Banks and Banking)
ATM	Automated Teller Machine
Beneficial Ownership	Beneficial ownership refers to the natural person(s) who ultimately owns, controls, or receives the benefits from a legal entity (like a company or trust), even if they are not the legal owner of record. A beneficial owner typically holds 25% or more of the equity interest or exercises substantial control, such as managing the entity or appointing senior officers
Business Day	Every day is a business day except weekends and bank holidays that we observe
CFPB	Consumer Financial Protection Bureau
Cut-Off Time	Bank allows transactions to process as same-day if a deposit is reached to the bank before the designated time. Avidbank lists their cut-off times in Pacific Time (PT)
Dormant Account	A dormant account means no client contact nor activity, such as no client-initiated deposits, withdrawals or other communication from you about the account, for two (2) years. These accounts may be charged inactivity fees, and the account may be considered abandoned and returned to the state where the account is domiciled.
Entity	See Account Owner
FDIC	Federal Deposit Insurance Corporation
IOLA	Interest on Lawyer Account
IOLTA	Interest on Lawyers' Trust Account
IOTA	Interest on Trust Accounts
Inactive Account	That means client no contact nor activity for one (1) year. These inactive accounts can be charged inactivity fees, and if there is no activity for an additional year the account will be considered dormant.
OCC	Office of the Comptroller of the Currency
Regulations	Regulations mentioned throughout these Agreements can be found defined at https://www.federalreserve.gov/