

Personal Deposit Account

Agreement & Disclosures



Personal Deposit Account Agreement and Disclosures

Effective January 1, 2020

Welcome to WaFd Bank. We are pleased to provide you with this Personal Deposit Account Agreement and Disclosures ("Disclosure"). This Disclosure contains information you will want to know about the Checking, Savings and Money Market Accounts, and Certificates of Deposit you maintain with us for personal, family or household purposes. This Disclosure, the terms disclosed in the "Account Terms" for the type of Account opened, the Schedule of Consumer Fees & Service Charges, the deposit rate sheet, any disclosures or agreements we give you when you use additional products and services (for example, the Personal Online and Mobile Banking Service Agreement), separate disclosures we give you regarding electronic transactions, and addenda to this Disclosure, together form the agreement between you and WaFd Bank regarding your deposit Accounts (the "Account Agreement").

By signing the signature card, by using your Account, by requesting or later adding products or services connected to the Account, you agree to be bound by the Account Agreement, or in the case of additional Account related products or services, the applicable terms and conditions. If there is a conflict between the Account Agreement and any other document or agreement, the Account Agreement governs.

The purpose of this Disclosure is to provide you information required by law and explain the terms and conditions of your Accounts. Some of the terms and conditions are governed by applicable law and others are governed by rules established by us when the law permits variation or there are not applicable regulations. Please read this Disclosure carefully and keep it for future reference. This Disclosure is also available on our website, www.wafdbank.com.

Definitions

In this Disclosure, unless otherwise indicated, the following words have the meanings given below:

"Account" means your Checking Account, Money Market Account, Certificate of Deposit (CD) Account and Savings Account established with us for personal, family or household use, as applicable, unless limited by the heading under which it appears.

"Account Balance" means the funds in your Account, including the deposits and withdrawals made to date.

"Age of Majority" means the age at which, under state law, a person is granted the rights and responsibilities of an adult.

"Available Balance" means the amount of funds that can be withdrawn from your Account in accordance with our Funds Availability Policy."

"Bank," "WaFd Bank," "we," "us," and "our" refer to Washington Federal Bank, N.A.

"Business Day" or "business day" means every day, except, Saturdays, Sundays, and federal holidays.

"Calendar Day" or "calendar day" means every day, including Saturdays, Sundays, and federal holidays.

"Consumer Fee Schedule" means the Schedule of Consumer Fees & Service Charges, as amended from time to time, available at our branches and on our website.

"Funds Availability Policy" means your ability to withdraw funds as disclosed in the Funds Availability Disclosure (Part III of this Disclosure).

"Online Banking Agreement" means the WaFd Bank Personal Online and Mobile Banking Service Agreement.

"Rate Sheet" means the Personal Deposit Rate Sheet, as amended from time to time, available at our branches and on our website.

"Retirement and Savings Plan" means an Individual Retirement Account (IRA), Simplified Employee Pension Individual Retirement Account (SEP-IRA), Coverdell Education Savings Account (ESA), or Keogh Plan we administer.

"You" and "your" mean each depositor who opens an Account, and any joint owner of each Account.

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Part I: Personal Deposit Account Terms and Conditions

From time to time, we may offer new types of Accounts and may cease offering some types of Accounts. The Account Agreement governs these new types of Accounts, and continues to govern any Accounts you may have that we no longer offer. If and to the extent the provisions of the Account Agreement vary from the provisions of the Uniform Commercial Code as adopted in the jurisdiction where your Account was opened, the terms and conditions of the Account Agreement control.

The Account Agreement includes your promise to pay the charges listed on the Consumer Fee Schedule and your permission for us to deduct these charges, as earned, directly from your Account. You also agree to pay any additional reasonable charges we may impose for services you request which are not contemplated by the Account Agreement but are disclosed in our Consumer Fee Schedule, as amended from time to time. Each of you agrees to be jointly and severally liable for any Account deficit resulting from charges or overdrafts, whether caused by you or another authorized to withdraw from your Account, together with the costs we incur to collect the deficit, including, to the extent permitted by law, our reasonable attorneys' fees.

You agree to use the Account only for lawful purposes and to comply with all applicable local, state, and federal laws, including for example, the USA Patriot Act and the Unlawful Internet Gambling Enforcement Act.

Mobile Phone Contact Policy

If you give a mobile phone number directly to us, you consent to and agree to accept calls related to the servicing of your Account to your mobile phone from us and our agents. For any service-related telephone calls, mobile phone calls or text messages (SMS) placed to you by us or our agents, you consent and agree that those calls may be automatically dialed and may consist of pre-recorded messages. You may incur fees from this contact by your service provider.

Important Account Opening Information (USA PATRIOT Act Notice)

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.

Deposit Policy

We will usually give you provisional credit and make funds available for items deposited into your Account. However, we may delay or refuse to give you provisional credit if we believe in our discretion that your item will not be paid. We will reverse any provisional credit we have given for an item deposited into your Account if we do not receive final credit for that item and charge you a fee (see Consumer Fee Schedule). If the reversal of a provisional credit creates an overdraft in your Account, you will owe us the amount of the overdraft, plus any overdraft fees (see Consumer Fee Schedule). We will determine when final credit is received for any item. Please read the Funds Availability Policy for a detailed discussion of how and when we make funds available to you.

We will accept certain items like foreign checks for collection only and may in our sole discretion not accept them for collection. You may also ask us to accept certain other items for collection only. You will not receive credit for (provisional or otherwise), and may not withdraw funds against, any of these items until we receive final credit from the person responsible for paying them. Items sent for collection will be credited to your Account in U.S. dollars, with the amount of U.S. dollars credited calculated using our applicable exchange rate in effect on the date when we credit the funds to your Account and not when the deposit is made. The Funds Availability Policy does not apply to items we have accepted for collection only. If we receive final credit for an item we have accepted for collection only, you agree that we may subtract our collection fee (see Consumer Fee Schedule) from the amount finally credited to us, before we credit your Account for the remaining amount.

Endorsement

It is important that you place your endorsement carefully on the back of all checks you are depositing in the endorsement area, which is the first 1 1/2 inches on the back of the check when viewed from the trailing edge (the trailing edge is the left edge of the check when viewed from the front). If you have a question about proper placement for your endorsement, please ask a Bank representative. If our endorsement is illegible because you have endorsed the check in the wrong location, you will be liable for any resulting loss.

If you make a deposit to an Account and you fail to endorse it at the time, we may add an endorsement on any item and you will be responsible for the item as if you endorsed it yourself.

Checks

All negotiable paper (called "checks") presented for payment must be in a form we have either provided or approved. We may refuse to accept any check that does not meet this requirement or is incompletely or defectively drawn. We may elect not to pay any check that is at least six months old but if there is no stop payment order on file when we receive the check for payment, we may elect to pay it in good faith without consulting you. You agree that you will use care in safeguarding your unsigned checks against loss or theft. You will tell us immediately if any checks are missing. You agree to assume all losses that could have been prevented if you had safeguarded unsigned (or otherwise incomplete) checks or had told us they were missing.

Returned Checks/Waiver of Rights

If you deposit a check or item in your Account that the drawee bank returns unpaid for any reason, we may put the check or item through for collection again. This means that you are waiving your right to receive immediate notice of recollection or dishonor. If a check or item is dishonored (returned unpaid) for any reason, the amount of the dishonored check or item will be deducted from your Account. You agree to pay us a fee for any such check or item that is dishonored (see Consumer Fee Schedule). We may also collect any amounts due to us because of returned checks, through the right of offset, from any other of your Accounts at the Bank, or collect the funds directly from you.

Check Cashing Policy

We only cash checks for existing customers with a sufficient Available Balance. If a check not drawn on your Account is returned by the paying bank for any reason, we will charge you a fee (see the Consumer Fee Schedule) and will debit the amount of the returned check from your Account. If the debit creates an overdraft in your Account, you will owe us the amount of the overdraft plus any overdraft fees (see the Consumer Fee Schedule).

Withdrawal Policy

Passbook Savings Account withdrawals may be made by an authorized signer only upon presentation of the passbook, either in person or accompanied by a written order of withdrawal. If your passbook is stolen, lost or destroyed, or cannot be produced without loss or serious inconvenience, you will promptly advise us in writing. We may exercise our discretion and issue to you a substitute passbook, and we may require you to provide us with satisfactory indemnity. All subsequent withdrawals and deposits will be entered in the substitute passbook and the original passbook shall be void and shall be surrendered to us if the original passbook is located. We reserve the right to impose a charge for a lost passbook.

The Passbook Savings Account is available only at our option.

Statement Savings Account withdrawals may be made per written order of withdrawal in accordance with the information contained on the signature card and may also be made with an ATM or Visa® Debit Card, as applicable. We may refuse a request if any document or identification we require or that is required in connection with the withdrawal has not been presented.

Federal law requires that we reserve the right to require seven calendar days' advance written notice of any intended withdrawal or transfer of funds from all Savings or Money Market Accounts. While we reserve this right, we do not presently exercise it.

Withdrawals from Savings Accounts held in Retirement and Savings Plans are subject to our procedures for withdrawal requests from Retirement and Savings Plans and may take up to five Business Days to process.

For any Statement Savings Account(s) (including Money Market Accounts), you may make as many in-person withdrawals at a teller window or any Automated Teller Machine ("ATM") as you wish. During a calendar month, you may make no more than a total of six (i) preauthorized, automatic, electronic (including

computer initiated), or telephone withdrawals or transfers to another account of yours or to a third party, and (ii) payments by check, draft, debit card, or similar order payable to another account of yours or to a third party. Withdrawals and transfers from Savings and Money Market Accounts in excess of this limit will result in an Excess Transaction fee disclosed in the Consumer Fee Schedule for each transaction posted. We may close Savings and Money Market Accounts with (i) excess withdrawal activity more than three months within a consecutive 12-month period will be closed or (ii) with more than 25 excess withdrawals during a calendar month.

Transaction Processing Order

We post Automated Clearing House ("ACH") credits (direct deposits) before ACH debits. Other types of transactions are posted in the order in which they are received or submitted through various payment channels to us. All transactions are posted in Pacific Time, regardless of the branch time zone.

Reasons Why We May Refuse to Pay an Item

We may refuse to pay an item that:

- a. is illegible;
- b. is drawn in an amount greater than the amount of funds then available for withdrawal in your Account (see the Funds Availability Policy) or which would, if paid, create an overdraft;
- c. bears a duplicate check number;
- d. we believe has been altered;
- e. we believe is otherwise not properly payable; or
- f. we believe does not bear an authorized signature.

We are not required to honor any restrictive endorsement on checks you write unless we have agreed in writing to the restriction. Examples of restrictive endorsements are "Not Valid for More Than \$1,000" and "Void If Not Negotiated Within 30 Days of Issuance."

Postdated Items

You agree that when you write a check you will not date the check in the future. If you do and the check is presented for payment before the date of the check, we may either pay it or return it unpaid. You agree that if we pay the check, the check will be posted to your Account on the day we pay the check. You further agree that we are not responsible for any loss to you in doing so.

Preauthorized Drafts

If you voluntarily give information about your Account (such as our routing number and your Account number) to a party who is seeking to sell you goods or services, and you do not physically deliver a check to the party, any debit to your Account initiated by the party to whom you gave the information is deemed authorized by you.

Overdraft Policy

You do not have the right to withdraw funds that exceed the Available Balance in your Account. When an item of yours exceeds the Available Balance, we can either pay or return the item. If we return an item, you will be subject to a fee as disclosed in the Consumer Fee Schedule. You cannot choose which items we pay. If, in our sole discretion, we choose to allow a withdrawal that exceeds your Available Balance, you agree to immediately repay us the amount that exceeds your Available Balance.

At no time will we be required to allow you to overdraw your Account even if we have allowed overdrafts on one or more prior occasions. We do not offer the option to authorize overdrafts using a debit card for everyday (one-time or non-recurring) merchant purchases.

You agree to pay us, when we ask you, all our costs of collecting an overdraft, to the fullest extent permitted by applicable law. These costs include, but are not limited to, our legal fees and expenses. If more than one of you owns an Account, each of you will be responsible for paying us the entire amount of all overdrafts and obligations resulting from the overdrafts.

Intentionally withdrawing funds from an Account when there are not enough funds in the Account to cover the withdrawal or when the funds are not yet available for withdrawal may be a crime. In the event your Account is protected by our Overdraft Protection service, this Overdraft Policy is subject to the rules detailed within the Overdraft Protection service.

Overdraft Protection (ODP) Service

Overdraft Protection (ODP) service is available on any Checking Account. ODP service will automatically transfer funds from a Qualified Protection Account to your Checking Account. Qualified Protection Accounts include Savings, Money Market, Checking, or qualified Lines of Credit (LOCs). Non-transaction Accounts such as Passbook or Certificates of Deposit do not qualify as Protection Accounts. If we transfer funds on your behalf, you agree to any service fee we may assess for this service, which are disclosed in the Consumer Fee Schedule. If you have an LOC as part of your ODP setup, you also agree to pay any interest accrued that may result from WaFd Bank performing the advance on your behalf from the LOC. Transfers performed on Accounts are subject to the terms and conditions of the Account Agreement, including the Funds Availability Policy.

Transfers performed on LOCs are bound the by the applicable loan agreement and disclosures. You must apply separately for an LOC, which is subject to credit approval by WaFd Bank.

Sustained Overdrawn Accounts

We will notify you if your Checking or Money Market Account is in overdrawn status. If the Account remains in overdrawn status for 40 calendar days, or such earlier time that we determine that the overdraft balance is uncollectible, we will close the Account and place it in collection status. Please refer to the section of this Disclosure entitled "Credit Verification and Obtaining Financial Information" for additional information regarding closure of Accounts.

Stop Payments

At your request and risk, we will accept a stop payment request for a check on your Account for a fee (see the Consumer Fee Schedule). To be effective, a stop payment request must be received in time to give us a reasonable opportunity to act on it, and must precisely identify the Account number, check number, date and amount of the item, and the payee. We provide stop payment forms that must be used to initiate your request or, if made orally, submitted within 14 calendar days of the oral request. If we receive the completed Bank stop payment form within 14 calendar days of the request, the stop payment will remain in effect for six months from the date it was given. It is your responsibility to ensure that all of the information supplied on the stop payment form is correct and to promptly inform us of any inaccuracies. If you cannot provide all the information requested in the stop payment form, we may not be able to process your request. If you are requesting a stop payment because you believe a check or checks have been lost or stolen, for security purposes we will close the affected Account and open a new one.

To maintain the validity of the stop payment request for more than six months, you must complete a new Bank stop payment form with the required information before the expiration of the six-month period. If a new stop payment form is not timely received, the check may be paid.

We are not liable for failing to stop payment if you have not followed these procedures or if your stop payment request comes too late for us to act on it. We are entitled to a reasonable period of time after we receive your stop payment request to notify our employees and take other action needed to stop payment. You agree that "reasonable time" depends on the circumstances but that we will have acted within a reasonable time if we make your stop payment request effective by the end of the next Business Day following the Business Day on which we receive your stop payment request. If we stop payment, you agree to defend and pay any claims raised against us as a result of our refusal to pay the check or other item on which you stopped payment.

If we recredit your Account after we have paid a check or other item over a valid and timely stop order, you agree to sign a statement describing the dispute you have with the person to whom the check or item was made payable. You also agree to transfer to us all of your rights against the payee and any other holder, endorser or prior transferee of the check or item and to cooperate with us in any legal action taken to collect against the other person(s).

If we are liable for inadvertently paying your check over a stop payment order, you must establish the amount of your loss caused by our payment of the check. We will pay you only the amount of the loss, up to the face amount of the check, together with any overdraft or returned item fees we may have imposed that resulted from paying your check over a stop payment order. You agree that we shall not be liable for any punitive, exemplary or consequential damages.

We have no duty to withhold payment on a cashier's check, teller's check or other similar item because items of this type are not drawn on your Account. However, we may, in our sole

discretion, attempt to withhold payment on a cashier's check, teller's check or other similar item if you certify to our satisfaction that the item has been lost, stolen or destroyed. You must also furnish any other documents or information we may require, which may include your affidavit attesting to the facts and your indemnification of the Bank. Even if we agree to attempt to withhold payment on a cashier's check, teller's check or other similar item, if the item is presented for payment, we may pay it and you will be liable to us for that item, unless otherwise required by applicable law.

International ACH and Wire Transfers

If your Account receives incoming ACH transactions (either credits or debits) or wire transfers initiated from outside of the United States, both you and we are subject to the Operating Rules and Guidelines of the National Automated Clearing House Association ("NACHA") or the rules of any wire transfer system involved, and the laws enforced by the Office of Foreign Assets Control ("OFAC"). Under such rules and laws, we may temporarily suspend processing of a transaction for greater scrutiny or verification against the OFAC list of blocked parties, which may result in delayed settlement, posting and/or availability of funds. If we determine there is a violation, or if we cannot satisfactorily resolve a suspected or potential violation, the subject funds will be blocked as required by law. If you believe you have adequate grounds to seek the return of any blocked funds, it is your sole responsibility to pursue the matter with the appropriate governmental authorities. Please see the OFAC website for procedures and form required to seek a release of blocked funds. We may impose a fee, as disclosed on the Consumer Fee Schedule, for any domestic or international incoming wire transactions.

Periodic Statements; Time Limit to Report Errors

A statement of activity will be provided for Accounts at regular intervals, no longer than once each calendar year. Checking, Savings, and Money Market Accounts are provided with monthly statements. Unless you tell us of a change of address, we will continue to mail or deliver electronically statements or any other notices to your address as it appears on our records and you will be considered to have received those statements and any other notices sent to you at that address. We do not have to send you a statement or notice if we cannot deliver your statement or notice because of your failure to tell us that you have changed your address. If returned undelivered, the statement will be destroyed. Copies will be available for a fee as provided in the Consumer Fee Schedule. You may receive your statements or notices via electronic delivery. As provided under federal law, we may send notices to you for tax reporting purposes via U.S. Mail regardless of any instructions otherwise which you may have provided to us.

You should review your statements and balance your Account promptly after you receive them or we make them available to you. If you don't receive an Account statement by the date when you usually receive it, call us at once. You must review your statements to make sure that there are no errors in the Account information. On Accounts with check-writing privileges, you must review your statement and imaged copies of paid checks, if any, we send you and report forgeries, alterations, missing signatures, amounts differing from your records, or other information that might lead you to conclude that the check was forged or that,

when we paid the check, the proper amount was not paid to the proper person. You have this duty even if we do not return checks to you or we return only an image of the check. You should notify us as soon as possible if you think there is a problem.

You agree that statements and any images of paid checks accompanying the statement shall be deemed to be "available" to you as of the statement mailing date, or the date on which electronic statements are available for viewing. Unless prohibited by federal regulation, if you assert against us a claim that an item was not properly payable because, for example, the item was forged or an endorsement was forged, you must cooperate with us and assist us in seeking criminal and civil penalties against the person responsible. You must file reports and complaints with the appropriate law enforcement authorities. If we ask, you also must give us a statement, under oath, about the facts and circumstances relating to your claim. If you fail or refuse to do these things, we will consider that you have ratified the defect in the item and agree that we may charge the full amount of the item to your Account.

You must notify us within 60 days of the date your Account statement is made available if you believe there is an error, forgery or other problem with the information shown on your Account statement. You agree not to assert a claim against us concerning any error, forgery or other problem relating to a matter shown on an Account statement unless you notified us of the error, forgery or other problem within 60 calendar days after we made your statement available to you.

Safekeeping

We may destroy original checks not less than 60 calendar days after the date your statement was made available. We will store, at no charge, paid checks drawn against the Account, either in their original form or in electronic media, for a period of seven years. During this period, we will provide a copy of any stored item on request, subject to the current Consumer Fee Schedule. If we have not retained originals, you agree not to make any claim against us arising out of the authorized destruction of your original checks or the clarity or legibility of any copy we provide.

Account Ownership

The following provisions explain the rules applicable to your Account depending on the form of ownership specified on the signature card. Only the portion corresponding to the form of ownership specified will apply.

Individual Accounts

An individual Account is issued to one person who does not intend (merely by opening the Account) to create any survivorship rights for any other person.

Joint Accounts

A joint Account is issued in the name of two or more persons. If more than one of you opens an Account and signs a signature card as a co-owner of an Account, the Account is a joint Account.

The following rules apply to all joint Accounts:

- a. Deposits: All deposits are the property of all of the owners of the Account. Each owner of a joint Account agrees that we may credit to the joint Account any

check or other item which is payable to the order of any one or more of you, even if the check or other item is endorsed by less than all or none of you. We may supply endorsements as allowed by law on checks or other items that you deposit to the Account. For certain checks, such as those payable by the government, we may require all payees to endorse the check for deposit.

- b. Orders: We may release all or any part of the balance of the Account to honor checks, withdrawals, orders, or requests signed by any owner of the Account. Any one of you may close the Account. We may be required by service of legal process to hold or remit funds held in a joint Account to satisfy an attachment or judgment entered against, or other valid debt incurred by, any owner of the Account. None of you may instruct us to take away any of the rights of another. If there is a dispute among you, you must resolve it yourselves and we do not have to recognize that dispute in the absence of any valid court order. Unless we receive written notice signed by any owner not to pay any joint deposit, we shall not be liable to any owner for continuing to honor checks or other orders drawn by, or withdrawal requests from, any owner; after receipt of any such written notice, we shall not be liable to any owner for refusing to pay any checks or honor any orders and we may require the written authorization of any or all owners for any further payments.
- c. Liability: Co-owners of a joint Account are jointly and severally liable for activity on this Account. In the event of any overdrafts on a joint Account, the joint owners agree that each owner shall be jointly and severally liable for the overdrafts in the joint Account, whether or not any particular owner: (a) created the overdraft, (b) had knowledge of the overdraft, (c) was involved in or participated in activity in the Account, or (d) derived any benefit from the overdraft.

All joint Accounts are presumed to be joint Accounts with the right of survivorship, unless the applicable state law does not permit this presumption or we have agreed with you in writing that the Account is owned in another capacity. If the Account is a joint Account with right of survivorship, each of you intends that, upon your death, the balance in the Account (subject to any previous pledge to which we have consented), will belong to the survivor(s), and we may continue to honor checks or orders drawn by, or withdrawal requests from, the survivor(s) after the death of any owner(s). If two or more of you survive, you will own the balance in the Account as joint tenants with right of survivorship. If the joint Account does not have a right of survivorship, you agree that upon the death of one co-owner, the balance in the Account at the time immediately before the death of the co-owner will be deemed to be owned in equal shares between all co-owners. After death and our receipt of notice of such death, the decedent's share will be set aside for the estate of the decedent and the survivors' shares in the Account balance will be at the disposal of the surviving co-owners.

No Two-Signer Accounts

We do not offer Accounts on which two or more signatures are required for a check or other withdrawal. Notwithstanding any provisions to the contrary on any signature card or other agreement you have with us, you agree that if any Account purports to require two or more signers on items drawn on or withdrawals from the Account, such provision is solely for your internal control purposes and is not binding on us. If more than one person is authorized to write checks or draw items on your Account, you agree that we can honor checks signed by any Authorized Signer, even if there are two or more lines on the items for your signature and two signatures are required.

Trust Accounts and Fiduciary Accounts

If you have opened the Account as trustee of a written trust or as trustee pursuant to court order, only the trustee will be allowed to withdraw funds or otherwise transact business on the Account as designated by the trust instrument or court order. We can request a certified copy of any trust instrument or court order, but whether or not a copy is filed with us, we will not be held responsible or liable to any of the written trust's beneficiaries for the trustee's actions. Beneficiaries acquire the right to withdraw only as provided in the trust instrument or court order.

Some jurisdictions have specific laws governing other specific types of fiduciary Accounts. If you establish one of these types of Accounts, you agree to comply with the laws applicable to such types of Accounts.

The person(s) creating a Trust or other Fiduciary Account may make changes to the Account, including changes to the beneficiaries or the Account type, and may withdraw funds on deposit in the Account, only as permitted by the trust instrument or court order.

With all fiduciary and custody Accounts, regardless of whether a written trust instrument has been provided to us, the owners and beneficiaries of the Account agree that we will not be liable if the trustee or custodian commits a breach of trust or breach of fiduciary duty, or fails to comply with the terms of a written trust agreement or comply with applicable law. We are not responsible for enforcing the terms of any written trust agreement or applicable law against the trustee or custodian. We may rely on the genuineness of any document delivered to us, and the truthfulness of any statement made to us, by a trustee or custodian.

Uniform Gifts/Transfers to Minors Act Accounts

If your Account is opened under the Uniform Transfers to Minors Act or Uniform Gifts to Minors Act, the funds in the Account belong to the minor you have named. You must provide to us the minor's Social Security Number. You, as custodian, or the custodian you have named, may withdraw all the funds in the Account at any time for the benefit of the minor you have named. Our contractual obligation to honor checks, orders, withdrawals or other requests related to the Account is with the custodian only. In the event of the custodian's death, the person named as successor custodian (as provided by law) will succeed to these rights. When the minor reaches the age of majority applicable in his or her jurisdiction, or at another time determined by applicable law, the custodian shall transfer any funds remaining in the Account to the minor or to the minor's estate. The custodian

authorizes us, at our discretion, to exercise the custodian's duty to transfer funds to the minor at the minor's request upon reaching the Age of Majority.

Minor Accounts

We offer Savings Accounts for minors. The minimum balance requirements and fees for Minor Savings Accounts are described in the Consumer Fee Schedule. When the minor reaches the Age of Majority in the state in which the Account is located, we will convert the Account to a regular Savings Account, subject to the minimum balance requirements and fees for Savings Accounts specified in the Consumer Fee Schedule.

Payable on Death

If your Account is opened as a Payable on Death (POD) Account, you retain complete withdrawal rights in the Account during your lifetime and for your own benefit. The named beneficiary has no withdrawal rights during your lifetime. You may change or close the Account, or change beneficiaries.

Time Deposits (Certificates of Deposit)

When you open a time deposit, you agree to keep your deposit with us for a specified period of time or agree to give advance notice prior to withdrawal, and we agree to pay you interest at an agreed upon rate, or an agreed formula for a rate, for that period of time. We often refer to a time deposit as a "CD" or "certificate of deposit" even though we do not issue a "certificate." We are not required to permit an early withdrawal from a time deposit and if we do, it will be on the condition of that you pay an early withdrawal fee and penalty. The amount of that penalty will be disclosed to you when you open such an Account.

Please review the **Truth-in-Savings Disclosure** for additional information regarding the terms of certificates of deposit, including grace periods, penalties, and compounding.

You may call us at 800-324-9375, visit one of our branches, or go to our website to find out what CD products and terms we offer.

Power of Attorney

We may, in our sole discretion (unless we are required by law to recognize a statutory form of power of attorney), recognize the authority of a person to whom you have given a power of attorney to enter into transactions relating to your Account, until and unless we receive written notice or we have actual notice of the revocation of such power of attorney. However, you must show us an original copy or certified copy of the power of attorney, properly notarized, and any other documentation we may ask for from time to time. The power of attorney and all other documents must be in a form satisfactory to us. We will not be liable for damages or penalty by reason of any payment made to, or at the direction of, a person holding a power of attorney.

Certified Taxpayer Identification Number or Social Security Number

Federal law requires you to provide to us a valid and certified Taxpayer Identification Number ("TIN") or Social Security Number ("SSN"). We may be required by federal or state law to withhold a portion of the interest credited to your Account in the following circumstances:

- a. You do not give us a correct TIN or SSN;
- b. The IRS tells us that you gave us an incorrect TIN or SSN;
- c. The IRS tells you that you are subject to backup withholding because you have under-reported your interest or other income;
- d. You fail to certify to us that you are not subject to backup withholding;
- e. You do not certify your TIN or SSN to us; or
- f. There may be other reasons why we may be required to do so under applicable law.

If we do this, the amount we withhold will be reported to you and the IRS and applied by the IRS to the payment of any Federal income tax you may owe for that year.

Credit Verification and Obtaining Financial Information

You agree that we may verify credit and employment history through third parties, including but not limited to consumer reporting agencies, or verify any previous banking relationships of yours for any Accounts you have with the Bank now or in the future. If an Account is declined based on adverse information, you may request from the consumer reporting agency a copy of the information supplied to us. Additionally, if your Account is closed for insufficient funds activity or other negative reason, a report may be made by us to one or more consumer reporting agencies or other third parties if permitted by applicable law. Please notify us if you have a dispute or if you have questions regarding the information we provide by writing to us at: WaFd Bank, 5777 N. Meeker Ave, Boise, ID 83713. Please provide your name, Account number, and why you believe there is an inaccuracy or describe the item you are not sure about. We will complete any investigation and notify you of our findings and, if necessary, corrections. Please note that calling us will not preserve your rights.

Adverse Claims and Legal Process

We are not obligated to honor any claim against or involving an Account unless we are required to do so by order of a court or government agency that has jurisdiction over us, or pursuant to applicable law. This rule applies to any person asserting any rights or interest regarding an Account, including you and other persons who are authorized to make withdrawals or write checks or who present a power of attorney signed by you.

If we receive notice of any claim or dispute or of any legal proceeding we reasonably believe involves you or any of your Accounts, in our discretion we may suspend transactions on any Account which we believe to be affected until final determination of the claim or proceeding. We may place a hold on any funds in the Account and suspend transactions whether the affected Account is in your name alone or is a joint Account. An Account

may be suspended even though the suspension may have been due to inadvertence, error because of similarity of the names of depositors, or other mistake. You agree that we may comply with any state or federal legal process, including, without limitation, any writ of attachment, adverse claim, execution, garnishment, tax levy, restraining order, subpoena or warrant relating to you or your Account which we believe to be valid, without any liability from us to you. You agree that if we are served with legal process at any of our branches or offices, we may comply with it, even if it is served at a location other than where your Account was opened. Further, you agree that we may comply with such process as we deem appropriate under the circumstances even if the legal process or document appears to affect the interest of only one owner of a joint Account. In such case, we may refuse to permit withdrawals or transfers from your Account until such legal process is satisfied or dismissed even if such action results in insufficient funds to pay a check you have written or otherwise satisfy an obligation you may have incurred.

You agree that we are entitled to a processing fee, for which you are liable to us, upon receipt of any legal process. We may deduct such fee, as well as any expenses, including without limitation attorneys' fees, in connection with any such document or legal process, from your Account or any other Account you may have with us without prior notice to you, or we may bill you directly for such expenses and fees. Any garnishment, attachment or other levy against your Account shall be subject to our right of offset and security interest.

You agree that we will not pay and you shall not be entitled to receive interest on any funds we hold or set aside in connection with or in response to legal process. Finally, you agree that we may accept and comply with legal process, irrespective of how and/or where it was received even if the law requires any particular method of service.

You agree to indemnify us against all losses, costs, attorneys' fees, and any other liabilities that we incur by reason of responding to or initiating any legal action, including any interpleader action we commence involving you or your Account. As part of that indemnity, in the event we incur liability to a creditor of yours as a result of our response or failure to respond to a legal action, you agree to pay us on demand the amount of our liability to your creditor and to reimburse us for any expense, attorneys' fees, or other costs we may incur in collecting the amount from you.

We may, in our sole discretion and without any liability to you, initiate an action in interpleader to determine the rights of the persons making adverse claims to your Account. We may exercise the right regardless of whether the persons making the adverse claims have complied with all statutory requirements pertaining to adverse claims, such as posting a bond or giving other surety. Upon initiation of an interpleader action, we will be relieved and discharged of all further duties and obligations.

Restricting Your Account

In addition to other reasons specified in the Account Agreement, we may decline or prevent transactions to or from your Account to protect you or us, or to comply with legal or regulatory requirements. We may refuse, freeze, reverse or delay any

specific withdrawal, payment or transfer of funds from your Account to hold them pending investigation, including in one or more of the following circumstances:

- a. We receive conflicting information or instructions regarding Account ownership, control or activity.
- b. We suspect that you may be the victim of a fraud, scam or financial exploitation, even though you have authorized the transaction(s);
- c. We suspect that any transaction may involve illegal activity or may be fraudulent;
- d. We are complying in our sole judgment, with any federal, state or local law, rule or regulation, including federal asset control and sanction rules and anti-money-laundering rules, or with our policies adopted to assure that we comply with those laws, rules or regulations; or
- e. We reasonably believe that doing so is necessary to avoid a loss or reduce risk to us.

We also may limit cash deposits to, or withdrawals from, your Account (or all of your Accounts collectively) in a single transaction or total withdrawals or deposits during any period of time, or who may make deposits, in order to reduce risk and/or enhance our efforts to comply with applicable law.

Subject to applicable law, we will have no liability for any action we take under this section.

If You Owe Us Money

If you withdraw funds from your Account that you do not have a right to withdraw, including the amount of a check or other item which we later charge back to your Account or any amounts that may be credited to your Account in error, you will have to pay us back. If you do not, we can bring a lawsuit against you to get the money back. We can also do this if you owe us any fees or charges in connection with your Account and you do not pay us. If we bring a lawsuit against you, you agree to pay our court costs and reasonable attorneys' fees as awarded by the court and as permitted by law.

Right of Offset

Unless we are prohibited by applicable law, we may take any funds in any of your Account(s) to pay any debt you owe us that is in default. This is called the right of offset and applies to all funds of yours in our possession now or in the future but does not apply to funds held in an IRA or other tax deferred Accounts. We can use this right of offset without giving you any notice (unless notice is required by applicable law) and without going through any legal processes or court proceedings. If this is a joint Account, the right of offset applies to deposits of each co-owner to pay the debts owed to us by any or all of you. Likewise, we could withdraw money from an Account owned by only one person and apply it to reduce the joint debt of that person and another person. This right of offset does not apply to your Account if the debtor's right of withdrawal arises only in a representative capacity or if the debt arises from a consumer credit card.

We also have a right to place a hold on funds in your Account(s) if we have a claim against you or pending exercise of our right of offset. If we place a hold on your Account, you may not withdraw

funds from the Account and we can refuse to pay checks or other items drawn on the Account. In addition to any right of offset, you hereby grant to WaFd Bank a security interest in your Accounts to secure all loans or other extensions of credit, now or in the future.

Death/Incompetence

Your death, or a declaration that you are legally incompetent to handle your affairs, does not end our authority to pay checks signed or other items authorized by you, to accept deposits or to collect items deposited until we receive written notice of your death or declared incompetence. Even after we receive notice, we can pay checks or other items authorized by you before your death or declared incompetence for such period of time permitted under applicable law.

On joint Accounts, your death or declared incompetence does not affect the rights of any other owner of the Account to make deposits, make withdrawals or, if applicable, write checks. We may require the surviving owners and any in-trust-for Account beneficiary to provide reasonable proof of your death or incompetence and, in some jurisdictions, provide any tax releases or other documents or consents needed from government authorities before we pay any checks or other items authorized on your joint Account or allow the surviving owners or your beneficiary to withdraw any funds from the Account. Each of you is responsible for notifying us when any other joint owner of an Account dies.

Certain checks or other items made payable to a deceased joint Account holder (e.g. Social Security checks or electronic deposits) must be returned to the issuer and may not be used, cashed or disposed of in any other way by the surviving Account holders. If such items are used, cashed or disposed of by any one or all of the surviving Account holders, each Account holder remains liable for the amount of the item and any charges incurred as a result of the improper use of the item. In our discretion, we can charge your Account for the amount of these items and remit payment to the issuer of the item.

Abandoned Accounts and Unclaimed Property

State and federal law and our policy govern when Accounts are considered abandoned. The applicable state law is generally the state listed in the address for your Account statement. Your Account is usually considered abandoned if you have not performed at least one of the following activities for the period of time specified in the applicable state's unclaimed property law: made a deposit or withdrawal, written to us about the Account, or otherwise shown an interest in the Account, such as asking us to keep the Account active. Our fees, charges and interest payments, and automatic deposits and withdrawals, are usually not considered activity.

We are required by the unclaimed property laws to turn over Accounts considered abandoned to the applicable state. Before we turn over an abandoned Account, we may send a notice to the address we currently show for the Account statement. We may not send this notice if mail we previously sent to this address was returned. Unless prohibited by the applicable state law, we may charge to the Account our costs and expenses of any notice, advertisement, payment and delivery of the Account to the applicable state agency. After we turn the funds over to the state,

we have no further liability to you for the funds and you must apply to the appropriate state agency to reclaim your funds.

Inactive Accounts

We will consider your Checking Account inactive if there is no activity in your Account for a period of 180 consecutive days. We will consider your Savings and Money Market Account inactive if there is no activity in your Account for a period of one year. If we consider your Account inactive, then (unless prohibited by federal law or the law of the state where we maintain your Account) we may:

- a. charge inactive account fees on the Account in addition to regular monthly maintenance and other fees (see the Consumer Fee Schedule),
- b. stop sending statements, if the Account received interest;
- c. stop paying interest on the Account; and
- d. refuse to pay items drawn on or payable out of the Account.

If you re-establish contact with us, we do not have to reimburse you for these fees and we are not liable to you for any interest that would otherwise have accrued on your Account.

Limited Liability

If we make a mistake and for example, charged you more than we should have, we will correct the error, so long as you give us sufficient and timely notice under the Account Agreement and applicable law, and an opportunity to fix it. You agree that, to the extent not prohibited or restricted by applicable law or the Account Agreement, we will not be liable to you for performing or failing to perform our services under or in connection with the Account Agreement unless we have acted in bad faith. If a court establishes our liability to you under the Account Agreement, unless prohibited or restricted by applicable law or the Account Agreement, you agree that you may recover only your actual damages from us and we will not be liable for any indirect, incidental, special, consequential or punitive damages. This Account Agreement and the deposit relationship do not create a fiduciary, quasi-fiduciary, or special relationship between you and us. Our deposit relationship with you is that of debtor and creditor. Our internal policies and procedures are solely for our own purposes and do not impose on us a higher standard of care than otherwise would apply by law without such policies or procedures.

Default

Your Account may be in default if: (a) you have repeatedly overdrawn your Account; (b) you do not repay immediately any overdraft; (c) you do not comply fully with any term or condition of this Account Agreement or of any other agreement you may have with us; or (d) you give us false or misleading information about yourself or any of your deposit or credit relationships with us or with others. If you are in default, we may close any or all of your Accounts without notice (unless notice is required under applicable law), or we may exercise all available rights and remedies provided elsewhere in this Account Agreement or other agreements and all rights and remedies available at law or equity.

Indemnity

You agree to indemnify, and hold us harmless from and against any and all losses, liabilities, penalties, damages, costs, expenses (including, but not limited to, attorneys' fees and court costs) or other harm or injury that we may incur as a result of any claim asserted against us by any third party arising out of any action at any time taken or omitted to be taken by (i) you under or in connection with this Account Agreement, including, but not limited to, your failure to observe and perform properly each and every obligation in accordance with this Account Agreement and any other agreement which you enter into with us; or (ii) us in reliance upon any certification, evidence of authority, or other document or notice given or purporting to have been given by you to us, or any information or order which you provide to us. This indemnification does not apply to claims that you may assert against us, or to any amounts we are obligated to pay you under the terms of this Account Agreement or applicable law.

If you give us instructions we believe may expose us to potential liability, we may refuse to follow your instructions. If we decide to follow your instructions, you agree to indemnify us against all losses, costs, attorneys' fees and any other liabilities we incur. In addition, we may ask you for certain protections, such as a surety bond or your indemnity in a form satisfactory to us.

Jury Trial Waiver

YOU AND WE EACH AGREE THAT NEITHER YOU NOR WE SHALL (A) SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER ACTION BASED UPON, OR ARISING OUT OF, THIS ACCOUNT AGREEMENT OR ANY ACCOUNT OR THE DEALINGS OF THE RELATIONSHIP BETWEEN YOU OR US, OR (B) SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS SECTION SHALL BE SUBJECT TO NO EXCEPTIONS. NEITHER YOU NOR WE HAVE AGREED WITH OR REPRESENTED TO THE OTHER THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES. YOU AND WE EACH ACKNOWLEDGE THAT THIS WAIVER HAS BEEN KNOWINGLY AND VOLUNTARILY MADE.

Demand Deposit Accounts and Sub-Accounts

For regulatory accounting purposes, all Checking Accounts consist of two separate sub-accounts: a transaction sub-account, and a non-transaction sub-account. We may periodically transfer funds between these two sub-accounts without notice to you, as often as once a day. On a sixth transfer during a calendar month, any funds in the savings sub-account will be transferred back to the checking sub-account. This process will not affect your available balance, the interest you may earn, FDIC insurance protection, or your monthly statement.

These sub-Accounts are treated as a single Checking Account for purposes of deposits and withdrawals, access and information, statement reporting, and any fees or charges. There are no separate or additional balance requirements, fees, or charges associated with the creation of these sub-Accounts. If your Checking Account is a non-interest bearing Account, neither the transaction sub-Account nor the non-transaction sub-Account receives any interest. If your Checking Account is an interest-bearing Checking Account, both the transaction sub-Account and

the non-transaction sub-Account receive the same interest rate at all times, and your periodic statement will reflect a single blended Annual Percentage Yield ("APY") and APY Earned.

Changes to Our Agreement with You

We may amend this Account Agreement from time to time, including by adding, deleting or amending existing terms, or adding or discontinuing services or accounts, by providing you with notice by mail to the address we currently have for your statement, or if you have agreed to this method, by providing it to you electronically. Any change is effective immediately unless required otherwise by law. If a notice of a change to this Account Agreement is returned to us as being undeliverable or if we stop sending notices to you because notices or statements we previously sent you were returned as being undeliverable, you understand that the notices are available to you at our branches and you agree to that method of delivery. Unless otherwise required by law, we may also amend the Account Agreement without prior notice by posting the information in our branches, on our website, or otherwise making it available to you. If we notify you that the terms of your Account have changed or make the changes available as described above and you continue to have your Account after the effective date of the change, you have agreed to the new terms. You can obtain a copy of our current Account Agreement in our branches or on our website: www.wafdbank.com.

Closing Your Account

You or we may close your Account at any time for any reason or no reason without prior notice. If we close the Account, we will advise you in writing that we have done so and mail you a check for the collected account balance. We may, in our sole discretion, withhold a sufficient sum to cover any outstanding items and likely fees. If we withhold any money for such contingencies, we will refund the remaining funds after we are satisfied that no further withholding is necessary. If you close the Account, you will still be responsible for any outstanding checks written, or service charges or overdrafts incurred before, during or after the time you closed the Account. If your Account is closed within 90 days of opening, we may assess a closed account fee (see the Consumer Fee Schedule). We are not required to close the Account at your request if the Account is overdrawn or subject to legal process (such as a garnishment, attachment, execution, levy or similar order), or until all known authorized or outstanding items (including checks, ATM, point-of-sale, ACH and other electronic transactions) have been paid from your Account and any outstanding disputes (including but not limited to disputes regarding electronic transfers, ACH transactions or other unresolved internal research requests/disputes concerning the Account) have been resolved. In those cases, we will restrict your Account against all future withdrawals other than under legal process until pending transactions are paid or returned, the balance is no longer negative, and any legal restriction has been released. If your Account is inactive and has a zero balance for at least 90 days, we will assume you intended to abandon your Account and close it.

After your Account is closed, we have no obligation to accept deposits or pay any outstanding checks, but we may, in our sole discretion, reopen your Account if we receive a deposit for credit or a check or other item is presented for payment from

the Account, or to resolve any outstanding disputes. We will have no liability for refusing to honor any item or request for payment presented on a closed Account. If we do not reopen your Account, any items presented for payment after an Account has been closed will be returned to the payee and you will be liable for any associated charges and any additional deposits or electronic credits (including Social Security, pension payments and automatic payroll deposits) will be returned to the originator.

Governing Law

This Account Agreement is governed by the laws and regulations of the state where your Account is located. This Account Agreement is also at all times governed by federal law.

Severability and Change of Law by Agreement

A determination that any part of this Account Agreement is invalid or unenforceable will not affect the remainder of this Account Agreement. If any part of this Account Agreement is inconsistent with any applicable law, then to the extent the law can be amended or waived by contract, you and we agree that this Account Agreement governs and the law is amended or waived by this Account Agreement.

Venue

In the event of any action arising out of or relating to your Account or this Account Agreement, venue shall be in a state or federal court closest to either the principal office or the city where the Account was established with us, of the party against whom the matter is filed.

Attorneys' Fees

In any action arising out of or relating to your Account or the Account Agreement, the prevailing party will be entitled to recover costs and reasonable attorneys' fees.

Online and Mobile Banking

We offer certain banking services using a personal computer or other internet enabled system ("Online Banking") and using a mobile device, including a mobile phone or other mobile device that is web-enabled or capable of sending and receiving text messages ("Mobile Banking"). Use of Online Banking and Mobile Banking is also governed by the Online Banking Agreement, which is available on our website. In order to use Online Banking or Mobile Banking, you must agree to the terms and conditions of the Online Banking Agreement. Online and Mobile Banking are not available for Accounts held in Retirement and Savings Plans.

Part II: Truth in Savings Disclosure

Accounts Covered

"Accounts" covered by this Disclosure include all deposit Accounts, including Checking, interest-bearing Checking, Money Market Accounts, Passbook Savings (where applicable), Certificates of Deposit and Statement Savings. Your Account will be considered open when you sign a signature card and we receive credit for your initial deposit. You must also complete and sign any other Account documentation that we may require from time to time to maintain your Account.

Schedules

"Consumer Fee Schedule" means the Schedule of Consumer Fees & Service Charges, as amended from time to time, provided to you at Account opening and also available at our branches and on our website. The Consumer Fee Schedule sets out the fees applicable to your Accounts, including any monthly service fees. The Consumer Fee Schedule may be amended with 30 days' notice to clients whose Account terms will be negatively impacted by the amendments.

"Rate Sheet" means the Personal Deposit Rate Sheet, as amended from time to time, provided to you at Account opening and available at our branches and on our website. The Rate Sheet is considered a part of this Truth-in-Savings Disclosure.

Minimum Balance Requirements (All Accounts)

To Open an Account: To open a Checking, Savings or Money Market Account, you must deposit the amount specified for your type of Account shown on our Consumer Fee Schedule, which is posted on our website at www.wafdbank.com and is made available to you when you open a new Account.

Minimum Balance to Earn Interest: No interest is accrued for any day(s) the collected balance in your Account is below the minimum balance to earn interest for your type of Account shown in the accompanying Consumer Fee Schedule.

Minimum Balance Fees: For Savings and Money Market Accounts, a minimum balance fee specified for your type of Account in the Consumer Fee Schedule will be imposed for any monthly statement period in which the balance of the Account falls below the specified minimum balance any day of that monthly statement period. For Stellar Plus Checking Accounts, a minimum balance fee specified for your type of Account in the Consumer Fee Schedule will be imposed for any monthly statement period in which the average daily balance for that monthly statement period falls below the specified minimum balance. The average daily balance is calculated by adding the principal in the Account for each day of the monthly statement period and dividing that figure by the number of days in the monthly statement period. The minimum balance fee for a Stellar Plus Checking Account will be waived for any monthly statement period in which, on the last day of the monthly statement period, the balance of that Checking Account, together with all other Deposit Accounts with the same primary tax identification number, exceeds the amount specified in the Consumer Fee Schedule to waive the fee assessment.

Interest Rate Information

The current interest rate on your Account and the Annual Percentage Yield (APY) are shown on our Rate Sheet. You may also call 800-324-9375 for current rate and yield information. The interest rate and APY may change. In order to obtain the APY disclosed on the Rate Sheet, you must maintain the required minimum balance in the Account each day for that account type and APY. We compound interest monthly and credit interest on the last day of the statement cycle.

Computation Method

We use the daily balance method to calculate interest. This method applies a daily periodic rate to the principal in your Account each day. Interest begins to accrue no later than the Business Day we receive credit for the deposit of non-cash items (e.g., checks). Interest on cash deposits begins to accrue on the same Business Day we receive them. Interest begins to accrue on the same Business Day wire transfers are received if we receive the wire by 2:00 PM Pacific Time; otherwise, interest begins to accrue on the next Business Day.

Transaction Limitations on Savings and Money Market Accounts

For any Statement Savings Account (including Money Market Accounts), you may make as many in-person withdrawals at a teller window or any Automated Teller Machine ("ATM") as you wish. During a calendar month, you may make no more than a total of six (i) preauthorized, automatic, electronic (including online and mobile), or telephone withdrawals or transfers to another account of yours or to a third party, and (ii) payments by check, draft, debit card, or similar order payable to another account of yours or a third party. Withdrawals and transfers from Savings and Money Market Accounts in excess of this limit will result in an Excess Transaction fee disclosed in the Consumer Fee Schedule for each transaction posted. We may close Savings and Money Market Accounts with (i) excess withdrawal activity more than three months within a consecutive 12-month period will be closed or (ii) with more than 25 excess withdrawals during a calendar month.

Time Deposits (Certificates of Deposit)

Time deposits or certificates of deposit are referred to herein as "Certificates" or "Certificates of Deposit." "Grace Period" means the 10 calendar-day period following the maturity date of your Certificate.

Interest:

Basis: 365/365 (366/366 leap year) compounded daily. Interest begins to accrue no later than the Business Day we receive credit for the deposit of non-cash items (e.g., checks). Interest begins to accrue on the same Business Day cash deposits are received. Interest begins to accrue on the same Business Day wire transfers are received if the wire is received by 2:00 PM, Pacific Time; otherwise, interest begins to accrue on the next Business Day. We use the daily balance method to calculate interest. The daily balance method applies a daily periodic rate to the principal in your Account each day.

Rate: The current offering rates are shown on our Rate Sheet, which is posted on our website at www.wafdbank.com and is made available to you when you open a new Account. You may also call 800-324-9375 or visit one of our branches for current rate and yield information. The rate is set according to the term and deposit amount at the time of opening and is fixed for the term. The rate will not change due to additions, if allowed, or withdrawals. Interest credited must be left in the Account to earn the disclosed Annual Percentage Yield (APY). Any withdrawals of interest or principal will reduce earnings. The interest rate on deposits of more than \$1,000,000 is negotiable and must be approved in advance.

Credited: Accrued interest is credited on or before the last Business Day of the quarter and on the calendar day prior to the maturity date. If the term is one year or less, interest may be deferred by being paid on the calendar day prior to maturity only. If the term is greater than one year, interest must be paid at least annually (December 31) and at maturity. Interest credited and available may be withdrawn anytime without penalty within the current term but if you withdraw interest prior to the maturity date you may not earn the disclosed APY.

Minimum Balance: \$1,000 (\$500 for minor Accounts) is required to open and maintain the Account. If the Account balance falls below the minimum, it may be closed and be subject to an early withdrawal penalty.

Initial Deposit or Additions: Deposits to establish the Account or additions to the Account during the Grace Period are credited subject to final collection. We do not accept credit card checks. We do not allow additions during the term unless the Account is held in an IRA, SEP-IRA, ESA, or Keogh Plan.

Renewal: The Certificate will automatically renew for the renewal term specified on the maturing Certificate at the interest rate offered at the time of renewal for Certificates with like amounts and maturities. Any accumulated interest becomes principal upon renewal and unless withdrawn during the Grace Period, will be subject to penalty if withdrawn during the new term. We will give you 30 days' notice if we are not renewing the Certificate. If we do not renew the Certificate, on the maturity date the Account will begin earning at the then current savings rate and computation method.

Early Withdrawal Penalty: We will impose a penalty if you withdraw any of the deposited funds prior to the maturity date. We calculate the penalty using the same rate and computation method we disclosed on the Certificate of Deposit. The amount of the penalty depends on the current term of the Certificate, as follows:

Term	Interest Penalty
One year or less	90 days Interest
Exceed one year, up to four years	180 days Interest
Four years or more	365 days Interest

We will charge the full penalty regardless of the amount of time the funds actually have been on deposit. We will not impose a penalty to close or transfer the entire balance of the Certificate in the event of death or declaration of incompetency of any Account holder.

Grace Period: During the Grace Period you may add or withdraw funds, subject to the minimum balance requirements, without interest penalty. We will pay interest on funds withdrawn during the Grace Period at the renewal term rate calculated on a simple interest basis. If you close your Account during the Grace Period, we will pay interest on the amount withdrawn calculated at the then current savings rate on a simple interest basis. You may only make changes during the Grace Period once and you must give us all instructions for changes at the same time. Once a change is made, the Certificate renews, the Grace Period expires and no additional changes are allowed.

Additional Rules for IRA, SEP-IRA, ESA and Keogh Plans

Minimum Balance: \$100 if the term is 23 months or less. If the term of the certificate exceeds 23 months, the minimum balance is \$1,000.

Additions: If the term is 23 months or less, regular annual contributions are allowed during the term. Transfers within the plan, trustee transfers, and rollover contributions are allowed only during the Grace Period.

Waiver of Early Withdrawal Penalty: Upon reaching age 59^{1/2}, we will waive the early certificate withdrawal penalty on participant distributions from an IRA or KEOGH Plan up to an accumulative 20% of the opening (or last renewed) Certificate balance in a calendar year.

Additional Rules for Boost Rate Certificates

Boost Rate Feature: If this Certificate includes a Boost Rate feature you have the option of changing the interest rate one time, at any time during the initial term, to the interest rate we are currently offering on Certificates that match the period remaining from the initial term. Once you use this Boost Rate feature the then current rate will be the rate on your Certificate until maturity. Your annual percentage yield will change accordingly if you exercise this option. Any renewal will not include the Boost Rate feature.

Additions: At the time the Boost Rate feature is exercised you may make a onetime addition to the principal of the Certificate. The additional deposit may be up to \$100,000 or the amount of the original deposit, whichever is less.

Fees

See the accompanying Consumer Fee Schedule for other possible charges connected with your Account. If you would like more information about your Account, please call us at 800-324-9375.

Part III: Funds Availability Disclosure

Funds "availability" means your ability to withdraw funds from your Account, whether those withdrawals are made in cash, by check, automatic payment, or any other method we offer you for access to your Account. If deposited funds are not available to you on a given day, you may not withdraw funds in cash and we may not use the funds to pay items that you have written or honor other withdrawals you request. If we pay items that you have written or honor other withdrawals before funds are available to you, this may result in an overdraft and we may charge a fee for this. Please see the Consumer Fee Schedule for overdraft fees.

Your Ability to Withdraw Funds

Our policy is to make available certain funds deposited in your Account on the first Business Day after the day we receive your deposit. In some cases, we may delay your ability to withdraw funds beyond the first Business Day.

Determining the Availability of a Deposit

The day funds become available and the length of the delay is determined by counting Business Days from the day of your deposit. Every day is a Business Day except Saturdays and Sundays. If you make a deposit in person on a Business Day we are open, we will consider that day to be the day of your deposit for purposes of calculating when your funds will become available. If you make a deposit on a day that is not a Business Day, or on a day we are not open, we will consider that the deposit was made on the next Business Day we are open.

The length of the delay varies depending on the type of deposit and is explained below. We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will disclose to you when the funds will be available. This disclosure will be given at the time of deposit. If a hold is placed after the transaction has occurred or on a mail/night drop check deposit, written notice will be mailed no later than the next Business Day.

Same Day Availability

Funds from electronic direct deposits to your Account will be available on the day they are received into your Account.

Next-Business Day Availability

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

- Wire Transfers.

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

- Cash
- U.S. Treasury checks payable to you.
- State and local government checks payable to you.
- Cashier's, certified, and teller's checks that are payable to you.
- Federal Reserve Bank checks, Federal Home Loan Bank checks, U.S. Postal Service money orders, and traveler's checks, if these items are payable to you.

Other Check Deposits

If you make a deposit in person to one of our employees, the first \$200 from the deposit of other domestic checks will be available on the first Business Day after the date of your deposit. If the amount of the deposit is not already collected, these checks are subject to a case-by-case delay, but the remaining funds will generally be available on the second Business Day after the deposit.

Holds on Other Funds (Other Accounts)

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another Account with us. If you have a Line of Credit with us, we may alternately reduce your available funds on the Line of Credit to cover the deposit. You may be subject to additional fees as provided in the Consumer Fee Schedule. If you need to be sure when a particular deposit will be available for withdrawal, please ask.

Special Rules for New Accounts

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

Funds from electronic direct deposits will be available on the day they are received into the Account.

Funds from cash deposits made in person to one of our employees and wire transfers will be made available on the first Business Day after the day of deposit.

The first \$5,000 of a day's total deposits of U.S. Treasury checks, state and local government checks, cashier's, certified, and teller's checks, Federal Reserve Bank checks, Federal Home Loan Bank checks, U.S. Postal Service money orders, and traveler's checks, if these items are payable to you, will be made available on the first Business Day after the day of deposit. With the exception of U.S. Treasury checks, if you do not deposit these checks in person to one of our employees (for example, you mail us a deposit), the first \$5,000 will not be available until the second Business Day after the day of your deposit. The excess over \$5,000 of these check deposits, whether made in person or by other means, will be made available by the seventh Business Day after the day of deposit.

Funds deposited from other domestic checks not listed above will be made available no later than the seventh Business Day after the day of deposit.

Longer Delays May Apply

In some cases, we will not make available to you funds deposited by check by the first Business Day after deposit. Depending on the type of check you deposit, funds will be made available to you no later than the seventh Business Day after deposit. The first \$200 of your deposit, however, will be made available by the first Business Day after your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

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

- We believe a check you deposit will not be paid (for example, there are alterations or changes to the face of the check, or missing information on the check, or the endorsement is missing or appears invalid, or we receive information from the paying bank that the check will not be honored, or state or federal law prohibits the paying of a check).
- You deposit other domestic checks totaling more than \$5,000 on any one day.
- Your Account(s) has been repeatedly overdrawn in the past six months.
- You redeposit a check that has been returned unpaid.
- There is an emergency, such as failure of computer or communications equipment, or other situation beyond our control that interrupts the normal course of business.

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. If your deposit is not made directly to one of our employees (including a deposit made at an ATM) or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit. If we extend the time that funds will be available and do not furnish you with written notice at the time of deposit, we will refund any fees for any subsequent overdrafts or return of checks or other debits to the account caused by delaying the funds availability on the deposited checks, if (i) the overdraft or return of the check would not have occurred except for the fact that the deposited funds were delayed; and (ii) the deposited check was paid by the paying bank. To request a refund, please visit a Bank branch or contact us by phone at the Customer Care Center 1-800-324-9375.

Deposits Not Made in Person

All deposits not made in person are subject to delays in availability. In addition, we reserve the right not to accept, reject, or reverse a deposit not made in person if we deem the deposit does not follow our deposit guidelines, is affected by state or federal check acceptance guidelines, or is in violation of law. Deposits are considered received when the transaction has successfully completed. A confirmation message or receipt will be provided notifying you if the transaction was approved.

ATM Deposits

When you deposit a check at an ATM, regardless of the type of check, we will make the first \$200 available no later than the first Business Day after the day of deposit. All remaining funds deposited will be made available by the second Business Day after deposit, unless we deem a longer delay is necessary. When possible, cash deposited at the ATM will be made available no later than the first Business Day after the day of deposit. In some instances, we may only make the first \$200 available. The ATM will notify you if funds are placed on hold at the time of deposit.

Mobile Deposits

When you deposit a check via our Mobile Deposit service, regardless of the type of check, we will make the first \$200 available no later than the first Business Day after the day of deposit. All remaining funds will be made available by the second Business Day after deposit, unless we deem a longer delay is necessary. Mobile Deposits are subject to the limits specified in the Online Banking Agreement.

Part IV: Electronic Funds Transfers Disclosure

A Customer's Guide to Electronic Fund Transfers
The Electronic Funds Transfer Act and Regulation E require disclosure of your rights and responsibilities when using the electronic funds transfer services we offer.

Disclosure Statement

You have authorized us to make fund transfers on your behalf and/or have requested the use of electronic fund services and facilities. All electronic fund transfers are subject to the terms and conditions outlined below. Your use of a WaFd Bank Debit or ATM Card is subject to those same terms and conditions and the following conditions:

- The card(s) remain our property and will be surrendered immediately to us upon request.
- You will abide by our rules and regulations regarding the maintenance of your Checking Account and the terms and conditions governing the issuance and use of any card(s) as set out in this Agreement and any amendments.
- We may cancel your card(s) or electronic transfer services at any time, without prior notice, except as provided by applicable law.

Types of Available Funds Transfers and Services

WaFd Bank Debit or ATM Card

If you request and qualify, we will issue you a WaFd Bank Debit or ATM Card and you will select a personal identification number (PIN). The card must be linked to your Account with qualified personal ownership.

Debit and ATM Card Security

Keep your card in a safe place. It is important to keep your PIN secret. Do not write your PIN on your card or store it with your card. Do not let someone else enter your PIN for you. If you perform transactions over the telephone using your card, do not disclose your PIN. Do not disclose information about your card in response to an unsolicited email or request.

Using your WaFd Bank Debit or ATM Card

You may make ATM cash withdrawals using any ATM network we participate in. The owner or operator of the ATM may assess a fee. These fees may be included in the total transaction amount that is withdrawn from your Checking Account and shown on your Account statement. You may be charged a fee for a balance

inquiry even if you do not complete a fund transfer.

You may make Point-Of-Sale (POS) purchases of goods and services at merchants displaying the Visa® logo. Participating merchants may also provide the option of obtaining cash back over and above the amount of the purchase. The amount of each authorized transaction is deducted from your Checking Account.

Deposits made at an ATM are credited to your Account effective the day you process the transaction. We may delay your ability to withdraw funds deposited in this manner. Please refer to the Funds Availability Disclosure, available at any branch location. Balances are subject to final collection, and we may charge back the deposit to your Account for items we are unable to collect. We do not accept ATM deposits of credit card checks, foreign checks or checks not in U.S. dollars. All check deposits are subject to standard payee endorsement requirements.

You are required to notify us at least 48 hours in advance to authorize transactions originating from outside the United States. Without prior notification and authorization, international transactions may be denied. You can notify us by contacting your local Bank branch or calling us at 1-800-324-9375.

ATM transactions and POS purchases outside the U.S. which are converted to U.S. dollars by the network that handles the transaction will convert the local currency amount of the transaction to U.S. dollars. Rates are selected by the network from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate the network itself receives or the government-mandated rate in effect for the applicable central processing date. If the merchant that handles the POS purchase converts the currency, the merchant will determine the currency conversion rate. For each purchase transaction in a foreign currency, we will pass through a Foreign Currency Conversion Fee, which is based on the amount provided to us by the network in U.S. dollars.

There is no limit on the number of times you may use your WaFd Bank Debit or ATM Card each day so long as you do not withdraw more than the daily dollar limit or your available balance, whichever is less. The standard daily dollar limit for ATM withdrawals is \$500. The standard daily dollar limit for purchases is \$3,000. If you request and qualify, we will increase your daily dollar limit for purchases.

Online Banking

In addition to transactions initiated by using your WaFd Bank Debit or ATM Card, there are other electronic banking transactions that you may initiate through your Account through our Online Banking and Mobile Banking Services, including: (1) transfer funds between your Checking and Savings Accounts, (2) make payments from your Checking or Savings Accounts to your Loan Account, (3) pay bills directly from your Checking Account in the amounts and on the days you request, (4) transfer funds to your Accounts at other financial institutions, and (5) transfer funds to third parties.

Preauthorized Transfers from Your Account

You may use your Account or debit card to make recurring payments by preauthorizing an electronic fund transfer from one of your WaFd Bank Checking or Money Market Accounts to a

payee you designate. If these recurring payments vary in amount, the person you are going to pay should tell you the amount and date of the next payment at least 10 calendar days before the payment due date. Visa may provide updated debit card information, including your expiration date and card number, with merchants that have an agreement for reoccurring payments. You may opt out of this service by calling 1-800-324-9375.

Stop Payment of Preauthorized Transfers

You can stop a recurring payment from your Account by contacting us by phone or by visiting a Bank branch at least three Business Days before the scheduled date of the transfer you wish to stop. If you provided your debit card number for the preauthorized transfer, we may either cancel the card and issue a new one to replace it or block specified payments from your Account for the payee whose name you provide us. If you provided your Account number and the Bank routing number to authorize the payment (an ACH direct debit), we will block the payments you specify from the payee whose name you provide us. You will need to provide us with your card number, if applicable, your Account number, the exact name of the payee, and the amount of the payment. All oral requests must be confirmed within 14 calendar days of the request using our stop payment form. If you cannot provide all the information requested in the stop payment form, we may not be able to process your request. 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 only be liable for the amount of your actual loss and damage. Stop payment orders using the Bank's stop payment form are effective until removed by you. The fee for stop payment orders is available in the current Consumer Fee Schedule.

Preauthorized Transfers to Your Account

We provide preauthorized credit services, which is referred to as Direct Deposit of Recurring Payments. This service allows you to ask that recurring payments, which you designate, such as Social Security or payroll, be deposited directly to your Account. If you have made arrangements to have direct deposits made to your Account from the same person or company at least once every 60 calendar days, you may call your branch to learn if the scheduled transfer did occur.

Preauthorized transfers to your Account are subject to Article 4A of the Uniform Commercial Code which, among other things, provides that all deposits received to your Account, whether originated by us or originated by another party, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from your Account in the amount credited and the party originating such payment will not be considered to have paid the amount so credited.

Documentation of Transactions

ATM and Point of Sale (Merchant) Transactions: You will get a receipt at the time you make an ATM withdrawal or POS transaction.

Periodic Statements: We will send you a monthly Account statement for your Checking or Savings Account. If your Account is a Certificate of Deposit Account, we will send you a statement either monthly or quarterly.

Cost of Electronic Transaction Services: You may be charged a service charge for electronic transaction services. Please refer to the current Consumer Fee Schedule. We reserve the right to make changes at a future date with proper notice.

Your Liability for Unauthorized Transactions

Tell us at once if you believe your WaFd Bank Debit or ATM Card has been lost or stolen, if your personal identification number (PIN) or Online Banking Service password has been discovered by someone else, if you believe an electronic fund transfer has been made without your permission using information from your check, or if you believe someone has withdrawn or may withdraw money from your Account without authorization. Telephoning is the best way of keeping your possible losses down.

If you tell us within two Business Days after you learn of the loss or theft of your Debit or ATM Card, PIN, or Online Banking Service password, you will lose no more than \$50 if someone uses your Card without your permission.

If you do NOT tell us within two Business Days after you learn of the loss or theft of your Debit or ATM Card, PIN, or Online Banking Service password and we can prove we could have stopped someone from using your card, code, or PIN without your permission if you had told us, you could lose as much as \$500.

If your statement shows transactions 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 lose after the 60 days if we can prove that it could have stopped someone from taking the money if you had told us in time. This time limitation may be extended under special circumstances. You have no liability for unauthorized transactions if you have notified us within the requisite time period and had no knowledge of the transaction.

Visa Debit Card Zero Liability. Visa provides protection from certain unauthorized transactions using your WaFd Bank Debit Card with the Visa logo that are processed through the Visa network, which does not include ATM transactions and most transactions using a PIN. You must demonstrate that you have used reasonable care in protecting your Debit Card from risk of loss or theft and notify us immediately of loss, theft or any unauthorized use. The Visa Zero Liability Policy requires issuers to replace funds taken from your Account as the result of an unauthorized credit or debit transaction within five Business Days of notification. Replacement funds are provided on a provisional basis and may be withheld, delayed, limited, or rescinded based on gross negligence or fraud, a delay in reporting unauthorized use, an investigation and verification of a claim, and account standing and history. Please consult the terms and conditions of your WaFd Bank Debit Card for additional information.

Telephone Number and Address

If you believe your card(s), PIN or Online Banking password has been lost or stolen call 800-324-9375 or contact any of our branches immediately. TO REPORT A LOST OR STOLEN PLASTIC CARD AFTER BUSINESS HOURS, CALL 800-472-3272.

If your statement shows transactions you did not make or if you believe someone has or may initiate transactions on your Account without your permission, call 800-324-9375, write to us at Deposit Operations, WaFd Bank, 5777 N. Meeker Ave, Boise, ID 83713 or contact us at any of our branches immediately.

Liability for our 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 damages directly caused by our failure. However, there are exceptions for which we will not be liable, for instance:

- If through no fault of ours, your Account does not have enough money to complete the transaction.
- If the monies in your Account are subject to legal or regulatory restrictions or other encumbrances.
- If the ATM does not have enough cash.
- If the ATM was not working properly and you knew about the breakdown when you started the transaction.
- If circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken.

These are some of the exceptions. There may be other exceptions.

In Case of Error or Questions about Your Electronic Transfers

As soon as you think your statement or receipt is wrong, or if you need more information about a transaction listed on the statement or receipt, contact your branch or call 800-324-9375. We must hear from you no later than 60 calendar days after we send you the first periodic statement on which the problem or error appeared. Please provide us with the following information:

- Your name and Account number.
- A description of the error or the transaction you are unsure about and why you think it is an error or why you need more information.
- The amount of the suspected error.

We will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. However, if we need more time, we may take up to 45 calendar days to investigate your complaint or question. If we decide to do this, we will provisionally 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 into writing and we do not receive your written statement within 10 Business Days, we may not provisionally credit your Account while we complete your investigation.

For errors involving new Accounts (opened within 30 calendar days before the date of the suspected error), point-of-sale transactions, or foreign-initiated transactions, we may take up to 90 calendar 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 and will debit any provisional credit from your Account. You may ask for copies of the documents that we used in our investigation.

Part V: Substitute Check Policy Disclosure (Check 21)

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, bounced check fees).

How Do I Make a Claim for a Refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your Account, please contact us at: Deposit Operations, WaFd Bank 5777 N. Meeker Ave, Boise, ID 83713.

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

Your claim must include:

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

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 are also 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.

Part VI: Rules and Regulations Regarding Safe Deposit Boxes

No Insurance of Box Contents

Safe Deposit Boxes and their contents are not insured by the FDIC or by WaFd Bank. We recommend you keep an accurate inventory of the contents of your Safe Deposit Box. If you would like insurance coverage for what you store in your Safe Deposit Box, please contact your insurance agent to arrange coverage.

USA PATRIOT ACT Notice

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 rents a Safe Deposit Box (the "Box").

What does this mean for you? When you rent a Box, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We also ask to see your driver's license or other identifying documents.

Safe Deposit Box Rules and Regulations

These Rules and Regulations shall govern the use and rentals of all Boxes held in contract between WaFd Bank and the Box holder, also referred herein as "the renter."

Possession

The rental contract creates the relationship of landlord and tenant. We will not, under any circumstances, be in a position of possession or custody of any property placed in the Box. The renter possesses the Box for their personal use and retains possession and control of all property placed in the Box.

Access

We do not have a key to your Box. The renter has sole responsibility for custody of the key to the Box. In some branches, we maintain the renter's identification equipment, such as a hand scanner ("Equipment"), at the entrance to the Box area (the "Area"). In those locations, only those persons who meet the requirements of the Equipment will be allowed access to the Area. You agree not to allow anyone else access to the Area.

Our liability is limited to the exercise of ordinary care and caution to prevent the opening of the Box by any person other than the renter or their appointed representative, and it is agreed by the renter that an unauthorized opening shall not be presumed from the loss or disappearance of any contents of the Box. We are not if property in the Box is misappropriated as a result of any act or omission other than our willful wrongdoing. You indemnify and hold us harmless from any claim, expense, damage, or loss that arises or is alleged to arise from (1) permitting any person other than you to access the Area through the Equipment or (2) such person's presence in the Area.

Access to a box is allowed during normal business hours. We may be closed for national, state or local holidays, or under any other circumstances in our sole discretion. We are not liable for any delay caused by failure of vault doors or Box locks to operate.

Boxes should be opened in the areas provided. We are not liable for items left in such areas.

Any joint renter has the right to appoint a deputy, or to access the Box and to remove the contents and surrender the Box and keys. Any act or statement made by one joint renter may be accepted and acted upon by us as if made by all renters.

All rules and regulations are binding upon the heirs, agents, representatives, and successors of the renter or any co-renter.

No person other than the renter or approved deputy named in the records of the Bank, or legal representative (named in power of attorney or guardianship papers), shall have access to the Box, except as noted below.

Should we be served with any court order, writ, or other legal process commanding it to open the Box, we are hereby released from any liability in doing so, provided it retains an inventory of any items that were removed from the Box and delivered to a court representative.

We reserve the right to refuse access to any Box if there is reason to believe we may incur any liability if access is permitted.

Term

The renter may terminate the rental and possession of a Box by notifying us in writing and surrendering both keys, without rights to a refund of prepaid rent, except as noted on back of the Rules and Regulations governing Boxes.

We reserve the right to terminate the rental and possession of a Box at any time by giving 35 days' notice in writing, by certified mail, sent to the address of the renter, or deputy, as it appears on our records. If the renter fails to surrender the Box and keys, we may forcibly open the Box at the expense of the renter and remove and store the contents without liability for safekeeping. If the contents are removed promptly in accordance with the notice of termination, a pro rata amount of the prepaid rent will be refunded.

We reserve the right to make changes or additions to the Rules and Regulations governing Boxes from time to time in our sole discretion. Notice of such change will be mailed to the renter at the address shown on the Box records. Unless the renter surrenders the Box and keys within 60 days of the mailing of such notice, the change shall be deemed to be accepted by the renter and will become part of the contract.

All notices shall be deemed given when mailed to the last mailing address shown on the Box records for the renter.

Rent and Fees

All rents are payable annually in advance. We may refuse access to the Box as long as any part of the rent remains delinquent. We may charge past due rent against funds of the renter held by us. If the rent remains unpaid for a period of one year, we may proceed as provided by the laws of the state where the Box is located, with respect to opening a Box. Rent and other Box related fees are set out in the Safe Deposit Box Fee Schedule, available on our website.

Keys

We do not retain keys to any rented Box, and the contents of the Boxes will remain unknown to us. The renter agrees to notify us immediately if any key to their Box is lost.

Upon surrender of any Box the keys must be returned immediately to us. In the event of a lost key or keys by the renter, all expenses incurred in opening and repairing the Box and replacing lock and keys.

Renter's Responsibilities

The renter may not sell or assign their interest in the Box.

Each renter agrees to notify us of the death of any person having the right of access to the assigned Box.

The death or disability of any joint renter will not affect the right of any other renter to have access to the Box and to remove any or all property kept within the Box. A deputy appointment will cease upon the death of the grantor.

In the case of the death of the renter, we are not chargeable with notice of death until the Bank branch office where the Box is located has received such notice. We are authorized to continue allowing access to the Box by any agent of the renter, until actual notice of death is received.

The renter agrees not to store any dangerous items in the Box, such as explosives.

Renter agrees to hold us harmless from all damages, claims, costs and expenses of any kind, including attorney's fees sustained, paid out, or incurred by it in any action or suit relating to the contents of the Box. The Box will be closed to all persons until the act, writ, decree or court process is annulled.

Part VII: Privacy Notice and Personal Information

We will treat personal information about you and your Account in accordance with the Privacy Notice found below.
Rev 12/19

FACTS	WHAT DOES WAFD BANK DO WITH YOUR PERSONAL INFORMATION?
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 information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> • Social security number and income • accounts balances and transaction history • credit history and payment history
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 WaFd Bank chooses to share, and whether you can limit the sharing.

Reasons we can share your personal information.	Does WaFd 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	We don't share
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 to you	Yes	Yes
For nonaffiliates to market to you	No	We don't share

To limit our sharing	Call our Customer Care Center at 1-800-324-9375 . Please note: If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.
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Questions?	Call 1-800-324-9375 or visit our website at www.wafdbank.com .
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Who we are

Who is providing this notice?	WaFd Bank and its affiliated insurance company, WAFD Insurance
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What we do

How does WaFd 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. We authorize our employees to obtain your information only when they need it to do their work and we require companies that work for us to protect your information.
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How does WasFd Bank collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • open an account or deposit money • pay your bills or apply for a loan • use your credit or debit card <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
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Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • 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 <p>State law and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
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What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to you alone unless you tell us otherwise.
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Definitions

Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • Our affiliates include financial companies such as WAFD Insurance.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

Other important information

For Nevada residents only: We are providing you this notice pursuant to Nevada law. If you prefer not to receive marketing calls from us, you may be placed on our internal Do Not Call List by calling 1-800-324-9375, or by writing to us at WaFd Bank, Client Care Center, 9929 Evergreen Way, Everett, WA 98204. For more information, contact us at the address above, or email info@wafd.com with "Nevada Annual Notice" in the subject line. You may also contact the Nevada Attorney General's office: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; telephone number: 1-702-486-3132; email BCPINFO@ag.state.nv.us.



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