

Cardholder Agreement – For Business

This Cardholder Agreement (“Agreement”), the card carrier we send with your credit card, the accompanying Supplement (with the term “Interest Rate and Interest Charges” at the top of the document) covering your credit terms, the application or solicitation you signed or otherwise submitted, and any PIN mailer provided to you that contains your personal identification number (“PIN”), (collectively, the “Cardholder Documents”) govern the use of your OAK VALLEY COMMUNITY BANK Visa® credit card (“Card”) account (your “Account”). All of the Cardholder Documents are part of and are incorporated into this Agreement. By signing (including by any electronic or digital signature) your Card, your Account application, any accepted sales slip, or any other document in connection with the use of your Card or your Account, or by using your Card or otherwise authorizing the use of your Card, you agree to the terms and conditions of this Agreement. Please read this Agreement thoroughly and retain a copy for your records.

In this Agreement, except as otherwise provided below, the words “you” and “your” refer to: (i) the business identified in the “Full Legal Business Name” section of the Application (“Company”); (ii) any individual who agrees to be jointly and severally liable with the Company; and (iii) sole proprietors. For existing Accounts with sole proprietors approved for joint credit, “you” and “your” also refer individually and collectively to each person who submitted a joint application for credit. “Authorized User” means any person to whom we have issued a Card at your request. “Cardholder” means you and any Authorized User. The “Primary Cardholder” is the Company or sole proprietor (as applicable), depending on the applicant indicated on the Application.” The words “we”, “us”, “our”, and similar terms mean Oak Valley Community

Bank, and all its respective parents, wholly or majority owned subsidiaries, affiliates, predecessors, successors, assigns, employees, officers, and directors (collectively, “Bank”). For Accounts with a guaranty, “Guarantor” means any person who signs a personal guaranty pursuant to which that person agrees to personally guarantee payment of any and all obligations under this Agreement or any subsequent agreement governing the Account (“Personal Guaranty”). These terms have the same meanings when used in monthly billing statements (“Statement”). For purposes of this Agreement, you agree and represent that you may be contacted at the Company’s address shown on the Application or that you designate for the receipt of Statements from time to time. You agree to notify us promptly if the Company changes its address. Until we are notified that the Company’s business address has changed, we will continue to send Statements and other notices to the last address we maintained on the Account for that purpose. You agree that we can send Cards and other communications regarding Cards issued to Authorized Users to the last address we maintained on the Account for the Authorized Users or an address provided by the Authorized User.

Account for Commercial Purposes Only. The Account will be opened in the name of the Company. The Account is established only for the purpose of purchasing goods and/or services or obtaining cash advances to be used for business, commercial or organizational purposes on behalf of the Company. You agree that Cardholders may use the Account only for business, commercial or organizational purposes, and not for personal, family or household purposes. You understand that this agreement, not to use the Account for personal, family or household purposes, means that certain important duties imposed upon creditors, and certain important rights conferred upon consumers, pursuant to federal or state laws will not apply to the Account. You also understand

that we will be unable to determine whether any given transaction conforms to this Section, and it is agreed that we will treat all transactions as for commercial purposes. You agree that a breach by any Cardholder of the provisions of this Section will not affect our right to (i) enforce your promise to pay for all amounts owed under this Agreement, regardless of the purpose for which any particular transaction is in fact made, or (ii) use any remedy legally available to us, even if that remedy would not have been available had the Account been established as a consumer Account. As the person(s) that asked us to open the Account, you are the “Primary Cardholder,” and you will have an Account with us. You may request that we issue a Card to another person and, if we do, that person will be an “Authorized User” on your Account and the Card will be an “Additional Card.” Visa is a registered trademark of Visa International Service Association and is used by us pursuant to license.

This Agreement is governed by the substantive laws (excluding laws of conflict) and regulations of the United States (“federal law”), and the laws and regulations of the State of California, as applicable, and no matter where the Account is used. We reserve all our rights with respect to the preemptive effect of any applicable federal laws and/or regulations.

Use of the Card. You may use the Card to obtain legal goods and services from any person or establishment accepting the Card (“Purchase(s)”), to obtain non-purchase related transactions (“Cash Advance(s)”) from us up to the applicable limits on your Account and to take advantage of other features of the Card. As used in this Agreement, the term “Purchases” will include Purchases and Balance Transfers (a “Balance Transfer” is transfer of funds to another creditor initiated by us at your request which may include transaction fees and adjustments associated with any Balance Transfer), and the term “Cash

Advances” will include (a) Cash Advances, (b) Convenience Checks (as used in this Agreement, the term “Convenience Check” means any check we provide to you for accessing your Account to obtain credit), (c) obtaining funds through an automated teller machine (ATM) or a financial institution, (d) purchasing a wire transfer, money order, foreign currency, travelers cheques, savings bonds, lottery tickets, gift cards or stored value load, (e) purchase of cryptocurrency, including, but not limited to Bitcoin (if permitted by the Bank, as discussed below), (f) using the Card for gambling or wagering purposes (if the transaction is processed, as discussed below), or (g) engaging in another similar transaction. As used in this Agreement, all amounts charged (as described below), if any, or other fees, and any “Finance Charges” (as that term is defined in the paragraph below titled “Interest and Finance Charges”) imposed under the Agreement, will collectively be called “Charge(s)”. Charges include (but are not limited to) any Purchase, Balance Transfer, Cash Advance, and Convenience Check in which you have evidenced an intent to incur a Charge, regardless of whether you have signed a charge form.

You are responsible for paying all amounts charged to the Account. You agree to notify us at once if any Card or any Convenience Checks we may issue on your Account are lost or stolen, or if you suspect they are being used without your permission. You agree to take reasonable steps to prevent the unauthorized use of any Card, Convenience Checks and your Account. You agree to sign the Card immediately when you receive it. You agree to use the Account (including any Card and Convenience Checks) only for legal purchases of goods and services and not to use the Account, Cards and/or Convenience Checks for any unlawful purposes, including the purchase of goods or services prohibited by applicable laws or regulations. You expressly agree that Cards may not be used for gambling or wagering purposes, whether online or otherwise, even if

it is otherwise permitted by applicable law. If you or any Authorized Users do use your Cards for unlawful purposes, including, without limitation, illegal internet gambling, and/or for any purposes which we do not permit (such as, without limitation, any gambling or wagering), you will be in default under this Agreement and we may (but are not obligated to) terminate your Account, but you still will be liable to us for all Charges relating to such transactions and all other transactions on your Account. You should not use the Card after the expiration date. Note that Cards may be used to purchase cryptocurrency (including, but not limited to, Bitcoin), but we may at any time in our sole discretion prohibit such purchases and the prohibition shall be effective with or without our giving notice to you of the prohibition. You must immediately return the Card to us or destroy it if we ask you to. If you want to cancel your Account or any Cards, you must contact us and destroy the applicable Card. We reserve the right to deny authorization for any requested Charge even if the transaction would not cause you to exceed your credit limit or your Account is not in default. You agree to use your Account for personal, family or household purposes and not to use your Account for business or commercial purposes.

We are not responsible for any losses you may incur if we do not authorize a requested Charge or if anyone refuses to accept your Card or any Convenience Check for any reason. You may obtain Cash Advances and Balance Transfers as permitted for your Account as described in this Agreement, but you may not use these to pay any amount you owe us or any of our affiliates or agents. We are not liable for any losses that may result when our services are unavailable due to reasons beyond our control.

Credit Line Maintenance: As requested by us, you agree to provide financial statements on the Company, any individual on who has agreed to be jointly and severally liable with

the Company, and sole proprietors included on the Application. Failure to do so may result in the suspension of charging privileges on your Account. You also agree to provide us with any information required by law or regulation, including information that may be required under the USA Patriot Act. Failure to do so may result in the suspension of charging privileges on your Account.

Transfers: You may not transfer or assign your Account or any of your rights and obligations under this Agreement, to any other party. Any such transfer or assignment will be void.

Additional Cards: The Primary Cardholder is responsible for all Charges on your Account. Any Additional Cards may be canceled by you or by us. You agree to make sure that any Additional Cards issued on your Account are used in a manner consistent with this Agreement. You also authorize us to discuss your Account with Authorized Users in the course of maintaining your Account. If you want to end an Authorized User's privilege to use your Account, you must recover and destroy that person's Card and promptly notify us by calling the "Contact Us" number provided on your Statement. You will continue to be liable for any Charges made, even if you have advised us of your wish to cancel that person's Card privileges, unless you tell us to cancel all Cards and establish a new Account for you or you report the Card as lost or stolen. You agree to notify each Authorized User that they are subject to all applicable sections of this Agreement.

Promise to Pay: You promise to pay us for all amounts charged to the Account, including all transactions, Finance Charges, fees and charges charged to your Account. You are obligated to repay us for all transactions made using your Card by people you have authorized to use the Card even if their use of the Card exceeds the authorization which you gave them.

Representations. You attest that (a) the Company is a valid business entity in good standing under the laws of the jurisdiction of its organization and (b) each person signing any Cardholder Document as an authorized representative of the Company is an owner, partner, proprietor, director, member or other duly elected officer of the Company (an “Authorized Representative”) and that pursuant to all requisite resolutions, governing documents or other corporate actions, is authorized to complete an application for credit and to borrow on behalf of the Company.

Credit Limit: The Credit Limit is the maximum amount of credit available on your Account.

We have provided you a separate written notice stating the applicable credit limit(s) on your Account (the “Credit Limit(s)”). In addition, your monthly statements will show the amount of credit available to you for Purchases, Balance Transfers and Cash Advances and the **ANNUAL PERCENTAGE RATES** (APRs) for Purchases, Balance Transfers and Cash Advances, as of the monthly statement date. You agree not to use the Account in any way that would make the unpaid balance of your Account exceed the applicable Credit Limit. We are not obligated to honor any Card transaction that would cause the unpaid balance of your Account to exceed applicable Credit Limits (“Over Limit Transactions”). However, if we, in our discretion, honor any Over Limit Transaction, you agree to promptly pay the amount more than the applicable Credit Limit. At our discretion, and subject to applicable law, we may increase, reduce your Credit Limit or the Balance Transfer or Cash Advance portions of your Credit Limit or cancel your Credit Limit, at any time. A change to your Credit Limit or any portion thereof does not affect your obligation to pay us.

Promotional Offers: At our discretion, we may offer you a promotional **ANNUAL PERCENTAGE RATE** for all or a part of any balances or for cer-

tain types of transactions. The period of time for which the promotional rate applies may be limited. Any applicable promotional rate, the corresponding periodic rates, and the period of time during which it will be in effect will appear on the Supplement or be included on a promotional letter. Any promotional rate offer will be subject to the terms of the offer and this Agreement.

Renewal of Cards and Cancellation: The Card will be valid until the expiration date embossed on the Card. We will issue you renewal or replacement Cards before the current Card expires unless your Account is cancelled by you or by us or your Account is not in Good Standing at the time of such expiration. Your Account is in “Good Standing” if it is an open and active account with no holds or blocks present on the account.

Liability for Charges: You may use the Card to obtain Purchases, Balance Transfers and Cash Advances up to the applicable credit limits on your Account. You are liable to us for all Charges you make, and all Charges made by holders of any Cards and Additional Cards issued on your Account. Authorized Users using a Primary Cardholder’s Account are not liable for obligations incurred by the Primary Cardholder or by other Authorized Users.

Availability Hold: We may, at our discretion, withhold a portion of the available credit on your Account up to the amount of any payments to assure that the payment is honored.

Monthly Statement – Total Minimum Payment: Each billing cycle you must pay at least the “Minimum Payment Due” (this is the minimum payment you must make as shown on your Statement) by the “Payment Due Date” (this is the date that the payment is due as shown on your Statement). The Minimum Payment Due is calculated by taking the largest of the following and then adding the greater of

any amount that is past due or any amount in excess of your credit limit:

1. The “New Balance” (this is the total unpaid balance of your Account on the last day of the billing cycle) on the billing statement if it is less than \$25;
2. \$25 if the New Balance is at least \$25; or
3. 2.5% of the New Balance (which calculation is rounded down to the nearest dollar).

However, the Minimum Payment Due will never exceed your New Balance. You may at any time pay more than the Minimum Payment Due up to the full unpaid balance without any extra charge.

How to make payments: Make your payment by check, online, money order or similar instrument in U.S. dollars, as indicated on the Statements. If you write a check, the check must be from a financial institution in the United States. Do not send us cash. You may not use a Convenience Check drawn on an Account issued by us to pay us. Mail your payment to the address on your Statement or deliver it in person to a Qualifying Branch (see In-Branch Payments paragraph below). With your payment, include your payment coupon, which is a part of your Statement. If you do not include your payment coupon, we may delay crediting the payment to your Account. A “Late Payment Fee” (as listed in the Supplement) and additional interest may be charged if your payment is delayed. Other payment options may be available. Please call us at the “Contact Us” number provided on your Statement or refer to your Statement for instructions.

We won’t treat credits made on your Account, including credits from merchants or some credits made by person- to-person money transfers, as payments on your Account, and such credits may not be applied towards reducing your Minimum Payment Due. You cannot use gift

cards, gift certificates, electronic certificates or similar instruments purchased by you or anyone else with an Oak Valley Community Bank credit card to make a payment on your Account.

When we credit payments and how we apply payments: If we receive your payment by mail or online by 5:00 p.m. Eastern Standard Time (2:00 p.m. Pacific Standard Time) on any business day, we will credit the payment to your Account as of that day. Otherwise, we will credit the payment on the next business day. If you make a payment at any location other than the address on your Statement or a Qualifying Branch (see In-Branch Payments paragraph below), we may delay crediting that payment. We may use payments up to the required Minimum Payment Due to pay down the balances of your Account in any order we decide. This may include paying balances subject to lower rates of Interest before balances subject to higher rates. For any payment amount over the Minimum Payment Due we will allocate such amounts to pay balances subject to higher rates of Interest before paying balances subject to lower rates.

If your payment is returned as unacceptable for any reason, we may post a transaction to your Account in an amount equal to the credit we previously gave for the payment, and we may charge a Penalty Fee and Interest on this amount from the date your Account originally was credited for the payment. **You may also lose any Promotional or Introductory Rates.**

In-Branch payments: If you have an Oak Valley Community Bank branded card, you may deliver your payment during normal business hours to a Customer Service Representative at any Bank branch identified by the Oak Valley Community Bank or Eastern Sierra Community Bank name, brand or logo (“Qualifying Branch”). We will credit such payments on the day we receive them.

Interest and Finance Charges: We will calculate Interest on your Account each cycle by multiplying a daily Periodic Rate (as described in paragraph below titled “Periodic Rates”) by the balance subject to the interest rate of your Account (“Interest”) as calculated and described in the “How We Will Calculate Your Balance” and “How We Calculate Your Variable Annual Percentage Rate” paragraphs below. The Interest assessed on Charges is referred to as “Finance Charges”. Finance Charges also include the Transaction Fees described in the “Transaction Fees” paragraph below.

How to Avoid Paying Interest:

Grace Period: A grace period is the period between the end of a billing cycle and the date your payment is due during which credit extended may be repaid without incurring Interest. During this period, you may not be charged Interest as long as you pay your balance in full by the due date.

Grace Period for Purchases and Balance Transfers: Your Payment Due Date is at least 25 days after the close of each billing cycle. We will not charge you any interest on Purchases or Balance Transfers if you pay your entire balance in full by the Payment Due Date of each month. If you do not, you will accrue Interest on all Purchases and Balance Transfers from the date the Purchase or Balance Transfer is posted to your Account.

If you are not carrying a balance from the prior billing cycle, then you can avoid paying interest on new Purchases or Balance Transfers if you pay your balance in full by the Payment Due Date. If you do not pay your balance in full by the Payment Due Date, you will be charged interest on the unpaid portion of the balance. You will also be charged interest on Purchases and Balance Transfers in the new billing

cycle starting on the date each Purchase or Balance Transfer is made.

Grace Period for Cash Advances (including Convenience Checks and other charges as defined above): On Cash Advances there is no grace period, and Interest on Cash Advances is always assessed from the day of the Cash Advance transaction until the day we receive payment in full of all outstanding Cash Advances.

How We Will Calculate Your Balance: We use a method called Average Daily Balance (including new transactions) to calculate the balance on your Account subject to Interest. The balance subject to Interest is the average daily balance of your Account. We calculate the average daily balance on your Account in three categories: (1) Purchases, (2) Balance Transfers, and (3) Cash Advances. To get the average daily balance for each category, we take the beginning balance of your Account for that category each day. We then add any new transactions in that category, which may include fees and Interest. We then subtract any new payments or credits. This gives us the daily balance for each category. We then add up all the daily balances for each category for the billing cycle. We then divide the total for each category by the number of days in the billing cycle. This gives us the Average Daily Balance for Purchases, the Average Daily Balance for Balance Transfers, and the Average Daily Balance for Cash Advances.

How We Calculate Your Variable Annual Percentage Rates: We calculate variable annual percentage rates (APRs) by adding an index (the "Index Rate") plus a margin or a spread (the "Margin"). The current Index Rate is the highest U.S. Prime Rate published in The Wall Street Journal "money rates" section on the last publication day of each month. Upon an increase or decrease in the variable APR due to a decrease or increase in the Index Rate, the change in the APR will be effective as of the first day of the

billing period in which the decrease or increase of the Index Rate occurred (the “APR Change Effective Date”) which means it may be applied retroactively. When the variable APR changes, beginning on the APR Change Effective Date the new rate will apply to Interest calculations for both new transactions and existing balances. We reserve the right to choose a comparable new index as the Index Rate if The Wall Street Journal ceases to publish a Prime Rate, and to adjust the applicable Margins in an amount determined by the Bank in its sole discretion to compensate for any apparent differences between the old Index Rate and the new Index Rate. We will tell you what new Index Rate, and Margins (if applicable), we pick. If the Index Rate changes, your variable APR may change. For example, the Finance Charge may increase if the Index Rate increases. If any variable APR increases, the amount of Interest and the Minimum Payment Due may increase.

Periodic Rates: We will use one or more Periodic Rates to determine how much Interest you owe. The “Periodic Rate” is the variable APR divided by 365. The Supplement shows the Periodic Rates and APRs that apply to your Account. Different Margins may apply to different categories of transactions which may result in different Periodic Rates and APRs for each category of transactions. For example, we may give you one Margin for Purchases a different Margin for Cash Advances and a different Margin for Balance Transfers. We will print the Margins (and corresponding APRs and Periodic Rates) for your Account on the Supplement provided with this Agreement.

Fees Shown on Supplement: If a fee applies to your Account, we will print the amount of the fee on the Supplement. We may change these fees from time to time, and if we do, we will provide you with notice of any such change.

1. Transaction Fees (as described further below)

- a. A Cash Advance Fee for each Cash Advance.
- b. A Balance Transfer Fee for each Balance Transfer; and
- c. A Foreign Transaction Fee for any transaction you make outside the United States (except Puerto Rico or the U.S. Virgin Islands).

2. Penalty Fees

- a. A Late Payment Fee if we do not receive at least the Minimum Payment Due by the Payment Due Date. The Late Payment Fee that applies to your Account is the amount printed on the Supplement; and
- b. A Returned Payment Fee if the payment you make is returned for any reason. The Returned Payment Fee that applies to your Account is the amount printed on the Supplement.

Expedited Delivery Fee: You agree to pay an Expedited Delivery Fee in the amount of \$25.00 if you request that we expedite a new card to you or any Authorized User. We may change this fee by giving you notice of the change.

TRANSACTION FEES:

Transaction Fee for Cash Advances: For each Cash Advance, we add an additional Cash Advance Fee of either the dollar amount or percentage of the U.S. dollar amount of the Cash Advance, whichever is greater, as described in your Supplement. There is no maximum Cash Advance Fee. The Cash Advance Fee is a **FINANCE CHARGE**. This Cash Advance Fee may cause the **ANNUAL PERCENTAGE RATE** on the Statement on which the Cash Advance first appears to increase.

Transaction Fee for Charges Made in Foreign Countries: If you incur a Charge in a foreign currency or foreign countries, it may be converted into U.S. dollars. If the foreign currency

is converted into U.S. dollars, the exchange rate used to convert the currency used in an international transaction into the billing currency shall, in each instance, be a rate selected by Visa®. The conversion may occur after the transaction date, and the conversion rate may differ from the rate of exchange in effect at the time of the transaction. You agree to pay the converted amount to us in U.S. dollars. In addition, you agree to pay a Foreign Transaction Fee as described in your Supplement of the U.S. dollar amount of each transaction made in a foreign currency, in U.S. dollars outside the U.S., or (whether in a foreign currency or in U.S. dollars) with a foreign merchant. The Foreign Transaction Fee is a **FINANCE CHARGE**. This Foreign Transaction Fee may cause the **ANNUAL PERCENTAGE RATE** on the Statement on which the Charge made in a foreign currency first appears to increase.

Transaction Fee for Balance Transfers: For each Balance Transfer, we will add a Balance Transfer Fee of the dollar amount or percentage of the U.S. dollar amount of the Balance Transfer, as described in the Supplement. There is no maximum Balance Transfer Fee. The Balance Transfer Fee is a **FINANCE CHARGE**. The Balance Transfer Fee may cause the **ANNUAL PERCENTAGE RATE** on the Statement on which the Balance Transfer first appears to increase.

Authorization of Transactions: We are not responsible (a) if a merchant or financial institution does not honor any Card or Convenience Check, or (b) for goods or services purchased by using the Account, except to the extent required by applicable law. Although there may be credit available on the Account, we may be unable to authorize credit for a particular transaction because of operational difficulties or mistakes. The number of transactions any Cardholder may make in one day may be limited since we may limit the number of authorizations that may be given. We reserve the right to limit the amount and number of transactions

we will authorize per day. From time to time the number or amount of allowable authorizations per day may vary. These restrictions are for security reasons. As a result, we cannot explain the details of how this system works. Neither we nor our agents will be responsible if authorization for a particular transaction is not given. If any Cardholder exceeds the Credit Limit or Cash Limit, or if the Account is past due, authorization for transactions may be declined.

Default: You agree to observe and comply with this Agreement and not to permit an event of default to occur. You further agree not to take any action or permit any event to occur that materially impairs your ability to pay when due. Subject to any applicable law, upon the occurrence of any one or more of the following events of default, the full amount of the Account shall, at our option, become immediately due and payable: (a) you or any Cardholder who receives an individually billed statement fails to pay at least the Minimum Payment Due when due; (b) you fail to observe any covenant or duty contained in this Agreement; (c) you become insolvent or the subject of bankruptcy or insolvency proceedings; (d) you or any Guarantor provide or have provided any information to us that is false in any material respect; (e) you or any Guarantor dies, ceases to exist, changes residency to another state or is subject to a material change in the majority ownership or control; (f) the occurrence of default under any agreement securing the obligations hereunder, including, but not limited to, any Personal Guaranty; or (g) upon termination of any Personal Guaranty, whether by revocation of the Guarantor or otherwise. Subject to applicable law, you agree to pay all costs of collection before and after judgment, including reasonable attorneys' fees (including those incurred in successful defense or settlement of any counterclaim you bring or incident to any action or proceeding involving you brought pursuant to the United States Bankruptcy Code). Upon your default and sub-

ject to any limitations or requirements of applicable law, you agree to pay all other reasonable costs, including reasonable attorney's fees, incurred by us in collecting the balance due, including Finance Charges, if any, whether suit is brought against you, and in protecting ourselves from any harm that we may suffer as a result of your default, or nonuse of your Card. We may also, upon your default, and subject to applicable law, declare the entire amount of your obligations to us immediately due and payable and suspend or cancel your Account privileges.

Delinquency Assessments: Your Account may be considered delinquent if you fail to pay us at least the Total Minimum Payment Due by the Payment Due Date shown on each monthly statement. If your Account remains delinquent at the statement closing date, subject to applicable law, we will add a Late Payment Fee as described above.

Termination of Account: Your consent to this Agreement may be terminated at any time by calling us at the Customer Service number on your Statement or writing to us at the address on your Statement. Such termination will not affect your obligations as to any balances or charges outstanding at the time of termination. Your termination will be binding on each Authorized User. Unless terminated earlier, the privilege to use the Cards will expire on the date shown on the Cards. We can suspend or close your Account at any time. We will not tell you first unless applicable law requires us to do so. We may suspend or close your Account for any reason, subject to applicable law, with or without cause. One of the reasons may be your default under this Agreement. We also may close your Account if there is a material change with any of your other banking relationships with us. Suspension or closure of your Account will not cancel your obligations to pay us the outstanding balance, Finance Charges, and other charges due on your Account under the terms of the Agreement in effect at the time of

the cancellation or suspension of your Account or as subsequently amended. You agree to pay us all such obligations despite any suspension or cancellation of your Account, and Interest and other Finance Charges may continue to accrue on the Account as provided in this Agreement. The Cards are and will remain our property, and Cardholders must surrender them to us on demand. You agree to notify us of any cancellation of an Authorized User's charging privileges. You must return to us any Cards issued to Authorized Users whose privileges have been terminated.

Liability for Unauthorized Use: If you notice the loss or theft of any Card or a possible unauthorized use of any Card, call us immediately at the Lost or Stolen telephone number on your Statement.

Any use by an Authorized User, or by any other person with the knowledge, authority or consent of the Authorized User, or you, is authorized use. If nine (9) or fewer Cards are issued on the Account, you will be liable for unauthorized use of any Card but not for more than \$50 (or any lesser amount required by law or as provided under Visa's zero liability policy discussed below, as applicable) (the "Liability Limit"). If more than ten (10) Cards are issued on your Account, there is no limit on your liability for unauthorized use (except as provided below under Visa's zero liability policy, if applicable) and there is no Liability Limit; however, the individual Cardholders may be liable for unauthorized use only up to the Liability Limit. Without limiting the foregoing, you will be liable for any and all charges and other uses of the Card without regard to the Liability Limit if the Card is used by a person who has received a Card at your direction (or the direction of any Cardholder), or by someone authorized by that person, even though the Card is used in a manner not contemplated by the authorizing party. "Unauthorized use" means, use

of the Card by a person other than you or a Cardholder who does not have actual, implied or apparent authority for such use, and from which you receive no benefit. In any event, you will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before notice to us as provided in this Agreement.

Visa Zero Liability Policy. If a Card is used in a Visa® network transaction, and it is not a Visa Corporate Card or a Visa Purchasing Card, then special lower liability limits may apply. If you have questions as to whether a Card is a Visa Corporate Card or a Visa Purchasing Card, then please contact us using our contact information provided on your Statements. Visa's zero liability policy does not apply to transactions not processed by Visa® or certain commercial card transactions. In addition, the Visa zero liability policy described in this subsection does not apply to any transaction not otherwise subject to Visa's zero liability policy as set forth in the Visa® operating regulations, as amended from time to time. Under Visa's zero liability policy, your liability for unauthorized transactions conducted using your Cards that are processed through a Visa® network will be zero dollars (\$0.00). However, if we find, based on substantial evidence, that you or a Cardholder has been negligent or fraudulent in the handling of the Account or a Card, you may be liable for unauthorized transactions to the fullest extent otherwise allowed under this Agreement or applicable law. Without limiting the foregoing, the Visa zero liability policy for unauthorized transactions also may not apply if: (i) your notification of unauthorized Visa® network transactions is not received by us within 30 calendar days of our mailing or otherwise making available (whichever occurs first) the first statement showing any unauthorized Visa transactions; (ii) the transaction was otherwise authorized; (iii) the transaction was not a Visa network transaction; or (iv) you

request a Balance Transfer for any amount that is or may be subject to a dispute between you and any other financial institution or creditor and we honor such Balance Transfer. While investigating a claim of unauthorized use, we may provide you with provisional credit for those transactions as required under applicable laws or regulations or the Visa Regulations. However, we may withhold provisional credit, to the extent allowed under law, if we determine that the circumstances or Account history warrant the delay.

Without limiting foregoing to the extent applicable, we will not be liable for failure to detect or prevent any unauthorized use of a Card, Account, or for invalid transactions using fraudulent Cards. Bank will not be responsible for monitoring Card use or usage patterns. BANK WILL NOT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER ARISING UNDER ANY CLAIM IN CONTRACT OR TORT OR OTHERWISE, EVEN IF BANK OR ITS AGENTS MAY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Special Programs: From time to time, we may offer special programs as described below (“Special Programs”). A Special Program will have some terms that are different from the terms in this Agreement. We will tell you the terms when we make the offer. If you accept the offer, you agree to those terms. Except where the Special Program terms are different, the terms in this Agreement continue to apply to Special Program transactions. The terms in this Agreement also continue to apply to transactions that are not Special Program transactions. We may use your payments up to the required Minimum Payment Due to pay down Special Program balances before other balances on your Account. This may reduce the time that any Special Program applies to your Account. This also may increase the amount of Interest you will owe on the other balances. Special Programs may include, for example:

- **Introductory Rate:** A lower rate (“Introductory Rate”) may apply to your Account or to certain transactions on your Account (for example, Purchases or Balance Transfers) for a certain period of time (“Introductory Period”). However, the Introductory Period may end sooner. It will end sooner if you do not pay the full Minimum Payment Due within 30 days of the Payment Due Date. After the Introductory Period ends, the rate(s) will increase to the rate(s) that applies at that time. If your Account has an Introductory Rate, we will print the Introductory Rate and Introductory Period on the Supplement. The Supplement also will explain the transactions to which the Introductory Rate applies.
- **Promotional Rate:** A different rate (“Promotional Rate”) may apply to your Account or to certain transactions on your Account for a certain period of time (“Promotional Period”). However, the Promotional Period may end sooner. It will end sooner if you pay the balance subject to the Promotional Rate before the Promotional Period ends. Except during the first year your Account is open, it also will end sooner if you do not pay the full Minimum Payment Due by the Payment Due Date. During the first year your Account is open, it also will end sooner if you do not pay the full Minimum Payment Due within 30 days of the Payment Due Date. After the Promotional Period ends, the rate(s) will increase to the rate(s) that applies at that time. If your Account has a Promotional Rate, we will print the Promotional Rate and Promotional Period on the Supplement or Special Program offer. The Supplement or Special Program offer also will explain the transactions to which the Promotional Rate applies.

Credit Investigation and Consumer Reports:

You authorize us to investigate your credit standing before we open the Account or issue Cards and at any time thereafter for any purpose related to reviewing, servicing or updating the Account, including without limitation for purposes of collecting amounts owed under this Agreement. If you are an individual, we may ask consumer reporting agencies for consumer reports of your credit history. Upon request and as otherwise required by applicable law, we will tell you whether a consumer report was requested and the name and address of the agency that furnished it. You understand and agree that this investigation may include our obtaining credit reports from consumer reporting agencies. If you are an individual, you authorize us and our affiliates to make whatever credit investigations we deem appropriate and to obtain and exchange any information we may receive from consumer reports, consumer reporting agencies and other sources. If we determine that your Account is past due, adverse credit information may also appear on the consumer reports of any Authorized Users on your Account who are liable for the debt.

If you believe we have furnished inaccurate or incomplete information about you or your Account to a credit reporting agency, write to us at OAK VALLEY COMMUNITY BANK., P.O. Box 98, Oakdale, CA 95361. Please include your name, address, phone number and Account number, and explain what you believe is inaccurate or incomplete.

Rewards: Your Account may provide you with the opportunity to earn rewards. If it does, you will find your rewards information and terms on our website at www.ovcb.com/creditcards. If you default, as per the conditions listed above, the Bank has the right to forfeit your rewards earned and the ability to earn future rewards.

Benefits and Services: We reserve the right to add, modify, or delete any benefit or service offered with the Card at any time without notice to you unless otherwise required by applicable law.

Card Management: You will be eligible to enroll in our eZBusiness Card Management which will enable you to electronically access Account and perform Administrator functions to establish limits, add additional employees authorized to use Cards, request changes in credit limits for Accounts, and administer termination by the Company of an Employee's authorization to use a Card. Contact us at 1-866-844-7500 to enroll.

Change of Billing Address – Notices: You must notify us immediately of any change in your billing address. Any notice given by us shall be deemed to be given when deposited in the United States Mail, postage prepaid, addressed to you at the latest billing address shown on our records.

Change of Rates, Fees, Terms – Assignment: We may assign or transfer Card accounts, including, your Account, this Agreement, or our rights and obligations under your Account or this Agreement, to our affiliates or to some other financial institution at any time. Subject to applicable law, the person or entity to whom we make any such sale, assignment or transfer is entitled to all our rights under this Agreement, to the extent sold, assigned or transferred.

We may also change the rates, fees, and terms of this Agreement at any time, in accordance with applicable law. We will notify you of changes if we are required to do so by law, and you may be given the opportunity to reject those changes to the extent required by law or otherwise in our discretion. If you choose not to accept those changes, you may terminate this Agreement by notifying us in writing. However, your Account will be closed, and you

will remain responsible for all Charges made before you terminated the Agreement.

Revocation and Voluntary Cancellation: We can revoke your right to use the Card, or terminate your Account, at any time and for any reason, subject to applicable law. We can do this whether you have violated this Agreement and without giving you notice. If we revoke the Card, you must return the Card to us if we request. Also, if a merchant that accepts cards asks you to surrender an expired or revoked Card, you must do so. You may not use the Card after it has expired or after it has been revoked. If you ask us to cancel your Account, but you continue to use your Account after the date of cancellation, we will consider such use as your request for reinstatement of your Account. We may then reinstate your Account and bill you accordingly. If the Account is terminated you will still be liable to us for all Charges and all other transactions on your Account, and Finance Charges will continue to accrue as provided in this Agreement.

Telephone Monitoring: You authorize us (but we are not obligated) to monitor, record electronically and retain telephone conversations and electronic communications between you (or Authorized Users) and us. Accordingly, you agree on behalf of yourself and Authorized Users that we may monitor and record your telephone and electronic communications in connection with your Account or the Cards at any time. Unless required by applicable law, we may monitor and record these communications without further notice. You agree that we may produce the telephonic or electronic recordings or computer records as evidence in any proceedings brought in connection with the Agreement, and you hereby acknowledge the validity and enforceability of such telephonic or electronic recordings.

Consent to Receive Communications: Unless expressly prohibited by law, you expressly

agree and consent that we may contact you using an automatic telephone dialing system, pre-recorded voice, voicemail or messaging service, text messaging, email messaging or otherwise and leave you voice, prerecorded or artificial voice messages ("PAV") or send you text messages, emails or other electronic messages for any purposes, including the servicing and/or collecting of your account, to offer you products and services that may be of interest to you, and for any other informational or marketing purposes. You agree that we may contact you at any telephone number, including, but not limited to your home telephone number, and cellular telephone number; any email address; or using any other contact information that you provide to us at any time whether in connection with the opening of your account or thereafter. You agree to notify us promptly if any of your contact information changes and only give us telephone numbers and email addresses that belong to you and at which you may be contacted.

You agree that this consent is valid regardless of whether the number we use to contact you is assigned to any service for which you may be charged for the call, text message(s), or other communications. You agree that you are not required to provide this consent as a condition to receiving any product or service from us and acknowledge that you have the right to revoke (or opt out as provided below) this consent or change or remove any of the telephone numbers or email addresses at any time by contacting us at the number on your Statement or by any other reasonable means.

Right to Opt-Out.

You may opt-out of autodialed, PAV calls or text messages from us at any time. When receiving a PAV call there will be prompts to opt out of future PAV calls, and you may choose to follow the prompts to complete the opt out. You may also opt-out of receiving text messages from us, subject to applicable law. To opt-out of text

messages, reply STOP to any text message you receive. For help, text HELP. You acknowledge and agree that you may receive a text message confirming your opt-out.

Mobile Devices: You or an Authorized User may choose to load your Account information and/or Card into a third- party app on a smart phone or other electronic device, such as through a mobile wallet, which may be used to make Charges without presenting a Card (“Device”). You agree that any such Charges using your Card or Account made through such a Device are covered by this Agreement. You further acknowledge and agree that we have no control over the Device and cannot guarantee or warrant its performance.

You should protect the security of the Device in the same manner and with the same degree of care as you protect your Account, Card or any other valuable information. You agree to be solely responsible for any fees or charges related to such a transaction made through the Device such as mobile carrier fees or messaging charges. We may, at any time, in our sole discretion, partially or fully restrict your ability to make Charges through such a Device. You agree to notify us promptly if you remove your Account or Card information from any such Device.

Rules for Convenience Checks: You may request a stop payment on a Convenience Check by providing us with the access check number, dollar amount, and payee exactly as they appear on the Convenience Check. Oral and written stop payment requests on a Convenience Check are effective for six months from the day that we place the stop payment. You may not issue a postdated Convenience Check on your Account. If you do postdate a Convenience Check, we may elect to honor it upon presentment or return it unpaid to the person that presented it to us for payment, without in either case waiting for the date

shown on the Convenience Check. We are not liable to you for any loss or expense arising out of the action we elect to take.

Arbitration Provision: Either you or we can ask the other to resolve a Claim by binding arbitration. By “Claim,” we mean any claim, dispute or controversy (whether in contract, tort or otherwise) at any time arising from or relating to the Account or this Agreement. We intend the term Claim to have the broadest possible meaning. Claim includes, by way of example and without limitation, the following:

- Claims arising from the Application for or issuance, use, terms, change in terms or addition of terms, closing or collection of the Account or this Agreement;
- Claims arising from advertisements, promotions, or oral or written statements related to the Account, including any Claims regarding information we got from you or we reported to you, credit reporting agencies or others;
- Claims related to the goods or insurance or other services purchased under the Account and any other transactions on the Account;
- Claims between you and our parent corporations, wholly or majority owned subsidiaries, affiliates, predecessors, successors, assigns, agents, independent contractors, employees, officers, directors or representatives arising from the Account or this Agreement; and
- Claims regarding the validity, enforceability or scope of this Arbitration Provision or this entire Agreement.

However, the term Claim does not include any Claim relating to the validity and effect of any class action, consolidation and/or joinder waiver. Arbitration is different from a lawsuit in many ways. If you or we ask for arbitration of a Claim, neither you nor we could get a court or jury to decide the Claim. There may be limits on

the amount of information you and we could get from each other before the arbitration. You could not be part of a class of people with similar complaints after you or we ask for arbitration. Except as explained below, the arbitrator's decision will be final and binding. Other rights available to you in court may not be available in arbitration.

The American Arbitration Association ("AAA") or JAMS will conduct any arbitration between you and us. The rules for arbitrations will be those of either AAA or JAMS applicable to commercial arbitrations ("Rules") and in effect when you or we file the Claim. If something in the Rules is different from something in this Arbitration Provision, we will follow this Arbitration Provision. You can get the Rules and other forms by visiting the AAA's website at www.adr.org or writing to the AAA (its address is currently at 120 Broadway, Floor 21, New York, NY 10271), or by visiting the JAMS website at www.jamsadr.com or writing to JAMS (its address is currently at 18881 Von Karman Ave # 350, Irvine, CA 92612). If for any reason either the AAA or JAMS cannot, will not or ceases to be an arbitration administrator, we will pick another administrator with similar rules.

If you want to arbitrate a claim, send us notice at Oak Valley Community Bank, Customer Service, P.O. Box 98, Oakdale, CA 95361 (or at another address we may later communicate to you). Then contact either the AAA or JAMS to find out how to file a Claim. If needed, we will meet for an arbitration hearing in the federal judicial district where you are located or some other place we all agree is convenient.

Arbitration fees can be more expensive than court fees. Unless applicable law requires otherwise, each party has to pay for our own attorney, expert and witness fees, no matter who wins the arbitration. An arbitration can decide only your or our Claims. You cannot have a joint arbitration with any parties other than persons who use the Account. You also cannot bring

together any Claims other than those relating to the Account and persons who use the Account. A court with proper jurisdiction and not an arbitrator will determine whether this provision prohibiting class actions, joinder and/or consolidation is valid and effective.

This Arbitration Provision relates to a transaction involving interstate commerce. It will be governed by the Federal Arbitration Act ("FAA"), as amended, even if different laws apply to other parts of this Agreement. The arbitrator will apply applicable substantive law consistent with the FAA. The arbitrator will apply applicable statutes of limitations. The arbitrator also will honor claims of privilege recognized at law.

Whoever wins the arbitration can get a judgment on the arbitration award in any court having jurisdiction. Judgments include, for example, garnishment, attachment, foreclosure or other post-judgment remedies.

The arbitrator's decision generally will be final and binding. If there is a right of appeal under the FAA, however, any party can appeal the award. The party who appeals must pay for the appeal no matter what happens at the end. This Arbitration Provision will apply even after you repay the Account and after the Account is closed. If a court decides that any part of this Arbitration Provision is invalid or unenforceable under the FAA, the other parts still apply. However, if a court decides that the part prohibiting class actions, consolidation and/or joinder is invalid or unenforceable, then this Arbitration Provision will not apply.

Security Interest and Right of Set Off: You grant us a security interest in, and a right of set off against, any and all of your monies, deposit accounts, securities and other property now or hereafter held or received by us, and which shall be deemed as security for all amounts that you may owe to us under this Agreement.

Waiver: Our failure to exercise any of our rights under this Agreement, or our waiver of our rights on any one occasion, shall not constitute a waiver of such rights on any other occasion.

Severability: If any part of this Agreement conflicts with applicable law, that law will control, and this Agreement will be considered changed to the extent necessary to comply with that law. If any part of this Agreement is determined by a court of valid jurisdiction to be invalid, the remainder of this Agreement will remain in effect.

Interest Rate Limitation. If, at any time and for any reason whatsoever, the interest rate payment hereunder shall exceed the maximum rate of interest permitted to be charged by the Bank under applicable law, such interest rate shall be reduced automatically to the maximum rate of interest permitted to be charged under applicable law. Without limiting the foregoing, you will not be held liable for fees and charges greater than any maximum allowed under applicable law.

Entire Agreement: You acknowledge that this Agreement, as amended (including all “Cardholder Documents”) constitutes the entire agreement between you and us with respect to the Account and the Card, and supersedes and may not be contradicted by evidence of any prior or contemporaneous written or oral communication or understanding between you and us concerning the Account or the Card. If we offer or provide rewards in connection with the Account, the disclosures relating to such rewards are separate and not part of this Agreement.