



Plaid External Account Verification Authorization

The Plaid digital verification service ("Plaid Verification") is provided by Plaid, Inc. ("Plaid") and made accessible using the Exchange Bank online banking services. As used in this Plaid External Account Verification Authorization ("Authorization"), the terms "we," "us," and "our" shall mean Exchange Bank. The terms "you," and "your(s)" shall mean the Exchange Bank client using Plaid Verification. This Authorization forms a part of the Online Banking Agreement and Disclosure ("Online Agreement"). To the extent there are any inconsistencies between this Authorization and the Online Agreement, this Authorization shall control.

Authorization. You agree that by selecting the option to have your external financial account verified using Plaid Verification you are providing your consent to Plaid to use access credentials and other personally identifiable and other sensitive information you provide to logon, share with and access accounts on your behalf with other financial institutions ("external account(s)"). You further consent to Plaid and Exchange Bank and their respective service providers using financial information from your external accounts, including but not limited to, external account number, institution name and institution routing number, in order to verify your identity and to provide products and/or services to you. You hereby waive any and all claims against Exchange Bank and its service providers for the acts or omissions of Exchange Bank or Plaid with regard to the use or disclosure of such information. You represent that you are at least 18 years of age.

Information Use. To use Plaid Verification and verify your external account(s), you may need to provide external account information (such as financial institution name, routing number, account number), online and other access credentials (such as login data, one-time passcodes, answers to security control questions), and contact information (such as name, address, phone number, and email address), which may include sensitive information. You agree not to impersonate another person, or to use Plaid Verification to access external accounts or other accounts that you do not own. You acknowledge that the information accessed and collected may include data from all accounts you maintain with the other financial institution (for example, other deposit accounts and other loan accounts), accessible through the credentials or information you provide. Each time you instruct us or Plaid to access an external account, you warrant to us and to Plaid that you are an owner of that account, that you have the authority to authorize the external account access, and that no other person's authorization is required.

Security. You agree to call us immediately if you believe any information provided to Plaid or retrieved by Plaid on your behalf has been lost, stolen or compromised in any way or an unauthorized person has used or may use your information without your authorization. You may call us for this purpose 707.524.3000 or 800.995.4066.

Exchange Bank Not Plaid Verification Provider. While we provide access to Plaid Verification, we are not the provider of Plaid Verification. Your use of Plaid Verification involves electronic transmission of personal information through third party connections. Because we do not operate or control Plaid Verification platforms or the connections used, we cannot guarantee the privacy or security of the data storage or the data transmissions. **You should use caution and ensure that the privacy and security of your information is appropriately protected by Plaid and other third parties with whom you share information. Check with Plaid for information about their privacy and security practices. Your decision to grant Plaid access to your information and external accounts is not without risk and should be carefully considered by you. You acknowledge and agree that by using Plaid Verification and accepting this Authorization, you authorize and consent to Plaid's access, use, transmission and retention of your information in accordance with Plaid's privacy policies (including as they may be amended from time to time). Plaid's privacy policy is available at <https://plaid.com/legal/#consumers>. We are not responsible for the use or disclosure of your information accessed by Plaid or other third parties, or for notifying you of changes to Plaid's privacy policies. If you have a question or concern regarding how Plaid may be accessing, using, transmitting or retaining your information you must reach out to Plaid directly. You may also**



prevent Plaid from accessing, using, transmitting or retaining your information by opting out of the Plaid Verification service.

Fees and Charges. At this time, we do not charge you any additional fees or charges for selecting to use Plaid Verification. Third parties, including Plaid and wireless companies or data service providers may impose fees and charges for using Plaid Verification and you are responsible for any such fees and charges, including but not limited to, wireless carrier data or usage fees.

Our Limited Liability. We have no responsibility or liability for any loss, damage, function, malfunction, delay or other problem or claim directly or indirectly associated with Plaid Verification, including, but not limited to, the security, accuracy, legality, appropriateness, content, what information is collected, used or accessed, performance or non-performance of Plaid, nor the actions of Plaid or any other third party regarding any agreement you enter into with Plaid or any associated third party relationships that may impact your use of Plaid Verification. This "Our Limited Liability" provision shall apply in addition to other applicable limitations provided under our applicable agreements with you.

Indemnification. Except to the extent that we are liable pursuant to applicable law, you agree to indemnify and hold us, our affiliates, officers, directors, employees, consultants, agents, service providers, and licensors harmless from any and all third party claims, liability, damages and/or costs (including but not limited to reasonable attorney's fees) arising from: (i) any fraud, manipulation, or other breach of these terms by you or on your behalf; (ii) any third party claim, action, or allegation brought against us arising out of or relating to our reliance on your authorization provided herein; or (iii) your use of Plaid Verification. This indemnification is provided without regard to whether our claim for indemnification is due to the use of Plaid Verification by you or your authorized representative. This indemnification provision will survive termination of this Authorization.

Choice of Law and Venue. This Authorization shall be governed by and interpreted in accordance with the laws of the state of California, except where preempted by federal law. In the event any action between the parties to this Authorization regarding any dispute under this Authorization, whether in alleged tort, breach of contract, statutory or regulatory violation or other theory, is to be brought in state or federal court, such action will be brought only in the state or federal court in Sonoma County, California.