

Deposit Account Agreement and Disclosures

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DEPOSIT ACCOUNT AGREEMENT

General Agreement:

The terms "you" and "your" refer to the depositor (whether joint or individual) and the terms "we", "us" and "our" refer to the financial institution. The acronym "NOW" means Negotiable Order of Withdrawal. You understand that the following agreement governs your account with us, along with any other documents applicable to your account, including our Funds Availability Policy, Electronic Fund Transfer Agreement and Account Disclosure, which are incorporated herein by reference. You understand that your account is also governed by applicable law.

General Rules:

The following rules apply to all types of accounts:

- 1. Deposits.** Deposits may be made in person or by mail at anytime. We are not responsible for transactions initiated by mail until we actually receive and record them. We may refuse to accept particular checks or similar instruments as a deposit to your account at our discretion. Any cash deposit will be credited to your account in accordance with this Agreement. Any other item that you deposit will be handled by us in accordance with our usual collection practices. If any item you deposit is returned unpaid, we will debit your account and adjust any interest earned. You will, in any event, be liable to us for the amount of any check you deposit to your account that is returned unpaid, plus our costs and expenses associated with the collection of all or part of such amount from you, including reasonable attorney fees. You understand you may not be able to withdraw funds until we have received final settlement for any item deposited. Any deposit made on Saturdays, Sundays, Holidays, or after our cut-off hour on business days, will be processed on the next business day. Deposits may be subject to a service charge. Deposits to checking and NOW accounts shall be handled in accordance with our current Funds Availability Policy which will control the banking day deposits are deemed received by us and when they will be available for withdrawal
- 2. Collection of Deposited Items.** In receiving items for deposit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. All items are credited subject to final settlement in cash or credits. We shall have the right to forward items to correspondents including all Federal Reserve Banks, and we shall not be liable for default or neglect of said correspondents for loss in transit, nor shall any correspondent be liable except for its own negligence. You specifically authorize us or our correspondents to utilize Federal Reserve Banks to handle such items in accordance with provisions of Regulation J (12 CFR Part 210), as revised or amended from time to time by the Federal Reserve Board. In the event we are subject to local clearinghouse rules, you specifically authorize us to handle such items in accordance with the rules and regulations of the clearinghouse. If we permit you to withdraw funds from your account before final settlement has been made for any deposited item, and final settlement is not made, we have the right to charge your account or obtain a refund from you. In addition, we may charge back any deposited item at any time before final settlement for whatever reason. We shall not be liable for any damages resulting from the exercise of these rights. Except as may be attributable to our lack of good faith or failure to exercise ordinary care, we will not be liable for dishonor resulting from any reversal of credit, return of deposited items or for any damages resulting from any of those actions.
- 3. Set-offs.** We may set-off funds in your account to pay any debt you may owe us. If the account is held jointly, we may offset funds for the debt of anyone of the joint owners.
- 4. Expenses.** Any expenses arising from attachment, garnishment or levy of your account will be your responsibility.
- 5. Dormant Accounts.** You understand that if your account is dormant, you will be charged the fee specified in the Account Disclosure. You agree that we are relieved of all responsibility if your account balance is escheated in accordance with state law.

6. Joint Accounts, Trust Accounts and Custodial Accounts. You acknowledge that if your account is set up as a joint account, trust account or custodial account, it is your sole responsibility to determine the legal effects of opening and maintaining an account of this nature.

7. Joint Account. If this is a joint account, all deposits are the property of the person(s) indicated on the account and we may release all or any part of the amount in the account to honor checks, withdrawals, orders or requests from any person named on this account. Any person named on the account is liable for the amount of any overdraft regardless of whether he or she signed the item or benefited from the proceeds of the item. Upon receiving written notice from any person named on the account, we may freeze the account. The account may be frozen until we receive written notice, signed by all parties named in the account, as to the disposition of funds. We may use the funds to satisfy a debt or judgment of any person named on this account if ordered to do so by a court of law.

8. Joint Account with/without Right of Survivorship. If this account is noted as a joint account with right of survivorship (and not as tenants in common), on the death of one party to a joint account, all sums in the account on the death vest in and belong to the surviving party(ies) as his or her separate property and estate. In the event this account is designated as a joint account without right of survivorship (and as tenants in common) and we receive written notice of death of any person named on the account, we may freeze the account until we have received satisfactory evidence as to the disposition of the account.

9. In Trust For or Payable on Death account. If this account is noted as an In Trust For or Payable on Death account, the trustee(s) may change the named beneficiary (ies) at any time by a written direction to us. The trustee(s) reserves the right to withdraw all or part of the deposit at any time. Such payment or withdrawal shall constitute a revocation of the trust agreement as to the amount withdrawn. The beneficiary (ies) acquires the right to withdraw only if: (i) all of the trustees die, and (ii) the beneficiary is then living. The beneficiary (ies) is only entitled to the amount that is in the trust after all of the trustee's(s') outstanding checks and debits have been paid. If all of the beneficiaries predecease the trustee(s), the named beneficiary's (ies') death shall terminate the trust and title to the money that is credited to the trust shall vest in the trustee(s). If two or more beneficiaries are named and survive the death of all of the trustees, such beneficiaries will own this account in equal shares without right of survivorship.

10. Custodial Account. Any custodial account maintained is subject to the Uniform Transfers to Minors Act or other applicable state or federal law. The account must be opened in the name of a custodian. There may be only one custodian and one minor or beneficiary for each account.

11. Power of Attorney. If you wish to name another person to act as your attorney in fact or agent in connection with your account, we must approve the form of appointment.

12. Corporate, Partnership and Other Organizational Account. You agree to supply us with a separate authorization informing us of the authorized signer(s) and to provide any other related documents, if requested to do so. 13. Fees, Service Charges and Balance Requirements. You agree to pay us and are responsible for any fees, charges or balance/deposit requirements as provided in the Account Disclosure provided to you at the time you opened the account. Fees, charges and balance requirements may change from time to time. We also reserve the right to impose a service charge for cashing checks drawn on your account, if the person cashing the check is not a customer of this financial institution.

14. Non-Sufficient Funds. If your account lacks sufficient collected funds to pay a check or preauthorized transfer presented for payment, we may return such check or preauthorized transfer for non-sufficient funds and will charge you a fee as provided in the Account Disclosure. We may process checks in any order, including from highest dollar amount to lowest dollar amount.

15. Amendments and Alterations. Notice will be given to you if we change the terms of this Agreement at any time by mailing notice to your address shown on our records, by posting a notice of any such changes at our main office or by whatever notice requirements that may be required by law.

16. Closing Account. We may close the account at any time, with or without cause, by sending you notice and a check for the balance in our possession to which you are entitled. At our discretion, we have the authority to pay an otherwise properly payable check, which is presented after the closing of your account.

17. Transfers and Assignments. You cannot assign or transfer any interest in your account unless we agree in writing.

18. Effective Applicable Laws and Regulations. You understand that this Agreement is governed by the laws of the state where this account is opened except to the extent that federal law is controlling. Changes in these laws and regulations may modify the terms and conditions of your account(s). We do not have to notify you of these changes, unless required to do so by law.

19. Payment of Interest. If your account is an interest bearing account, interest will be calculated and paid in accordance with the Account Disclosure described in paragraph 25 and provided to you at the time you opened the account.

20. Stop Payments. If you request us to stop payment on a check, which you have written, you will supply us with a written request within 14 days after you make such a request. The stop payment request must be provided to us at a time and in a manner that gives us a reasonable opportunity to act upon it. Stop payments will be effective for 6 months and you will be charged a fee for any stop payment you request unless

otherwise agreed. Each continuation of a stop payment request will be treated as a new request for the purpose of fee assessment. We are not liable to you if we pay the identified check as long as we acted in good faith or exercised ordinary care. Any damages that you incur and which we may be liable for are limited to actual damages not to exceed the amount of the check. You also agree that if we return any other item drawn by you due to non-sufficient funds which situation is caused because we have paid an item upon which you had requested a stop payment, we will not be liable for such action. You understand that we may accept the stop payment request from any of the owners of the account regardless of who signed the check. A release of the stop payment order may be made only by the person who initiated the stop payment. If you request a stop payment on a preauthorized transfer, such stop payment will be handled in accordance with the provisions of our Electronic Fund Transfer Agreement provided to you at the time you opened the account or any time thereafter.

21. Checks. All negotiable paper ("checks") presented for deposit must be in a format that can be processed and/or photographed. We may refuse to accept any check that does not meet this requirement. All endorsements placed on the reverse side on any check which you deposit to your account, must be placed so that they are on the left side of the check when looking at it from the front and must be placed so they do not go beyond an area located 1 1/2 inches from the left edge of the check when looking at it from the front. We may refuse to accept any check that does not meet this requirement, and, if we do accept it, you will be completely responsible for any loss incurred by us, which is premised on an endorsement not meeting this requirement, including reasonable attorney fee. You will have the responsibility to make sure at the time you issue any check that the format is such that there will be no writing whatsoever on the reverse side of the check placed beyond an area located 1 1/2 inches from the left edge of the check when looking at it from the front. You will be completely responsible for any loss incurred by us, which is premised, on your violation of this requirement, including reasonable attorney fees.

22. Stale, Postdated or Overdraft Checks. If you can write checks on your account, you agree not to postdate any check drawn on the account. We may pay any postdated check unless you have given us written notice of the postdating describing the check with reasonable certainty. The notice is effective for 6 months and must be received at such time and manner as to afford us a reasonable opportunity to act on it. We are not liable to you for paying any stale, postdated or overdraft check, and you agree to reimburse us for any loss we might suffer as long as we acted in good faith or exercised ordinary care. Any damages that you incur and which we may be liable for are limited to actual damages not to exceed the amount of the check.

23. Check safekeeping. If you can write checks on your account and utilize check safekeeping or any other system offered by us for the retention of your checks, you understand that the canceled checks will be retained by us and destroyed after a reasonable time period or as required by law. Any request for a copy of any check is subject to a fee. If for any reason we cannot provide you with a copy of a check, our liability will be limited to the lesser of the face amount of the check or the actual damages sustained by you.

24. Statements. If your account is a Checking, NOW, Money Market, or Statement Savings account, we will provide you with a periodic statement showing the account activity. The account holder who receives this statement is the agent for his/her co-account holder(s) for purposes of receiving the statement and items. You must notify us within 30 days after we mail or otherwise make the statement available to you of any discrepancies. If you fail to notify us, you will have no claim against us. However, if the discrepancy is the result of an electronic fund transfer, the provisions of our Electronic Fund Transfer Agreement will control its resolution. If you do not receive a statement from us because you have failed to claim it or have supplied us with an incorrect address, we may stop sending your statements until you specifically make written request that we resume sending your statements and you supply us with a proper address.

25. Account Disclosure. If your account is considered a consumer account, at the time you opened your account, you received an Account Disclosure which provided a schedule of all fees and charges applicable to the account, the interest rate and applicable Annual Percentage Yield, minimum balance requirements, compounding and crediting of interest and other pertinent information related to the account. This information found in the disclosure may change from time to time. If the fees, charges, minimum balance requirements or other items change in a manner that would adversely affect you, we will provide you with written notice 30 days prior to the change.

26. Facsimile Signatures. You authorize us, at any time, to charge you for all checks, drafts, or other orders for the payment of money, that are drawn on us regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen in our files and contain the required number of signatures for this purpose.

27. Restrictive Legends. We are not required to honor any restrictive legend on checks you write unless we have agreed to the restriction in a writing signed by an officer of the financial institution. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than \$1,000"

28. No Waiver. You understand and agree that no delay or failure on our part to exercise any right, remedy, power or privilege available to us under this Agreement shall affect or preclude our future exercise of that right, remedy, power or privilege.

CHECKING AND NOW ACCOUNTS

In addition to the General Rules, your Checking Account and Negotiable Order of Withdrawal (NOW) Account will be subject to the following rules:

1. Withdrawals. Deposits will be available for withdrawal consistent with the terms of our Funds Availability Policy. Withdrawals may be subject to a service charge.
2. Withdrawal Notice Requirements. If your account is a NOW or interest bearing checking account, we have the right to require seven (7) days prior written notice from you of your intent to withdraw any funds from your account.

MONEY MARKET ACCOUNTS

In addition to the General Rules, your Money Market Account will be subject to the following rules:

1. Withdrawals. We have the right to require seven (7) days prior written notice from you of your intent to withdraw any funds from your account. Withdrawals may be subject to a service charge.
2. Access Limitations. You understand that we will not allow more preauthorized transfers than the maximum number specified in your Account Disclosure. The Account Disclosure will also specify the maximum number of checks that may be written on your account per month. A preauthorized transfer is a transfer of funds from this account to make payments to a third party by means of a preauthorized or telephone agreement, order or instruction. Federal regulations require compliance with these restrictions. We may be required to close your account, take away any ability to transfer and write checks or convert the account to a checking or other transaction account if these restrictions are violated.

SAVINGS ACCOUNTS

In addition to the General Rules, your Savings Account will be subject to the following rules:

1. Withdrawals. We have the right to require seven (7) days prior written notice from you of your intent to withdraw any funds from your account. Withdrawals may be subject to a service charge.
2. Passbooks. If your account is a passbook account and you wish to make a withdrawal without your passbook, we can refuse to allow the withdrawal. If your passbook is lost or stolen, you will immediately notify us in writing.
3. Access Limitations. You understand that we will not allow more preauthorized transfers than the maximum number specified in your Account Disclosure. A preauthorized transfer is a transfer of funds from this account to make payments to a third party by means of a preauthorized or telephone agreement, order or instruction. Federal regulations require compliance with these restrictions. We may be required to close your account, take away any ability to transfer and write checks or convert the account to a checking or other transaction account if these restrictions are violated.

ELECTRONIC FUND TRANSFERS

YOUR RIGHTS AND RESPONSIBILITIES

This Electronic Fund Transfer disclosure does not apply to any accounts other than consumer accounts, as defined by Regulation E. Indicated below are types of Electronic Fund Transfers. The bank is capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligation for the transactions listed. You should keep this notice for future reference.

Preauthorized credits. You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s).

Preauthorized Deposits. If you have arranged to have directed deposits made to your account at least once every 60 days from the same person or company: the person or company making the deposit will tell you every time they send us the money.

Preauthorized payments. You may make arrangements to pay certain recurring bills from your checking or savings account(s).

NOTICE OF VARYING AMOUNTS

If regular payments may vary in amount, the person you are going to pay will tell you ten days before each payment.

ELECTRONIC CHECK CONVERSION

You may provide your check to a merchant or service provider who will scan the check for the encoded bank and account information. The merchant or service provider will then use this information to convert the transaction into an electronic fund transfers. This may occur at the point Of purchase, or when you provide your check by other means such as by mail.

ELECTRONIC RETURNED CHECK CHARGE

Some merchants or service providers will initiate an electronic fund transfer to collect a charge for any check or check conversion returned for insufficient funds. Your liability for unauthorized transactions with your Debit card that involve PIN-based transactions not processed by the Visa TM Network, including ATM transactions, are described under "Consumer Liability" above.

NOTICE OF RIGHTS AND RESPONSIBILITIES

The use of any electronic fund transfer services described in this document creates certain rights and responsibilities regarding these services as described below.

RIGHT TO RECEIVE DOCUMENTATION OF YOUR TRANSFERS

Transaction Receipts. Upon completing a transaction at an ATM you will receive a printed receipt documenting the transaction (unless you have chosen not to get a paper receipt). These receipts (or the transaction number given in place of the paper receipt) should be retained to verify that a transaction was performed. You will receive a receipt at the time you perform any transaction using your ATM Card or Debit Card at a Participating Merchant.

Periodic Statements. If your account is subject to receiving a monthly Statement, all EFT transactions will be reported on it. If your account is subject to receiving a statement less frequently than monthly, then you will continue to receive your statement on that cycle, unless there are EFT transactions, in which case you will receive a monthly statement.

Business days. For purposes of this electronic transfer disclosure, our business days are Monday through Friday. Holidays are not included.

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

- To complete a transfer
- To comply with credit bureau request
- To comply with governmental agency or court orders
- If you give your permission

RIGHTS REGARDING PREAUTHORIZED TRANSFERS

Rights and Procedures to Stop Payments. If you have instructed us to make regular preauthorized transfers out of your account, you may stop any of the payments. To stop a payment, call us at: (206) 306-7900 or write to: 1155 N 130th Street Seattle, WA 98133. We must receive your call or written request at least three (3) business days prior to the scheduled payment. If you call, please have the following information ready: your account number, the date the transfer is to take place, to whom the transfer is being made and the amount of the scheduled transfer. If you call, we may require you to put your request in writing and deliver it to us within fourteen (14) days after you call.

Notice of Varying Accounts. If you have arranged for automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you will be notified by the person or company you are going to pay ten days prior to the payment date of the amount to be deducted. 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.

Our Liability for Failure to Stop Preauthorized Transfer Payments. If you order us to stop one of the payments and you have provided us with the information we need within three (3) business days prior to the scheduled transfer, and we do not stop the transfer, we will be liable for your losses or damages.

YOUR RESPONSIBILITY TO NOTIFY US OF LOSS OR THEFT

If you believe your ATM card or [Debit card has been lost or stolen call 1-800-554-8969](#) or that someone has transferred or may transfer money from your account without your permission call us at (206) 306-7900 or write use to: Pacific International Bank, 1155 N 130th Street, Seattle, WA 98133.

CONSUMER LIABILITY

You will tell us at once if you believe your ATM Card or Debit Card has been lost or stolen. Telephoning is the best way of keeping your possible losses down. If you tell us within two (2) business days, you can lose no more than fifty dollars (\$50) if someone uses your ATM Card or Debit Card without your permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your ATM Card or Debit Card and we can prove we could have stopped someone from using your ATM Card or Debit Card without your permission if you had given us notice, you can lose as much as five hundred dollars (\$500). Also, if your statement shows transfers you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not receive back any money you lost after the sixty (60) days, and therefore, you could lose all the money in your account (plus your maximum overdraft line of credit, if applicable), if we can prove that we could have stopped someone from taking the money had you given us notice in time. If a good reason (such as a long trip or hospital stay) keeps you from giving the notice, we will extend the time periods.

ILLEGAL USE OF DEBIT CARD

You agree not to use your Debit Card for any illegal transactions, including Internet gambling and similar activities.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS

In case of errors or questions about your electronic fund transfers, call us at: (206) 306-7900 or write to: 1155 N 130th Street, Seattle, WA 98133 or use the current information on your most recent account statement.

Notification should be made as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact the Bank no later than 60 days after it sent you the first statement on which the problem or error appears. You must be prepared to provide the following information:

- Your name and account number.
- A description of the error or transaction you are unsure about along with an explanation as to why you believe it is an error or why you need more information.
- The dollar amount of the suspected error. If you provide oral notice, you may be required to send in your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days (twenty (20) business days for new accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days and ninety (90) days for new accounts and foreign initiated or point of sale transfers) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty business (20) days for new accounts) for the amount which you think is in error, so that you will have the use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30) calendar days after the first deposit to the account is made, including those for foreign initiated or point of sale transactions. Visa's TM cardholder protection policy requires that we provide provisional credit for losses from unauthorized Visa TM Check Card use within five (5) business days of notification of the loss. We will tell you the results within three (3) 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.

NOTICE OF ATM SAFETY PRECAUTIONS

SAFETY PRECAUTIONS FOR ATM TERMINAL USAGE

Please keep in mind the following basic safety tips whenever you use an ATM:

- Have your ATM Card or Debit Card ready to use when you reach the ATM. Have all of your forms ready before you get to the machine. Keep some extra forms at home for this purpose.
- If you are new to ATM usage, use machines close to or inside a financial institution until you become comfortable and can conduct your usage quickly.
- If using an ATM in an isolated area, take someone else with you if possible. Have them watch from the car as you conduct your transaction.
- Do not use ATMs at night unless the area and machine are well lighted. If the lights are out, go to a different location.
- If someone else is using the machine you want to use, stand back or stay in your car until the machine is free. Watch out for suspicious people lurking around ATMs, especially during the times that few people are around.
- When using the machine, stand so you block anyone else's view from behind.
- If anything suspicious occurs when you are using a machine, cancel what you are doing and leave immediately. If going to your car, lock your doors.
- Do not stand at the ATM counting cash. Check that you received the right amount later in a secure place, and reconcile it to your receipt then.
- Keep your receipts and verify transactions on your account statement. Report errors immediately. Do not leave receipts at an ATM location.

ATM TRANSACTIONS AND ATM CARD SERVICES

The services available through use of your ATM Card are described below.

- You may make withdrawals from linked accounts up to the card limit.
- You may make balance inquires on your checking, savings account.
- You may transfer funds between linked checking and savings accounts at PIB's ATM.

DEBIT CARD SERVICES

Customers can designate a primary checking account from which funds are deducted to pay for purchases such as groceries or gas using their debit card. Debit cards can be used at any merchant location that accepts Visa. The transaction amount is then debited from the customer's designated checking account.

- Apply for the debit card with a Visa logo.
- Two to three days after receiving the debit card, you will receive your Personal Identification Number (PIN).
- You must first activate the debit card by calling the number on the card 1-800-708-7119 and follow the instructions or call us at 206-306-7900
- At an ATM, conduct any transaction using your PIN. Or
- At a merchant, choose debit function and enter your PIN. After the card has been activated, you may use the debit card like a Visa credit card by simply choosing credit function at a participating merchant
- The merchant normally provides transaction record. Please make a record of transaction in your checkbook register.

LIMITATIONS ON TRANSACTIONS

Cash Withdrawal Limitations

- You may withdraw up to \$300 per day ATM cash withdrawals.

Point of Sale Transactions Limitations

You may not exceed \$600 in transactions per day in combination of ATM cash withdrawals.

Other Limitations -We reserves the right to impose limitations for security purposes at any time.

Limits on Transfers from certain accounts -Federal regulation limits the number of telephonic transfers and preauthorized electronic transfers to third parties (including Point of Sale transactions) from money market and savings type accounts. You are limited to six such transfers from each money market and/or savings type account(s) you have each statement period for purposes of making a payment to a third party or by use of a telephone.

CHARGES

We will charge you \$5 each time you request any of the following services:

- Change your personal identification number (PIN).
- Replace a lost or stolen card.

Prohibited Transactions

- Your acceptance and use of the PIB ATM/Debit card indicates your agreement that you will not use the card for any transaction, which is illegal under any state or federal law. You agree that we will deactivate your card if we find that it has been used in an illegal transaction.
- If the cardholder exceeds three returned NSF's within a three-month period, the Bank may deactivate the card.

ATM Surcharges

We will not charge you for using another financial institution's ATM. However, when you use an ATM not owned by us, you may be charged a fee by the ATM operator or by the network used to complete the transaction. You may also be charged a fee for a balance inquiry even if you do not complete a funds transfer.

FUNDS AVAILABILITY POLICY DISCLOSURE

Purpose of This Disclosure:

We are providing this disclosure to help you determine when the funds from the cash, checks and other items you put into your checking, savings, and money market account are available for Withdrawal. If you need funds right away, you should ask when the funds would be available. Our policy is to make funds from your cash and check deposits available to you on the first business day at 9 a.m. after the day we receive your deposit. For determining funds availability, every day is a business day, except Saturday, Sunday and federal holidays. If you make a deposit before the close of business on a Business Day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the close of business or on a day that we are not open, we will consider the deposit made on the next Business Day, we are open to the public for carrying on our banking functions.

In some cases, we will not make all of the funds that you deposit by check available to you on the same business day that they are received. If you deposit the funds directly to a PI Bank employee and we are not going to make all of the funds available on the day of receipt, we will also tell you when the funds will be available. If you deposit the funds directly to a PI Bank employee or we decide to take this action after you have left PI Bank premises, we will mail you a notice by the day after we receive your funds.

FUNDS DEPOSIT TO US MAY BE DELAYED FOR Case-by-Case EXCEPTIONS IF:

New Account - the new account exception applies to an account opened 30 days or less, currently we are holding new accounts on the checks 4 to 6 business days.

Doubtful Collectability - an irregularity of signature, date, etc or inside information that check may not be paid or information from paying bank indicates check may not be paid.

Repeated Overdraft last 6 month - on any six banking days within the last 6 months or single 6 days account have overdrawn, or bounced checks on account or on any two banking days within the previous six months overdrawn by \$5,000 or more.

Re-deposited Item (s) - checks previously bounced and is being redeposit (This exception does not apply to a check being redeposited because it was returned due to a missing endorsement or because it was post dated).

Emergency/Snow/Computer failure - severe weather, communication failures and computer malfunctions are listed on the exception or reasonable cause holds. Funds from electronic direct deposits to your account will be available on the day we receive the deposit.

Large Deposit Exception (Deposit over \$5,000) - deposit totaling more than \$5,000 on any one day of the first \$5,000 available to you of the total deposits of cashier's, certified, traveler's, federal, state and local government checks or any other checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. * Funds from all other check deposits will generally be available on the forth to sixth 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 your rights as a consumer regarding substitute checks?

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

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

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your Account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your Account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How should you as a consumer make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your Account, please contact us by calling (206) 306-7900 or write us to: Pacific International Bank, 1155 N 130th Street, Seattle, WA 98133. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the Account statement showing that the substitute check was posted to your Account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances. Your claim must include, a description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect); an estimate of the amount of your loss; an explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and a copy of the substitute check and the following information to help us identify the substitute check: (identifying information, for example the check number, the Account number, your name, the name of the person to whom you wrote the check, the amount of the check and the posting date the check appears on your statement).

If you tell us orally, we may require that you send us your request for a refund in writing by the 10th business day after the banking day on which the bank received your oral notice. We will tell you the results of our investigation within 10 business days after we hear from you. If we need more time, however we may take up to 45 calendar days to investigate your claim. If we ask you to put your request for a refund in writing and we do not receive it within 10 business days, we may not credit your Account. We will tell you the results no later than the business day after the banking day we complete our investigation. If we decide your claim is not valid, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

PRIVACY POLICY DISCLOSURE

Please read this Privacy Policy carefully since it is intended to give important information about how Pacific International Bank collects and uses the personal information we obtain about you. This privacy Notice applies to you (or to your legal representative) only if you are an individual who obtains or has obtained a financial product or service from Pacific International Bank that is to be used primarily for personal, family or household purposes.

At Pacific International Bank, we respect your privacy. We believe that respecting your privacy along with protecting your financial assets are most important obligations to you. This is why we are pleased to provide you with this privacy notice so that we can show you how we handle your personal information.

Information Collect about You

We collect non-public personal information about you from following sources:

- Information we receive from you on applications or other forms.
- Information about your transactions with us, our affiliates, or others.
- Information we receive from a consumer-reporting agency.

Information use

We use this information about you within the bank to offer you useful products and services including:

- To develop or improve our products and services. We collect and analyze customer information, such as account activity and history, in order to find ways to improve our current products and services, or to develop new ways to meet your needs.
- To provide you with excellent customer service. Your customer information allows us to respond quickly and efficiently to your inquiries.

No Disclosures outside of Exceptions

We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law.

Exception for Service Providers

- Financial service providers with whom we have joint marketing agreements. Each of these is required to have a confidentiality agreement on file with us and they are expected to treat your information in the same way we do.
- Non-financial companies, such as consumer reporting agencies, that they are legally required to provide some information to.

Confidentiality and Security

We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you. We maintain physical electronic and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

The information contained in this disclosure is subject to change; however, any changes will be communicated to you as required by law. If you should have any questions regarding this notice, please contact us at 206-306-7900 or write us to:

Pacific International Bank
1155 N. 130th Street, Ste 100
Seattle, WA 98133
Or email: onlinesupport@pibank.com

This notice is provided as required by the Privacy of Consumer Financial Information Act and the Federal Trade Commission's implementing regulations, 16 CFR Part 313. January 2010

HOW YOU CAN PROTECT YOURSELF FROM IDENTITY THEFT

Identity Theft and Assumption Deterrence Act of 1998 make it a federal crime to "knowingly" transfer or use without lawful authority, a means of identification of another person with the intent to commit, any unlawful activity that constitutes a violation of federal law, or a felony under any applicable state and local law".

What is Identity Theft?

When someone else uses an individual's personally identifying information without their knowledge Or permission to:

- Obtain Credit Cards
- Get Loans and Mortgages
- Avoid Criminal penalties
- Get wireless or Phone products, services

- Obtain Employment

Here is some advice for consumers to prevent identity theft:

Taking just few easy precautions can help protect your financial and personal information against

Identity theft.

- Review account statements and credit card billing statements when they arrive
- Guard personal information
- Don't carry more information than you need
- Leave your social security card in a secure place
- Don't give out personal information on the phone or through the mail unless you initiated the contact.

If you suspect you might be a victim of identity theft, contact the three major credit bureau below to place a fraud alert on your credit file. You also can order a free annual credit report available at:

www.annualcreditreport.com

Equifax 1-800-525-6285

Experian 1-888-397-3742

Trans Union 1-800-680-7289

Schedule of Fees and other Services

Night Depository	\$10
Locked Bag	\$25
Plastic Deposit Bags - 100/pk	\$27.50
Check Orders/Price Depends on Quantity and Style Ordered	
Cashier's Check	\$5
Money Order	\$5
Stop Payment (each item)	\$20
NSF/UCF Checks/ACH Debits Paid (each)	\$25
NSF/UCF Checks/ACH Debits Returned (each item)	\$25
Deposited Items Returned (each item)	\$5
Account Reconciliation (per hour; minimum 1 hour)	\$25
Deposit/Wire Transfer Verification	\$5
Photo Copy of Check/Document	\$2
Legal Process - Garnishment, Executions, Levies	\$100
Dormant Account Fee	\$10
Early Account Closure Charge (within 30 days)	\$30
Continuous OD Fee (per day)	\$5
Armored/Mobile/Messenger Services	At Cost
Incoming - Domestic/ International	\$15
Outgoing - Domestic	\$25
Outgoing - International	\$30
Wire Amendment Fee	\$30
Non-Customer Outgoing Wire Transfers	\$45
Non-Customer Wire Amendment Fee	\$45

Jan-10