### ACCOUNT INFORMATION DISCLOSURE AND SCHEDULE OF SERVICE FEES AND CHARGES



#### PLUMAS BANK DEPOSIT ACCOUNT AGREEMENT INTRODUCTION

At Plumas Bank, we offer many quality financial services. This Deposit Account Agreement explains the terms and conditions associated with each account we offer. Please carefully read this Agreement and the associated signature card you have signed or will be asked to sign. This Agreement is intended to be used only in conjunction with our Rate Sheet and Schedule of Service Fees and Charges which provide information on minimum balance requirements, monthly maintenance fees, transaction fees, other service fees, and interest rate information on your deposit account(s). Retain this Agreement and other documentation for future reference. By signing the signature card or continuing to maintain your account, you agree to the terms and conditions contained in this Agreement, Rate Sheet, Schedule of Service Fees and Charges and the associated signature card, and to any amendments we may make to them from time to time. In this Agreement, the symbol \* shown in the text refers you to our Schedule of Service Fees and Charges. Also in this Agreement, the words 'we,' 'our,' 'us,' and 'Bank' mean Plumas Bank and the words 'you,' 'your,' and 'account holder' mean the owner of the account, or the co-owner if there is more than one of you. If you have any questions or need any additional information, please contact one of our Customer Service Specialist or a Bank Officer. You agree to pay the service fees we charge, and you give us the right to collect the service fees, as earned, directly from the account balance. You will receive a separate schedule of interest rates, qualifying balances, and service fees if they are not included elsewhere in this Agreement. Much of our relationship with our depositors is governed by state and federal law (which may change from time to time). This body of law is too large and complex to be reproduced here. The purpose of this brochure Agreement and related documents is to: (1) summarize the existing rules applicable to the more common transactions; (2) establish rules to govern transactions or events which the law does not regulate; (3) establish rules for certain events or transactions which the law already regulates but permits variation by agreement; and (4) give you our funds availability and/or truth-in-savings policy disclosures. We may permit some variations from this standard agreement, but any such variations must be agreed to in writing either on our signature card for the account or in some other written form.

YOUR AGREEMENT AND LIABILITY: Each of you agrees, for yourself (or as the officer, representative or agent of the account holder) to the terms of this account agreement and to the schedule of service fees that may be imposed. You agree to pay all such service fees and any additional reasonable service fees we may impose for services you request which are not contemplated by this agreement. Each of you also agrees to be jointly and severally liable for any account deficit (whether the deficit results from returned items, setoff, overdraft, or account service fees), whether caused by you or another person authorized by you at any time to withdraw from this account, and for the costs we incur to collect the deficit including, to the extent permitted by law, our reasonable attorneys' fees.

ARBITRATION: Upon the request of either you or Plumas Bank (each being referred to as a "Party" and collectively as the "Parties"), whether made before or after the institution of any legal proceeding, any action, dispute, claim, or controversy of any kind (e.g., whether in contract or in tort, statutory or common law, legal or equitable) now existing or hereafter arising between the parties in any way arising out of, pertaining to or in connection with this Agreement shall be resolved by binding arbitration in accordance with the Commercial Arbitration Rules and Supplemental Procedures for Financial Disputes of the American Arbitration Association ("AAA"). The foregoing matters shall be referred to as a "Dispute." Any of the parties hereto may, by summary proceedings (e.g., a plea in abatement or motion to stay further proceedings), bring an action in court to compel arbitration of any Dispute. The decision of the arbitrator shall be final and binding upon all parties and judgment upon the award may be entered in any court having jurisdiction thereof by a party. Any arbitrator chosen to preside over the dispute must be a member of the California State Bar either actively engaged in the practice of law or a retired member of the California State Bar or federal judiciary, and, unless otherwise agreed in writing, must have expertise in the process of deciding disputes in the deposit account and/or Internet banking services context. No provision of, nor the exercise of any rights under this Arbitration provision shall limit the right of any party to employ other remedies, including, without limitation, (1) exercising self-help remedies (including setoff rights) or (2) obtaining provisional or ancillary remedies such as injunctive relief, sequestration, attachment, garnishment, or the appointment of a receiver from a court having jurisdiction before, during, or after the pendency of any arbitration. The institution and maintenance of an action for judicial relief or pursuit of provisional or ancillary remedies or exercise of self-help remedies shall not constitute a waiver of the right of any party to submit the Dispute to arbitration nor render inapplicable the compulsory arbitration provisions hereof. In Disputes involving indebtedness or other monetary obligations, each party agrees that the other party may proceed against all liable persons; jointly and severally, or against one or more of them, less than all, without impairing rights against other liable person(s). Nor shall a party be required to join the principal obligor or any other liable person(s) in any proceeding against a particular person. A party may release or settle with one or more liable person(s) as the party deems fit without releasing or impairing rights to proceed against any person(s) not so released. The arbitrator shall resolve all Disputes in accordance with the applicable substantive law. These arbitration provisions shall survive any termination, amendment, or expiration of any provision of the Documents, unless otherwise expressly agreed in writing. UNLESS PROHIBITED BY APPLICABLE LAW, THE PARTIES UNDERSTAND THAT THEY ARE WAIVING THEIR RIGHT TO A JURY TRIAL, OR A TRIAL BEFORE A JUDGE IN A PUBLIC COURT.

**DEPOSITS TO ACCOUNT:** We may accept deposits to your account from any source and need not question the authority of the person to make the deposit. If your account is a joint account, we may accept for deposit items drawn payable to any account holder individually and you specifically authorize any other account holder to endorse any item drawn payable to you individually. We reserve the right to decline any deposit that would result in an account balance of more than \$100,000. All deposits are subject to later verification, adjustment, and collection by us. Deposit receipts do not necessarily indicate the correct balance in the account, or the amount being deposited. You authorize us to supply any missing endorsements. If we receive a deposit on the weekend, a holiday, we may treat it as if we had received it on the next banking day (please see your branch for specific times). You warrant that all endorsements on items deposited to your account are genuine. In the event you fail to endorse an item deposited to your account, you agree that we may supply your missing endorsement. You agree to reimburse us for any loss, cost or expense we incur as a result of your failure to endorse an item exactly as drawn. If we receive an affidavit stating that one or more endorsements on a check or other item deposited into your account is forged, we may freeze the amount or charge back the amount of the item to your account, without prior notice to you, even though you have already used the funds. We reserve the right to refuse items which bear more than one endorsement or the endorsements of individuals who are not known to us. If you wish to deposit or cash an item which has been previously endorsed by one or more individuals, we reserve the right to require all endorsers to be present before we accept the item or that their endorsements be

guaranteed by their financial institutions. Any credit to an account is subject to final verification, payment, and adjustment by us. We are obligated only to use ordinary care in collecting items on your behalf. We shall not be liable for the negligence of other banks in the collection of checks and other items. If we give provisional credit for an item, we reserve the right to chargeback the amount of the item if we do not receive final payment. Any items, other than cash, accepted for deposit to your account (including items drawn "on us") will be given provisional credit only, until final collection of the item is received. We may charge back against your account any deposited item on which final payment or settlement has been revoked for any reason. Actual credit for deposits of items (or currency) payable in foreign currency will be at the exchange rate in effect on final collection in U. S. dollars. We are not responsible for deposits sent by mail, courier, electronic transmission or through outside depository or ATM until we actually record the deposit on our books.

WITHDRAWALS: Unless otherwise clearly indicated on our records to the contrary, any one person authorized to sign on the account may withdraw or transfer all or any part of the account balance at any time. We may charge against your account any withdrawal, check, transfer order or other item which we reasonably believe has been authorized by you. If you have voluntarily given your account number to a third person by telephone or in an agreement you have signed with the third person, that act authorizes the third person to initiate electronic or paper debits to your account, even though the particular transaction was not intended to be authorized by you. The fact that we may, at our discretion, pay an item or items which overdraw the collected and/or current account balance does not obligate us to do so. Withdrawals will first be made from collected funds in the account and we may, to the extent permitted by law, refuse any withdrawal request against uncollected funds even if our general practice is to the contrary. Posting Order: It is the bank's policy to pay checks in the check number order as presented for payment each business day after any Point of Sale, ATM, or Automatic Clearing House (ACH) transactions have posted for that business day. In some cases, the bank may cause a check to post out of sequence due to ensure good funds are available to pay a specific item. We reserve the right to refuse any withdrawal or transfer request which is attempted by any method not specifically permitted, which is for an amount less than any minimum withdrawal requirement, or which exceeds any frequency limitation. Federal law requires us to close certain interest-bearing transaction accounts if the limits on the number of withdrawals in a statement period is exceeded on a regular basis. On savings accounts we reserve the right to require at least seven days written notice of an intended withdrawal before withdrawal is made. Withdrawals from other time deposits prior to maturity or prior to the expiration of any notice period may be restricted and may be subject to penalty. See your notice of penalties for early withdrawal.

**OWNERSHIP OF ACCOUNTS:** You may open an account (or certificate) in your name alone or as a co-owner with one or more other people. Business accounts may be opened in the legal name of the business. When opening an account, we may require you to provide adequate personal identification and references as well as your social security or tax identification number. We may investigate your credit and other banking relationships as a condition of opening any account for you. The following is a brief summary of the general forms of account ownership available at Plumas Bank.

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

**Individual Account:** You, as an individual, are the only owner of the account although you may authorize others to sign on the account on your behalf. Upon your death the account passes to your estate and no spouse or other survivor has any automatic claim to the account balance.

**Business or Association Account:** The owner(s) or authorized representative(s) of a business, association or club may open most accounts in the legal name of the business, association, or club. We may require you to provide proof of the legal existence and good standing of the business, association or club and appropriate authorizing resolutions as a condition of opening the account.

**Joint Tenancy:** An account with two or more co-owners is a joint account. The law presumes that the ownership rights of the co-owner(s) are equal and undivided which means that any person authorized on the account may withdraw any or all of the money in the account, authorize others to sign on the account, or change the account terms without consent of the other co-owner(s) and the Bank is not responsible for determining shares of ownership between the co-owners. A joint account is considered to be owned by the co-owners as "joint tenants with right of survivorship" unless otherwise shown on the signature card. This means that upon the death of a co-owner, ownership of the account immediately and automatically passes to the surviving co-owners.

**Tenants in Common:** A joint account on which the owners specify that there is no right of survivorship is a "Tenants in Common" or "Joint Tenants Without Right of Survivorship" account. Upon the death of a tenant in common, that person's ownership share passes to his or her estate. The cotenants are solely responsible for determining the ownership shares in the account and the Bank is not responsible for any withdrawals or transactions in the account by a surviving co-tenant after the death of a co-tenant even if the Bank knows of the death of the co-tenant, nor is the Bank responsible for determining, holding or delivering the decedent's share in the account.

**Community Property:** A joint account of a husband and wife on which the owners specify that it is subject to the California or Nevada (depending on your domicile) community property law is a "Community Property" account. Upon the death of a spouse, ownership of the decedent's interest in the account does not automatically pass to the surviving spouse. The interest is subject to the California or Nevada community property laws and may be affected by a will.

Informal or Totten Trust Account: An informal (or Totten) trust account is an account owned entirely by the person(s) named as trustee(s) on the signature card. There may be one or more trustees named and one or more beneficiaries named. Upon the death of the last trustee, ownership of the account passes immediately and automatically to the surviving named beneficiary(s) shown on the signature card. If two or more beneficiaries survive the last trustee the account balance belongs to them in equal and undivided shares. The trustee(s) have all ownership rights in the account during the trustee(s) lifetime, and the beneficiary(s) has no rights to the account during that time. If no beneficiary survives the trustee(s), the trust ceases to exist, and the account is an individual or joint tenancy account of the surviving trustee(s).

Payable on Death Account: A Payable on Death (P.O.D.) account is an account owned entirely by the person(s) named as owner(s) on the signature card. The owner(s) specify one or more persons (called the "payable on death beneficiary") to whom the account will be transferred upon the death of the last owner(s). Other than the designation of the owner as a trustee in a Totten Trust account, there is no difference between a P.O.D. account and a Totten Trust account.

**Individual Retirement Accounts:** Individual Retirement Accounts (IRA's) and Keogh Plan accounts are special investment accounts subject to Federal law. Generally, these accounts are administered by a custodian with deposits and withdrawal rights limited. They have a tax and estate planning significance, and you should consult your tax advisor or attorney regarding such accounts.

Custodian Under Uniform Transfers to Minors Act: An account opened under, and subject to, the California Uniform Transfers to Minors Act (Section 3900, California Probate Code) or the Nevada Uniform Transfers to Minors Act (NRS Chapter 167) (depending on your domicile) is for the purpose of making a gift to a minor person. The account is owned by the minor named on the signature card and the minor's taxpayer identification number is shown on the Bank's records for tax reporting purposes. The account is controlled and managed by the named custodian for the benefit of the minor owner. There can only be one custodian and one minor named for the account, although the law contains provisions for naming a successor custodian. If the custodian resigns, is removed or dies, we will recognize the designated successor custodian. If no successor custodian is named, the determination of a successor custodian will be governed by Section 3918 of the California Probate Code or NRS 167.080, as applicable. If the minor dies before reaching the age of 18 (or later if the time of transfer of the custodial property to the minor is delayed under Section 3920.5 of the California Probate Code or NRS 167.095, as applicable) the account will pass to the estate of the deceased minor. With certain exceptions, the custodian is required by law to transfer management and control of the account to the minor when the minor reaches 18 years of age. The Bank is not responsible for the acts of the custodian in carrying out his or her fiduciary obligations under this form of account. Once the minor reaches the age of 18, (or later if the time of transfer of the custodial property to the minor is delayed under Section 3920.5 of the California Probate Code or NRS 167.95 as applicable) the account will be automatically changed to a Regular Savings Account. See Schedule of Fees and Charges for details related to Regular Savings Account.

**Formal Trust or Fiduciary Accounts:** An account may be opened by a person or persons acting as legal and formal fiduciary capacity, such as a trustee, conservator, guardian, custodian, executor, or administrator of an estate. If the account is being opened in the name of a formal trust, we may require all of the trustee(s) to execute a Trustee's Certificate describing the trust and the owners of the trustees and we may rely upon that document. If the account is being opened under the supervision or order of a court, we may require a certified copy of the court order or legal document on which the account is based. We may also require any documentation we deem necessary for the purpose of identifying the fiduciary and his or her authority.

**Business Trust Accounts:** An account may be opened by an individual or business entity for the purpose of handling trust funds in the possession of the individual or business as a trustee or agent. Insurance brokers, real estate brokers, escrow companies and attorneys are examples of businesses which have a need for a business trust account. We may require you to provide evidence of your agency or trust appointment as a condition of this account and we may, at our discretion, verify that appointment with the principal or beneficiary.

No Fiduciary Liability for Trust Accounts: We are not responsible for any act (or failure to act) of any fiduciary in carrying out his or her fiduciary responsibilities under trust accounts and the Bank may rely upon the representations of the fiduciary in all matters including the scope of the fiduciary's powers with respect to the account. The Bank as a depository of trust funds does not incur fiduciary liability as a result of so acting. Section 18100 of the California Probate Code provides: "With respect to a third person dealing with a trustee or assisting a trustee in the conduct of a transaction, if the third person acts in good faith and for a valuable consideration and without actual knowledge that the trustee is exceeding the trustee's powers or improperly exercising them: (a) The third person is not bound to inquire whether the trustee has power to act or is properly exercising a power and may assume without inquiry the existence of a trust power and its proper exercise. (b) The third person is fully protected in dealing with or assisting the trustee just as if the trustee has and is properly exercising the power the trustee purports to exercise." Section 18100.5 (f) of the California Probate Code provides: "A person who acts in reliance upon a certification of trust without actual knowledge that the representations therein are incorrect is not liable to any person for so acting. A person who does not have actual knowledge that the facts contained in the certification of trust are incorrect may assume without inquiry the existence of the facts contained in the certification of trust. Actual knowledge shall not be inferred solely from the fact that a copy of all or part of a trust instrument is held by the person relying on the trust instrument." NRS 162.030 provides that a person who in good faith pays or transfers to a fiduciary any money or other property which the fiduciary as such is authorized to receive, is not responsible for the proper application thereof by the fiduciary; and any right or title acquired from the fiduciary in consideration of such payment or transfer is not invalid in consequence of a misapplication by the fiduciary. NRS 164.430 provides that a person who acts in reliance upon a certification of trust without knowledge that the representations contained therein are incorrect is not liable to any person for so acting. A person who does not know that the facts contained in the certification are incorrect may assume without inquiry the existence of the facts contained in the certification. Knowledge may not be inferred solely from the fact that a copy of all or part of a trust instrument is held by the person relying upon the certification.

**Power of Attorney:** The individual owner(s) of certain consumer or sole proprietor accounts may grant another individual the power to conduct transactions on the account by way of an instrument called a "Power of Attorney." If you choose to use a power of attorney form other than one provided by us, we may or may not recognize it and it could be subject to review. The best way to determine whether we will recognize a power of attorney is for you to bring the power of attorney form and your agent into our office and we can advise you then if we will recognize and act upon the form you present.

STOP-PAYMENTS: If you want to stop payment on a check that is a consumer account which is \$1,000 or over you must place a signed written stop payment order at the branch; a stop payment order under \$1,000 can be done either by signed written notification request, by verbal stop payment order or through Online Banking. Business accounts require a written stop payment order at the branch regardless of the stop payment amount. All stop payment orders must be submitted to us in time to allow the bank a reasonable opportunity to act upon the stop payment order prior to the check clearing the account. You agree to pay a service fee for placing or renewing a stop payment order as set out in our Schedule of Service Fees and Charges. Stop payment of electronic funds transfers (such as ACH payments) is subject to the rules set out elsewhere in this disclosure. You must precisely identify the number, date, amount, payee, and reason for placing the stop on the item. If you provide us with any incorrect information, we will not be responsible for our failure to stop payment on the check. We have a special form for this purpose. All stop payment orders are effective for 6 months only unless they are renewed in writing. Stop payment orders may be placed at the request by the person signing the particular item or any other person authorized to sign on the account. A release of the stop payment request may be made only by the person who initiated the stop payment and must contain a signature. If we pay a check which has a valid stop payment order on it with correct information, we may be responsible to you up to the face amount of the item if you established that you have suffered a loss because we paid the item. You agree to assign to us all of your rights against the payee and/or other holder of your check. You also agree to cooperate fully with us in any legal actions that we subsequently take against such persons. Anyone holding the check, including the Bank, may be

entitled to enforce payment against you despite the stop payment order. You agree to indemnify, defend, and hold harmless all costs (including attorneys' fees), actions, damages, claims and demands related to or arising from our action in stopping payment on the check. The following are some alerts and warnings about stop-payment orders which limit your rights and our responsibility.

- Stop-Payment Orders are not permanent. A stop payment order will remain in effect (1) for six months from the date of the stop
  payment order unless you renew it before then, or (2) until the consumer withdraws the stop payment order, whichever occurs
  earliest.
- 2. If you fail to confirm or renew the order and the check is later paid against your account, we are not responsible.
- 3. A Stop-Payment Order will not stop a check that has already been paid, cashed, or which has reached a point in the final payment process where we cannot reasonably return the check in a timely manner. Your Account will then be charged for the amount of the check, in spite of the stop-payment order, even if we don't know or discover the fact of payment before the order is accepted.
- 4. Verify that the information about the check to be stopped is absolutely accurate. We are not responsible if any of the information on the Stop-Payment Order is incorrect even if the order was filled out for you by one of our employees.
- 5. Stopping payment of a check does not relieve you of any obligation for which you issued the check. This means that the payee or subsequent holder may be able to enforce the check against you.

**AMENDMENTS, MODIFICATIONS, ADDITIONS AND DELETIONS:** We reserve the right to amend, modify, add to, or delete from the terms of conditions of any account without prior notice, except as required by law and except as provided in writing at the time an account is opened. We will normally give advance notice of any amendment, modification, addition, or deletion but we are not required to unless provided by law. Any amendments, modifications, additions or deletions will take effect immediately, unless stated otherwise in any notice we send you.

CLOSING OR SUSPENDING ACCOUNTS: We may honor any authorized signers' request to close or suspend an account. At our discrimination we may require the signatures of all account holders and/or authorized signers before permitting the withdrawal of funds or the closing or suspension of an account. In the event a dispute arises over any persons' authority to instruct the Bank regarding your account, we reserve the right to freeze the account until we receive satisfactory evidence that the dispute has been resolved. We may return checks or other items, marked "Refer to Maker" (or similar language), in the event there is a dispute over the ownership or control of an account.

However, we may, without liability to you, continue to honor checks and other instructions given to us by the individuals who appear as authorized signers according to our records. We may also interplead account funds in the event of a dispute, and you agree to pay our attorneys' fees and other costs associated with any interpleader action or otherwise arising from any adverse claims. We may close your account at any time, with or without cause, and remit the balance to you at the last address we have on file for you. You may close your account at any time upon notice to us, subject to any applicable early withdrawal penalty. However, you will remain liable for the payment of accrued service fees on the account and for checks in the process of collection. We may dishonor any check, withdrawal order, item or transaction presented for payment after an account is closed by you or by us. At our option, we may honor checks, withdrawal orders, items or transactions after an account is closed if the transaction was part of an electronic fund transfer system or if you fail to place a stop payment order for any outstanding checks or other items. You shall remain responsible and liable for such checks, items and transactions. If an interest-bearing account is closed for any reason before accrued interest is actually paid, interest may not be paid.

**LEGAL PROCESS CUTOFF HOURS:** For purposes of California Commercial Code Section 4303(a) and Nevada Commercial Code Section 104.4108, any knowledge, notice, or legal process served upon the Bank comes too late to affect our right or duty to pay an item or charge your account for the item if the knowledge, notice, or legal process is received or served later than one hour after the opening of the next banking day after the banking day on which the Bank received the item.

STATEMENTS: The bank will make available to you a statement of account, which provides the check or item number, amount and date of payment for all checks or items paid from your account during the period of time covered by the statement of account. The Bank does not include original checks or items with your statement of account but provides an image copy of each check presented for payment during that statement cycle. You have the right to request an image of any check or item paid from your account and agree that the Bank has a right to destroy the original checks or items after 90 days from the date the checks or items are paid. You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized payments or alterations, you must promptly notify us of the relevant facts. If you fail to do either of these duties, you will have to either share the loss with us or bear the loss entirely yourself (depending on whether we exercised ordinary care and, if not, whether we substantially contributed to the loss.) The loss could be not only with respect to items on the statement, but other items forced or altered by the same wrongdoer. You agree that the time you must examine your statement and report to us will depend on the circumstances, but that such time will not, in any circumstance, exceed a total of 60 days from when the statement is first made available to you. You further agree that if you fail to report any unauthorized signatures, alterations, forgeries, or any other errors in your account within 60 days of when we make the statement available, you cannot assert a claim against us on any items in that statement, and the loss will be entirely yours. This 60-day limitation is without regard to whether we exercised ordinary care. The limitation in this paragraph is in addition to that previously stated in this paragraph. If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to provide us with an affidavit containing whatever reasonable information we require concerning your account, the transaction and the circumstances surrounding your claim. You also agree to make a report to the police and provide us with a copy of the report upon our request. Your statements and notices will be mailed to the last address we have on file for the account. If your signature card indicates that statements and notices are to be held by us, we may mail them to the last address on file for the account if they are not picked up in 60 days. You assume full responsibility for notices, vouchers, checks, items, statements, and other documents which are lost, destroyed or stolen while in the mail or in transit to or from you or a third party. You agree to promptly return any checks or other items to us which do not belong to you. If two consecutive statements and/or notices are returned to us by the Postal Service for any reason, we may hold subsequent statements and notices of every kind until we receive forwarding information from you and we may destroy such statements and notices if you do not claim them within five years from the date of the mailing.

**SAFEGUARDING BLANK CHECKS:** You agree to safeguard your blank checks and to take reasonable steps to prevent unauthorized access to or use of your checks. This means you will store them under proper control in a secure location. If you are a business, you agree to store them in a secured, locked location accessible only to authorized signers. This also means you agree to regularly inspect your check supply to ensure that no unauthorized removal of checks has occurred. You further agree to notify us immediately if one or

more of your checks are lost or stolen. You agree to accept all responsibility, including financial, for any failure to properly safeguard your blank checks as described above in accordance with California Commercial Code 3406 and Nevada Commercial Code Section 104.3406.

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

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

**AUTHORIZED SIGNERS:** We do not offer accounts on which two or more signatures are required for a withdrawal. You may not indicate on your signature card or other account documents that more than one signature is required for withdrawal. Therefore, you agree that we may pay out funds from your account if the check, item, or other withdrawal instruction is signed or approved by any one of the persons authorized to sign on the account.

**PENDING ACCOUNT DOCUMENTATION**: If we have permitted you to open this account on a temporary basis while pending required documentation, we reserve the right to restrict or prohibit further use of the account if you fail to provide the required documentation you have been asked to provide within a reasonable time.

**FICTITIOUS BUSINESS NAME ACCOUNTS:** If the name in which the account is held is a fictitious or trade name, each owner of the account represents that he or she has the right to use that fictitious name and has fulfilled all legal requirements for using and doing business under that name.

**ESCHEAT:** By law, we must consider your account abandoned if for a period of three (3) years there has been no deposit or withdrawal activity on your account; we have been unable to contact you and our records show that you have not contacted us or demonstrated any interest in the account. We are required to transfer the balance of an abandoned account to the State of California or the State of Nevada, depending on your domicile and the location of your account. You may claim your money by providing the state with proper identification and proof of ownership. Before we transfer your account, we will attempt to notify you at the most recent address we have on file including by electronic means if you consented to electronic delivery of notices when you opened your account.

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

**CHECK PRINTING:** If you arrange for the printing of your own checks, the form, encoding and format of the checks must follow our check specification requirements and be approved by us in advance. You agree not to print special limitations on checks, withdrawal orders or other items drawn on your account, such as "void over \$100" or "paid in full" or "void after 90 days." If you do print any special limitations, you agree that we are not bound by such limitations, and you authorize us to pay such items without regard to the limitation(s).

**FUNDS AVAILABILITY DISCLOSURE:** The following states our policy regarding the length of time we may require you to wait before we permit you to withdraw the amount of checks, cash or wire transfers deposited into your account. Please remember that even after we have made the funds from checks and other items you have deposited available to you and you have withdrawn the funds, you are still responsible for deposited checks and other items that are returned to us unpaid and for any other problems involving your account. If we cash a check for you drawn on another bank or give you immediate credit for a check you deposit, we can delay availability of funds from any account you have with us to the same extent we would be permitted to do so under this policy.

**FUNDS AVAILABILITY POLICY:** Plumas Bank's general policy is to allow you to withdraw funds deposited into your account on the first business day after the day we receive your deposit. Funds from electronic deposits will be available on the day we receive the deposit. In some cases, we may delay your ability to withdraw funds beyond the first business day. Then, funds will generally be available no later than the seventh business day after the day of deposit. If you make a deposit before 3:00 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. If your deposit is made after 3:00 p.m. on a day that we are open, we may consider that day or the following business day to bethe day the deposit was made. All deposits made on a day we are not open; we will consider the next business day we are open as the day the deposit was made. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays.

Longer Delays May Apply: In some cases, we will not make all the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check you deposit, funds may not be available until the second business day after the day of your deposit. The first \$225 of your deposit(s), however, will be available on the first business day. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances: (1) We believe a check you deposit will not be paid. (2) You deposit checks totaling more than \$5,525 on any one day. (3) You redeposit a check that has been returned unpaid. (4) You have

overdrawn your account repeatedly over the last six months. (5) There is an emergency, such as failure of communications or computer equipment. We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

**SPECIAL RULES FOR NEW ACCOUNTS:** If you are a new customer, the following special rules will apply during the first 30 days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashiers', certified, teller's, traveler's, and federal, state, and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,525 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 \$5,525 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.

#### SUBSTITUTE CHECKS AND YOUR RIGHTS

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 other 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, returned 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 receive your claim. The remainder of your refund, plus interest if your account ea rns interest, will be refunded to you no later than 45 calendar days after we receive your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account. 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 mail your claim to: Plumas Bank, Electronic Banking Department, 35 S. Lindan Avenue, Quincy, CA 95971. 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 withdraw was incorrect).
- · An estimate of the amount of you loss.
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss.
- A copy of the substitute check (and/or) the following information to help us identify the substitute check: Identifying information for example the check number, the name of the person to whom you wrote the check and the amount of the check.

#### **AUTOMATED CLEARING HOUSE (ACH)**

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

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

**Governing Law:** We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses ("ACH") and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the State of California as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**TRUTH IN SAVINGS DISCLOSURES:** We offer a number of deposit accounts to fill your particular banking needs. Below is a description of the types of accounts we offer and their features. This is your Truth in Savings Disclosure. It contains information about terms, service fees and interest rates for your account. For a complete description of service fees, refer to the Schedule of Fees and Charges Disclosure. Please retain these disclosures for your records. For current rate information call 1-888-375-8627.

### INFORMATION REGARDING YOUR CHECKING, INTEREST BEARING MONEY MARKET ACCOUNTS, REGULAR SAVINGS AND GOAL SAVINGS CLUB ACCOUNTS

CHECKING ACCOUNTS: Regular, Senior, Plumas Gold Club, Grand Checking, Go Green and Green E Accounts: No restrictions on withdrawals. No interest paid on balances, Eligibility limited to individuals, Regular, Senior, Plumas Gold Club & Grand Checking accounts allow unlimited check writing and require a minimum daily balance to avoid monthly service fee. eStatements are required on certain waived Regular accounts to avoid monthly service fee; ask your branch representative about waiver descriptions. Senior accounts are limited to individuals 55 years and older. To avoid a monthly service fee on Senior accounts, a minimum daily balance is required OR the combined cycle to date low ledger balances of DDA and Savings and current balances of CD's and IRAs, in all related personal deposit accounts, must meet a minimum dollar amount. See the Schedule of Fees and Charges for these minimum dollar amounts. Go Green account requires enrollment in eStatements; conducting ten (10) or more signature-based transactions using your Plumas Bank Debit/ATM card per statement cycle (PIN based transactions excluded) and no more than ten (10) checks per statement cycle permitted (including through Personal BillPay) to avoid monthly service fee. Green E Accounts require employer participation; eStatement required to avoid monthly service fee. To calculate the service fee on the Grand Account, we combine the cycle to date average balance in all related personal deposit accounts with the current balance in related personal CD and IRA accounts for each monthly period. Accidental Death & Dismemberment Insurance available with Plumas Gold Club account. Coverage divides equally on joint accounts and reduces by 50% at age 70. Termination Date is the earlier of: (1) The date the policy is terminated; (2) The end of which premiums have been paid; (3) The date you cease to be a member of policyholder as per the records of the program sponsor; or the date your Gold Club checking account is closed.

INTEREST BEARING ACCOUNTS (Applies to Business Money Market, Business Money Market Sweep, and Consumer Money Market Accounts):

**Restrictions on withdrawals apply:** Consumer Money Market Accounts are limited to a combined total of 10 in person cash withdrawals or checks per statement cycle. Business Money Market Sweep Accounts are limited to a combined total of 50 in person cash withdrawals or checks per statement cycle. Transactions in excess of allowance are subject to one excessive withdrawal charge per statement cycle. See the Schedule of Fees and Charges Disclosure for details. Bank reserves the right to require seven days' notice of withdrawal.

How we calculate and Pay Interest: We use the daily collected balance method to calculate the interest on your account. This method applies a daily periodic rate to the collected principal in the account each day. Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items (for example, checks). Interest is compounded daily and credited monthly. Refer to the Bank's current rate sheet for the current interest rate and annual percentage yield for your account. You may forfeit any unposted interest at the time you close your account.

Rate Information: At our discretion, we may change the interest rate and annual percentage yield on your account at any time.

**HEALTH SAVINGS ACCOUNTS:** Unlimited check writing. No restrictions on withdrawals. Bank reserves the right to require seven days' notice of withdrawal. Eligibility limited to individuals.

How we calculate and Pay Interest: We use the daily collected balance method to calculate the interest on your account. This method applies a daily periodic rate to the collected principal in the account each day. Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items (for example, checks). Interest is compounded daily and credited monthly. Refer to the Bank's current rate sheet for the applicable tiered balances, corresponding current interest rate and annual percentage yield for your account. You may forfeit any unposted interest at the time you close your account. Rate Information: At our discretion, we may change the interest rate and annual percentage yield on your account at any time.

INTEREST BEARING SAVINGS ACCOUNTS (Applies to Regular Savings, Minor Savings and Goal Savings Club Accounts):

Minimum Opening Balance Requirements and Account Service Fees: We have established minimum opening balance requirements on the following accounts. Any such requirement is disclosed in the accompanying Schedule of Service Fees and Charges along with any fees and charges that may apply.

REGULAR SAVINGS ACCOUNTS: Bank reserves the right to require seven days' notice of withdrawal.

**How We Calculate and Pay Interest:** We use the daily collected balance method to calculate the interest on your account. This method applies a daily periodic rate to the collected principal in the account each day. Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items (for example, checks).

Interest is compounded daily and credited monthly. Refer to the Bank's current rate sheet for the applicable tiered balances, corresponding current interest rate and annual percentage yield for your account. You may forfeit any unposted interest at the time you close your account.

Rate Information: At our discretion, we may change the interest rate and annual percentage yield on your account at any time.

**Excessive Withdrawals:** There is no limit on loan payments at Plumas Bank within the same ownership, Cash Management, transfers at the ATM within the same ownership and ATM withdrawals. However, transactions by mail, to purchase cashier's checks from your savings account, transfers from a savings account to an account at another institution or third parties by preauthorization, automatic ACH, Online Banking, transfers in person or Telephone transfers are limited to 6 per statement cycle. Withdrawals in excess of allowance are subject to one withdrawal charge per statement cycle. Refer to the Schedule of Service Fees and Charges for all fees and charges that may apply. Debit Card and POS transactions are not allowed.

**MINOR SAVINGS:** Accounts owned by or for the benefit of a minor, which is defined as any person less than 18 years of age. Once minor reaches the age of 18, the account will be automatically changed to a Regular Savings Account. See Schedule of Fees and Charges for details related to Regular Savings Accounts.

How We Calculate and Pay Interest: We use the daily collected balance method to calculate the interest on your account. This method applies a daily periodic rate to the collected principal in the account each day. Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items (for example, checks). Interest is compounded daily and credited monthly. Refer to the Bank's current rate sheet for the applicable tiered balances, corresponding current interest rate and annual percentage yield for your account. You may forfeit any unposted interest at the time you close your account. Rate Information: At our discretion, we may change the interest rate and annual percentage yield on your account at any time.

**Excessive Withdrawals:** There is no limit on: loan payments at Plumas Bank within the same ownership, Cash Management, transfers at the ATM within the same ownership and ATM withdrawals. However, transactions by mail, to purchase cashier's checks from your savings account, transfers from a savings account to an account at another institution or third parties by preauthorization, automatic ACH, Online Banking, transfers in person or Telephone transfers are limited to 6 per statement cycle. Withdrawals in excess of allowance are subject to one withdrawal charge per statement cycle. Refer to the Schedule of Service Fees and Charges for all fees and charges that may apply. Debit Card and POS transactions are not allowed.

**GOAL SAVINGS CLUB ACCOUNTS:** Deposits can be made to the account through October 31st each year. On October 31st, the account principal and all accrued interest pays out to the designated account. The account auto-renews for another 12 months until closed. If funds are withdrawn before October 31st accrued interest is forfeited and the account is closed.

How We Calculate and Pay Interest: We use the daily collected balance method to calculate the interest on your account. This method applies a daily periodic rate to the collected principal in the account each day. Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items (for example, checks). Interest is compounded daily and credited at maturity. Refer to the Bank's current rate sheet for the applicable tiered balances, corresponding current interest rate and annual percentage yield for your account. You may forfeit any unposted interest at the time you close your account. Rate Information: At our discretion, we may change the interest rate and annual percentage yield on your account at any time.

### INFORMATION REGARDING CERTIFICATES OF DEPOSIT

**REGULAR CERTIFICATES OF DEPOSIT:** Issued on a fixed maturity or automatic renewal basis (please see your CD receipt to see whether your certificate of deposit has a fixed maturity or automatically renews). Maturities are from 7 days to five years. Withdrawal prior to maturity is subject to penalty. If you elect not to renew an automatically renewable certificate at maturity, you have a ten-calendar day grace period to withdraw the funds without penalty. Each renewal term will be the same time period as the original term, beginning at the maturity date, unless otherwise indicated by you. The interest rate will be the same rate we are offering on new time deposits on the maturity date which have the same term. There is a mandatory penalty for withdrawals of Certificates of Deposit made within seven days of deposit. Certificates of Deposit are non-transferable.

Rate Information: On Certificates of Deposit, rate information is included in the accompanying rate sheet.

How We Calculate and Pay Interest: We use the daily ledger balance method to calculate the interest on your account. This method applies a daily periodic rate to the ledger principal in the account each day. Interest begins to accrue on the business day you deposit non-cash items (for example, checks). Interest is compounded daily and credited on the last day of the period as agreed to at account opening. Interest may also be paid to another Plumas Bank account. If your Certificate of Deposit does not renew automatically, as indicated on your Certificate of Deposit receipt, then interest will not accrue after maturity of a Certificate of Deposit. If your Certificate of Deposit does automatically renew, as indicated on your Certificate of Deposit receipt, then your Certificate of Deposit will continue to accrue interest at the rate in effect at the time of renewal. We are not required to pay interest that accrued after the maturity date for Certificates of Deposit closed during the grace period.

**Penalties For Early Withdrawal:** For withdrawals made within the first seven days of any initial term, there will be a mandatory penalty equal to 7 days simple interest on the amount withdrawn. If your Certificate of Deposit will mature within one of the following terms, and we allow you to withdraw any of the principal before the maturity date, we may impose a penalty of the amount of interest accrued, or that could have accrued, for the following:

- 7 29 days: 7 days' interest or total amount of interest that could have accrued on the amount withdrawn, whichever is greater. Can decrease principal.
- 2) 30 179 days: 1 month can decrease principal
- 3) 180 364 days: 3 months can decrease principal
- 4) 365 days up to 2 years: 3 months can decrease principal
- 5) 2 years up to 3 years: 6 months can decrease principal
- 6) 3 years and over: 1 year can decrease principal

The assessment of this penalty may result in a reduction in the principal amount deposited. In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. See your plan disclosure if this account is part of an IRA or other tax qualified plan.

**Transaction Limitation:** Once you open your Certificate of Deposit you may not make additional deposits or withdrawals to your Certificate of Deposit until after maturity, within the 10-day grace period.

**Minimum Opening Balance Requirements:** We have established minimum opening balance requirements for these accounts. Any such requirement is disclosed in the accompanying Business Deposit Account Service Fees & Charges and/or Consumer Deposit Account Service Fees and Charges.

**Account Fees:** Please see the accompanying Business Deposit Account Service Fees & Charges and/or Consumer Deposit Account Service Fees and Charges for service fees and charges that may apply.

**ADVANTAGE CERTIFICATES OF DEPOSIT:** Withdrawal prior to maturity is subject to penalty. If you elect not to renew an automatically renewable certificate at maturity, you have a ten-calendar day grace period to withdraw the funds without penalty. We are

not required to pay interest that accrued after the maturity date for Certificates of Deposit closed during the grace period. There is a mandatory penalty for withdrawals from Advantage Certificate of Deposit made within seven days of deposit. Advantage Certificates of Deposit are non-transferable.

Rate Information: On Certificates of Deposit, rate information is included in the accompanying rate sheet.

How We Calculate and Pay Interest: We use the daily ledger balance method to calculate the interest on your account. This method applies to a daily periodic rate to theledger principal in the account each day. Interest begins to accrue the day the certificate of deposit is opened. Interest is compounded daily and credited on the last day of the period as agreed to at account opening. Interest could be paid to another Plumas Bank account.

**ADVANTAGE CERTIFICATE OF DEPOSIT – PENALTIES FOR EARLY WITHDRAWAL** Your Advantage Certificate of Deposit will mature within one year and if we allow you to withdraw any of the principal before the maturity date, we may impose a 3-month penalty of the amount of interest accrued or that could have accrued. For withdrawals made within the first seven days of any initial term, there will be a mandatory penalty equal to 7 days simple interest on the amount withdrawn. The assessment of this penalty may result in a reduction in the principal amount deposited. In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty.

**Term:** This deposit is for a twelve (12) month term. At maturity, the funds on deposit will automatically rollover to another twelve (12) month term at the current Advantage Certificate rate.

**Minimum Opening Amount**: We have established minimum opening balance requirements for these accounts. Any such requirement is disclosed in the accompanying Business Deposit Account Service Fees & Charges and/or Consumer Deposit Account Service Fees and Charges.

**Additional Deposits**: Additions may be made at any time during the term of the deposit. Additional deposits will accrue interest at the same rate currently being paid on the deposit.

**Account Service Fees**: Please see the accompanying Business Deposit Account Service Fees & Charges and/or Consumer Deposit Account Service Fees and Charges brochure.

#### INFORMATION REGARDING INDIVIDUAL RETIREMENT ACCOUNT (IRA) CERTIFICATE OF DEPOSIT:

Individual Retirement Account Certificate of Deposit: Individual Retirement Account Certificate of Deposit's are issued on an automatic renewal basis only. Maturities are from 1 month to 5 years. Distributions prior to maturity are subject to penalty. If you elect to redeem your Individual Retirement Account Certificate of Deposit at maturity, you have a 10-calendar day grace period to withdraw the funds without penalty. Each renewal term will be the same time period as the original term, beginning at the maturity date, unless otherwise indicated by you. The interest rate will be the same rate we are offering on new time deposits on the maturity date which have the same term. You have the right to revoke your IRA by providing us with written notice within seven days of receiving this disclosure. Should you revoke your IRA within this time frame, we will return your entire IRA contribution without adjustment for Bank penalty or fees. No earnings will be paid to you upon revocation.

Rate Information: On Individual Retirement Account Certificate of Deposit, rate information is included in the accompanying rate sheet. How we calculate and Pay Interest: We use the daily ledger balance method to calculate the interest on your account. This method applies a daily periodic rate to the ledger principal in the account each day. Interest begins to accrue on the business day you deposit non-cash items (for example, checks). Interest is compounded daily and credited on the last day of the period as agreed to at account opening. Interest may also be paid to another Plumas Bank account. Your Individual Retirement Account Certificate of Deposit will automatically renew, as indicated on your Individual Retirement Account Certificate of Deposit. Interest on your Individual Retirement Account Certificate of Deposit will continue to accrue at the rate in effect at the time of renewal. We are not required to pay interest that accrued after the maturity date for Certificates of Deposit closed during the grace period.

Interest Can Be Withdrawn: Monthly, quarterly, semi-annually, annually or at maturity.

**Penalties for early distributions:** For withdrawals made within the first seven days of any initial term, there will be a mandatory penalty equal to 7 days simple interest on the amount withdrawn. If your Individual Retirement Account Certificate of Deposit will mature within one of the following terms and we allow you to withdraw any of the principal before the maturity date, we may impose a penalty of the amount of interest accrued, or that could have accrued for the following:

- 1) 1 5 months: 1 month can decrease principal
- 2) 6 11 months: 3 months can decrease principal
- 3) 12 23 months: 3 months can decrease principal
- 4) 24 35 months: 6 months can decrease principal
- 5) 36 months 5 years: 1 year can decrease principal

The assessment of this penalty may result in a reduction in the principal amount deposited. In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty.

**Transaction Limitation:** Once you open your Individual Retirement Account Certificate of Deposit you may contribute to the Individual Retirement Account Certificate of Deposit at any time as long as you are within your eligible contribution limits.

**Minimum Opening Balance Requirements:** We have established minimum opening balance requirements for these accounts. Any such requirement is disclosed in the accompanying Consumer Deposit Service Fees and Charges disclosure and charges that may apply.

**SAFE DEPOSIT BOXES**: You must have a Plumas Bank deposit account to open and maintain a safe deposit box. We will automatically deduct your annual payment from your account unless your account type includes a free Safe Deposit Box. If the annual fee is not paid automatically from a Plumas Bank deposit account, an additional fee will be assessed. Should you close all your Plumas Bank deposit

accounts we require that you also close your Safe Deposit Box. Safe Deposit Boxes are considered abandoned after three (3) years of unpaid annual fees. We may transfer your property or the proceeds of the sale of your property to the State of California or the State of Nevada, depending on your domicile and the location of your account at that time. You may claim your property or proceeds from the sale of your property by providing the State with proper identification and proof of ownership. Safe Deposit Box contents are not FDIC insured.

**FEDERAL DEPOSIT INSURANCE:** Deposits are insured by the Federal Deposit Insurance Corporation up to \$250,000. The FDIC is a corporation organized by the government to insure deposits. For more information, we have a brochure available which explains federal deposit insurance coverage, or you may contact the FDIC directly at 25 Jesse Street, Suite 2300, San Francisco, CA 94105-2780, or call the FDIC at (800) 934-3342.

BUSINESS DAYS: Our business days are Monday through Friday.

**CONSUMER REPORTS:** New accounts are subject to verification through **ChexSystems** (the "Reporting Agency") and may be declined based in whole or in part on information obtained in a report from the Reporting Agency. You have a right under the Fair Credit Report Act to know the information contained in your file at **ChexSystems.** If we decline to open or otherwise provide deposit services, the Reporting Agency will have played no part in our decision and would be unable to supply specific reasons why we would have denied the account or services. You have the right to a free copy of your report if you are declined an account or service. In addition, if you find that any information contained in a report received by you is inaccurate or incomplete, you have the right to dispute the matter with the Reporting Agency. The Reporting Agencies full name, address and phone number is as follows:

ChexSystems Inc. Attn: Consumer Relations PO Box 583399 Minneapolis, MN 55458

Ph. 800-428-9623 www.chexsystems.com

Accounts not maintained in a satisfactory manner at the Bank are subject to closure by the Bank and reported to **ChexSystems**. Plumas Bank may close your account if we are notified by ChexSystems of unsatisfactory handling of your accounts at another institution. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

**FACSIMILE SIGNATURES:** If you will be using facsimile or computer generated signatures for checks on your account, you authorize us to charge your account for all such checks on which any facsimile or computer generated signature appears, whether or not the signature resembles any sample we may have on file, regardless of by who or what method the check was created or replicated and including those drawn to the individual order of the person whose facsimile signature appears.

**DEMAND DRAFTS:** You agree to notify us in advance if you authorize a third party to issue paper or electronic items drawn on your account. You authorize us to honor all such items, even if they contain no maker signature. We may charge your account for all such items, regardless of whether they benefit the parties you intended, including those which may benefit the third party. You also agree not to assert against the Bank a claim that the third party exceeded the scope of its agreement with you. If you decide to terminate this service, we may require you to close your account.

**OVERDRAFT PROTECTION SERVICES:** We offer three overdraft protection services to protect you from items drawn against insufficient funds: *Savings Overdraft* provides automatic transfers to cover overdraft items from your designated, linked savings or checking account. *Bounce Protection* provides overdraft coverage based on a pre-established limit; Bounce Protection is not a line of credit. Bounce Protection is available to individual/jointly owned personal and sole-proprietor business accounts. *Plumas Plus* is an overdraft line of credit subject to credit approval. Once you authorize the service of your choice, you agree that we may initiate the transactions necessary to cover your overdraft. We may not cover all overdrafts in all cases. We may charge an Overdraft Service Charge\* or NSF Returned Item Fee\* for each item that, at the time of posting, overdraws the current balance in your account. Returned items may be presented for payment by the payee or their financial institution multiple times, which may result in multiple Overdraft Service Charges or NSF Returned Item Fees. The bank will not charge Overdraft Service Charges or NSF Returned Item Fees in excess of six (6) per business day. Overdraft protection fees may be imposed in connection with checks, ATM withdrawals or other electronic fund transfers. Contact your local branch to learn which service best suits your needs. Please see our current Schedule of Service Fees and Charges for fees regarding these services.

SAVINGS OVERDRAFT PROTECTION or OVERDRAFT PROTECTION COVERAGE: You may choose Overdraft Protection to be linked to your designated savings account or checking account. Items drawn against insufficient funds are covered by automatic transfer from your designated, linked savings or checking account, up to the available balance. At the time you establish the service, you determine the dollar increments that will automatically transfer to your designated checking account. If you have multiple overdraft protection services, such as Plumas + or Bounce Protection, Savings Overdraft Protection or Overdraft Protection will be the primary coverage. Savings Overdraft Protection or Overdraft Protection Coverage will cover overdrafts that originate from the payment of checks, electronic funds transfers, (including ATM withdrawals and Point-of-Sale (POS) transactions) or other withdrawal requests; payments authorized by you; the return of unpaid items deposited by you; bank service fees or deposit of items which according to the banks Funds Availability Policy, are treated as not yet available or finally paid. In those cases when there is an insufficient balance in your linked savings or checking account to cover your overdraft, those funds will be transferred and applied to the overdraft balance, however, no overdraft protection fee will be charged for this service. Refer to our Schedule of Service Fees and Charges for fees associated with this service.

**BOUNCE PROTECTION CUSTOMER POLICY:** An insufficient balance can result from several events, such as (1) the payment of checks (2) electronic funds transfers or other withdrawal requests such as Debit Card transactions, ATM withdrawals or telephone-initiated transfers; (3) preauthorized automatic debits or other payments authorized by you; (4) the deposit of items which, according to the bank's Funds Availability Policy, are treated as not yet available or finally paid; (5) Bank service fees; or (6) the return of unpaid items deposited by you. We are not obligated to pay any item presented for payment if your account does not contain sufficient funds. For transactions (1-3) above,

we may charge an Overdraft Service Charge\* or NSF Returned Item Fee\* for each item that at the time of posting, overdraws the current balance in your account. Overdraft Service Charges and NSF Returned Item Fees do not apply to overdrafts caused by ATM or one-time debit transactions on Consumer Accounts unless you Opt-In to Bounce Protection for ATM and one-time debit transactions. Posting Order: It is the Bank's policy to pay checks in the check number order as presented for payment each business day after any Point of Sale, ATM, or Automatic Clearing House (ACH) transactions have posted for that business day. In some cases, the Bank may cause a check to post out of sequence due to ensure good funds are available to pay a specific item. As long as you maintain your account in "good standing," we may approve your overdraft items within your current available Bounce Protection limit as a non-contractual courtesy. For overdraft privilege consideration, your account is in "good standing" if you (1) make sufficient deposits to bring your account to a positive end-of-day balance at least once every 20 calendar days (including the payment of all bank fees and charges); (2) avoid excessive overdrafts suggesting the use of Bounce Protection as a continuing line of credit; and (3) have no legal orders or liens against your account. We reserve the right to change the order of payment without notice to you if we suspect fraud or possible illegal activity affecting your account. Also, please be aware that the order of item payment may create multiple overdraft items during a single banking day for which you will be charged our Overdraft Service Charge\* for each overdraft item paid but will not exceed six (6) Overdraft Service Charges per business day. In addition, we may assess your account a Daily Overdraft Fee\* for each business day the account is consecutively overdrawn beginning the twenty-first (21st) calendar day of the overdraft occurrence and each consecutive business day your account remains overdrawn. You may opt out of the privilege at any time, but you are responsible for any overdrawn balances at the time of opting out. Normally, we will not approve an overdraft for you in excess of the predetermined amount assigned to your account type. So as not to exceed your limit, please note that the amount of the overdraft plus the bank's Overdraft Service Charge\* will be deducted from the overdraft limit. We may refuse to pay an overdraft item at any time even though we may have previously paid overdrafts for you. For example, we typically do not pay overdraft items if your account is not in "good standing" as defined above, or, if based upon our review of your account management, we determine that you are using Bounce Protection excessively or seem to be using Bounce Protection as a regular line of credit. You will be charged an NSF Returned Item Fee\* for each item returned but will not exceed more than six (6) NSF Returned Item Fees per business day. Returned items may be presented for payment by the payee or their financial institution multiple times, which may result in multiple Overdraft Service Charges or NSF Returned Item Fees. You will be promptly notified of any non-sufficient funds items paid or returned that you may have; however, we have no obligation to notify you before we pay or return any item. The amount of any overdraft including our Overdraft Service Charge\* and/or an NSF Returned Item Fee\* that you owe us shall be due and payable upon demand, but if no demand is made, no later than 20 calendar days after the creation of the overdraft. If there is an overdraft on an account with more than one owner on the signature card, each owner and agent, if applicable, shall be jointly and severally liable for all overdrafts inclusive of fees. Bounce Protection should not be viewed as an encouragement to overdraw your account. To avoid fees, we encourage you to keep track of your account balance by entering all items in your check register, reconcile your check book regularly, and manage your finances responsibly. If you would like to have this service removed from your account, please call 1.888.3PLUMAS (375.8627). Please note that your Bounce Protection limit may be available for each item paid under the limit created by checks and other transactions made using your checking account number, such as a teller withdrawal, an automatic payment (ACH) transaction, or automatic bill payment and recurring debit card payment; and for soleproprietor business accounts only, ATM and everyday debit card transactions. For all personal accounts, at your request, we may authorize and pay ATM transfers or withdrawals and everyday debit card purchases using your limit. Your current balance at the time these transactions post will determine the overdraft status and the assessment of fees. Other transactions initiated by you, or a delay in processing authorized transactions by the merchant, may result in previously authorized transactions posting against an insufficient balance. The limit will not be included in the balance provided during an inquiry. To help manage your account, the total fees you have paid for items (both paid and returned) during the current month and for the year-to-date will be reflected on your monthly periodic statement (consumer accounts only).

**Limitations:** Bounce Protection is a non-contractual courtesy that is available to individually/jointly owned personal or business accounts in "good standing." Plumas Bank reserves the right to limit participation to one account per household or business and to suspend, revoke, or discontinue this service without prior notice. Unless we advise you differently or you request this service be removed from your account, your limit will be made available to cover overdrafts again after you bring your account to a positive end-of- day balance.

\*SCHEDULE OF SERVICE FEES AND CHARGES: Please see the accompanying Business Deposit Account Service Fees & Charges and/or Consumer Deposit Account Service Fees and Charges.

**ADJUSTMENTS:** We may make adjustments to your account from time to time. This may be due, for example, to the return of a check you deposited which was unpaid or if a deposit is posted in the wrong amount.

**BUSINESS CUSTOMERS:** If you have a business account, you agree to notify us promptly of any change in the business name or identity, or a change in the authorized signers on the account.

**CASH TRANSACTIONS:** Pursuant to federal law and regulation we are required to report large domestic transactions in cash or coin on Form FinCen 104, which is filed with the U.S. Treasury Department, and large transactions which involve transporting, mailing or shipping currency or other monetary instruments from or into the United States on Form 4790, which is filed with the U.S. Customs.

**CASHIER'S CHECKS:** You do not automatically have the right to stop payment on cashier's checks you purchase from us. In the event that a cashier's check is lost, stolen or destroyed, please contact us for procedures to follow to obtain reimbursement or have the cashier's check reissued. In general, you will have to complete a Declaration of Loss form, describing the cashier's check and how it

came to be lost, stolen or destroyed, and sign the Declaration of Loss under penalty of perjury. We must then wait 90 days from the date the check was issued before we can pay your claim. If 90 days have already passed, then we will act on your claim within a reasonable time. If your check is presented during the 90-day waiting period, we may pay the item to a person entitled to enforce the check. If this happens, we will not pay your claim.

CHANGE OF ADDRESS: You agree to notify us in writing in the event that you change your address.

CHARGED BACK ITEMS: If a check or other item (or image of a check, substitute check, remotely created check or other item) that we cash for you or which you deposit to your account is returned to us as unpaid for any reason, we may charge your account for the amount of the check or other item. Additionally, a chargeback fee may be assessed for business accounts. This may include, among other circumstances, checks that are returned because the maker of the check had insufficient funds in its account and checks that were paid originally and later are returned to us accompanied by an affidavit which states that the endorsement is forged or unauthorized or that the item has been altered in any way. We may charge your account for the amount without questioning the truth of such an affidavit. If any check or other item deposited in your account is returned to us through the Federal Reserve, a Clearing House or one of the other normal check return channels, we may accept that return and charge the check or other item back against your account with regard to whether the institution on which the check or other item is drawn returned the check before its midnight deadline. We may, at our option, notify you by telephone if an item has been returned unpaid. If you authorize us to redeposit the item on your behalf, you waive any right to receive a written notice of the returned item and you authorize us to charge back the item to your account if it is returned unpaid again for any reason. Additionally, a chargeback fee may be assessed for business accounts.

**DEATH OR INCOMPETENCY:** You agree to immediately notify us regarding the death or court-declared incompetence of any owner or authorized signer on your account. Until we receive such notice in writing, we may continue to honor items drawn on your account by the authorized signer(s). We may suspend, refuse and reverse any transactions or deposits (for example, automatic federal direct deposits of benefit payments belonging to the decedent) if any owner or authorized signer dies or is declared by a court to be incompetent. Refer to the discussion above regarding treatment of "Direct Deposits."

GOVERNING LAW: Except as provided by conflicting federal law or regulations, accounts will be governed by the laws of the State of California.

**LOST AND DELAYED RETURNS:** We act only as a collection agent for you when we receive a check for deposit or which we cash for you. If that check or other item is lost, stolen or destroyed in the process of collection, we may reverse the credit for any deposit or charge your account for the cashed check or item. You are responsible for the condition of a check or item when you issue it or present it for deposit to your account. If a check or item is returned or payment is delayed as a result of any writing or marking that you or a third party placed on the front or back of the check or item, you will be responsible for any cost or liabilities incurred as a result.

MARIJUANA RELATED BUSINESS (MRB): Plumas Bank does not provide banking services to any Marijuana Related Business, including deposit accounts, lending relationships or safe deposit boxes. An MRB is defined as a business or entity that actually touches the marijuana (aka cannabis) plant, including cultivators, dispensaries, producers of products using the plant including extraction of substances from the plant, and infusion of those products into other substances such as edibles.

**MONEY SERVICE BUSINESS (MSB):** A registered MSB is a money transmitter business that cashes checks, issues travelers checks, money orders or stored value cards. Please refer to the Schedule of Fees and Charges for the associated monthly service fee that is included in the Analysis Checking calculation, required on MSB accounts.

NOTICES REGARDING AN ACCOUNT: We may send statements and notices to any party to an account by mailing or delivering a notice to the last address we have on file for the account. Notice to any account holder or authorized representative shall be deemed to be notice to all account holders. If we hold statements or notices relating to the account at your request, or because you fail to give us a current address for the account, the notices are deemed delivered to you upon their receipt or preparation by the office of account. Any notice or statement returned to us as undeliverable shall be deemed delivered to you as of the date it is deposited by us in the mail. You must mail, or deliver during normal banking hours, all notices that are requested by this Agreement or by law to us at the office that holds your account and any other address we specify. If you have multiple accounts or services, you may have to send notices to more than one office address. We may not receive a notice sent to the wrong address or it may be delayed.

**OTHER AGREEMENTS:** You may have another agreement with us which, by its terms, supersedes this Agreement in whole or in part. For example, if you are a business customer, certain provisions of your other agreements may supersede some of the terms of this Agreement, to the extent that they are inconsistent. If you are a consumer, your account may also be governed in part by one or more electronic funds transfer agreements.

**OVERDRAFTS:** An insufficient balance can result from several events, such as (1) the payment of checks (2) electronic funds transfers or other withdrawal requests such as Debit Card transactions, ATM withdrawals or telephone-initiated transfers; (3) preauthorized automatic debits or other payments authorized by you; (4) the deposit of items which, according to the bank's Funds Availability Policy, are treated as not yet available or finally paid; (5) Bank service fees; or (6) the return of unpaid items deposited by you. We are not obligated to pay any item presented for payment if your account does not contain sufficient funds. If there are insufficient funds available in your account to pay a check or item, it may be returned unpaid. However, we may, at our sole discretion, take the following actions if we receive an item drawn against your account and there are insufficient available funds in your account to cover the item:

Cover the item according to the terms of any written overdraft service that you and the Bank established.

Pay the Item and create an overdraft to your account. We may pay the item and fees from funds from another of your accounts or from funds subsequently deposited in the account including direct deposits of governmental benefits including, but not limited to, Social Security and Supplemental Security Income. Any negative balance on your account is immediately due and payable unless we agree otherwise. We may place a hold on balances in any other account you may have with us until the overdraft is paid.

Return the item unpaid. We may choose, without notice to you, to refuse to pay any item if it would create an overdraft, even though we may have previously established a pattern of honoring such items.

We are not obligated to notify you before we decide to either pay an item that creates an overdraft or to return an item drawn against insufficient available funds. We may assess an Overdraft Service Charge\* or a Non-Sufficient Funds (NSF) Returned Item Fee depending on the actions we take. We will limit these charges to a maximum of six (6) charges per day regardless of how many items are presented which overdraws the current account balance in an account. Should your account become overdrawn for more than 20 consecutive calendar days, Plumas Bank may charge a "daily overdraft fee." We will charge the "Daily Overdraft Fee"\* on the twenty-first (21st) and each consecutive business day your account is overdrawn and continues to have a negative (overdraft) balance. The Daily Overdraft Fee \* applies to overdrafts created by check, in-person withdrawal, recurring debits, ACH transactions, and ATM or Debit Card transactions. Overdraft Service Charges\* and/or NSF Returned Item Fees\* apply to overdrafts created by check, in-person withdrawal, recurring debits, ACH transactions and ATM or Debit Card transactions. Overdraft Service Charges\*, NSF Returned Item Fees\* and Daily Overdraft Fees\* do not apply to overdrafts caused by ATM or one-time debit transactions on Consumer Accounts unless you Opt-In to Bounce Protection for ATM and one- time debit transactions. Your balance at the time any ATM or one-time debit transactions post will determine the overdraft status and the assessment of fees. Other transactions initiated by you, or a delay in processing authorized transactions by the merchant, may result in previously authorized transactions posting against an insufficient balance Returned items may be presented for payment by the payee or their financial institution multiple times, which may result in multiple Overdraft Service Charges or NSF Returned Item Fees. Please see your current Schedule of Service Fees and Charges\* for the fee amount. Enrollment in one of our overdraft protection plans can help you avoid overdrafts and returned items. Ask us for more details regarding overdraft protection. If we pay your item against insufficient funds, you agree to pay the overdraft immediately, without notice or demand from us. Each account holder is jointly and severally responsible for paying any overdraft amounts created by any authorized signer(s) or party to the account, regardless of whether an account holder signed the check or received any benefit from the check. We are not obligated to continue paying checks or items which create an overdraft even if we have done so in the past and we may refuse to do so in the future without any notice to you. To help you manage your account, the total fees you have paid for items (both paid and returned) during the current month and for the year-to-date will be reflected on your periodic statement (consumer accounts only).

\*SCHEDULE OF SERVICE FEES AND CHARGES: Please see the accompanying Business Deposit Account Service Fees & Charges and/or Consumer Deposit Account Service Fees and Charges.

**POSTDATED CHECKS:** We may charge your account for an item that is otherwise properly payable from the account even though we pay the check before the date on it. If you do not want the item to be payable as of its date, you must give us a stop payment order in time for us to act on it before the date of the item.

**REGULATION GG – The Unlawful Internet Gambling Enforcement Act of 2006 (UIGEA):** Plumas Bank will not process any transactions through its designated payment systems for any companies, associations, corporations, entities, or individuals creating, or processing transactions for any entries associated with or related to Unlawful Internet Gambling. If unlawful internet gambling is detected, Plumas Bank reserves the right to decline all future online (Internet) gambling transactions, including any chargeback rights; revoke your debit/credit card; and/or close your deposit account.

**RELEASING ACCOUNT INFORMATION:** You authorize us to release information regarding the current status and history of your account to others. We may release information: (1) where it is necessary or helpful to complete a transaction; (2) to verify the existence and condition of your account for a third party, such as a merchant or another financial institution; (3) to comply with the law or a court order; (4) with your authorization; and (5) for other legitimate business purposes. The Bank, from time to time, enters into agreements with third parties to provide bank related services for the Bank. Service provided by third parties may include check processing services, data processing services or other bank-related services. You authorize us to release information regarding your account to such third-party service providers in connection with the service providers providing bank related services for the Bank.

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

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

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

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

SIGNATURE CARD ADDITIONAL TERMS & CONDITIONS: Each person signing the Deposit Account Agreement and Signature Card ("the signer") requests that Plumas Bank ("the Bank") open the accounts designated and agrees: 1) either the Bank or the signer(s) may close the checking, savings or Money Market Account at any time and without previous notice; 2) that any one of the signers may open additional account(s) under the same ownership by adding the account to the back of the original signature card and initialing under Customer's Approval; 3) the account(s) and the Bank's practices are subject to the terms of this Account Information Disclosure and Schedule of Fees and Charges, to Federal and State laws and regulations and to the Bank's policies; 4) to pay all charges and follow all practices set forth in this Account Information Disclosure and Schedule of Fees and Charges. For each account opened, the Bank will provide the services listed in this Account Information Disclosure and Schedule of Fees and Charges for that account; 5) to abide by all future changes to the terms and charges for the account(s). Any signer is free to decline such charges by discontinuing the transactions or account(s) to which the charges relate. The Bank will notify the first signer on the account(s) in advance of any such changes; 6) the Bank may endorse checks for deposit to your account and may deposit or cash: checks payable to all of you, but endorsed by only one; and/or checks payable to one of you and endorsed by another of you; 7) the Bank may make any inquiry it considers appropriate for the

purpose of evaluating the account(s). This may include ordering a credit report from time to time. If you reside in California or have a driver's license issued by that State, the Bank is authorized to obtain at any time address information from the California Department of Motor Vehicles or any other agency or person and the signer(s) waive the requirements of Section 1808.21 of the California Vehicle Code; 8) the Bank may disclose information about the account(s) to credit reporting agencies and to other persons or agencies that, in its judgment, have a legitimate business purpose for obtaining such information.

**STALE DATED CHECKS:** Upon presentment of an item for payment more than 6 months after its date, you agree that we may, in our sole discretion and without notice or inquiry to you, charge your account for the item; provided, however, we are not obligated to do so. If you want to ensure that we do not pay a stale-dated item, you should place a stop payment order on the item.

TAXPAYER IDENTIFICATION NUMBERS; BACKUP WITHOLDING: Federal law and regulations require us to obtain a taxpayer identification number for the account holder of each account, with certain limited exceptions. You are required to provide us with your taxpayer identification number under Section 6109 of the Internal Revenue Code. The taxpayer identification number for an individual is usually a Social Security number. The number is included on reports filed with the IRS concerning interest paid to you by the Bank. You are required to certify under penalty of perjury: (1) that the taxpayer identification number given to us is correct; (2) whether you are exempt from backup withholding; and (3) that you are a U.S. person (including a resident alien). We will furnish you with the form on which you make this certification. If you fail to provide your taxpayer identification number and certify that it is correct, or if you fail to certify that you are not subject to backup withholding or if the IRS notifies us that you have furnished an incorrect taxpayer identification number, then federal tax rules require us to withhold against interest paid to you. We forward amounts withheld to the IRS. Interest paid on deposits made by individuals who are not citizens or residents of the United States is not reported to tax authorities and is not subject to backup withholding. (Note, however, interest reporting for Canadian depositors below). To establish that you are not a citizen or resident of the United States, you must provide a certification of your status on our certification form. Pursuant to IRS regulations we will report interest paid to you if you are an individual who is a nonresident alien of the United States and a resident of Canada. When an account earns \$10 or more of interest in a year, or if backup withholding is imposed, we will report the interest paid and the amount withheld to the IRS (and to the California Franchise Tax Board if your mailing address is in California). You will receive a copy of the information reported to the tax authorities.

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

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

### WHAT DOES PLUMAS BANK DO WITH YOUR PERSONAL INFORMATION?

Rev. 1/2023

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

### What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number
- Income
- Account balances
- Payment history
- Transaction history

When you are no longer our customer, we continue to share your information as described in this notice.

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Plumas Bank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Plumas Bank share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	No
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market you	No	We don't share
For our nonaffiliates to market you	No	We don't share

**Questions?** 

Call 1.888.3PLUMAS (1.888.375.8627) or go to plumasbank.com/privacy

DIS-5074 Rev. 01/01/2023

Who we are		
Who is providing this notice?	? Plumas Bank and Plumas Bancorp	
What we do		
How does Plumas Bank protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.	
How does Plumas Bank collect my personal information?	We collect your personal information, for example, when you  give us your contact information  popen an account  deposit or withdraw money  pay your bills  apply for a loan  use your credit or debit card  We also collect your personal information from others, such as credit bureaus or other companies.	
Why can't I limit all sharing?	Federal law gives you the right to limit only sharing for affiliates' everyday business purposes — information about your creditworthiness affiliates from using your information to market to you sharing for nonaffiliates to market to you  State laws and individual companies may give you additional rights to limit sharing.	
Definitions		
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.  Plumas Bank does not share with its affiliate, Plumas Bancorp.	
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies.  Plumas Bank does not share with nonaffiliates.	
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you.	



### Consumer service fees and charges

### **Checking Accounts**

<u> </u>
Go Green Checking
Minimum opening balance
(10) or more signature-based transactions using your Plumas Bank Debit card (PIN Based transactions excluded) and no more than ten
(10) checks per statement cycle permitted (including through Personal BillPay) to avoid monthly service fee.
Monthly Go Green account fee* when
Go Green requirements are not met\$7
Green E Checking  Minimum opening balance\$100
Monthly service fee*\$5
Employer participation and eStatement required to avoid monthly service fee
Regular Checking
Minimum opening balance\$100
Minimum daily balance to avoid monthly service fee\$1,000
Monthly service fee*\$10  Monthly non-eStatement service fee\$5
eStatements required to avoid monthly service fee for certain waived
account types only or a \$5 monthly non-eStatement fee will apply.
Senior Checking (55 and over)  Minimum opening balance
Minimum daily balance to avoid
monthly service fee
under the same ownership maintained to
avoid monthly service fee
Grand Account Checking
Minimum opening balance\$100
Minimum daily balance to avoid monthly service fee (total combined balance of
accounts under the same ownership)\$15,000
Monthly service fee*\$15
Money Market
Minimum opening balance\$100 Minimum daily balance to avoid
monthly service fee\$2,500
Allowance of checks deposited (Plumas Bank and non-Plumas Bank)No Limit
Allowance of checks paid or in-person
cash withdrawals included in monthly service fee
Monthly service fee*\$10

### Savings Deposit Accounts

Regular Savings	
Minimum opening balance\$100	
Accounts owned by or for the benefit of a minorNo charge	
Monthly service fee\$4	
Minimum daily balance to avoid monthly service fee\$300	
Each withdrawal in excess of 6 per statement cycle\$7.50	
A withdrawal is defined as any of the following transactions: Transfers in person, in person cash withdrawal, transactions by mail, telephone transfers, to purchase a cashier's check from a savings account, transfers from a savings account to an account at another institution or third parties by preauthorization, automatic ACH, or Online Banking.	
Health Savings Account  Minimum opening balance\$100	

### Goal Savings Club

No minimum opening balance or fees associated with this account. See Account Information Disclosure for product terms.

### Certificate of Deposit

Individual Retirement Account	
Initial set-up fee	\$25
Annual plan maintenance fee	\$25

Minimum opening balance .....\$500

Affilial plan maintenance ree	⊅∠೨
Minimum opening balance	\$500
Minimum plan balance to avoid annual fee	\$25,000
Manual distribution fee	\$10
Periodic auto distribution fee	No charge
Account closure service fee	\$25

For a complete schedule of fees and charges, please contact your branch.

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<sup>\*</sup> Check image fee add \$2 per statement.



# Consumer service fees and charges

### Safe Deposit Boxes

Automatic Annual Fees	
2" x 5" box	\$30
3" x 5" box	\$40
4" x 5" box	\$50
5" x 5" box	\$60
3" x 10" box	\$70
5" x 10" box	\$80
6" x 10" box	\$90
7" x 10" box	\$95
9" x 10" box	\$100
10" x 10" box	\$110
Lost Key	\$15 each
Drilling cost	Actual cost
Manual billing fee	Additional \$10

For a complete schedule of fees and charges, please contact your branch.

### **Account Service Fees**

Account oct vice i ees
Applies to all deposit accounts, as appropriate
ATM/Check Card/HSA Card Foreign fee\$2 each
ATM/Check Card/HSA Card replacement\$5 each card
Account closure fee (If closed within 90 days of opening)\$25 $$
Account reconcilement\$30/hour & \$1/copy
Account research\$30/hour & \$1/copy
Cashier's check\$8 each
BillPayNo charge
Check image fee\$2/statement
Check printing Price varies depending on style
Collections incoming/outgoing\$25 each + paying bank fee
Coupon collections\$15 each
Deposit correction\$3 each
Deposited items resubmitted\$2 each
International Service Assessment (ISA)
debit card transaction fee
Levy processing fee\$100 each
Non-client cashing non-Plumas Bank check\$7 each
Notary fee\$15 each signature
Daily overdraft fee**\$5
Begins 21st consecutive calendar day of overdraft. Assessed on business
days only.
NSF returned item fee\$34 each
Items returned may be represented for payment, which may be subject
to additional overdraft fees. A maximum of 6 fees can be assessed within one business day.
•
Overdraft service charge**\$34 each Items returned may be represented for payment, which may be subject
to additional overdraft fees. A maximum of 6 fees can be assessed
within one business day.
Overdraft sent for collection fee\$20 each
Overdraft protection cash management fee\$10 per transfer
Signature guarantee\$25 per signature
Special statement
Stop payment order\$30 each
Stop payment order placed via Online Banking\$25 each
Telephone Transfer Fee (bank assisted) \$5 per transfer
Two-Party Automatic Transfer\$25 each set-up + \$ 5/transfer
Verification of Deposit/Loans\$10 each
Domestic Wire Transfers
Incoming wire transfer service\$15 each
Outgoing wire transfer service\$30 each
International Services
Incoming wire transfer service USD\$15 each
Outgoing wire transfer service USD\$50 each
Wire return fee\$25 each
Deposit foreign check\$15 each
Foreign collections\$50 each + paying bank fee
Foreign currency order\$20 each + delivery fee per \$2,500
Foreign currency shipment\$20 each + delivery fee
Return of foreign check\$25 each + paying bank fee

<sup>\*\*</sup> May apply to ATM and one-time debit card transactions.

## ONLINE BANKING INTERNET BANKING SERVICES ELECTRONIC FUNDS TRANSFER AND FEES DISCLOSURE



When Customer completes and signs an application for the Online Banking service, Customer is agreeing to all the terms and conditions given in this document.

### **Section 1. Definitions**

<u>Accounts:</u> Any account as included on the Online Banking Internet Banking Application and approved by the Bank in writing.

<u>User:</u> Any individual that Customer has authorized the access and use of Online Banking Internet Banking Services according to the rules and procedures described herein.

**Business Day:** The day during which the main office of the Bank is open for business, in accordance with specified cut-off times, and during which the Bank can download Customer's information and process transactions.

<u>Current Balance:</u> The account balance that is the result of the total debit and credit activity as of a specific date and time for all accounts.

Collected Balance: The current balance of the account, less float.

<u>Available Balance:</u> The current balance of the account minus holds, memo posted debits and plus memo posted credits.

<u>Float:</u> Dollar amount of deposited items that are in the process of collections from the drawee banks. Also known as uncollected funds.

**Hold:** A restriction on payment of all or any part of the balance in an account.

<u>Memo Posted Debits:</u> Any debits posted to the account for the business day. For example, ACH debit transactions, outgoing wire transfers, and teller cashed checks.

<u>Memo Posted Credits:</u> Any credits posted to the account for the business day. For example, ACH credit transactions and incoming wire transfers.

### Section 2. Online Banking Internet Banking Services

As a member of the Online Banking Internet Banking Services, User may request any of the services listed below. Customer understands that they must have an account, User ID and PIN with Plumas Bank in order to receive Online Banking Internet Banking Services.

<u>Perform Account inquiries:</u> Customer understands they can inquire on account data and transaction history on the accounts.

Initiate stop payment request: Customer understands the electronically transmitted stop payment orders are pending final verification that the check(s) has/have not been processed and that the stop payment is valid. The Bank agrees to receive Customer's request to initiate a stop payment order. To be effective, Customer's stop payment order must precisely identify the number, date and amount of the item, and payee. Customer agrees to hold the Bank harmless for all expenses, cost and attorney's fees incurred as a result of refusing payment of said check. Customer further agrees not to hold the Bank liable for payment contrary to this request if payment occurs through accident, inadvertence, or over-sight otherwise than through lack of good faith or failure to exercise due care on the Bank's part. Stop payment orders placed will be effective for six months from the first business date in order it was received. Customer understands there will be a fee assessed by the Bank in connection with this stop payment, (as stated in the Bank's Schedule of Service Charges & Fees) and further understand that if payment on the item is stopped, the payee or other holder of the item might still be able to recover from the amount of the item, plus other damages. In the case of a lost checkbook, Customer will contact the Bank's local branch for

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## ONLINE BANKING INTERNET BANKING SERVICES ELECTRONIC FUNDS TRANSFER AND FEES DISCLOSURE



assistance immediately. By Customer signature on the Online Banking Internet Banking Services Application, Customer hereby accepts the terms and conditions of this Agreement.

<u>Send and receive Email messages</u> (to and from the Bank): Messages to the Bank will automatically be routed to a Bank email box. The Bank is not responsible for any delay in messages being retrieved. Urgent messages should be verified by a telephone call to the Bank. Customer is responsible for regularly checking for messages sent by the Bank. Customer agrees to not send critical data (that is account numbers, Social Security numbers, or other sensitive data) via email messages.

**Initiate transfers:** Customer can initiate transfers between any accounts set up within Internet Banking with the exception of time accounts. Refer to Section 3. Internet Banking System Setup/Transfer Limits for other transfer limits. Customer is limited to six preauthorized automatic transfers, withdrawals, checks, drafts, point of sale (POS) transactions, or similar 3rd party orders per month out of regular and money market savings accounts. Points of sale (POS) transactions are not available on savings accounts. Transfers made via Internet Banking are included as preauthorized or automatic transfers subject to these limitations. Any transfers in excess of these limits will be subject to fees. Refer to the Fee & Charges disclosure. Customer is not permitted to transfer more than the available balance from deposit accounts.

### Section 3. Internet Banking System Setup/Transfer Limits.

The Bank agrees to set up customer account information on Internet Banking as described in the Online Banking Internet Banking Services Application.

The Bank assumes no liability for changes or modifications to the account setup after initial installation of the Online Banking Internet Banking Services.

### Hardware/Software Requirements

Customer and their Users are responsible for obtaining, maintaining, and updating the necessary hardware and related equipment needed to utilize the Online Banking Internet Banking Services. As of the date of this Agreement, the necessary equipment includes Personal Computer with Internet access and web browser with 128 bit encryption. To ensure their ability to view various features of the Bank's web site, Customer understands it is their responsibility to update web browser periodically so that the entire web site may be viewed.

The Bank reserves the right to eliminate or change any of the function capabilities at any time without prior notice.

### **User Manuals/On-Line Help**

Customer can access the training material on Plumas Bank's web site or, if logged onto Online Banking, through the on-line help screen. Customer agrees not to copy or otherwise duplicate the User's Manual or updates.

### Unauthorized Use of Web Site/User-Manuals/On-Line Help

Customer has no right, title, or interest to the Internet Banking System or copies of it.

Customer will not make or permit anyone else to make copies of the Internet Banking System and User's Manual. Customer agrees to notify the Bank promptly and in writing of any circumstances of which Customer has knowledge relating to any possession or use of any portion of the Online Banking Internet Banking Services and the User's Manual by an unauthorized person.

### **Set Up and Password Security**

The Bank agrees to provide sufficient information for Customer to set up the initial security provisions for the Online Banking Internet Banking Services. The Bank is not responsible for Customer actions or negligence in setting up their security access to Online Banking Internet Banking Services and assigning User IDs to such appropriate users. Customer and their Users will not make any PIN or ID codes available to any non-authorized

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## ONLINE BANKING INTERNET BANKING SERVICES ELECTRONIC FUNDS TRANSFER AND FEES DISCLOSURE



persons. Customer and their User will not disclose any information pertaining to its use or the components of the Online Banking Internet Banking Services.

The Bank and Customer agree that the PIN and ID code security procedures provided under the Online Banking Internet Banking Services are reasonable and the parties further agree that transactions conducted under the PIN and ID code shall be deemed to be authentic payment orders binding on Customer.

### **Liability & Unauthorized Use**

Customer will notify the Bank immediately if they believe an unauthorized person knows their user ID or PIN. Telephoning is the best way of keeping possible losses down. Customer acknowledges that they could lose all the money in their account (plus their maximum overdraft line of credit). If Customer believes their ID code and PIN have become lost or stolen or that someone has transferred or may transfer money from Customer's account without their permission, Customer will call Plumas Bank at 888.375.8627 or email Plumas Bank at: onlinebanking@plumasbank.com.

### **Errors Resolution**

In case of errors or questions about Customer's electronic transfers, Customer will visit their local branch office, call Plumas Bank at 888.375.8627, email customerservice@plumasbank.com (do not include confidential information via email) or write to Plumas Bank, Attn: Digital Banking Department, 35 S. Lindan Avenue, Quincy, CA 95971. If Customer thinks their statement or receipt is wrong or if Customer needs more information about a transfer listed on the statement or receipt, the bank must hear from Customer no later than 60 days after the Bank sent the first statement on which the problem or error appeared. Customer must: (1) tell the bank their name and account number (2) describe the error or the transfer they are unsure about and explain as clearly as possible why they believe it is an error or why they need additional information (3) tell the Bank the dollar amount of the suspected error. If Customer tells the Bank orally, the Bank may require Customer send the Bank their complaint or question in writing within 10 business days. The Bank will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after the Bank hears from Customer and will correct any error promptly. If the Bank needs additional time, however, the bank may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign initiated transfer) to investigate their complaint or question. If the Bank decides to this, the Bank will credit Customer's account within 10 business days (20 business days if the transfer involved a new account) for the amount Customer thinks is in error so that Customer will have the use of the money during the time it takes the Bank to complete its investigation. If the Bank asks Customer to put their complaint or question in writing and the Bank does not receive it within 10 business days, the Bank may not credit their account. An account is considered a new account for 30 days after the first deposit is made. The Bank will tell Customer the results within three business days after completing its investigation. If the Bank decides there was no error, the Bank will send Customer a written explanation. Customer may ask for copies of the documents the bank used in its investigation. Customer has received and understands all signature card rules and regulations and all agreements and disclosures connected with the opening of accounts and acknowledges that this Agreement is in addition to any of these agreements and disclosures. Customer will continue to receive regular account statements that describe all transactions for the accounts including the transactions that they have initiated through the Online Banking Internet Banking Services. Customer is responsible for promptly reviewing all statements and report in writing any irregularities to the Bank at once. For all electronic transactions governed by Regulation E, errors must be reported in writing within sixty (60) days.

### Fees & Discontinuance of Service

Customer acknowledges that any fees for Internet Banking Services will be paid as disclosed on the Bank's Schedule of Services Fee and Charges. These fees are in addition to any fees and service charges currently being paid for any other Bank products and services used by the Account Holder. Any pricing or policy changes adopted by the Bank in the future will constitute modifications or addendum to the Agreement but will not nullify it.

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## ONLINE BANKING INTERNET BANKING SERVICES ELECTRONIC FUNDS TRANSFER AND FEES DISCLOSURE



Customer acknowledges that they may be asked to designate a payment account for selected services such as Bill Pay and authorizes the Bank to charge their account or any other account for the fees.

This Agreement shall continue until the Bank receives written notification of Customer's revocation or until the Bank advises Customer in writing that the Bank will not continue this service. Termination by either party does not relieve Customer of their liability for transactions or responsibilities for payment of all fees incurred prior to termination. Customer may terminate the Online Banking Internet Banking Service by calling 888.375.8627, emailing customerservice@plumasbank.com or writing to Plumas Bank, ATTN: Digital Banking Department, 35 S. Lindan Avenue, Quincy, CA 95971.

### Section 5. Acknowledgments, Responsibilities, and Liabilities of the Bank

The Bank will provide information on the use of Internet Banking.

Except for acts of gross negligence or willful breach of duties by the Bank, the Bank will not be liable to Customer for any matters related to this Agreement, including without limitation, lost profits or consequential, special, or punitive damages, inaccuracy, or delays in transmission of information.

### Section 6. Joint Acknowledgments and Representations

This agreement is governed by and will be interpreted under the laws of the State of California.

This agreement incorporates by reference all information on Customer Account Application, which Customer represents as true and complete in all respects.

Customer has read and understand this Agreement and have has had the opportunity to review this Agreement with an advisor of their choice if so desired.

Upon occurrence of any overdraft incurred in the Accounts, the Bank shall have the right, in the Bank's sole discretion to: (i) refuse payment of any outstanding and unpaid check drawn on any account listed on the Internet Banking Application, and (ii) withhold from processing any transaction generated on the account (including Online Banking Internet Banking Services generated) until sufficient collected funds to cover such transactions have been credited to the accounts.

Each party represents and warrants to the other that it is authorized to enter into this Agreement. If at any time any section of this Agreement is found to be invalid, that does not make the remaining sections or terms invalid.

### **Your Privacy**

The information in this policy relates to information provided at the plumasbank.com domain. We understand that protecting consumer privacy is important to those who visit our web site and use our Online Banking Internet Banking Service.

### **Collection of Information**

Plumas Bank gathers information regarding users of our site through the use of forms, email and cookies from our website. Users can visit plumasbank.com for our cookie disclosure page. Cookies may also be used during Online Banking Internet Banking sessions, to ensure a one-to-one connection. Information is collected only when required to provide a service requested by the user. When a customer accesses Online Banking account information, they must enter their User ID and Password each visit. This information is not stored in a cookie file. During a secure web banking session, some information is gathered to manage the session effectively for the customer, which may include browser information (type and version) and connection speed, as well as any information needed to execute the customer's instructions.

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## ONLINE BANKING INTERNET BANKING SERVICES ELECTRONIC FUNDS TRANSFER AND FEES DISCLOSURE



### **Maintenance of Customer Information**

Plumas Bank has processes in place to assure the security, privacy and accuracy of all customer information, in accordance with reasonable commercial standards and regulatory requirements. Customers may request in writing, or through a secure Online Banking Internet Banking session, changes to inaccurate information. Changes will be made in a timely manner, after verification, as required.

### **Employee Access to Customer Information**

Employees have access to customer information for reasonable business purposes only. This policy has been clearly communicated to all employees and is strictly enforced.

### **Security Procedures**

Plumas Bank maintains appropriate security standards and procedures to safeguard against unauthorized access to customer information.

### **Disclosure of Account Information**

Plumas Bank does not reveal specific information about customer accounts or other personally identifiable data to unaffiliated third parties for their independent use, except for the exchange of information with reputable information reporting agencies to maximize the accuracy and security of such information or in the performance of bona fide corporate due diligence, unless:

- 1. The information provided to help complete a customer-initiated transaction or,
- 2. The customer requests it or,
- 3. The disclosure is required by/or allowed by law (e.g., subpoena, investigation of fraudulent activity, etc.) or,
- 4. The customer has been informed about the possibility of disclosure for marketing or similar purposes through prior communication and has been given the opportunity to decline

For more information about Plumas Bank's information privacy policy, please contact: Plumas Bank at 888.375.8627

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This Electronic Fund Transfer Agreement and Disclosures ("Agreement") describes the types of electronic funds transfers ("EFT") services that we make available. Generally, EFT services are electronically initiated transfers of money to or from an account that you have with us. This Agreement describes how these services work, what limitations and restrictions apply to them, and some rights you have under federal law. This Agreement applies to EFT services to and from accounts, as defined by Regulation E, which is described in "Scope," below. The EFT services (including those originated by any ATM Card, Visa Debit Card, or HSA Visa Debit Card) we offer are indicated in "Types of EFT Services" below, some of which may not apply to your account. You may request that additional EFT services be made available to you by contacting your local branch.

We may change any part of this Agreement at any time and from time to time, and we will give advance notice of any change when required by law. Please read this Agreement carefully because it tells you your rights and obligations for these transactions. You should keep this Agreement for future reference.

Definitions: Some of the terms used in this Agreement have special meanings. Some terms are defined in other parts of the Agreement, generally when the term is first used. In addition, the following terms have the following meanings:

A "Card" is the plastic ATM Card, VISA Debit Card or HSA Visa Debit Card that can be used as one type of access device for EFT services. If you are issued a Card, it may be an ATM Card alone or it may be a VISA Debit Card or HSA Visa Debit Card. In some cases, the rules governing your Card and your Card transactions change, depending on whether it is being used as an ATM Card or as a VISA Debit Card or HSA Visa Debit Card. Unless otherwise specified, the term "Card" means both an ATM Card and a VISA Debit Card or HSA Visa Debit Card.

An "EFT" is an electronic funds transfer, as defined under federal Regulation E. An EFT is any transfer of funds other than a transaction originated by check, draft, or similar instrument, which is initiated through an electronic terminal, telephone, computer or magnetic tape and which orders or authorizes the institution to debit or credit an account.

"PIN" is a personal identification number and is sometimes referred to as a "code" or "access code."

"You" and "your" mean each person who applies for an EFT service or who is an authorized user of the service.

"We", "us" and "our" and "Bank" means Plumas Bank.

"HSA" Health Savings Account.

Scope: This Agreement applies only to EFT services to and from the accounts you have established with us. This Agreement does not apply to:

- Transfers of funds through FedWire or similar non-retail wire transfer service.
- Transfers of funds the primary purpose of which is the purchase or sale of a security or commodity; and
- Any other debits or credits to your account or transactions that are not covered under the Electronic Funds
  Transfer Act or its implementing Regulation E.

Types of EFT Services. There are several types of EFT services we offer. They are all described below, but some may not be available to you at this time.

- Direct Deposits. You may authorize others to access your account on a regular basis and make electronic deposits (credits) to your account. For example, you may authorize your employer to electronically deposit your payroll into your account. Certain government benefit programs may also pay you through periodic electronic deposits to your account. We do not impose a fee for each preauthorized electronic deposit to your account.
- 2. <u>Preauthorized Withdrawals</u>. You may authorize others to access your account on a regular basis and make electronic withdrawals (debits) from your account. For example, you may authorize an insurance company to make periodic withdrawals to pay for your insurance premiums, or a lender to make periodic withdrawals to pay for a loan. You may also authorize internet merchants, in some cases, to make recurring withdrawals from your account. We do not impose a fee for each preauthorized electronic withdrawal from your account.
- 3. <u>Single Entry Withdrawals</u>. You may authorize others to electronically withdraw money from your account. For example, some merchants offer you the opportunity to use a check to initiate an electronic withdrawal from your account to pay for your transaction. This is called an "Electronic Check Conversion". We do not impose a fee for each single-entry withdrawal from your account.

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- 4. <u>ATM Transactions.</u> You may access your account(s) by using your Card at our automated teller machines ("ATMs") or at other ATMs that display a PLUS or STAR symbol. You will need to use your personal identification number (PIN) when using your Card at an ATM. You may make deposits at our ATMs, but not at others. In addition, you may use your Card at ATMs to withdraw cash from your account(s), make transfers between your accounts, obtain balance information, and make payments on any Plumas Bank consumer loan. If you have an ATM Card, withdrawals are limited to \$300 per 24-hour period. If you have a Visa Debit Card or HSA Visa Debit Card, withdrawals are limited to \$500 per 24-hour period. In addition, some of these services may not be available at all terminals.
- 5. Point-of-Sale ("POS") Transactions. You may also use your Card to access your checking account(s) to purchase goods (in person), pay for services (in person), and get cash back from merchants that display STAR or the VISA logo, and from participating financial institutions. If you have an ATM Card attached to a checking or money market account, purchases are limited to a maximum of \$350 per 24-hour period. If you have a VISA Debit Card or HSA Visa Debit Card, purchases are limited to \$2,500 per 24-hour period so long as the transaction does not exceed the then available balance of your checking account. Point-of Sale purchases made by the Card are subject to limitations as described in "Limitations on Card Transfers," below.
- 6. <u>Fees and Charges.</u> There is no charge when you use your Card at any Plumas Bank ATM. When you use your Card at a non-Plumas Bank ATM, the ATM owner or operator may assess a fee for ATM transactions. When you use your Card at a merchant for purchase transactions, the merchant may assess a transaction fee. We do not control the amount of these fees. They will, however, be charged to your account.

**Holds on Funds.** When you use your Card, a hold will be placed on the Linked Account. The hold may be for the amount of the transaction, or for a pre-established amount in excess of individual transactions (for example, hotel or car reservations). The held funds will not be available for other account purposes, and Bank has the right to return checks or other items drawn against the Account to maintain sufficient funds to pay for any previously authorized Card transactions.

Limitations on Card Transfers. There are no limits on withdrawals from ATM machines so long as there are sufficient funds in your account. In addition to those limitations on Card transfers elsewhere described, there are frequency limits that apply when transferring funds from a savings or a money market account. You may make a maximum of 6 preauthorized, automatic, telephone transfers or point of sale (POS) transactions per monthly cycle on a savings or money market account. Point of Sale (POS) transactions are not allowed on savings accounts.

When you use your Card, we apply two limits to the amount you may withdraw from your accounts each day. These are a "cash limit" and a "purchase limit." The cash limit is the total you may withdraw from ATMs, plus any cash back you may receive in STAR cash transactions. Your purchase limit is the total you may purchase in POS transactions. If you have an ATM Card, your cash limit is \$300 per 24-hour period. If you have a VISA Debit Card or HSA Visa Debit Card, your cash limit is \$500 per 24-hour period. If you have an ATM Card attached to a checking or money market account, your purchase limit is \$350 per 24-hour period. If you have a VISA Debit Card or HSA Visa Debit Card, your purchase limit is \$2,500 per 24-hour period. Your purchase limits are in addition to your cash limits. For any transaction, your available account balance (including any overdraft protection coverage) must be enough to cover the transaction.

### Notice Regarding ATM Fee by Others.

If you use an automated teller machine that is not operated by us, you may be charged a fee by the operator of the machine and/or by an automated transfer network. This may include balance inquiry fees that arise even without a transfer.

### FOREIGN/INTERNATIONAL TRANSACTIONS

When you use your Visa Debit Card to purchase goods or services in a foreign country, from a foreign merchant or from an Internet site located in the U.S. but owned by a foreign merchant, the transaction amount will be converted into U.S. dollars and also charged an International Service Assessment (ISA) fee.

The currency conversion rate used by Visa International will be either (1) a rate selected by Visa International from a range of rates available in wholesale currency markets for the applicable central processing date, which may differ from the rate Visa International receives, or (2) a government-mandated rate in effect for the central processing date. The rate used by Visa International on the processing date may differ from the rate on the date of your transaction or statement posting date.

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### International Service Assessment (ISA) fee:

- If the foreign transaction is made in U.S. dollars, the ISA Fee will be 0.80% of that U.S. dollar amount.
- If the foreign transaction is made in foreign currency, Visa will convert the transaction into a U.S. dollar amount and the ISA fee will be 2% of that converted U.S. dollar amount.
- If you obtain foreign currency from at ATM, Visa will convert the transaction into a U.S. dollar amount, and the ISA fee will be 2% of that converted U.S. dollar amount; other ATM fees may apply per your Schedule of Fees and Charges.

#### RIGHT TO DOCUMENTATION

- (1) Terminal transactions. You can get a receipt at the time you make any transfer to or from your account using one of our Automated Teller Machines.
- (2) Preauthorized credits. If you have arranged to have direct deposits made to your account at least one every 60 days from the same person or company, you can call us at (888) 375-8627, or review your account information through Online Banking or through Telebanking at (800) 575-8627 to find out whether or not the deposit has been made.
- (3) Periodic statements. You will get a monthly account statement from us (unless there are no transfers in a particular month. In any case you will get a statement at least quarterly).
- (4) Savings account where the only possible electronic fund transfers are preauthorized credits. If you bring your passbook to us, we will record any electronic deposits that were made to your account since the last time you brought in your passbook.

#### PREAUTHORIZED PAYMENTS

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

Call us at 888.375.8627, email us at customerservice@plumasbank.com, or write us at Plumas Bank, 35 S. Lindan Avenue, Quincy, California 95971, in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We will charge you \$25 for each stop payment order you give.

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

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

Notice: This right to stop payment applies to transfers you have preauthorized with the person or company to receive the payment. There is no right to stop payment on ATM or VISA Debit Card or HSA Visa Debit Card transfers.

#### 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:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If the transfer would go over the credit limit on your overdraft line.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.

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- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken.
- (6) There may be other exceptions stated in our agreement with you.

#### DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

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

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

### **UNAUTHORIZED TRANSFERS**

Consumer liability. Tell us AT ONCE if you believe your Card has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus the maximum overdraft line of credit). If you tell us within two business days after you learn of the loss or theft of your Card or PIN, you can lose no more than \$50 if someone used your Card or PIN without your permission.

If you do NOT tell us within two business days after you learn of the loss or theft of your Card or PIN, and we can prove we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

Special Rules for VISA Debit Cards. For VISA Debit Card transactions, special lower liability limits apply for accounts. A VISA Debit Card transaction is one where no unique identifying information (such as PIN) is used to initiate a transfer from or access to your account. Transactions through the Interlink

ATM system are also considered VISA Debit Card transactions, even if a PIN is used. You will have no liability for unauthorized Debit Card transactions (that is, your liability will not exceed zero dollars) if you report the unauthorized transaction to us. These special lower liability limits do not apply to Debit Card transactions if we determine that you were grossly negligent or fraudulent in the handling of your account or Card.

We will also require written notification. The above limits on your liability for unauthorized use may not apply if we can prove, based on substantial evidence, that you were grossly negligent in handling of your account or card. In the case of gross negligence, your liability will be the amount of the transaction(s).

Contact in event of unauthorized transfer. If you believe your Card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call us at 888.375.862, email us at customerservice@plumasbank.com, or write to us at Plumas Bank, 35 S. Lindan Avenue, Quincy, California 95971.

You should also call the number, email or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

Business days. For purposes of these disclosures, our business days are Monday through Friday. Holidays are not included.

Advisory Against Illegal Use: You agree not to use your card(s) for illegal gambling or any other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all

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jurisdictions in which the cardholder may be located; therefore, we reserve the right to decline all online (Internet) gambling transactions.

#### **ERROR RESOLUTION**

In Case of Errors or Questions About your Electronic Transfers, Telephone us at 888.375.8627, email us at customerservice@plumasbank.com, or write us at Plumas Bank, 35 S. Lindan Avenue, Quincy, California 95971, 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 60 days after we send the FIRST statement on which the problem or error appeared.

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

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

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

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

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.

#### OTHER TERMS AND CONDITIONS

**Enforcement.** In the event that either party brings a legal action to enforce this Agreement or collect amounts owing 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.

<u>PIN and Card Security.</u> You agree not to disclose or otherwise make your PIN available to anyone other than an authorized user of your Card. For security reasons, you agree not to write your PIN on your card or keep your PIN in the same location as your Card. Never give anyone your PIN, or let anyone else use your Card, unless you are willing to be responsible for all transactions they make with the Card. Never let anyone else watch you enter your PIN at an ATM or a POS terminal.

<u>Other Agreements.</u> Except as stated otherwise in this Agreement, this Agreement does not alter or amend the terms or conditions of any or other agreement(s) you have with us.

<u>Severability.</u> If any part of this Agreement is found to be unenforceable, the remaining portions of the Agreement shall remain in full force and effect.

<u>Governing Law.</u> This Agreement will be governed by and construed in accordance with the substantive laws of the State of California, without giving effect to any choice-of-law rules that may require the application of the laws of another jurisdiction.

Internal Revenue Service (IRS) limits the use of Health Savings Accounts (HSA's) to qualified medical expenses and that any non-qualified expenditures must be reported to the IRS.

#### ATM USER PRECAUTIONS

As with all financial transactions, please exercise discretion when using an ATM. For safety, be careful. The following suggestions may be helpful.

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- 1. Prepare for your ATM transactions at home (for instance, by filling out a deposit slip to minimize your time at the ATM).
- 2. Mark each transaction in your account record, but not while at the ATM. Always save your receipts. Don't leave your receipts at the ATM because they may contain important account information.
- 3. Compare your records with the account statements you receive.
- 4. Don't lend your Card to anyone.
- 5. Remember; do not leave your Card at the ATM.
- 6. Protect the secrecy of your Personal Identification Number (PIN). Don't tell anyone your PIN. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
- 7. Prevent others from seeing you enter your PIN by using your body to shield their view.
- 8. If you lose your Card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic funds transfers for additional information about what to do if your card is lost or stolen.
- 9. When you make an ATM transaction, be mindful of your surroundings. Look out for suspicious activity near the ATM facility. At night, be sure the ATM site (including the parking area) is well lit. It may be safer to bring someone with you when you make a transaction. If you observe any problem, go to another ATM facility.
- 10. Don't accept assistance from anyone you don't know when using an ATM.
- 11. If you notice anything suspicious or any other problem arises after you have begun an ATM transaction, cancel the transaction, pocket your Card and leave.
- 12. Wait until you are at home or in other secure surroundings to count your cash.
- 13. At a drive-up ATM, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
- 14. Be especially cautious when making transactions in neighborhoods which are unfamiliar to you.
- 15. We want the ATM to be safe and convenient for you. Therefore, please tell us if you know of any problem with an ATM facility. For instance, let us know if a light is not working or there is any damage to a facility. Report any suspicious activity to us and to the police.

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At times, unanticipated expenses or unforeseen problems can leave you with too little cash in your checking account. Having a transaction returned due to insufficient funds can be a costly and inconvenient experience. At Plumas Bank, we do not encourage overdrafts. As always, we encourage you to manage your finances responsibly. However, we want to save you from the additional merchant fees and possible damage to your credit history that might result if a transaction is returned. That's why we provide Bounce Protection, a special overdraft service for Plumas Bank customers.

What is Bounce Protection? Bounce Protection is a discretionary overdraft service that provides you a safety net up to an automatically assigned overdraft limit. Your Bounce Protection limit may be available for checks, Automated Clearing House (ACH) payments, automatic bill payments and recurring debit card transactions. Also, at your request, we may authorize and pay ATM transfers or withdrawals and everyday one-time debit card purchases using your limit. For business accounts the limit may be available for ATM and everyday one-time debit card transactions with no action required.

**How does Bounce Protection work?** As long as you maintain your account in "good standing" we may approve your overdraft items within your current available Bounce Protection limit as a non-contractual courtesy.

For Bounce Protection consideration, your account is in "good standing" if you (1) make sufficient deposits to bring your account to a positive end-of-day balance at least once every 20 calendar days (including the payment of all bank fees and charges); (2) avoid excessive overdrafts suggesting the use of Bounce Protection as a continuing line of credit; and (3) there are no legal orders or liens against your account.

Please note that the amount of the overdraft plus our Overdraft Service Charge of \$34 for each item will be deducted from your overdraft limit. If the item is returned, the NSF returned item fee of \$34 will be deducted from your account. Returned items may be presented for payment by the payee or their financial institution multiple times, which may result in multiple Overdraft Service Charges or NSF returned item fees. No interest will be charged on the overdraft balance. Please refer to Plumas Bank's Bounce Protection Customer Policy located in the Account Information Disclosure for additional details.

What does Bounce Protection cost? There is no additional cost associated with this privilege unless you use it. You will be charged our Overdraft Service Charge of \$34 for each overdrawn item created by checks, teller withdrawal, an automatic payment (ACH) transaction, automatic bill payment, or recurring debit card payment. In addition, should your account become overdrawn for more than 20 consecutive calendar days, Plumas Bank may charge a "daily overdraft fee" of \$5 per business day. We will charge the "daily overdraft fee" beginning on the 21st consecutive calendar day of overdraft and continue to assess a \$5 daily overdraft fee on each business day your account continues to have a negative (overdrawn) end-of-day balance. These fees apply to overdrafts created by check, in-person withdrawals, reoccurring debits and ACH transactions.

Also, at your request, we may authorize and cover ATM transfers or withdrawals and everyday one-time debit card purchases up to your established Bounce Protection limit. NSF and daily overdraft fees may apply to overdrafts caused by these ATM or one-time debit card transactions. Your balance at the time these transactions post will determine the overdraft status and the assessment of fees. Other transactions initiated by you, or a delay in processing authorized transactions by the merchant, may result in previously authorized transactions posting against an insufficient balance. Once opted in, you may revoke your authorization at any time by contacting us at 1.888.3PLUMAS (375.8627).

The order we pay your transactions may create multiple overdraft items during a single banking day and you will be charged our Overdraft Service Charge or NSF Returned Item Fee. Please refer to Plumas Bank's Account Information Disclosure for additional details on payment posting. To help you manage your account, the total fees you have paid for items (both paid and returned) during the current month and for the year-to-date will be

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reflected on your monthly checking account statement.

What is my Bounce Protection limit? If I have two checking accounts, can I get Bounce Protection on both? Locate your account type below and make note of the corresponding limit. If you have multiple accounts, you may have a limit on each eligible account.

Account Type	Protection Limit
Regular Checking	\$ 700
Go Green Checking	\$ 700
Grand Checking	\$1500
Senior Checking	\$ 700
Local Business Checking	\$1500
Premium Business	\$1500
Analysis Checking	\$1500

**How do I know when I use the Bounce Protection limit?** You will receive an overdraft notice each time items are paid, including fees. You will need to subtract the total fees when balancing your checkbook.

What if I go beyond my Bounce Protection limit? Overdrafts that exceed your established Bounce Protection limit may result in checks or other items being returned to the payee. The returned item NSF fee of \$34 will be charged per item and assessed to your account. Returned items may be presented for payment by the payee or their financial institution multiple times, which may result in multiple Overdraft Service Charges or NSF Returned Item Fees. An Insufficient Item Notice will be sent to notify you of items paid and/or returned.

How quickly must I repay my Bounce Protection? You should make every attempt to bring your account to a positive end-of-day balance as soon as possible, and must do so within 20 calendar days. If you are not able to do so, you will receive a letter from Plumas Bank informing you that your Bounce Protection limit has been suspended and additional transactions presented for payment against the overdrawn balance will be returned.

Unless we advise you differently or you request this service be removed from your account, your limit will be made available to cover overdrafts again the first business day after you bring your account to a positive end-of-day balance.

What if I am having trouble repaying my Bounce Protection or use it frequently? Please contact us at 1.888.3PLUMAS (375.8627) if: (1) you do not believe you will be able to bring your account to a positive end-of-day balance within the required time period; (2) find that you are using Bounce Protection more often than you intend; or (3) don't understand why your account becomes overdrawn. Representatives are available and dedicated to assisting Bounce Protection customers and we would like to discuss your situation with you.

Following regulatory guidance, we will contact you if you are paying multiple overdraft service charges (i.e., more than six service charges in a rolling 12-month period) and to discuss possible alternatives to Bounce Protection that may better meet your short-term account management needs. In the event you ask us to stop contacting you because you have determined Bounce Protection is appropriate for your needs, we will honor your wishes. However, if we identify that the number and frequency of overdrafts increases materially for an extended period of time at some point after that, we may contact you again to ensure Bounce Protection is still the most appropriate option available to you for covering your short account management needs.

**How soon can I use my Bounce Protection?** If you are a new customer, you may be able to use your Bounce Protection usually the first business day after your account is opened, assuming your account is in "good

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standing" as defined above.

What are some of the ways I can access my Bounce Protection limit? Will my limit be reflected in the balance I receive? The chart below shows the different ways you can access your Bounce Protection limit and indicates whether or not this limit will be reflected in the balance provided.

Access Points	Is my Bounce limit available?	Does the balance provided reflect my Bounce limit?
Teller	Yes	No
Writing a Check	Yes	N/A
Debit Card (recurring)	Yes	N/A
Debit Card (every day)	No**	N/A
ATM Withdrawal	No**	No
ACH-Auto Debit	Yes	N/A
Online Banking	No	No
BillPay	Yes	N/A
VoiceBanking	No	No

<sup>\*\*</sup>With the exception of business accounts, the Bounce Protection service will be made available for ATM or everyday one-time debit card transactions upon your request. Call 1.888.3PLUMAS (375.8627) or visit one of our branches to arrange for your ATM and debit card coverage.

What are some other ways I can cover overdrafts at Plumas Bank? The best way to avoid overdrafts and fees is to keep track of your account balance by entering all checks, debit card purchases and ATM withdrawals in your check register, reconcile your checkbook regularly and manage your finances responsibly. However, if a mistake occurs, Plumas Bank offers additional ways to cover overdrafts in addition to Bounce Protection.

Ways to cover overdrafts at Plumas Bank	Examples of Associated Fees
Good Account Management	\$0
Savings Overdraft Link to Savings Account	\$ 10 transfer fee
Plumas Plus Overdraft Line of Credit (OAC) Bounce Protection	\$ 10 cash advance fee + 15% APR, in increments of \$100 Overdraft service charge of \$34 for each item

This information is effective as of 5/2025 and is provided as an example only. Please ask us about our current products, rates and fees.

What if I do not want to have Bounce Protection on my checking account? If you would like to have this service removed from your account, please call 1.888.3PLUMAS (375.8627).

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