

## Universal Disclosure



TamalpaisBank



<b>GENERAL TERMS</b>	<b>1</b>
Assignability	1
Binding Contract	1
Changes to Agreement	2
Charging an Account	2
Closing an Account	2
Change of name or address	3
Inactive accounts/dormant accounts	3
Governing Law	3
Liability of Bank in completing your instructions	3
<b>INFORMATION ABOUT CUSTOMERS</b>	<b>4</b>
Release of Information	4
Credit Verification	4
Identification Notice (USA Patriot Act)	4
<b>OWNERSHIP OF ACCOUNTS</b>	<b>4</b>
Individual Accounts	4
Multiple-Party Accounts	5
Joint Accounts	5
Payable on Death (P.O.D.) Account	5
Additional Account Types	6
Trustee Accounts	6
Agency Account	7
Business Accounts	7
Fiduciary Accounts	7
Interest on Lawyers Trust Accounts (IOLTA)	8
Government / Municipal / Public Funds Accounts	8
Retirement Accounts	8
<b>TRANSFERRING OWNERSHIP</b>	<b>8</b>
<b>CHECKING AND SAVINGS ACCOUNTS</b>	<b>8</b>
ACCOUNT STATEMENTS	9
INTEREST ON YOUR FUNDS	9
FEES AND CHARGES	10
BALANCE METHODS	10
DEPOSIT RULES	11
Endorsements	11
Final Payment	11
Notice of Stop Payment, Legal Process, or Setoff	12
Direct Deposits	12

Crediting of Deposits	12
Substitute Checks and Electronic Files Pertaining to Original Checks	12
Stale Dated Checks	12
Cut Off Hour	12
<b>WITHDRAWAL RULES</b>	<b>13</b>
Manner of Withdrawal	13
Withdrawal Restrictions and Overdrafts	13
Notice Requirements	13
Postdated Items	13
Power of Attorney (POA)	14
Signatures	14
Preauthorized Drafts	14
Electronic Check Conversion	14
Re-presented Checks	15
Check Legends	15
Non-Customer Check Cashing Identification	15
<b>ADDITIONAL TERMS AND SERVICES</b>	<b>16</b>
Business Day	16
Claims of Forgery	16
Collection Items - Domestic or Foreign	16
Disputes	16
Legal Process	17
Liability of Bank in Completing Your Instructions	17
Liability for Failure to Stop Payment of Preauthorized Transfers	17
Lost Items	18
Miscellaneous Provisions	18
Notices Regarding Account	18
Recurring Electronic Payments	19
Reissue of Bank Checks	19
Right of Setoff	19
Stop Payment Orders	20
Systems and Software	21
Taxpayer Identification Number (TIN) and Backup Withholding	21
Taxpayer Information Year-End	21
Transferring Account Ownership	22

<b>TAMALPAIS BANK'S PRIVACY POLICY FOR CONSUMERS</b>	<b>22</b>
<b>CHECKING ACCOUNT PRODUCTS</b>	<b>25</b>
Limitations	25
ATM Services and Fees	26
Other Fees	26
Internet Banking and Bill Pay	26
Statements	26
Combined statement	26
Related Services	27
Terms	27
Non Standard Checks	27
SIMPLY FREE CHECKING	27
TEEN CHECKING	27
INTEREST CHECKING	28
<b>SAVINGS ACCOUNT PRODUCTS</b>	<b>28</b>
Account Limitations	29
Transfers and Withdrawals	29
REGULAR SAVINGS	29
MONEY MARKET SAVINGS ACCOUNT	30
TAMBUCK\$ KID SAVINGS	31
TAMBUCK\$ TEEN SAVINGS	31
<b>CERTIFICATES OF DEPOSIT</b>	<b>32</b>
Penalty	32
Exceptions	32
REGULAR TIME CERTIFICATES OF DEPOSIT	33
IRA CERTIFICATES OF DEPOSIT	34
<b>OTHER PRODUCTS AND SERVICES</b>	<b>35</b>
SAFE DEPOSIT BOXES	35
OVERDRAFT LINE OF CREDIT	37
OVERDRAFT PROTECTION	37
<b>WHEN FUNDS ARE AVAILABLE FOR WITHDRAWAL</b>	<b>37</b>

<b>ELECTRONIC BANKING SERVICES</b>	<b>39</b>
CONSUMER DISCLOSURES	40
OTHER TERMS AND DISCLOSURES	43
ERROR RESOLUTION	44
ERROR RESOLUTION NOTICE ON PERIODIC STATEMENTS	45
OTHER ELECTRONIC FUNDS TRANSFER TRANSACTIONS	45
FUNDS TRANSFERS NOT GOVERNED BY REGULATION E	46
WIRE TRANSFERS AND AUTOMATED CLEARING HOUSE ENTRIES	46
ATM SAFETY TIPS	47
OTHER ELECTRONIC SERVICES	48
Online Banking	48
Gold Phone Customer Service	48
<b>SUBSTITUTE CHECKS AND YOUR RIGHTS</b>	<b>48</b>
<b>NOTES</b>	<b>51</b>
<b>FEE SCHEDULE</b>	<b>53</b>
<b>IMPORTANT PRIVACY CHOICES FOR CONSUMERS</b>	<b>55</b>

# DEPOSIT ACCOUNT AGREEMENT AND DISCLOSURES

Effective April 1, 2009

## GENERAL TERMS

Welcome to Tamalpais Bank, and thank you for opening and maintaining an account. This Deposit Account Agreement and Disclosures (Agreement) is designed to provide you with the details you need about your banking relationship with us. Please read this entire Agreement carefully so you understand your rights and obligations for your deposit account relationship with us. Please retain this Agreement, and all changes to this Agreement, for future reference. If you have questions, or would like to open additional accounts, please stop by any Tamalpais Bank branch or call us at 415-454-1212.

In this Agreement, the words "you," "your," and "yours," refer to each account owner. "We," "our," and "us," refer to Tamalpais Bank. This Agreement describes the terms and conditions governing your accounts with us and related services. This Agreement, your signature card, Fee Schedule, and any other agreements/disclosures you receive upon or subsequent to opening your account, represent our agreement with you and contain important information about your account. As used in this document, the term "Agreement" means this document. The signature card, Rate Schedule, Certificate of Deposit Additional Terms and Disclosures, or Truth in Savings Disclosures are referred to as "account disclosures" if applicable. Each of you signing the signature card for a deposit account acknowledges receipt of this Agreement and agrees to the terms set forth in the Agreement, as amended from time to time. You agree that we may waive, at our sole discretion, any fee, charge, term, or condition set forth in this Agreement at the time the account is opened or subsequent thereto, on a one-time basis or for any period or duration, without changing the terms of the Agreement or your obligation to be bound by the Agreement, and we are not obligated to provide similar waivers in the future or waive our right to enforce the terms of the Agreement. Other terms and conditions are described in the signature card you sign and any other account disclosures we provide.

**Assignability.** All accounts are non-transferable and non-assignable, except upon the books and records of the Bank. Your account may not be assigned, transferred, pledged, or otherwise used as security without our written consent. We must approve any pledge of the account and any such pledge remains subject to any right we have under the Agreement and applicable state and federal law. If the ownership is proposed to be transferred, we may require the account to be closed and a new account opened in the name of the transferee or pledgee.

**Binding Contract.** The Deposit Account Agreement and Disclosure describes the terms and conditions governing your accounts with us and related services. This Agreement, your signature card, Fee Schedule, and any other agreements/disclosures you receive upon or subsequent to opening your account represent our agreement with you and contain important information about your account. By signing our signature card, requesting an account, or keeping an account open, you acknowledge that you have reviewed, understand and agree to be governed by these terms. **We recommend you keep this Agreement with your account information for reference.**

**Changes to Agreement.** We have the right to change the terms and conditions of our agreements and deposit accounts and services at any time. We will inform you, in writing, of changes affecting your rights and obligations as a depositor. If a change is not adverse to you, however, we may make the change at any time without advance notice. If you do not agree with the change, you may close your account. However, if you continue to use your account or keep it open, you accept and agree to the changes. By continuing your checking or savings account relationship or by allowing your CD or retirement account to renew after the maturity date, you indicate your agreement to any change. We shall not be bound by any modification of this account agreement unless we expressly agree to the modification in writing. This account agreement supersedes all prior agreements governing your account.

**Charging an Account.** We may deduct fees, overdrafts and other amounts you owe us under this Agreement from your accounts with us. We may make these deductions at any time without prior notice to you or request from you. If there are not enough funds in your account to cover the amounts you owe us, we may overdraw your account. You agree to pay all amounts you owe us.

**Closing an Account.** You and we agree that either of us may close your account and terminate this Agreement at any time with or without cause. We will provide written notice to you in advance if we decide to terminate your account relationship for any reason other than abuse of the account relationship or to prevent loss. You agree that advance written notice from us will be reasonable if it is mailed to your statement mailing address immediately upon account closure. You agree that in instances of account abuse or to prevent a loss, notice is reasonably given by us if mailed immediately upon account closure. You may close any of your accounts by notifying us. We may require you to give us seven days advance notice when you intend to close your savings or interest-bearing checking account by withdrawing your funds.

We will consider your account closed if we close your account, if you request that your account be closed, or if you withdraw all the funds in your account; however, just transferring all the money in your account and reducing your account balance to \$0.00 may result in additional fees charged to your account. You should pay special attention to pre-authorized electronic deposits to your account and payments from that account; you should reroute the deposits to another account and make other arrangements for the payments with us and the other institutions involved; you should not close your account until all the transactions you arranged for have been cleared, and you should leave enough funds to clear them and the fees that might be due. When an interest bearing account is closed, there may be accrued interest that has not been credited to the account. In that case, we will pay you the interest unless we have told you otherwise. Further, for security reasons, we may require you to close your account and to open a new account if: There is a change in authorized signers; there has been a forgery or fraud reported or committed involving your account; any account checks are lost or stolen; you have too many transfers from your account; any other provision of our Agreement with you is violated. After the account is closed, we have no obligation to accept deposits or pay any outstanding checks. You agree to hold us harmless for refusing to honor any check drawn on a closed account. In the event that we close your account, we may mail you a Cashier's Check for the applicable remaining account balance. The termination of this Agreement and closing of an account will not release you from any fees or other obligations incurred prior to the date upon which this Agreement is terminated and an account is closed,

any fees assessed by us in the process of closing an account, or from your responsibility to maintain sufficient funds in an account to cover any outstanding checks or other debit items. If we close your account, the balance of your account will be mailed to you at the last address shown on our records.

Unless we invoke our right to delay withdrawal, you may close your account at any time, provided your funds are available. Since interest will be credited to the date you close any interest bearing account, we recommend you call us or come into one of our branches to find out the amount of accrued interest due you as of the time you wish to close your account. Write your closing withdrawal for the account balance plus accrued interest provided to you. Should you close the account without notifying us, your monthly statement will continue to be sent, showing any interest amount which has been credited to your account. If no deposit or check activity occurs for a period of 60 days and the only balance your account reflects is interest credited, we will assume your intent was to close your account. Service charges assessed where less than the minimum balance is maintained may ultimately close the account. Statements will continue to be produced until the account balance is zero. If your account balance is zero for more than 60 days, we assume the account is closed.

This Agreement continues to govern matters related to your account even after your account closes.

**Change of name or address.** You must notify us promptly in writing of any change in your name or address. If the notification is regarding a name change, the request must be signed by all authorized signers on the account. We may require identification such as a valid driver's license or identification card, marriage certificate, divorce decree, or court order.

**Inactive accounts/dormant accounts.** If there has been no deposit or withdrawal activity in your account for an extended period of time, we may transfer the account to an inactive status. If the account remains inactive or dormant for a period of three years and other requirements of state law are met, we are required to report and remit the balance of the account to the custody of the applicable state agency, and we will thereafter have no liability to you for the balance remitted. To the extent permitted by law and our agreement with you, we may assess a service charge for maintaining the account and providing unclaimed account notices. We reserve the right not to mail statements on accounts which are dormant or on which previous statements have been returned undeliverable. If you have not been receiving statements, disclosures or tax notices on your account, you should contact us to make sure we have your current address.

**Governing Law.** This Agreement shall be governed by and construed in accordance with all applicable federal laws and applicable substantive laws of the State of California in which we are located and where you opened your account. In addition, we are subject to certain federal and state regulations as well as local clearing house rules governing any subject matter of the Agreement. You understand that we must comply with these laws, regulations, and rules. You agree that if there is an inconsistency between the terms of the Agreement and any applicable law, regulation, or rule, the terms of the Agreement will prevail to the extent any such law, regulation, or rule may be modified by agreement.

**Liability of Bank in completing your instructions.** If we take any action with respect to your account in accordance with your oral or written instructions and we incur any loss, liability, damage, cost or expense (including the cost of legal counsel to defend us) as a result of any claim, demand, action,

suit or proceeding brought or made by any party, you agree to indemnify and hold Tamalpais Bank and its employees harmless from and against such loss, liability or damage and to reimburse us for such cost or expense.

Any failure by us to act, or any delay by us beyond time limits prescribed by law or permitted by this Agreement, is excused if caused by your negligence, interruption of communication facilities, suspension of payments by another financial institution, war, emergency conditions or other circumstances beyond our reasonable control provided we exercise such diligence as the circumstances require.

## **INFORMATION ABOUT CUSTOMERS**

**Release of Information.** We offer you several convenient, time-saving methods by which you can obtain information on your accounts. We have adopted reasonable security measures for each method, but we cannot ensure against unauthorized inquiries. You agree that we are not responsible for the release of information to anyone who has gained possession of your ATM card, Check Card or other code or access device or who has learned your identifying characteristics such as personal identification number (PIN), account number or social security number, even if you have not authorized them to obtain the information.

**Credit Verification.** You authorize us to request and obtain one or more credit reports about you from one or more credit reporting agencies for the purposes of considering your application for the account, reviewing or collecting any account opened for you, or for any other legitimate business purpose. You authorize us to disclose information about your account to a credit reporting agency if your account was closed because you have abused it.

**Identification Notice (USA Patriot Act).** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

When you open an account, we will ask for your name, address, date of birth, social security number, or other information that will allow us to identify you. We may also ask for your driver's license or other identifying documents. If you have been a customer of ours for many years, we may ask you to provide this kind of information and documentation because we may not have collected it from you in the past. If for any reason you are unable to provide the information necessary to verify your identity, we can refuse to open the account or can block or close an existing account.

## **OWNERSHIP OF ACCOUNTS**

When you open a deposit account, the ownership of the account is designated on the signature card. You must clearly indicate on your signature card or agreement the exact way you want your account to be owned and held. Based upon the type of account ownership that you have designated, the following terms and conditions apply.

### **Individual Accounts**

An individual account (including sole proprietorship accounts) is an account in the name of one depositor only. It requires only your signature to transact business on the account. Only that person may write checks against the account or withdraw money, regardless of who actually owns the funds.

## Multiple-Party Accounts

**Joint Accounts.** You and one or more other people own the account (account holders). Unless you designate otherwise on the signature card, joint account holders will be considered joint tenants with right of survivorship.

- **Joint Tenants with Right of Survivorship.** All owners have equal withdrawal rights; any one of the owners may make withdrawals. In the event that one owner dies, the other owner becomes sole owner of the funds, or, in the case of multiple owners, the other owners become joint owners with rights of survivorship.
- **Joint with No Right of Survivorship.** If your account is a joint account with no right of survivorship (Joint as Tenants in Common), upon the death of one of the joint account holders, that person's proportionate ownership interest will pass to the estate of the deceased account holder.
- **Community Property Account.** If your account is a community property account, the funds in your account are specified to be the community property of the named parties who are husband and wife. The ownership during the lifetime and after the death of a spouse is determined by state community property law and may be affected by a will. (This type of account is applicable only in those states recognizing community property law.)

Each joint account holder, without the consent of any other account holder, may, and hereby is authorized by every other joint account holder, make any transaction permitted under the Agreement, including without limitation: to withdraw all or any part of the account funds; to pledge the account funds as collateral to us for any obligation, whether that of one or more account holders or of a third party; to endorse and deposit checks and other items payable to any joint account holder; to give stop payment orders on any check or item, whether drawn by that account holder or not; to close the account, with the disbursement of account proceeds as instructed by the joint account holder. Each joint account holder is authorized to act for the other account holder(s), and we may accept orders and instructions regarding the account from any joint account holder. If we believe there to be a dispute between joint account holders or if we receive inconsistent instructions from the account holders, we may suspend or close the account, require a court order to act, and/or require that all joint account holders agree in writing to any transaction concerning the account.

Your obligations under the Agreement are joint and several. This means that each joint account holder is fully and personally obligated under the terms of the Agreement, including liability for overdrafts and debit balances as set forth above, irrespective of which joint account holders benefited from the withdrawal. If you establish a joint account without the signature of the other joint account holder(s), you agree to hold us harmless for our reliance upon your designation of the other account holder(s) listed on our documents. Further, the account is subject to the Right of Setoff as described in the Additional Terms and Services section of this Agreement.

**Payable on Death (P.O.D.) Account.** A Payable on Death (P.O.D.) Account is an account payable to the account holder during his or her lifetime. As the owner of

the account, you may withdraw money from the account and may, by written direction to us, change the P.O.D. payee(s) under the account. When the account holder dies, the account is owned by the P.O.D. payees. If the P.O.D. Account is held by more than one person, each account holder will be subject to the rules pertaining to joint account ownership as set forth above. If there is more than one surviving P.O.D. payee, the respective interest of each shall be deemed to be in equal shares, unless otherwise stated in Tamalpais Bank's deposit account records and as allowed by applicable state law. If there is no surviving P.O.D. payee upon the death of the last owner, state law will determine ownership of the funds in the account.

## **Additional Account Types**

**Trustee Accounts.** You may name one or more beneficiaries. The beneficiary is listed on the signature card. You may at any time change the beneficiary on your account. For Individual Trust Accounts, the funds pass directly to the beneficiary in the event of your death (if the beneficiary is a minor, there may be some restrictions on paying the funds directly to the minor). For Joint Trust Accounts, the funds pass directly to the beneficiary only upon the death of the last trustee. If no beneficiary is living at such time, then the account shall be paid to the estate of the last surviving owner. Until all owners are deceased, only the surviving joint owner may transact business on the account.

- **Formal Trust Account.** A Formal Trust Account is an account held by one or more trustees for the benefit of one or more beneficiaries according to a written trust agreement. Required documentation for a Formal Trust Account requires the trustee(s) to provide us with either or both a Certification of Trust signed by all trustees of the trust and supported by applicable excerpts from the trust agreement or a full copy of the trust agreement. We may require the trustee(s) to provide additional certifications and documentation to support any change in the trust agreement or the opening of additional accounts by the trust. We act only as custodian of the trust funds and are under no obligation to act as a trustee or to inquire as to the powers or duties of the trustee(s). The trustee(s) and/or any person opening the account, in their individual capacity and jointly and severally, agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any beneficiary or other trustee with respect to the authority or actions taken by the trustee(s) in handling or dealing with the account.
- **Totten Trust Account.** A Totten Trust Account is an informal trust account, reflected on our records, but without a written trust agreement, where the account is owned by the trustee. The beneficiaries have no right to any funds in the account during the trustee's lifetime. As the owner of the account, the trustee may withdraw money from the account and may, by written direction to us, change the beneficiary under the account. When the trustee dies, the account is owned by the named beneficiary or beneficiaries. If the Totten Trust Account is held by more than one trustee, the trustees will be subject to the rules pertaining to joint account ownership as set forth above. If there is no surviving beneficiary upon the death of the last trustee, state law will determine ownership of the funds in the account.

- **Uniform Transfer to Minors.** If you have established the account as a custodian for a minor beneficiary under our state version of the Uniform Transfers to Minors Act or the Uniform Gifts to Minors Act, your rights and duties are governed by the Act. You will not be allowed to pledge the account as collateral for any loan to you. Deposits in the account will be held by us for the exclusive right and benefit of the minor. The custodian and/or any person opening the account, in their individual capacity, agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any beneficiary or other custodian with respect to the authority or actions taken by the custodian in handling or dealing with the account.
- **Real Estate Broker Client Trust Accounts.** Subject to applicable law, a real estate broker may open account(s) to hold client or third party funds in trust, separate from the broker's funds. We act only as custodian of the funds. We are under no obligation to act as a trustee or to inquire as to the powers or duties of the broker or other authorized signer(s) as trustee(s). The broker and any authorized individual on the account, in their individual capacity and jointly and severally, agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any client or third party with respect to the authority, action or inaction taken by the broker or authorized signer(s) in handling or dealing with the account. Upon our request, the authorized signer(s) for this type of account will provide to us any documents required by applicable law and/or real estate professional rules.

**Agency Account.** An Agency Account is an account to which funds may be deposited and withdrawals made by an Agent designated by the owner of the funds. An Agent has full authority with regard to the account but does not have an ownership interest in writing. An Agency designation may be combined with one of the other forms of account ownerships.

**Business Accounts.** If the account is not owned by a natural person (for example, it is owned by a corporation, partnership, limited liability company, sole proprietorship, unincorporated association, etc.), then the account holder must provide us with evidence to our satisfaction of the authority of the individuals who sign the signature card to act on behalf of the account holder. On any transactions involving the account, we may act on the instructions of the person(s) authorized in the resolutions, banking agreement, or certificate of authority to act on behalf of the account holder. You agree to notify us in writing of any changes in the person(s) authorized in the resolutions, banking agreement, or certificate of authority to act on behalf of the account holder. You agree to notify us in writing of any changes in the person(s) authorized or the form of ownership. If we receive confirmation instructions or if a dispute arises as to authorization with regard to the handling of the account, you agree we may place a hold on the account until such conflict or dispute is resolved to our satisfaction. We will not be liable for dishonored items as a result of such hold.

**Fiduciary Accounts.** With respect to all fiduciary accounts, including but not limited to estate accounts, guardianship accounts, representative payee accounts, and conservatorship accounts, and any Formal Trust Account Uniform Transfers

to Minors Act Accounts, or Agency Accounts, we reserve the right to require such documents and authorizations as we may deem necessary or appropriate to satisfy that the person(s) requesting or directing the withdrawal of funds held in the account have the authority to withdraw such funds. This applies at the time of account opening and at all times thereafter.

**Interest on Lawyers Trust Accounts (IOLTA).** Subject to applicable law, an IOLTA is an account set up by an attorney or law firm to hold client or third party funds in trust, separate from the attorney's or law firm's funds. Upon our request, the authorized signers for an IOLTA will provide documentation required by applicable state law and applicable bar association (or similar entity) rules. We act only as custodian of the trust funds and are under no obligation to act as a trustee or to inquire as to the powers or duties of the attorney or law firm as trustee(s). The attorney, law firm, or any authorized individual on the account agrees to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any beneficiary or third party with respect to the authority, actions, or inaction taken by the trustee(s) or authorized individuals in handling or dealing with the account. See account disclosures for additional account terms.

**Government / Municipal / Public Funds Accounts.** This type of account is owned by a government or public entity. For this type of account, you agree to provide us with authorization document(s) (in a form acceptable to us) stating that we are designated as a depository for the funds of the government or public entity, and such documentation shall state the individual(s) authorized to act on behalf of the government or public entity and the extent of their authority. We may rely upon such documentation until we receive written notice of a change and new authorization documents. We are not responsible for any transaction conducted by a previously authorized individual until we actually receive written notice that the authorized individual's authority has been revoked. Unless specifically stated otherwise in the authorization document(s), we can rely on one authorization for all accounts owned by the government or public entity. If required by law, you agree to enter into a Collateral Security Agreement regarding this type of account.

**Retirement Accounts.** We offer a variety of Individual Retirement Accounts (IRA). When you adopt an IRA Plan, you will have seven calendar days from the effective date of the Plan to revoke your participation. This revocation must be made by you in writing and must be received by us within the seven day period allowed. In this case, we will return to you the full amount of any contributions made, as well as any related fees, charges, or expenses paid by you. Interest will not be earned or paid on any contributions subsequently revoked by you.

## **TRANSFERRING OWNERSHIP**

Your account is for your use only. You may not transfer or assign ownership of your account to another party without our written consent. Even if we consent, we may require that you close the account and that the new account holder open a new account in his or her name. We may refuse to acknowledge or accept attempted pledges or assignments of an account or purported security interests in an account.

## **CHECKING AND SAVINGS ACCOUNTS**

We may offer or you may open a variety of deposit accounts. Each such account is subject to the general terms and condi-

tions in this Agreement and any specific terms and conditions set forth in the account disclosures. If you open multiple accounts, you may receive account disclosures for each account. Each of you will be jointly and severally liable to us for debit balances in the account, including without limitation overdraft and account charges, and jointly and severally promise to pay, upon demand, any and all debit balances, all fees and charges, and our reasonable attorneys' fees and costs and expenses of collection, including but not limited to those incurred at the trial and on any appeal.

## **ACCOUNT STATEMENTS**

To help you keep track of the activity on your accounts, you will receive a monthly account statement unless there are no transfers in a particular month. In any case, you will receive a statement at least quarterly.

You can request that the monthly statement you receive for your accounts be combined. Accounts linked for statement purposes must have at least one account owner common to each account. All of your CD accounts may be combined on one quarterly statement. To request your combined statements, contact your branch.

You are responsible for promptly examining your statement each statement period and reporting any irregularities to us. Each account statement will be considered to correctly reflect your transactions, such as deposits, withdrawals, credits, refunds, imposition of fees, interest or dividends, and other additions and subtractions to your account, unless you notify us in writing within certain time limits after the statement that incorrectly reflects your transactions is made available to you. We will not be liable for any check that is altered or any signature that is forged unless you notify us within thirty (30) calendar days after the statement and the altered or forged item(s) are made available. Also, we will not be liable for any subsequent items paid, in good faith, containing an unauthorized signature or alteration by the same wrongdoer unless you notify us within ten (10) calendar days after the statement and first altered or forged items were made available. You must report any other account problem including encoding errors and errors involving additions or subtractions (debits and credits) not otherwise covered herein, including electronic transactions not covered by the Electronic Fund Transfer Act, within thirty (30) calendar days. If the suspected account problem involves a substitute check that you receive, you may (under some circumstances) be entitled to make a claim for an expedited refund. Such a claim may be subject to different notification time frames. See the Substitute Checks and Your Rights section (if applicable) for further information. If you have requested us to hold your account statements, we have the right to mail your statements if you have not claimed them within sixty (60) calendar days. If we truncate your checks, you understand that your original checks will not be returned to you with your statement. You agree that our retention of checks does not alter or waive your responsibility to examine your statements or change the time limits for notifying us of any errors.

## **INTEREST ON YOUR FUNDS**

You may obtain rates by calling us at the number on your statement or asking a bank representative. If your account earns interest, the following information applies.

**Payment of Interest.** We will pay interest at the annual rate specified on the Rate Schedule. The account disclosures also set forth the frequency of interest payments, the frequency of any compounding and crediting, the interest accrual basis,

the balance on which interest will be paid, and any minimum balance requirements.

**Minimum Balance Requirements.** The Rate Schedule may specify a minimum balance that you are required to maintain in your account. If the minimum balance is not maintained during a specified period, we, at our option, may not pay interest on your account and/or may charge a fee for that period. You should review any minimum balance requirements on the Rate Schedule.

**Initial Interest Rate.** The initial interest rate is the current annual rate of interest that we will pay on the specified balance in your account. We may pay interest at different rates depending on the amount deposited and the type of depositor (individual, business, non-profit organization, etc.).

**Interest Compounding and Crediting.** The account disclosures will indicate the interest compounding and crediting frequency for your account (if any). Compounding generally means that interest is being accrued on earned interest.

**Interest Accrual.** We may accrue interest on your account more frequently than we pay or credit interest. The interest that has been calculated but not paid to the account is called accrued unpaid interest.

**Changes.** We have the right to change the rates and fees in accordance with the terms of the account disclosures. We also reserve the right to change any other terms of this Agreement at our sole discretion.

## **FEES AND CHARGES**

Subject to applicable law, you agree to pay us the fees and charges shown in the Fee Schedule as are applicable to your account or for other services performed by us. You agree the fees and charges may be changed by us from time to time and authorize us to charge your account for their payment whether or not each charge results in an overdraft of your account. Existing and future charges may be based upon overall costs of providing account services and may or may not be based upon the direct cost or expense associated with providing the particular service involved. The charges may be based on consideration of profit, competitive position, deterrence of misuse of account privileges by customers, and the safety and soundness of Tamalpais Bank. We will notify you of the changes, to the extent required by law.

## **BALANCE METHODS**

At our discretion, we may change your interest rate and annual percentage yield daily.

If you have an interest-bearing checking, money market deposit or savings account, your funds earn a variable rate. Variable-rate account means an account in which the interest rate and annual percentage yield may change after the account is opened, unless the institution contracts to give at least 30 calendar days advance written notice of rate decreases. Tiered-rate account means an account that has two or more interest rates that are applicable to specific balance levels. We compound interest daily at the rate in effect for your end-of-day balance.

As used in this Agreement, the "average daily balance" method means the application of a periodic rate to the average daily balance in the account for the period. The average daily balance is determined by adding the full amount of the principal in the account for each day of the period and dividing that figure by the number of days in the period. The "daily

balance" method means the application of a daily periodic rate to the full amount of principal in the account each day. We use the "daily balance" method to calculate the interest on your account.

**Annual Percentage Yield Earned.** The Annual Percentage Yield (APY) earned is an annualized percentage rate that takes into account the amount of interest earned and the account's daily collected balance for the number of days in the statement period. APY Earned reflects what your account actually earned during the statement period. APY Earned appears on checking and savings account statements.

Here is the formula used to calculate the APY Earned on your account:

$$\text{APY Earned} = 100[(1 + \text{Interest} / \text{Principal})^{(365/\text{Days in term})} - 1]$$

To calculate the APY Earned, you need a calculator that can perform exponential (to the power of) calculations. The components of the formula are defined as follows.

**"Principal".** Principal is the amount of funds assumed to have been deposited at the beginning of the account.

**"Interest".** Interest is the total dollar amount of interest earned on the principal for the term of the account.

**"Days in Term".** Days in term is the actual number of days in the term of the account.

**Interest Earned.** Interest Earned is the actual amount of interest earned on the account for the statement period and can include both paid and unpaid interest. This figure is reported as Interest Paid. For more detailed information, see the previous INTEREST ON YOUR FUNDS section of this disclosure.

**Balance.** Balance is the daily interest-earning balance in the account during the statement period.

## DEPOSIT RULES

The following terms apply to deposits made to your account.

**Endorsements.** You authorize us to accept transfers, checks and other items for deposit to your account if they are made payable to, or to the order of, any one or more of you, whether or not they are endorsed by you. You authorize us to supply missing endorsements, and you warrant that all endorsements are genuine. Nonetheless, all checks and other items deposited to your account should be endorsed payable to the order of us for deposit only, followed by your signature and account number. All endorsements must appear on the back of the check or other item within the first 1-1/2 inches from the left side of the item when looking at it from the front. Endorsements should be in black ink. While we may accept non-conforming endorsements, you will be responsible for any loss incurred by us due to the delay in processing or returning the item for payment. We reserve the right to refuse to accept a check for deposit. All deposits are subject to verification.

**Final Payment.** All non-cash items (for example, checks) deposited to your account are posted subject to our receipt of final payment by the payor bank. Upon receipt of final payment, the item becomes a collected item. If final payment is not received or if any item you have deposited or cashed is charged back to us for any reason, you authorize us to charge any of your accounts, without prior notice and at any time, for the amount of the returned item, any returned item fee, any interest paid on that item, and any other fee we pay or incur. If an item to be charged back is lost in the process of collec-

tion or unavailable for return, we may rely upon a photocopy of the item or upon any other generally accepted notification of return of the item in charging you or any of your accounts for the amount of the returned item. We reserve the right to refuse any item for deposit into your account.

If you deposit a check or other item to your account and it is returned for any reason, we may, at our discretion, redeposit the check before we charge your account for the amount of the item. If we cash a check or other item for you and it is returned to us for any reason, we deduct the amount of the item from your account.

We charge a fee for each returned item, and we notify you that the item was returned to us. See Fee Schedule.

**Notice of Stop Payment, Legal Process, or Setoff.** A check received by us before the close of banking day may be subject to any stop payment order received, legal process served upon, or setoff exercised by us prior to 11 a.m. of the next banking day. Any knowledge, notice, stop payment order, legal process, or setoff comes too late to affect our right or duty to pay a check if it is received after that time. Additional limitations regarding stop payment orders, the right of setoff, or other legal process may be found elsewhere in this Agreement.

**Direct Deposits.** If we offer direct deposit services for automatic preauthorized deposits to your account of Social Security payments or automatic transfers from your other accounts with us, you must notify us at least 30 calendar days prior to the next scheduled direct deposit or preauthorized transfer if you wish to cancel the direct deposit or transfer service. If any amount deposited must be returned to the government for any reason, you authorize us to deduct the amount from your account as provided in the Final Payment section above.

**Crediting of Deposits.** The **When Funds Are Available For Withdrawal** section in this Agreement reflects our policies relating to the availability of deposited funds.

**Substitute Checks and Electronic Files Pertaining to Original Checks.** If you deposit a "substitute check" (as defined in the **Substitute Checks and Your Rights** section) or a purported substitute check into your account, you agree to reimburse us for losses, costs and expenses we may pay or incur associated with the item not meeting applicable substitute check standards and/or from duplicate payments associated with the item. If you provide us with an electronic representation of a substitute check for deposit into your account instead of an original check, you agree to reimburse us for losses, costs and expenses we may pay or incur associated with the substitute check resulting from the electronic representation not meeting applicable substitute check standards and/or from duplicate payments associated with the item.

**Stale Dated Checks.** A stale dated check is a check dated more than six (6) months in the past. We reserve the right to pay or dishonor a stale dated check without prior notice to you and charge the amount to your account without any liability on our part.

**Cut Off Hour.** If we receive an item for deposit or payment at one of our branches, night depositories or ATMs on a weekend, holiday, or after our posted closing hours or cutoff time on a business day, we may treat it as if we had received it on the next business day. In general, cutoff times are 3 p.m. To verify the cutoff time for your specific branch, contact your branch.

## WITHDRAWAL RULES

The following terms apply to withdrawals from your account.

**Manner of Withdrawal.** You may make withdrawals from your account in any manner that is permitted by us for the type of account that you have opened. Withdrawals by mail will be posted to your account as of the day the transaction is processed by us. We may refuse to accept any check other than standard checks provided by us or approved by us in advance. Withdrawals and transfers from your account may be restricted as provided in the Agreement or by applicable law.

**Withdrawal Restrictions and Overdrafts.** We do not have to allow you to make a withdrawal from your account if you don't have sufficient available funds in the account to cover the full amount of the withdrawal. If there are available funds to cover some, but not all, of the withdrawals or other debits to your account on a single business day, we will post the checks for which there are sufficient available funds in any order we may choose at our sole discretion. We may pay other withdrawals or debit items (such as charges) prior to paying any checks, and we may post those other withdrawals or debit items in any order we may choose at our sole discretion. If there are insufficient available funds to cover some of the withdrawals or debits presented against your account, such items will be handled in accordance with our overdraft procedures or in accordance with any other agreement you may have with us (such as an overdraft protection program). Even if we choose to pay one or more overdrafts, we are not obligated to cover any future overdrafts. We may determine the balance of your account in connection with determining whether payment of an item will create an overdraft at any time between the time we receive the item and the deadline for us to take action on the item. We are not required to determine your account balance more than one (1) time during this period. A service charge may be assessed on any withdrawal created by check, in-person withdrawal, ATM withdrawal, or other electronic means that will overdraw the available account balance, regardless of whether we pay or dishonor (return) the item. You agree, immediately upon notice from us, to deposit funds sufficient to cover any overdraft plus service charges, if required. We will not be liable for the dishonor of any item when the dishonor occurs because we setoff a debit against your account. We also may refuse to allow a withdrawal if there is a dispute about the account (unless a court has ordered us to allow the withdrawal), the account is garnished or attached, the account has been pledged as collateral for a debt, the availability of the funds cannot be verified, any required documentation has not been presented, or you fail to repay an obligation to us on time.

**Notice Requirements.** Federal regulations require us to retain the right to require you to give at least seven (7) calendar days notice in writing prior to any intended withdrawal from a savings, negotiable order of withdrawal ("NOW"), or money market account. Although we usually pay withdrawals or checks without notice on these accounts, doing so does not mean that we give up this right.

**Postdated Items.** You agree that when you write a check, you will not date the check in the future. If you do and the check is presented for payment before the date of the check, we may pay it or return it unpaid. You agree that if we pay the check, the check will be posted to your account on the date we pay the check, even though the posting date is prior to the date of the check. You further agree that we are not responsible for any loss to you in doing so. We will not honor a postdated check if we receive advance notice from you at

such time and in such a manner as to afford us reasonable opportunity to act. The notice must be in writing, and it must specify the date, amount and number of the check, along with the name of the payee. Notices are effective for the time periods stated under STOP PAYMENT ORDERS. You agree that we may return a postdated check to the presenter.

**Power of Attorney (POA).** The person executing a power of attorney will be referred to as the principal and the person acting for the principal as the agent. We may refuse to comply with a power of attorney for reasonable cause, or until we receive an affidavit from the agent stating that the power of attorney presented is a true copy and that, to the best of the agent's knowledge, the principal is alive and that the relevant powers of the agent have not been altered or terminated. Upon the death of the account holder, the power of attorney will no longer be considered valid.

**Signatures.** You recognize that we have adopted automated collection and payment procedures so that we can process the greatest volume of items at the lowest possible cost to our customers. In light of this, you agree that we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for the sight examination of items with a face amount below an amount specified by us from time to time. You authorize us to store and use Signature Card information in any reasonable form we deem necessary, including any digitized signature capture process. If you use a facsimile signature or other form of mechanically reproduced signature (such as, but not limited to desktop publishing, digitized, or computer software generated signature) you agree you shall have the sole responsibility for maintaining security of the facsimile or mechanically reproduced signature and the device by which the facsimile or mechanically reproduced signature is affixed, and you shall bear the entire risk for unauthorized use thereof whether or not you are negligent. You agree that no facsimile or mechanically reproduced signature we have been authorized to honor may be considered a forgery or an unauthorized signature, but that such facsimile or mechanically reproduced signature shall be effective as your signature or endorsement whether or not you have been negligent. You further agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure (including reasonable attorney's fees) we or you may suffer or incur as a result of the unlawful use, unauthorized use, or misuse by any person of any such facsimile or mechanically reproduced signature or the device by which it is affixed. If you use any form of facsimile or mechanically reproduced signature device, you agree to deliver a sample to us if we request it.

The authorized signers on your account are those listed on the signature card. Any one of the authorized signers may sign checks, withdraw or transfer funds, close the account, or give us instructions regarding your account. We do not recognize a requirement of more than one signature for withdrawal.

**Preauthorized Drafts.** If we are unable to enforce presentment and transfer warranties on remotely created checks under Regulation CC, then if you voluntarily give information about your account (such as our routing number and your account number) to a party who is seeking to sell you goods or services, and you do not physically deliver a check to the party, any debit to your account initiated by the party to whom you gave the information is deemed authorized by you regardless of whether such draft is accompanied by your physical signature.

**Electronic Check Conversion.** You may authorize a merchant or other payee to make a one-time electronic payment

from your account using information from your check to pay for purchases or pay bills. The merchant or other payee uses the check information, along with the transaction amount, to initiate an Automated Clearing House (ACH) debit transaction. The transaction is electronically transferred through the ACH system and the funds will be debited directly from your account and deposited automatically into the merchant or payee's account. When information from your check is used to make an electronic fund transfer, funds may be withdrawn from your account as early as the same day you make your payment. A description of the transaction will appear on your statement from us. Checks used in these types of transactions will not be returned with your statement. This type of electronic funds transfer from a consumer account is governed by the Electronic Funds Transfer Act and subject to the Electronic Funds Transfer Agreement and Disclosure(s) provided in the Electronic Banking Services section of this Agreement.

**Re-presented Checks.** If a merchant electronically re-presents a check returned due to insufficient or uncollected funds, that transaction is not covered by the Electronic Funds Transfer Act. Checks involved in this type of transaction will not be included with your statement. You may authorize a merchant to electronically collect a fee associated with the re-presentation of a check. If a merchant electronically collects a fee associated with the re-presentation of a check, the fee transaction is covered by the Electronic Funds Transfer Act and subject to the Electronic Funds Transfer Agreement and Disclosures if the fee is debited as an electronic funds transfer from a consumer account. A description of the transaction will appear on your statement.

**Check Legends.** We may disregard information on any check or item other than the signature of the drawer, the identification of the drawee financial institution and payee, the amount, the endorsements, and any other information that appears on the MICR line. In addition, we are not responsible to take action on, or for failure to notify you of restrictive language placed on checks or other items including but not limited to terms such as "Void after 90 Days", "Paid in Full", "Two Signatures Required", "Void Over \$100", or similar statements. In accordance with reasonable banking standards, most checks and other items are processed through automated processing and except in limited circumstances and at our discretion, most items are not individually examined. You agree that we act within reasonable banking standards by processing most checks and other items through automated processing systems. We may agree to adhere to extraneous legends if you notify us of such legends and we have agreed in writing to honor such legends. Therefore, we may, at our discretion, pay or accept checks and other items bearing restrictions or notations whether such notations appear on the front or the back of the check. If you write a check, cash a check, or deposit an item with such a notation, you agree that the notation is between you and the payee, endorser, or maker. The notation will have no effect on us, and you agree to assume all risks and losses resulting from our accepting or paying checks with notations. Further, you agree to indemnify and hold us harmless for any claim or loss of any maker or endorser regarding such notations whether you are the maker or payee or the funds are otherwise deposited into an account in which you have an ownership interest.

**Non-Customer Check Cashing Identification.** Checks you write on your account may not be cashed for a payee who is not an account holder at Tamalpais Bank unless the payee presents the check at the office of your account and the payee has proper identification. Account holders with proper iden-

tification may continue to cash checks payable to them and drawn on a Tamalpais Bank account at any of our branches and in any amount. You agree that if the person refuses to comply with our identification standards, we may not cash the check and we have no liability to you for refusing to cash the check.

## **ADDITIONAL TERMS AND SERVICES**

### **Business Day**

Every day is a business day except Saturday, Sunday and bank holidays. Deposits and payments you give us at a branch on a non-business day are treated as if we received them the following business day.

### **Claims of Forgery**

Should you need to claim an incident of fraudulent activity on your account, you must provide a written statement to us reporting the details of the incident within 60 calendar days from discovering the activity.

We reserve a reasonable time of at least 10 business days to conduct an investigation of the claim prior to any reimbursement of claimed loss to the account affected. If the fraudulent activity involves an electronic transfer, see ERROR RESOLUTION in the ELECTRONIC BANKING SERVICES section of this Agreement.

### **Collection Items - Domestic or Foreign**

We accept some items on a collection basis only. This means we do not accept the item for deposit. Instead, we send the item to the issuer's bank, and we normally do not credit your account until we receive payment of the item. Some examples of these items include securities, sitedrafts and checks payable in foreign currencies. See Fee Schedule for applicable fees. Other processing or foreign bank fees may apply.

### **Disputes**

If you have a problem or dispute regarding your account, please contact us as soon as possible by calling us or by coming to a branch. We try to resolve our customers' problems or disputes as quickly as possible. In many cases, we can resolve the problem in a branch or by telephone.

**Please note:** This section provides for a dispute resolution program to be followed in the event of a dispute between you and us. Please read this provision carefully. Under this program, at the request of either of us, disputes must be resolved by an arbitration or reference proceeding before a neutral person. If this dispute resolution program is requested, you do not have the right to a jury or court trial to resolve the dispute.

If there is a dispute or controversy concerning your account with us, either of us may submit a dispute to binding arbitration or reference at any reasonable time notwithstanding that a lawsuit or other proceeding has commenced. Under these procedures, the dispute is submitted to a neutral person for determination in place of a trial before a judge or jury. A dispute or controversy involving one account relationship, or two or more account relationships with at least one common owner, may be decided by arbitration under the Commercial Arbitration Rules of the American Arbitration Association.

Any other dispute or controversy must be decided by reference under California Code of Civil Procedure Section 638 and related sections. A referee - either an active attorney or a re-

tired judge - is selected according to the procedures for selecting arbitrators of the American Arbitration Association and is then appointed by the court in which the action regarding the dispute or controversy is pending.

If an account holder or a third party disputes an account, we reserve the right to freeze the account and hold the funds.

### **Legal Process**

If we are served with legal documents, such as a levy or attachment or subpoena from a court or other government authority, we must comply. A legal order also may require us to hold or deliver any property we are keeping for you such as the contents of a safe deposit box. When we receive such an order, we charge a fee unless prohibited by law. See Fee Schedule.

Depending on the type of order, we either immediately deliver funds or property to the levying authority or hold the funds or property for a legally required period of time (usually no longer than 21 days), during which you may not earn interest on the funds.

### **Liability of Bank in Completing Your Instructions**

If we take any action with respect to your account in accordance with your oral or written instructions and we incur any loss, liability, damage, cost or expense (including the cost of legal counsel to defend us) as a result of any claim, demand, action, suit or proceeding brought or made by any party, you agree to indemnify and hold Tamalpais Bank and its employees harmless from and against such loss, liability or damage and to reimburse us for such cost or expense.

Any failure by us to act, or any delay by us beyond time limits prescribed by law or permitted by this account Agreement, is excused if caused by your negligence, interruption of communication facilities, suspension of payments by another financial institution, war, emergency conditions or other circumstances beyond our reasonable control provided we exercise such diligence as the circumstances require.

You agree that if we do not properly complete a transaction according to the Agreement, we will not be liable in any event for losses or damages in excess of the amount of the transaction, and we will not be liable if circumstances beyond our control prevent the transaction or the funds in your account are or may be subject to legal process or other claim. In no event will we be liable for consequential damages. In receiving items from you for withdrawal or deposit, we act only as your agent. You are responsible for the condition of a check or item when you issue it. If a check or item is returned or payment is delayed as a result of any writing or marking that you or a prior endorser placed on the front or back of the check or item, you will be responsible for any cost and liabilities associated with such return or delay. We reserve the right to refuse any item for deposit or to reverse credit for any deposited items or to charge your account for items should they become lost in the collections process.

### **Liability for Failure to Stop Payment of Preauthorized Transfers**

If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we may be liable for your losses or damages. See **Liability of Bank in Completing Your Instructions**.

## Lost Items

We reserve the right to reverse the credit for any deposited item lost while in the process of collection. We are only the collecting agent when we receive items for deposit or collection.

## Miscellaneous Provisions

If you or your account becomes involved in any legal proceedings, your use of the account may be restricted. You agree not to use the account in any illegal activity. We shall be entitled to act upon any legal process served upon us which we reasonably believe to be binding with no liability to you for doing so. You understand that supervisory personnel may randomly monitor customer service telephone conversations to ensure that you receive accurate, courteous, and fair treatment. If you ask us to follow instructions that we believe might expose us to any claim, liability, or damages, we may refuse to follow your instructions or may require a bond or other protection, including your agreement to indemnify us. You agree to be liable to us, to the extent permitted by law, for any loss, costs, or expenses that we may incur as a result of any dispute or legal proceeding involving your account. You authorize us to deduct any such loss, costs, or expenses from your account without prior notice to you or to bill you separately. This obligation includes disputes between you and us involving your account and situations where we become involved between you and an authorized signer, joint owner, or a third party claiming an interest in your account. It also includes situations where any action taken on your account by you, an authorized signer, a joint owner, or a third party causes us to seek the advice of an attorney, whether or not we actually become involved in a dispute. Any action by us for reimbursement from you for any costs or expenses may also be made against your estate, heirs, and legal representatives who shall be liable for any claims made against and expenses incurred by us. If a court finds any provision of the Agreement to be invalid or unenforceable, such finding shall not make the rest of the Agreement invalid or unenforceable. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability, or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement shall remain valid and enforceable.

## Notices Regarding Account

The following terms apply to notices relating to your account.

**Notice of Amendments.** You agree that the terms and conditions of the Agreement, including without limitation all rates, fees, and charges, may be amended by us from time to time. We will notify you of amendments as required by applicable law. Your continued use of the account evidences your agreement to any amendment. Notices will be sent to the most recent address shown on our records for your account. The notice may be printed on an account statement, be an insert included with your account statement, or be a separate mailing. If there is more than one owner of an account, the one notice we send serves to notify you and the other account holder(s).

If any notice is returned as undeliverable, we may destroy it. Even if a notice is returned as undeliverable or you have asked us not to mail correspondence to you, the notice is still effective. This notice provision also applies to any other mailings, including legal notices, we attempt to deliver. If you elect to have your statements and other general notices held, they will be available for pickup at the branch where you opened your account. Legal notices, such as your 1099-INT, will be held at your branch for your pickup until approximately January 30. If not picked up by that time, they will be mailed to the address listed for your account.

**Account Changes.** Any account holder or person authorized to sign on an account is required to notify us in writing if any account holder or other person authorized to sign on an account dies or is declared incompetent by a court. It is your responsibility to notify us of any change in your address or name. We are required to honor items drawn only on the listed account name. Further, we are required to attempt to communicate with you only at the most recent address provided to us.

**Preauthorized Transfers.** You may arrange for us to pay certain recurring bills from your checking or savings account provided written instruction and authorization has been provided. If you have told us in advance to make regular electronic fund transfers out of your account(s), you can stop any of these payments. Here's how:

Call us at 415-454-1212 or write to us at Tamalpais Bank, Operations Department, 630 Las Gallinas Avenue, San Rafael, CA 94903 in time for us to receive your request three (3) business days or more before the next payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 calendar days after you call. We charge you for each stop-payment order you give. See Fee Schedule for details.

- **Notice of Varying Amounts.** If these regular payments vary in amount, the person you are going to pay will tell you, 10 calendar days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

### **Recurring Electronic Payments**

If you have arranged to have direct deposits made to your account at least once every 60 calendar days from the same person or company, you can call us at 1-415-454-1212 to find out whether or not the deposit has been made.

### **Reissue of Bank Checks**

If you purchase a Cashier's Check from one of our branches or are the payee of such a check, and this check is lost, destroyed, or stolen, you may be able to claim a refund.

To claim a refund, you must provide us with a signed declaration that: 1) describes the check with reasonable certainty; 2) states that you are the purchaser or payee of the check; 3) states that you lost possession of the check other than as a result of a transfer or a lawful seizure; and 4) states that you cannot reasonably regain possession of the check because it was destroyed, or its whereabouts cannot be determined, or it is in the wrongful possession of someone who is unknown, cannot be located, or is not amenable to service of process.

We may pay you (the claimant) after 90 calendar days the amount of the check if the check has not already been paid to a person entitled to enforce payment. Because this is not a stop payment order, we must honor the check if presented within 90 calendar days. Payment to a person entitled to enforce the check relieves us from any further responsibility to you, the claimant. If we pay you after 90 days, we are relieved from liability on the check if the check is later presented by anyone.

### **Right of Setoff**

Subject to applicable law, we may exercise our right of set-off or security interest against any and all of your accounts

(except IRA, Keogh plan and Trust Accounts) without notice, for any liability or debt of any of you, whether joint or individual, whether direct or contingent, whether now or hereafter existing, and whether arising from overdrafts, endorsements, guarantees, loans, attachments, garnishments, levies, attorneys' fees, or other obligations. If the account is a joint or multiple-party account, each joint or multiple-party account holder authorizes us to exercise our right of setoff against any and all accounts of each account holder.

In addition, if you have an account with more than one account holder, you authorize us to withdraw all or a portion of the funds from your account to apply to the debt of the other account owner(s) owed to us, even if you are not liable for the debt and regardless of who contributed the money to the account.

### **Stop Payment Orders**

Subject to certain limitations, you may order us to stop payment on any check or other item payable from your account, whether drawn by you or any other account holder. The stop payment request will be effective if we receive the order at such time and in such manner as to afford us a reasonable opportunity to act upon the order. The stop payment order is effective for six (6) months, but it lapses after fourteen (14) calendar days if the original order was oral and was not confirmed in writing within that period. On-line stop payment orders are deemed "in writing" at the time the request is transmitted and do not require confirmation in writing. A stop payment order may be renewed for additional six (6) month periods if renewed by you in writing during a period within which the stop payment order is effective.

In order for us to act on a stop payment request, you must tell us:

1. The exact amount of the check
2. The check number
3. The date of the check
4. The payee, and
5. The full account number on which the check is drawn

If you give us incorrect information, we will not be liable for failing to stop payment on the item. Our acceptance of a stop payment order will not constitute a representation that the item has not already been paid or that we have a reasonable opportunity to act upon the order. If we do not have a reasonable period of time to act, we will not be responsible if we are not able to affect the stop payment.

You may not stop payment on an official, certified, cashier's, or teller's check issued by us or request us to stop payment if we have otherwise become accountable for an item. In addition, you may not stop payment on checks governed by separate agreement, such as a check guaranty agreement. Further, you may not stop payment on an item after acceptance of the item by us.

You agree to pay our stop payment fee and to hold us harmless from all costs and expenses incurred by us, including our attorney's fees, due to our refusal to pay the check stopped. We will not be liable to you for any indirect or consequential damages in providing the stop payment service.

If your blank checks are lost or stolen, we require that you close your account and open a new account. We cancel the

stop payment order automatically when you close the account on which you wrote the check(s).

If the check is presented for payment after the stop payment order expires, we may pay the check against your account. Under specific circumstances, we may pay a check even if a stop payment is in effect. For example, we may still pay the check if another Tamalpais Bank branch or another person or entity becomes a holder in due course.

You may not stop payment on a point-of-sale or Check Card transaction.

## **Systems and Software**

We shall not be responsible to you for any loss or damages suffered by you as a result of the failure of systems and software used by you to interface with our systems or systems and software utilized by you to initiate or process banking transactions whether such transactions are initiated or processed directly with our systems or through a third party service provider. You acknowledge that you are solely responsible for the adequacy of systems and software utilized by you to process banking transactions and the ability of such systems and software to do so accurately.

## **Taxpayer Identification Number (TIN) and Backup Withholding**

As a payer of interest on deposit accounts, we are required to withhold and pay to the Internal Revenue Service (IRS) 31% of payments of interest under certain conditions. This is called "backup withholding." Backup withholding is not an additional tax; any amount withheld is paid to the IRS and can be claimed as a credit on your federal income tax return.

We must withhold 31% from each reportable payment made to you on any account: 1) if you fail to provide us with the required TIN certification; 2) if the IRS instructs us to withhold; or; 3) if the IRS notifies you that you are subject to backup withholding.

To avoid possible erroneous backup withholding, an exempt payee should furnish his/her TIN and sign the signature card certifying that he/she is exempt. A non-resident alien or foreign entity must also certify his/her exempt status on an IRS W-8 form. To avoid future backup withholding, non-resident aliens must re-certify their exempt status every three years.

## **Taxpayer Information Year-End**

**Reporting.** As a payer of interest on deposit accounts, we are required to report to the IRS and the Franchise Tax Board interest earned on any account in the amount of \$10 or more, any interest penalties, and any withholding of Federal income tax under the backup withholding rules. We report to these agencies under the TIN you provided to us when opening your account unless you later provided us with an updated TIN certification. We report this information to these agencies and to you on form 1099-INT, which we will send to you by January 31 of each year for the prior tax year.

We do not report interest earned on retirement accounts on form 1099-INT. Instead, we report the total balance of your retirement plan as of December 31 to you and to the IRS. This report is known as a Fair Market Value Statement and is reflected on your fourth quarter, year-end statement.

If you take distribution from your retirement plan during the year, this will be reported on form 1099-R, which will be sent to you by January 31st each year for the prior tax year. If you

did not receive a distribution from your retirement plan during the prior tax year, you will not receive form 1099-R.

If you make a contribution to your retirement plan, or rollover funds from a Qualified Plan, or deposit retirement funds you received as a distribution from another trustee or custodian, we will send you form 5498 in May for the prior tax year. This form reports all regular contributions made between January 1st of the prior year and April 15th of the current year, as well as rollovers made during the prior tax year, January 1st through December 31st.

### **Transferring Account Ownership**

Upon your request, the ownership of your account may be transferred to change the name of an account holder due to a legal name change or to add the names of one or more additional account holders.

A transfer of ownership may not be done in the following instances: 1) to remove the name of an account owner (exception: a deceased owner may be removed from a certificate of deposit if the certificate is not in its grace period); 2) if the account is assigned or otherwise subject to a legal hold; 3) if a CD is pledged to a loan; or 4) if we determine that there has been an excessive number of ownership transfers.

To transfer the ownership of your account, all account owners must authorize the transfer by signing a new signature card.

## **TAMALPAIS BANK'S PRIVACY POLICY FOR CONSUMERS**

### **Your Privacy is Important to Us**

Our customers and other individuals visiting our Bank and our website are important to Tamalpais Bank. We understand that your privacy is important to you. At Tamalpais Bank, we believe the confidentiality and protection of your information is one of our fundamental responsibilities. While it is necessary for us to obtain information about you in order to provide quality service and products to serve your financial needs, we know that one of our most important assets is our customers' trust. Therefore, Tamalpais Bank has established a comprehensive policy of protecting confidential information about you and your transactions. Described below are the circumstances under which we may receive and obtain non-public personal information about you and our policy to protect your privacy. If you have any questions about your privacy, information you are providing the Bank, information the Bank may obtain about you, how we use information provided to us, or any of our policies or products, telephone us at 415 454-1212. Email us at [info@tambank.com](mailto:info@tambank.com), or write us at Tamalpais Bank, 630 Las Gallinas Ave, Suite 100, San Rafael, CA 94903.

### **Use of Terms and Definitions**

In this Privacy Policy and Disclosure Statement (privacy policy), the terms "we", "our", and "us" refer to Tamalpais Bank. The terms "you" or "yours" refer to you, our customer. The words and phrase "non-public personal information" means personal information about you which is not available to the general public such as your driver's license number, social security number, income, age, marital status, assets and debts, and in some instances your address and telephone number, email address, Internet service provider, or web browser.

## **Availability or Changes to Our Privacy Policy**

Our privacy policy applies to all customers with whom we have a relationship and is also extended to each of our former customers. All customers receive a copy of our privacy policy whenever a banking relationship is established with us. It is also available upon request at any of our Banking offices or through our website.

Annually, we send our privacy policy to you and all customers who have open accounts with us.

From time to time we may make changes to our privacy policy. Please ask one of our customer service representatives if you wish to verify that you have obtained the most current edition of our privacy policy.

## **How we collect information**

We collect non-public personal information about you in a number of ways.

- Applicant information - We collect information from you when you open an account or enroll in one of our banking services. This may include information such as your name, address, phone number, e-mail address, social security number, date of birth, assets and income.
- Transaction and experience information - Once you open an account with us, we collect and maintain information about your account activity. This information allows us to administer your account and provide the services you have requested.
- Third party information - We may collect information we receive about you from consumer reporting agencies and other services to verify your identity, employment, creditworthiness, credit history or to better understand your financial needs.

## **Categories of Information Which We Disclose and When it is Disclosed**

We provide access to information about you to outside companies and other third parties in certain limited circumstances.

- To help us process transactions for your account;
- When we use another company to provide services for us, such as printing and mailing your account statements;
- When we believe that disclosure is required or permitted by law;
- When we enter into a joint marketing agreement with another financial institution (see **Sharing of Information for Bank Marketing Purposes**);
- When we share information with our affiliates such as your account balance, payment history, parties to your transactions and credit card usage (see **Sharing of Information with Affiliates**).

## **Non-affiliated Parties to Whom We Disclose Information for Routine Business purposes:**

We do not and will not disclose or sell your personal information to anyone for any reason, at any time, except as permitted by law.

## **Sharing of Information for Bank Marketing Purposes**

From time to time, we may disclose non-public personal information described in our privacy policy to companies that perform joint marketing services on our behalf or products which Tamalpais Bank could offer you directly but has elected to provide through either a non-affiliated outside company or an affiliate of the Bank. Our joint written agreements with these companies are subject to confidentiality provisions and restrictions on using the information for any other purpose. These companies may include: (1) financial services providers such as insurance companies, investment companies, or credit card companies; (2) non-financial companies such as check printers; or (3) independent consultants, such as system consultants who program our software to help us administer our electronic banking services or products to you.

You may instruct us not to share information about you with outside companies for joint marketing purposes, as explained in How to Limit the Sharing of Information.

## **Sharing of Information with Affiliates**

Tamalpais Bank may share information with affiliates.

This information may be shared to:

- Help provide you with better service or perform services on our behalf.
- Respond to communication from you or as you authorize or request.
- Make it more convenient for you to open a new account.
- Allow an affiliate to provide you with information about their products and services.

Under the Fair Credit Reporting Act, we are permitted to share your transaction and experience information (such as name, address and facts about your payment history and other transactions on Tamalpais Bank accounts) with our affiliates. You may instruct us, however, not to share information such as personal and financial information that may be used to decide your eligibility for credit (such as information about your income, profession, or employment status) as explained in How to Limit the Sharing of Information.

Under the Fair and Accurate Credit Transactions Act, Tamalpais Bank may not receive or use information shared with us by one of our affiliates unless we obtain the customers permission to do so. That means our affiliate must provide their customers the notice and opportunity to Opt Out of any information sharing with us.

## **How to Limit the Sharing of Information**

If you prefer that we not disclose non-public personal information about you to nonaffiliated third parties for bank marketing purposes or share credit eligibility information with our affiliates, you may opt out by directing us not to make those disclosures (other than permitted by law). To exercise your right to opt-out, you may phone us at 415-454-1212, email us at [info@tambank.com](mailto:info@tambank.com), or complete the Opt Out Form insert in this Agreement and send it to 630 Las Gallinas Avenue, #100, San Rafael, CA 94901.

## **Confidentiality and Security**

We restrict access to non-public information about you and only allow access by those employees who need to know that information to provide products and services to you.

We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

### **Former Customers**

If you decide to close your account (s) or become an inactive customer, we will continue to adhere to the privacy policies and practices in this notice.

### **Accuracy of Information**

We maintain procedures to keep customer files complete, up to date and accurate. If you have reason to believe that your Personal Identification is incorrect, please call us at 415-454-1212 or email us at [info@tambank.com](mailto:info@tambank.com). We will promptly investigate the problem and if appropriate, update the Bank's records.

### **IMPORTANT ONLINE SECURITY INFORMATION**

Tamalpais Bank wants to ensure the online protection of your personal and Account information.

Please note:

- Tamalpais Bank will not ask you to submit personal or Account information via email.
- For your protection, any email sent from Tamalpais Bank including customer service emails or email alerts will require that you successfully login to our secure website at [www.tambank.com](http://www.tambank.com) before entering any personal information.
- If you ever receive an email appearing to be from Tamalpais Bank that asks for personal information such as your Account Number or Social Security Number, do not respond to the email. Please notify us immediately at 415-454-1212.

### **Responding to Email and Internet-Related Fraudulent Schemes**

The number one rule: Don't respond!  
Call or contact Tamalpais Bank and let us know of the unusual email.

### **CHECKING ACCOUNT PRODUCTS**

Tamalpais Bank offers a choice of three checking accounts, each featuring unlimited check writing and overdraft protection.

**Limitations.** If your account is a checking account, the following terms may apply. The bank may require you to give at least seven (7) calendar days notice in writing prior to intended withdrawal. Although we usually honor and pay withdrawals without a 7-day notice, doing so does not mean that we give up this right. See Withdrawal Rules Notice Requirements.

NOW (interest bearing checking) accounts offered must consist solely of funds in which the entire beneficial interest is held by one or more individuals in an individual capacity, a sole proprietor, certain non-profit organizations, or a governmental unit but not professional corporations or business partnerships. A NOW account may also be held by a for profit organization serving in a fiduciary or trustee capacity for an entity that is itself permitted to hold a NOW account. Otherwise, an organization may hold a NOW account only if it is operated primarily for religious, philanthropic, charitable, educational, or other similar purpose.

To apply for a Tamalpais Bank checking account you must be 18 years or older. (Teen checking offered for ages 13-17 with adult or legal guardian signer on account.)

**ATM Services and Fees.** All checking accounts come with a Tamalpais Bank VISA<sup>®</sup> Check Card, access to online and 24 hour telephone banking and usage of our MoneyPass surcharge-free ATM access within the United States. Please contact your nearest Tamalpais Bank branch for details and more information on the MoneyPass ATM locations nearest you or when traveling.

- You can make deposits, withdrawals, enclose loan payments, and make transfers between Tamalpais Bank accounts at any Tamalpais Bank ATM free of charge. There is no fee for your initial Tamalpais Bank ATM Card or Check Card we issue to you.
- You have access to your checking account at any ATM terminal displaying the STAR<sup>®</sup> or PLUS<sup>®</sup> network logo. For any non-Tamalpais Bank or ATM transaction there is a fee, which we may charge to your account. See Fee Schedule. Other financial institutions may charge you an additional fee to use their ATMs.
- You may use your Tamalpais Bank ATM card or VISA<sup>®</sup> Check Card to access your account at any participating point-of-sale terminal displaying the STAR<sup>®</sup> or PLUS<sup>®</sup> network logo.

When making purchases using your Tamalpais Bank ATM card, simply choose "ATM/Debit", and the amount will be directly debited from your account. With your Tamalpais Bank checking account, we do not charge you a fee to make purchases. However, the retailer may charge a fee, which is usually included in the purchase amount. You can also access your account with your Tamalpais Bank Check Card to make purchases anywhere the VISA<sup>®</sup> symbol is displayed. When making purchases using your Tamalpais Bank Check Card, simply choose "ATM/Debit" or "VISA<sup>®</sup>/Credit" and the amount will be directly debited from your account. With your checking account, we do not charge you a fee to make purchases. However, the retailer may charge a fee, which is included in the purchase amount.

**Other Fees.** See Fee Schedule for additional fees that may apply to your account.

**Internet Banking and Bill Pay.** Internet Banking is free with your Checking account. We offer a free Bill Pay service up to 25 payments which allows you to pay any individual or company within the United States. For over 25 payments, you will be assessed a per payment charge. See Fee Schedule for charges that apply.

**Statements.** We send you a statement monthly. We automatically assign a statement period date to your account. On the last day of your statement period, we subtract from your account any applicable service fees. At the end of the period, we automatically produce and mail to you a statement showing the activity in your account. We do not return your cancelled checks with your checking account statement.

**Combined Statement.** You may request a combined statement that consolidates your checking account with your other Tamalpais Bank accounts. Linked accounts may include other checking, savings, certificates of deposit, or retirement accounts. Balances for your linked accounts are reported on one statement.

**Related Services.** For your protection, we offer you a choice of overdraft protection plans. Please refer to the section in this agreement titled Overdraft Protection for a detailed description.

**Terms.** If your account is a checking account, the following terms may apply. No interest will be paid on any demand deposit checking account with us. If we offer NOW (interest bearing checking) accounts, the account must consist solely of funds in which the entire beneficial interest is held by one or more individuals in an individual capacity, a sole proprietor, certain non-profit organization, or a governmental unit - but not professional corporations or business partnerships. A NOW account may also be held by a for-profit organization serving in a fiduciary or trustee capacity for an entity that is itself permitted to hold a NOW account. Otherwise, an organization may hold a NOW account only if it is operated primarily for religious, philanthropic, charitable, educational, or other similar purpose. We may either close or convert an interest-bearing account if we believe that the account holder is not eligible to hold an interest-bearing checking account.

**Non-Standard Checks.** When you write checks on your account it is recommended that you use checks provided through an approved vendor. This will help to ensure that the print quality of the magnetic coding at the bottom of the check is acceptable and that the checks are image ready. Below-standard magnetic coding may result in your checks not being processed. We may refuse to process checks that do not meet our standards. In addition, non-standard checks may interfere with the clarity of pertinent information of a photocopied or imaged check. We may charge a fee for each check we are unable to process. See Fee Schedule for details.

## **SIMPLY FREE CHECKING**

This disclosure contains important information about terms, fees, and account limitations of our Simply Free Checking Account.

**Opening an Account.** We require a \$100 deposit to open this account. When you open your account, you will receive a set of temporary checks and deposit slips so you can have immediate access to your account. Your first order of checks are free. When you receive your personalized check order, please protect your account by destroying any unused temporary checks and deposit slips.

**Rate Information.** This is a non-interest bearing checking account.

**Account Fees.** You pay no monthly service fee for any statement period.

**Limitations.** None

**Features.** Online Banking, Online Bill Pay, Direct Deposit, Overdraft Savings and Overdraft Credit Line accounts, e-statements, VISA® Check Cards and first order of standard Tamalpais Bank checks free.

## **TEEN CHECKING**

This disclosure contains important information about terms, fees, and account limitations of our Teen Checking Account.

**Opening an Account.** We require a \$50 deposit to open this account. When you open your account, you will receive a set of temporary checks and deposit slips so you can have immediate access to your account. When you receive your personalized check order, please protect your account by destroying any unused temporary checks and deposit slips.

**Rate Information.** This is a non-interest bearing checking account.

**Account Fees.** You pay no monthly service fee for any statement period.

**Limitations.** Available to students 13 - 17 years of age. At age 18, the account converts to a Simply Free Checking account.

**Features.** First order of standard Tamalpais Bank checks and a VISA® Check Card are free.

## INTEREST CHECKING

This disclosure contains important information about terms, fees, and account limitations of our Interest Checking Account.

**Opening an Account.** We require a \$100 deposit to open this account. When you open your account, you will receive a set of temporary checks and deposit slips so you can have immediate access to your account. When you receive your personalized check order, please protect your account by destroying any unused temporary checks and deposit slips.

**Rate Information.** This account is a tiered variable rate interest bearing account. The interest rate and annual percentage yield will depend upon the daily balance in the account as shown on the **Rate Schedule** provided to you at account opening. A current **Rate Schedule** is available upon request. The interest rate and annual percentage yield may change daily. At our discretion, we may change the interest on the account without prior notice to you. Interest begins to accrue on the business day you deposit noncash items (for example, checks). Interest will be compounded daily and will be credited to the account monthly.

**Compounding, Interest and Balance Information.** We compound interest daily. We use the daily balance method to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day, based on a 365-day year (or 366 days for a leap year). You must maintain a minimum balance of \$0.01 in your account each day to obtain the disclosed annual percentage yield (APY). The disclosed APY for accounts which earn compounded interest assumes that the interest remains on deposit. Withdrawal of interest will reduce earnings.

**Account Fees.** See Fee Schedule for monthly service fee for this account. We will waive this fee if you have a minimum monthly average balance of \$5,000 in your Interest Checking account or a combined minimum monthly average balance of \$10,000 in your Interest Checking account and any of your deposit accounts (excluding Certificates of Deposit).

**Limitations.** The bank may require you to give at least seven (7) calendar days notice in writing prior to intended withdrawal. Although we usually honor and pay withdrawals without a 7-day notice, doing so does not mean that we give up this right.

**Features.** Online Banking, Online Bill Pay, Direct Deposit, Overdraft Savings and Overdraft Credit Line accounts, e-statements, VISA® Check Cards and first order of standard Tamalpais Bank checks free. Monthly service charges are waived for customers age 55 and older.

## SAVINGS ACCOUNT PRODUCTS

If your account is an interest bearing account and is not a NOW account or time deposit, the following terms may apply.

**Account Limitations.** Federal regulations limit certain types of transfers from your personal savings and money market accounts to a combined maximum of six (6) transfers per monthly statement period. We count an item/debit on the date we process it, which may be different from the date you initiate it. A transaction you make during one statement period may not be counted until the next statement period. If you exceed the transfer limits set by federal regulations, we will notify you in writing. If you continue to exceed these limits, we are required by law to convert your account to one not subject to transfer limits or close your account. If we plan to convert or close your account, we will notify you at least thirty (30) days in advance.

**Transfers and Withdrawals.** If your account is a savings or money market deposit account, federal law requires that an account holder may make no more than six (6) transfers and/or withdrawals per monthly statement to another of your accounts with us or to a third party by means of a preauthorized or automatic transfer or telephonic (including data transmission) agreements, order or instruction. No more than three (3) of the six (6) transfers may be made by check, draft, debit card, or similar order made by you and payable to third parties. If you exceed more than three (3) such transfers, we need not honor the item. A "preauthorized transfer" includes any arrangement by us to pay a third party from your account upon written or oral instruction including an order received through an ACH or any arrangement by us to pay a third party from your account at a predetermined time or on a fixed schedule.

The following information explains transfer limits:

Unlimited transactions:

- Deposits;
- Automated Teller Machine (ATM) cash withdrawals and transfers;
- Withdrawals made in person, by mail or by messenger at one of our banking offices;
- Transfers made in person at one of our banking offices; and
- Automatic transfers to repay your loan with us.

Limited transactions:

- Checks, POS transactions, drafts, or check card purchases (a maximum of three during each monthly statement period). Savings accounts cannot be used for these types of transactions.
- Automatic transfers to another deposit account, whether the account is with us or at another institution;
- Telephone transfers and transfers made through Gold Phone, our 24-hour telephone banking service (877-526-7111 or 415-454-7111); and
- Online banking transfers and bill payments through our online banking service.
- Other limitations or fees may apply based on the type of account you have. Refer to specific account information and the Fee Schedule for details.

## **REGULAR SAVINGS**

This disclosure contains important information about terms, fees, and account limitations of our Regular Savings Account.

**Opening an Account.** We require a \$100 deposit to open this account.

**Rate Information.** This account is an interest bearing account. The interest rate and annual percentage yield will depend upon the daily balance in the account as shown on the Rate Schedule provided to you at account opening. A current Rate Schedule is available upon request. The interest rate and annual percentage yield may change daily. At our discretion, we may change the interest on the account without prior notice to you. Interest begins to accrue on the business day you deposit non-cash items (for example, checks). Interest will be compounded daily and will be credited to the account monthly.

**Compounding, Payments and Balance Information.** We use the daily balance method to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day, based on a 365-day year (or 366 days for a leap year). You must maintain a minimum balance of \$0.01 in the account each day to obtain the disclosed annual percentage yield.

**Account Fees.** See Fee Schedule for monthly service fee for this account. We will waive this fee if you have a minimum monthly average balance of \$300 in your Regular Savings account.

**Limitations.** The bank may require you to give at least seven (7) calendar days notice in writing prior to intended withdrawal. Although we usually honor and pay withdrawals without a 7-day notice, doing so does not mean that we give up this right.

This account is a savings account and subject to the transaction limitations set forth in the Transfers and Withdrawals section under SAVINGS ACCOUNT PRODUCTS.

## **MONEY MARKET SAVINGS ACCOUNT**

This disclosure contains important information about terms, fees, and account limitations of our Money Market Savings Account.

**Opening an Account.** We require a \$100 deposit to open this account.

**Rate Information.** This account is a tiered variable rate interest bearing account. The interest rate and annual percentage yield will depend upon the daily balance in the account as shown on the **Rate Schedule** provided to you at account opening. A current **Rate Schedule** is available upon request. The interest rate and annual percentage yield may change daily. At our discretion, we may change the interest on the account without prior notice to you. Interest begins to accrue on the business day you deposit non-cash items (for example, checks). Interest will be compounded daily and will be credited to the account monthly.

**Compounding, Payments and Balance Information.** We use the daily balance method to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day, based on a 365-day year (or 366 days for a leap year). You must maintain a minimum balance of \$0.01 in the account each day to obtain the disclosed annual percentage yield.

**Account Fees.** See Fee Schedule for monthly service fee for this account. We will waive this fee if you have a minimum

monthly average balance of \$5,000 in your Money Market Savings account or a combined minimum monthly average balance of \$10,000 in your Money Market Savings account and any of your deposit accounts.

**Limitations.** The bank may require you to give at least seven (7) calendar days notice in writing prior to intended withdrawal. Although we usually honor and pay withdrawals without a 7-day notice, doing so does not mean that we give up this right.

This account is a savings account and subject to the transaction limitations set forth in the Transfers and Withdrawals section under SAVINGS ACCOUNT PRODUCTS.

## **TAMBUCK\$ KID SAVINGS**

This disclosure contains important information about terms, fees, and account limitations of our TAMBUCK\$ KID Savings Account.

**Opening an Account.** We require a \$10 deposit to open this account.

**Rate Information.** This account is an interest bearing account. The interest rate and annual percentage yield will depend upon the average daily balance in the account as shown on the **Consumer Product Interest Rate Schedule** provided to you at account opening. A current **Consumer Product Interest Rate Schedule** is available upon request. The interest rate and annual percentage yield may change daily. At our discretion, we may change the interest on the account without prior notice to you. Interest begins to accrue on the business day you deposit non-cash items (for example, checks). Interest will be compounded daily and will be credited to the account monthly.

**Compounding, Payments and Balance Information.** We use the daily balance method to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day, based on a 365-day year (or 366 days for a leap year). You must maintain a minimum balance of \$0.01 in the account each day to obtain the disclosed annual percentage yield.

**Account Fees.** You pay no monthly service fee for any statement period.

**Limitations.** Available to students 12 and under. At the age of 13, the account converts to the Tambuck\$ Teen Savings.

The bank may require you to give at least seven (7) calendar days notice in writing prior to intended withdrawal. Although we usually honor and pay withdrawals without a 7-day notice, doing so does not mean that we give up this right.

This account is a savings account and subject to the transaction limitations set forth in the Transfers and Withdrawals section under SAVINGS ACCOUNT PRODUCTS.

**Features.** Earn TamBuck\$ and exchange for awards as part of our Financial Literacy Program.

## **TAMBUCK\$ TEEN SAVINGS**

This disclosure contains important information about terms, fees, and account limitations of our TAMBUCK\$ TEEN Savings Account.

**Opening an Account.** We require a \$10 deposit to open this account.

**Rate Information.** This account is an interest bearing account. The interest rate and annual percentage yield will depend upon the daily balance in the account as shown on the **Consumer Product Interest Rate Schedule** provided to you at account opening. A current **Consumer Product Interest Rate Schedule** is available upon request. The interest rate and annual percentage yield may change daily. At our discretion, we may change the interest on the account without prior notice to you. Interest begins to accrue on the business day you deposit non-cash items (for example, checks). Interest will be compounded daily and will be credited to the account monthly.

**Compounding, Payments and Balance Information.** We use the daily balance method to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day, based on a 365-day year (or 366 days for a leap year). You must maintain a minimum balance of \$0.01 in the account each day to obtain the disclosed annual percentage yield.

**Account Fees.** You pay no monthly service fee for any statement period.

**Limitations.** Available to students 13 - 17 years of age. At the age of 18, account converts to a Regular Savings Account.

The bank may require you to give at least seven (7) calendar days notice in writing prior to intended withdrawal. Although we usually honor and pay withdrawals without a 7-day notice, doing so does not mean that we give up this right.

This account is a savings account and subject to the transaction limitations set forth in the Transfers and Withdrawals section under SAVINGS ACCOUNT PRODUCTS.

**Features.** Earn TamBuck\$ and exchange for awards as part of our Financial Literacy Program.

## CERTIFICATES OF DEPOSIT

If your account is a time deposit, you have agreed to keep the funds on deposit until the maturity of your account. If your account has not matured, any withdrawal of all or part of the funds from your account may result in an early withdrawal penalty. We will consider requests for early withdrawal and, if granted, the penalty provided in the account disclosures will apply.

**Penalty.** The early withdrawal penalty is calculated as a forfeiture of part of the accrued interest that has been or would be earned on the account. If your account has not yet earned enough interest so that the penalty can be deducted from earned interest, or if the interest already has been paid, the difference will be deducted from the principal amount of your account. For fixed rate accounts, we will use the rate in effect for your deposit. Refer to the account disclosures to see how early withdrawal penalties will be calculated on your account.

**Exceptions.** We may let you withdraw money from your account before the maturity date without an early withdrawal penalty: (1) when one or more of you dies or is determined legally incompetent by a court or other administrative body or competent jurisdiction; or (2) when the account is an Individual Retirement Account (IRA) established in accordance with 26 USC 408 and the money is paid within seven (7) calendar days after the account is opened; or (3) when the account is a Keogh Plan (Keogh), if you forfeit at least the interest earned on the withdrawn funds; or (4) if the time deposit is an IRA or Keogh Plan established pursuant to 26 USC 408 or 26 USC 401, when you reach age 59 1/2 or become disabled; or (5) within an applicable grace period (if any).

## REGULAR TIME CERTIFICATES OF DEPOSIT

**Opening an Account.** The minimum opening deposit for a Regular Time Certificate of Deposit is \$1,000. When you open your account, you receive an account receipt showing your opening deposit and the initial terms of the account.

**Term.** When you open a CD account, you agree to leave your funds on deposit for the term described in the Additional Terms and Disclosure Agreement provided at account opening.

**Additions to Your Account.** Additions are only allowed during the account's grace period.

**Maturity Date.** The maturity date is the first day you may withdraw principal from your account without paying an early withdrawal penalty. No early withdrawal penalty applies to withdrawals of interest during the term of the account. Before your maturity date, we mail a notice to you to remind you that your account is maturing.

**Grace Period.** You have ten (10) calendar days from the day after your account matures to:

- Renew your account for the same period of time as your original term.
- Reinvest your account (select a new term or make other changes).
- Close your account, without incurring an early withdrawal penalty.

If the grace period ends on a non-business day, we extend the grace period to the next business day. Interest earned becomes part of your principal balance on your renewal or reinvestment date.

**Automatically Renewing Your Account.** We automatically renew your account on the maturity date. The renewal date is the first day of the new term. Your renewed account earns the interest rate we offer on that date for non-promotional certificates of the same amount and term opened on that date. If we do not offer the same term as your certificate, we will notify you in writing of the new term. The interest rate is fixed for the length of the term.

**Reinvesting Your Account (Changing the Term).** You may select new terms or make other changes during your account's grace period. Your grace period ends and the new term begins the day you make the desired changes and reinvest your funds. From the reinvestment date through the end of the new term, your account earns the interest rate in effect on the reinvestment date. The corresponding annual percentage yield that applies to your account is based on the assumption that interest will remain on deposit until maturity. Withdrawals will reduce earnings.

**Closing Your Account.** If you close your account during the grace period, the account still earns interest from the maturity date through the day prior to the closure date. The interest rate for those days is the interest rate in effect for non-promotional certificates of the same amount and term on the maturity date.

For information on your specific account type also read the applicable sections of this Agreement.

**Interest Rates, Compounding, and Payments.** The annual percentage yield and interest rate are set by us. The interest rates we pay on this account are fixed for the term at the time you open, renew, or reinvest your account. Interest rates are

tiered, so accounts with higher balances may earn a higher interest rate. Interest rates are also based on the term of the account, so accounts with longer terms may earn a higher interest rate. We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the balance in the account each day.

We pay interest on your funds from the business day of deposit through the calendar day prior to withdrawal. We compound interest daily, based on a 365-day year (or 366 days for a leap year).

At your request, interest may be credited monthly, quarterly, semi-annually or at the end of the term. Interest credited or paid each period includes interest through the next to last calendar day of the period. Interest for the last day of the period is included in the interest amount credited or paid the following period.

**Interest Payment Options.** You have three options for receiving your interest. You may:

- (1) Leave the interest payments in your Regular CD account, where they will compound; or
- (2) Have us transfer the interest payments into another Tamalpais Bank checking or savings account. The Annual Percentage Yield (APY) assumes interest remains on deposit until maturity. If you choose option 2 above, your APY may be reduced; or
- (3) Receive a check.

**Deferred Interest.** If your account term is one year or less, you may defer the payment of all interest on a Regular CD account until maturity.

If you choose to defer payment and then let your account renew, we credit your accrued interest and continue to defer payment for the next term unless you instruct us otherwise. We report the payment to you and the IRS on Form 1099 for the year in which we pay the interest.

**Maturity Notice.** Notice before maturity will be provided twenty (20) calendar days before the end of the grace period on the existing account.

## IRA CERTIFICATES OF DEPOSIT

We offer a choice of IRA retirement account options. Internal Revenue Service (IRS) contribution and rollover regulations apply to all retirement accounts. Additional IRS regulations apply to distributions. State and federal tax penalties may apply to distributions made before you reach age 59 1/2. See account disclosures for more details. Consult your attorney or tax advisor for full details on possible tax implications.

**Opening an account.** We require a \$100 deposit to open an Accumulator Retirement CD account. The term begins on the business day you make your opening deposit.

**Additions to your account.** You may make additions at any time and in any amount up to the amount allowed by IRS contributory and rollover regulations. Making additional deposits does not change your account type, interest rate, or maturity date.

**Ownership.** These accounts may be opened by individuals as an Individual Retirement Account (IRA) or Roth IRA. Self-employed individuals and small-business owners may use these accounts as a Simplified Employee Pension Plan (SEP).

Retirement accounts may not be used as collateral for CD secured loans.

For certificate accounts, interest earned becomes part of your principal balance on your renewal or reinvestment date.

**Term.** When you open an IRA CD account, you agree to leave your funds on deposit for the term described in the Additional Terms and Disclosure Agreement provided at account opening. You may also make additional deposits to this account at any time. In addition to the terms above, the following terms, as well as the terms and conditions applicable to Regular CDs, apply to your IRA CD account.

**Interest Rates, Compounding, Payments and Interest Payment Options.** The annual percentage yield and interest rate are set by us. The interest rates we pay on this account are fixed for the term at the time you open, renew, or reinvest your account. Interest rates are tiered, so accounts with higher balances may earn a higher interest rate. Interest rates are also based on the term of the account, so accounts with longer terms may earn a higher interest rate. We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the balance in the account each day. We pay interest on your funds from the business day of deposit through the calendar day prior to withdrawal. We compound interest daily, based on a 365-day year (or 366 days for a leap year). At your request, interest may be credited quarterly or monthly. The Annual Percentage Yield (APY) assumes interest remains on deposit until maturity. IRS regulations apply to interest distributions from retirement accounts.

At your request, interest may be credited monthly, quarterly, semi-annually or at the end of the term. Interest credited or paid each period includes interest through the next to last calendar day of the period. Interest for the last day of the period is included in the interest amount credited or paid the following period.

## OTHER PRODUCTS AND SERVICES

### SAFE DEPOSIT BOXES

You can protect your business papers and contracts, financial documents, personal and family records, or other valuables with a Tamalpais Bank safe deposit box. Safe deposit boxes and their contents are not covered by FDIC Insurance or Tamalpais Bank's insurance policy. The FDIC insures deposits in deposit accounts; safe deposit boxes are considered storage space provided by the Bank and do not fall under these insurance laws.

**Tamalpais Bank's liability.** Our liability is limited to the exercise of customary care to prevent the opening of your safe deposit box by any unauthorized person. We shall not be liable for the loss, or alleged loss, of any contents of your safe deposit box, nor will the loss of or damage to any of your box contents infer unauthorized access.

**Box access.** No person other than the renter(s), or an authorized representative appointed in a manner acceptable to us, shall have access to your box. All co-renters agree to immediately notify us of the death of any person who, at the time of death, had access to the box.

We reserve the right to deny access to your box if, due to a statement or action of any renter or co-renter or legal process, we consider it necessary or advisable to do so.

**Safe deposit box keys.** Two box keys are issued to you at the time the box is rented. We do not retain any keys to your

box and, for your protection and privacy, have no knowledge as to the contents of your box. Upon surrender of your box, both keys must be returned to us. You agree to pay the cost of replacing lost or broken key(s) and the forced opening of your box, if required. We are authorized to charge these expenses to any account. Refer to Fee Schedule.

**Rental payments.** Rents are payable annually, in advance. If the rent on your box is not paid, or if the box is not surrendered (with the contents removed and the keys returned to us) before the rental due date, we have the right to withdraw the amount of the rent due from your account, or the account of any co-renter. We may refuse access to you or any co-renter of your box until all past due rents and charges are paid. If rent is not paid within six months from the rental due date, and thirty (30) calendar days after we provide you with written notification, we have the right to force open your box, remove the contents and handle or dispose of them in accordance with the law.

**What may not be stored in the box.** You may not place any of the following in your safe deposit box:

- Any liquid or explosive;
- Anything of a dangerous or objectionable nature;
- Anything the possession of which is prohibited by law or regulation;
- Anything which is or may become a nuisance to the Bank or to any other customer.

We may require you to close your safe deposit box at once if we have reasonable cause to believe you have violated this provision. If you do not comply with our request, we may force open your safe deposit box and remove the contents. If we believe the contents present an immediate threat or offense, we may open your safe deposit box without notification to you, inventory and remove the contents. If we find anything in your safe deposit box that violates the above provisions, we may dispose of the item without liability. We will store the other contents of your safe deposit box until you claim them, or we may dispose of them as provided by law.

**Unclaimed property.** We are required under the Unclaimed Property Law of the State of California to report the contents of a safe deposit box if unclaimed by the owner for more than three years from the date the rental agreement expires and is not renewed. Delinquent / Inactive boxes, where the renter or co-renter has not entered the safe deposit box in three years, must also be reported. We will make every effort to contact you and the co-renters in writing by sending a notice to your last known address on our records. If you or the other co-renters cannot be located, your box will be forced open and the contents removed and sent to the State Controller in accordance with State laws and regulations.

**Termination of rental.** We reserve the right to terminate the rental of your box at any time upon notice to any person entitled access. In such a case, the contents of the box must be removed and the keys surrendered promptly.

**Safe deposit rules and regulations.** Each party renting a box agrees to abide by our rules and regulations concerning access to a box, identification requirements, and all new or modified agreements that we may from time to time adopt.

**Safe deposit box availability and fees.** Your branch may or may not have available safe deposit boxes on site. If your branch does not have safe deposit boxes, you have the option

of obtaining a box at another Tamalpais Bank branch office. Box sizes and availability vary by location.

For a current disclosure of box sizes, annual rental fees, and other safe deposit box information, contact your local branch or refer to Fee Schedule.

## **OVERDRAFT LINE OF CREDIT**

Overdraft line of credit provides protection with a line of credit linked to your personal checking account. When your checking account falls below zero, we automatically transfer funds from your Overdraft Line of Credit to your checking account up to your available line amount under the terms and conditions of the Overdraft Line of Credit Account Agreement and Disclosure.

**Miscellaneous fees and charges.** We charge a \$30 transaction fee to your checking account on the day the overdraft transfer is made.

## **OVERDRAFT PROTECTION**

You may choose to link your savings account to your Tamalpais Bank checking account for automatic overdraft protection.

This link allows us to transfer funds from your savings account to your checking account to guard against occasional returned checks and overdraft fees. When additional funds are needed to cover checks and other debits, we automatically transfer funds from your savings account in increments of \$50 up to the available balance in your savings account to cover checks written on your checking account. See Fee Schedule.

**Limitations.** Under Federal regulation, the transfers from your savings account are considered preauthorized debits and are included as one of the six (6) transfers per statement period.

## **WHEN FUNDS ARE AVAILABLE FOR WITHDRAWAL**

### **Your ability to withdraw funds at Tamalpais Bank**

Our policy is to delay the availability of funds from your check deposits. During the delay, you may not withdraw the funds in cash, and we will not use the funds to pay checks that you have written.

### **Determining the Availability of a Deposit**

The length of the delay is counted in business days from the day of your deposit. Every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit before 5:30 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the branch closes (5:30 p.m.) or on a day that we are not open, we will consider that the deposit was made on the next business day we are open.

The length of the delay varies depending on the type of deposit and is explained below.

### **Same Day Availability**

Funds from cash and electronic direct deposits will be available on the day we receive the deposit.

### **Next Day Availability**

Funds from the following deposits are available on the first business day after the day of your deposit:

- Local checks
- U.S. Treasury checks that are payable to you
- Wire transfers
- Checks drawn on Tamalpais Bank

If you make the deposit in person to one of our employees, funds from the following deposits are also available on the first business day after the day of your deposit:

- State and local government checks that are payable to you;
- Cashier's, certified, and teller's checks that are payable to you;
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to you.

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit) funds from these deposits will be available on the second business day after the day of your deposit.

### Other Check Deposits

The delay for other check deposits depends on whether the check is a local or a nonlocal check. To see whether a check is a local or nonlocal check, look at the routing number on the check:

#### Personal Check

Pay to the order	_____ 20 _____
of _____	\$ _____
	_____ Dollars
Bank Name and Location	_____
123456789	000000000 000
Routing #	

#### Business Check

Name of Company	_____ 20 _____
Address, City, State	
Pay to the order	_____ 20 _____
of _____	\$ _____
	_____ Dollars
Bank Name and Location	_____
000000000	123456789 000000000 000
Routing #	

If the first four digits of the routing number (1234 in the above example) are 1210, 1211, 1212, 1213, 1220, 1221, 1222, 1223, 1224, 3210, 3211, 3212, 3213, 3220, 3221, 3222, 3223, and 3224, then the check is a **local** check. Otherwise the check is a nonlocal check. Some checks are marked "payable through" and have a four or nine-digit number nearby. For these checks, use the four-digit number (or the first four digits or the nine digit number), not the routing number on the bottom of the check to determine if these checks are local or nonlocal. Our policy is to make funds from local and nonlocal checks available as follows.

**Local checks.** Funds from a deposit of local checks will be available on the first business day after the day of your deposit.

**Nonlocal checks.** The first \$100 from a deposit of nonlocal checks will be available on the first business day after the day of your deposit. The remaining funds will be available on the fifth business day after the day of your deposit. For example, if you deposit a \$700 nonlocal check on a Monday, \$100 of the deposit is available on Tuesday. The remaining \$600 is available on Monday of the following week.

### **Longer Delays May Apply**

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

- We believe a check you deposit will not be paid;
- You deposit checks totaling more than \$5,000 on any one day;
- You redeposit a check that has been returned unpaid;
- You have overdrawn your account repeatedly in the last six months;
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the 11th business day after the day of your deposit.

### **Special Rules for New Accounts**

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

Funds from deposits of cash and electronic direct deposits to your account will be available on the day we receive the deposit.

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

Funds from all other check deposits will be available on the seventh business day after the day of your deposit for local checks and the eleventh business day for nonlocal checks.

### **Deposits Made at an ATM**

Any deposits made at a Tamalpais Bank ATM will be placed on hold. Cash deposits will be available on the next business day, and any check deposits will be available based on the bank's hold policy. Deposits made after our cut off time on a business day will be considered received the next business day. Cut off time is generally 3 p.m.

## **ELECTRONIC BANKING SERVICES**

This Agreement and Disclosure is made in compliance with federal laws regulating electronic funds transfer services known as the Electronic Funds Transfer Act (Regulation E). Electronic funds transfers are electronically initiated trans-

fers of money involving an account at a Financial Institution. The following disclosures set forth your and our rights and responsibilities concerning the electronic funds transfers. The abbreviation "PIN" or word "code" means a personal identification number. For the purposes of these electronic funds transfer disclosures, our business days are Monday through Friday. Saturdays and Sunday, including federal holidays are not included.

## CONSUMER DISCLOSURES

**Consumer Liability.** Tell us AT ONCE if you believe your Card or PIN has been lost or stolen or if you believe that an electronic funds transfer has been made without your permission using information from your check. Telephoning is the best way of keeping possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you believe your card has been lost or stolen, and you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your card without your permission. You will not be liable for any losses resulting from unauthorized use of your VISA® Check Card. Visa's Zero Liability Policy covers U.S.-issued cards only and does not apply to ATM transactions. Cardholder must notify issuer promptly of any unauthorized use. Card will be subject to the terms and conditions contained in the Error Resolution section of this agreement. If you do NOT tell us within 2 business days after you learn of the loss or theft of your card, and we can prove we could have stopped someone from using your card without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, including those made by card code or other means, tell us at once. If you do not tell us within sixty (60) calendar days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

**Contact in event of unauthorized transfer.** If you believe your Tamalpais Bank ATM card, Check Card, or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call: 1-415-446-1723 or write: Tamalpais Bank Operations Department, 630 Las Gallinas Ave, Suite 100, San Rafael, CA 94903. You should also call the number or write this address if you believe a transfer has been made using the information from your check without your permission.

**Business Days.** For the purpose of these disclosures, our business days are Monday through Friday. Saturday and Sundays, including Federal holidays are not included.

## Transfer types and limitations

**Account Access.** You may use your card to:

- Withdraw cash from your checking or savings account.
- Make deposits to your checking or savings account (deposits can only be made at a Tamalpais Bank ATM).
- Transfer funds between your checking and savings accounts whenever you request.
- Obtain balance information from your checking and savings account.
- Pay for purchases at locations that have agreed to accept the Card and PIN.

- Pay bills directly by telephone from your checking or savings account in the accounts and on the days you request.

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

**Electronic Check Conversion.** You may authorize a merchant or other payee to make a one-time payment from your account to make a one-time electronic payment using information from your check to pay for purchases or pay bills. Electronic check conversion is a payment process in which a merchant or other payee (after obtaining your authorization) uses your check to gather routing, account, and check number information to initiate a one-time Electronic Funds Transfer (EFT). When information from your check is used to make an ETF, funds may be withdrawn from your account as early as the same day you make your payment. This type of EFT transaction involving a consumer account is covered by the Electronic Funds Transfer Act and this disclosure. A description of the transaction will appear on your statement.

### **Limitations on Dollar amounts of transfers**

- You may withdrawal up to \$500 in cash each day you use our ATM terminals using your Card and PIN.
- You may buy up to \$3,000 worth of goods or services each day you use the Card or PIN.

**Fees.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer. We do not charge for transactions that you make at a Tamalpais Bank ATM. However, we may charge for transactions you make at a non-Tamalpais Bank ATM. In addition, the owner of the ATM may impose an additional charge. See Fee Schedule.

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

- To complete transfers as necessary;
- To verify the existence and condition of your account upon the request of a third party such as a credit bureau or merchant;
- To comply with government agency or court orders;
- If you give us your written permission.

### **Documentation**

**Terminal Transfers.** You can get a receipt at the time you make any transfer to or from your account using one of our ATMs or a POS terminal.

**Preauthorized Credits.** If you have arranged to have direct deposits made to your account at least once every sixty (60) calendar days from the same person or company, you can call us at 415-446-1859 to find out whether or not the deposit has been made.

**Periodic Statement.** You will get a monthly account statement from us, unless there are no transactions in a particular month. In any case you will get a statement quarterly. You will get a quarterly statement from us on your savings account if this is the only account you maintain, and the only possible electronic transfer to or from the account is a preauthorized deposit.

## Preauthorized Electronic Fund Transfers

**Right to Stop Payment and procedure for doing so.** You cannot stop payment on POS transactions. If you have a dispute about goods or services purchased with your card you will have to settle directly with the merchant. We are not responsible for any damages or liability that results from a merchant's representation of the price, warranty, or quality of goods or services you purchase with your card. If you breach or do not fulfill any terms of this Agreement, you are responsible to us for all damages or liability.

If you have told us in advance to make regular electronic fund transfers out of your account(s), you can stop any of these payments. Here's how:

- Call us at the telephone number or write to us at the address set forth above, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. We will charge you a stop payment fee for each stop order you give. See Fee Schedule.

**Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

**Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

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

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the money in your account is subject to legal process or other claim restricting such transfer.
- If the transfer would go over the credit on your overdraft line.
- If the ATM where you are making the transfer does not have enough cash.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken.
- There may be other exceptions stated in our agreement with you.

**ATM Fees.** We do not charge for ATM transactions when you use our ATMs. When you use an ATM network not owned by us (with the exception of the MoneyPass ATM Network noted below), you may be charged a fee by the ATM operator or any

network used, and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer.

**MoneyPass ATM Network.** You can use your Tamalpais Bank ATM or VISA® Check Card at over 11,000 locations which display the MoneyPass logo, and you won't be charged a surcharge fee by that bank. In addition to that, Tamalpais Bank will also waive ATM transaction fees whenever a MoneyPass ATM is used. For up-to-date locations, ask your branch representative or log onto [www.moneypass.com](http://www.moneypass.com).

**VISA/PLUS Network Foreign Interchange Fee.** If you use your VISA® check/debit card or your ATM card to purchase goods or services or obtain cash outside of the United States, a fee equal to one percent (1%) will be assessed by VISA International, Inc. to convert the transaction from foreign currency into U.S. dollars at the exchange rate available at the time that your transaction is processed. This fee will be reflected on your monthly statement and is in addition to any other transaction fees assessed at any ATM machine for obtaining cash or by any merchant. This fee is assessed by VISA and Tamalpais Bank will pass this fee to you. You are solely responsible for this cost.

## **OTHER TERMS AND DISCLOSURES**

**Personal Identification Number (PIN).** The PIN issued to you is for your security. The numbers are confidential and should not be disclosed to third parties or recorded on the card. You are responsible for safekeeping your PIN(s). You agree not to disclose or otherwise make your PIN available to anyone not authorized to sign on your accounts.

**Notices.** All notices from us will be effective when we have mailed them or delivered them to your last known address on our records. Notices from you will be effective when received by us at the telephone number or the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty-one (21) calendar days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing your account and any future changes to those regulations.

**Enforcement.** In the event either party brings a legal action to enforce this Agreement or collect amounts owed as a result of any Account transaction, the prevailing party shall be entitled to reasonable attorney's fees and costs, including fees on any appeal, subject to any limits under applicable law.

**Termination of ATM and Debit Cards.** You agree that we may terminate this Agreement and your use of the Card if:

- We have reason to believe that there has been an unauthorized use of your ATM card, PIN, Visa Check Card or Gold Phone Customer Service PIN.
- We notify you or any other party to your account that we have cancelled or will cancel this Agreement. You or any other party to your account can terminate this Agreement by notifying us in writing.
- Termination of service will be effective the first business day following receipt of your written notice.
- Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

**Illegal Transactions.** You may not use your ATM, POS, Debit Card, or other access device for any illegal or unlawful trans-

action, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. Notwithstanding the foregoing, we may collect on any debt arising out of any illegal or unlawful transaction.

**Deposits made at Tamalpais Bank ATMs.** Any deposits made at a Tamalpais Bank ATM will be placed on hold and subject to verification and collection. Cash deposits will be available on the next business day, and any check deposits will be available based on the bank's hold policy. If you make a deposit before 3 p.m. on a business day, we will consider that day to be the day of your deposit. However, if you make a deposit after 3 p.m. or on a non-business day, we may consider that the deposit was made on the next business day. Our business days are Monday through Friday excluding bank holidays. If Monday is a holiday, we will normally credit your account the following Tuesday. The cutoff times for individual ATMs may vary and are posted at each Tamalpais Bank ATM.

See the "When Funds Are Available for Withdrawal" section of this Agreement for a further description of our availability policy.

## **ERROR RESOLUTION**

In case of errors or questions about your electronic transfers, telephone us at 415-446-1723 or write us at Tamalpais Bank, Operations Department, 630 Las Gallinas Ave, Suite 100, San Rafael, CA 94903 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) calendar days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.
- If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, unless your transaction is a VISA<sup>®</sup> transaction in which case we will credit your account within five (5) days, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

If a notice of error involves an electronic fund transfer that occurred within thirty (30) days after the first deposit to the account was made, the error involves a new account. For errors involving new accounts, point of sale debit card transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no

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

## **ERROR RESOLUTION NOTICE ON PERIODIC STATEMENTS**

In case of errors or questions about your electronic transfers, telephone us at 415-446-1723, or write us at Tamalpais Bank, Operations Department, 630 Las Gallinas Ave, Suite 100, San Rafael, CA 94903 as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

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

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of money during the time it takes to complete our investigation.

## **OTHER ELECTRONIC FUNDS TRANSFER TRANSACTIONS**

You may access certain account(s) you maintain with us by other EFT transaction types as described below.

**Electronic Check Conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your account using information from your check to pay for purchases or pay bills. Electronic check conversion is a payment process in which a merchant or other payee (after obtaining your authorization) uses your check to gather routing, account, and check number information to initiate a one-time EFT. When information from your check is used to make an EFT, funds may be withdrawn from your account as early as the same day you make your payment. This type of EFT transaction involving a consumer account is covered by the Electronic Funds Transfer Act and this disclosure. A description of the transaction will appear on your statement.

**Electronic Collection of Returned Item Fees.** You may authorize a merchant to electronically collect a fee associated with the re-presentation of a check that is returned due to insufficient or unavailable funds. If your payment is returned unpaid, you authorize us to make a one-time electronic fund transfer from your account to collect the associated fees. The fee is determined by the merchant. A description of the transaction will appear on your statement.

**Direct Deposit of Government Payments.** You may arrange for us to complete the following preauthorized transfers to your deposit accounts:

Accept direct deposits from the U.S. Treasury Department to your checking or savings account.

**Direct Deposit - Private Sector.** You may arrange for us to complete the following preauthorized transfers to your deposit accounts:

Accept direct deposits from your employer or other financial institutions to your checking or savings account.

**Preauthorized Debit.** You may arrange for us to complete the following preauthorized transfers to or from your deposit

accounts: Pay certain recurring bills from your checking or savings account.

## **FUNDS TRANSFERS NOT GOVERNED BY REGULATION E**

**General.** This section applies to electronic funds transfers which are not governed by the Electronic Funds Transfers Act and Regulation E. For example, this section applies to electronic funds transfers specifically excluded from coverage by Regulation E and to those transfers which are governed by Article 4A of the Uniform Commercial Code. Generally, such transfers include telephone-initiated transfers which are not periodic or recurring and wire transfers.

These terms and conditions are in addition to, and not in place of, any other agreements you have with us regarding transfers or receipt of funds.

**Notice of receipt of funds.** Unless we have otherwise agreed in writing, we will notify you of funds credited to your account through your account statement covering the period in which the funds were credited. We are under no obligation to provide you with any additional notice or receipt.

**Reliance on identification numbers.** If a transfer instruction describes the person to receive payment inconsistently by name and account number, payment may be made on the basis of the account number even if the account number identifies a person different from the named person. If a transfer instruction describes a participating financial institution inconsistently by name and identification number, the identification number may be relied upon as the proper identification of the financial institution.

**Duty to report unauthorized and erroneous fund transfers.** You will exercise ordinary care to determine whether a fund transfer from your account was either erroneous or not authorized and will notify us of the facts within a reasonable time not exceeding thirty (30) calendar days after you receive notice of the funds transfer or your account is debited, whichever is earlier. You will be precluded from asserting that we are not entitled to retain payment unless you object to payment within the thirty (30) day period.

**Erroneous payment orders.** We have no obligation to detect errors in payment orders (for example, an erroneous instruction to pay a beneficiary not intended by you or to pay an amount greater than the amount intended by you, or an erroneous transmission of a duplicate payment order previously sent by you). Should we detect an error on one or more occasions, it shall not be construed as obligating us to detect errors in any future payment orders.

## **WIRE TRANSFERS AND AUTOMATED CLEARING HOUSE ENTRIES**

With respect to wire transfers or other transfers of funds not governed by the Electronic Funds Transfer Act, you agree to enter into and comply with our wire transfer (if applicable) agreement and to comply with our security procedures and this section. We advise you that any receiving financial institution (including us) is entitled to rely on any account or bank number to identify a party different from the person or entity you have described by name in any transfer order.

You may send funds from your account or receive funds in your account via a wire transfer. To send a wire transfer, you must appear in person, present identification and sign a wire transfer authorization form. You will be asked to provide complete information about the account you wish to wire the funds to including the receiving bank name, ABA number, account

number, and party to whom the wire transfer is being sent. Only funds available to you for withdrawal may be wired.

An incoming wire transfer must be payable to you or a joint owner on your account. If a wire transfer is sent to a business, it must be deposited to an account in the name of that business. An incoming wire transfer will appear on your next account statement. You agree that we will not need to notify you of an incoming wire transfer. We may charge a fee for either an incoming or outgoing wire transfer. See Fee Schedule.

**Automated Clearing House (ACH)** entries may be credited or charged to your account. These ACH entries are governed by the National Automated Clearing House Association (NACHA) operating rules then in effect for ACH entries. We will notify you of the receipt of any ACH entry only in your account statement, and you may confirm receipt of any ACH entry through Gold Phone Customer Service. You agree that payment of ACH or other electronic entries will be processed on the basis of the identifying account and bank numbers, even if the identifying numbers identify a person or entity different from the named party in the transaction.

**Provisional Payment.** Credit given to you with respect to an ACH credit or wire transfer entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive final settlement, or if the electronic credit is subsequently returned or withdrawn by the sending party, you are hereby notified and agree that we are entitled to a refund of the amount credited to your account in connection with such entry, and the party (the originator of the entry) making payment to you via such entry shall not be deemed to have paid you the amount of such entry.

**Notice of Receipt.** We will notify you of the receipt of payments in the period account statement we provide to you. You acknowledge that we will not give next day notice to you of receipt of an ACH or wire funds transfer item. If final settlement or payment is not made or received, the receiving bank will be entitled to a refund from its customer, and you, as the originator of the payment, will not be considered to have made the payment. Funds transfers to or from your account will be governed by the rules of any funds transfer system through which transfers are made, as amended from time to time.

## **ATM SAFETY TIPS**

As issuers of Automated Teller Machine (ATM) access devices, we have provided for your information a list of safety precautions regarding the use of automated teller machines. California issuers of Automated Teller Machine (ATM) access devices are required to provide customers with safety precautions regarding use of automated teller machines. Please read the following safety tips:

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the automated teller machine is used after dark.
- Refrain from displaying your cash. Pocket it as soon as your transaction is completed. Count the cash later in the safety of your car or home.
- Consider using another automated teller machine or coming back later if you notice anything suspicious. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, pocket your ATM access device and leave.
- Go to the nearest public area where people are located if you are followed after making a transaction.

- Report all crimes to law enforcement officials immediately.

## OTHER ELECTRONIC SERVICES

**Online Banking.** Tamalpais Bank allows you to access certain account(s) you maintain with us by computer using your assigned user ID and password to access our online banking service. You may use our online banking service to check your account balances and history; to transfer funds, obtain balance information and review transactions on eligible accounts; to download your account history to Quicken™ financial programs using Internet access and a web browser; to pay bills directly from your linked accounts in the amounts and on the days you request using our optional Bill Pay service; to make loan payments and stop payment requests; to order checks and view e-statements. To access our online banking service, log on to [www.tambank.com](http://www.tambank.com), and click on Online Banking.

The terms and conditions of this service are contained in our Internet Banking Agreement. See Fee Schedule for additional information.

**Gold Phone Customer Service.** Dial (415) 454-7111 and get the information you need on your Tamalpais Bank account by using our 24 hour GOLD PHONE CUSTOMER SERVICE. You may access your deposit accounts by using a separate personal identification number (PIN) assigned to you and your account number in our Gold Phone Customer Service system. You may use the system to:

- Transfer funds between your deposit accounts.
- Receive tax information on interest earned or paid on your accounts.
- Obtain balance information on your deposit accounts.
- Verify the last date and amount of your payroll deposit.
- Determine if a particular check has cleared your account.

**Fees and Charges for Gold Phone Service.** We do not charge for any Gold Phone Customer Service Transactions.

## SUBSTITUTE CHECKS AND YOUR RIGHTS

Check processing is getting faster as banks begin to process checks "electronically." The following provisions help explain some of your rights under a new federal law commonly referred to as Check 21, explain the differences between your original check (which might not be returned) and a substitute check, and explain your rights in the event the substitute check causes a loss that would have been avoided if the original check was still available.

**What is a substitute check?** 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. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under law with respect to those transactions.

**What are my rights regarding substitute checks?** In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

**How do I make a claim for a refund?** If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at the phone number listed on your bank statement or write to us at: Tamalpais Bank, 630 Las Gallinas Avenue, Attn: Operations, San Rafael, CA 94903

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the following information to help us identify the substitute checks: the check number, the name of the person to whom you wrote the check, the amount of the check and the date of the check.



# NOTES





## FEE SCHEDULE

This discloses information about terms and charges for some of the accounts we offer.

### American Express Traveler Checks

Free to Account Holders

### Cashiers Checks

Payable to third party 8.00

### Check Printing

No charge for first order of Bank logo checks. Other styles available (priced according to selection).

### Collection Items

Incoming domestic 25.00

Foreign Drafts 25.00

Outgoing domestic 25.00

Outgoing foreign 25.00

### Deposited Checks

Returned unpaid 5.00

### Early Account Closure Fee

Accounts opened less than 90 days 10.00

**Excess Activity Fee** 25.00

Applies to accounts with limited transactions

### Legal Process

Per Process Served 75.00

### Medallion Stamp

No charge

### Notary fee

Each non Tamalpais Bank document 5.00

### Non Sufficient Funds Fee

Paid Item 30.00

Returned Item 30.00

Uncollected Funds Fee (Paid or Returned) 30.00

### Non Tamalpais Bank ATM Usage Fee

Per month 5.00

### Record Searches

Copy of Paid Check 5.00

Copy of Account Statement 5.00

Per Hour Fee (1 hour minimum) 50.00

### Retirement Plan Fees

Annual Fee 15.00

Trustee Transfer Out 35.00

**Safe Deposit Boxes (sizes and prices vary by branch)**

Size 3x5	35.00
Size 5x5	40.00
Size 3x10	50.00
Size 5x10	75.00
Size 6x10	80.00
Size 10x10	110.00
Box drilling	150.00
Lost key replacement	25.00
Late payment, 30 days after contract due dates	10.00

**Savings Overdraft Transfer**

Per transfer, balances moved in \$50.00 increments	5.00
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**Signature Guarantee**

No charge

**Stop Payment Fee**

Check and ACH	30.00
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**Telephone Banking**

No charge

**Verification of Deposit**

No charge

**Visa Check Card or ATM Card**

Replacement Card	5.00
Expedited card replacement	40.00
Expedited PIN Request	10.00

**Wire Transfer Fee**

Domestic	35.00
International	45.00

**Fees and Charges for Online Service**

Bill Payment Fees: Free for the first 25 bill payments made in a monthly cycle period. Any payment after the first twenty-five (25) - \$0.40 each

Additional fees may also be assessed due to special requests made by you.

**Deposit Accounts - Monthly Service Charges\***

Interest Checking	10.00
Money Market Savings	5.00
Regular Savings	3.00

\* No service charge when balance requirements are met.

**Corporate Offices**

630 Las Gallinas Avenue  
San Rafael, CA 94903  
415-454-1212  
www.tambank.com

# IMPORTANT PRIVACY CHOICES FOR CONSUMERS

## Opt Out Notice

You may choose to limit the information we share about you. Please read the following information carefully before you make your choices below.

## Your Rights

You have the following rights to limit the sharing of personal and financial information with our affiliates (companies we own or control) and to instruct us not to share information about you with outside companies for joint marketing purposes. Nothing in this form prohibits the sharing of information necessary for us to follow the law, as permitted by law, or to give you the best service on your accounts with us. This includes sending you information about other products and services.

## Your Choices

**Restrict Information Sharing With Companies We Own or Control (Affiliates):** Unless you say "No," we may share personal and financial information about you with our affiliated companies that may be used to decide eligibility for credit. Under the Fair Credit Reporting Act, we are permitted to share with our affiliated companies your transaction and experience information (such as name, address and facts about your payment history and other transactions on Tamalpais Bank accounts).

( ) NO, please do not share personal and financial information with your affiliated companies

**Restrict Information Sharing With Other Companies We Do Business With to Provide Financial Products and Services:** Unless you say "No," we may share personal and financial information about you with outside companies we contract for joint marketing purposes to provide financial products and services to you.

( ) NO, please do not share personal and financial information with outside companies you contract with to provide financial products and services.

Name: \_\_\_\_\_

Account Numbers: \_\_\_\_\_

If you have notified us before, your instructions are already in place and will remain so unless you tell us otherwise.

## Tamalpais Bank Locations

### **San Rafael Branch**

851 Irwin Street  
415.526.1140

### **Mill Valley Branch**

453 Miller Avenue  
415.526.1160

### **Greenbrae Branch**

575 Sir Francis Drake Blvd.  
415.925.3390

### **San Anselmo Branch**

100 Sir Francis Drake Blvd.  
415.259.2727

### **Northgate Branch**

630 Las Gallinas Ave.  
San Rafael  
415.446.1859

### **Corte Madera Branch**

71 Casa Buena Drive  
415.526.6560

### **Tiburon Branch**

1652 Tiburon Blvd.  
415.526.6570

### **Loan Department**

630 Las Gallinas Ave.  
San Rafael  
415.446.1731

### **Corporate Offices**

630 Las Gallinas Ave.  
San Rafael  
415.454.1212



# TamalpaisBank

[www.tambank.com](http://www.tambank.com)

**24 Hour Banking**  
877.526.7111