



AXOS BANK - OVERDRAFT LINE OF CREDIT TERMS AND CONDITION

The following terms apply to your overdraft line of credit (the "Account") with AXOS BANK ("Bank").

Parties

In this Agreement, "you" and "your" mean the borrower and co-borrower named above and anyone else authorized to use the Account or the related checking account shown above ("Checking Account"), or both. "We", "our" and "us" refer to the AXOS BANK.

Using Your Account

We will extend credit to you under the terms and conditions of this Agreement. We will advance funds from your Account to your associated Checking Account if you overdraw your Checking Account, whether intentionally or not. Any checks, electronic debits or other charges presented against your Checking Account, including checks drawn by someone actually or apparently acting for you, will trigger an advance under this Agreement. Without limiting the foregoing, if you obtain cash for or deposit a check which is not drawn on us and the check is later returned to us without payment for any reason, we may charge the amount of the check to your Checking Account and may cover any resulting overdraft by transferring available funds from your Account as provided in this Agreement. We will make advances in increments equal to the amount required to pay any item which creates an overdraft of your account, up to the balance remaining on your Credit Limit.

Credit Limit

You agree not to exceed the credit limit we periodically set for the Account. We may reduce or eliminate your credit limit at any time at our sole reasonable discretion. We may, but are not required to, extend credit in excess of your credit limit. If we do extend credit in excess of your credit limit, it does not create an obligation for us to do so again in the future.

How Interest Charges Are Calculated

You will be required to pay periodic interest charges on all advances from the date they are posted to your Account until paid. There is no time period during which you may repay any advances without incurring an interest charge (no grace period). We compute the interest charge on your Account by multiplying the Daily Periodic Rate by the Average Daily Balance and then multiply that by the number of days in the billing cycle. To calculate your "Average Daily Balance", we calculate the daily balance for each day in the billing period. To calculate the daily balance for each day, we start the balance at the beginning of each day, subtract any payments or credits received for that day, and add the advances or other debits (including any interest charge or late charge). Then we add all of the daily balances together and divide that total amount by the number of days in the billing period. This gives us the "Average Daily Balance". The Daily Periodic Rate is 0.049315%, which corresponds to an ANNUAL PERCENTAGE RATE of 18.00%.



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Penalty Interest Rate

If your account becomes more than 45 days past due on any given payment, the Daily Periodic Rate will be adjusted to a penalty rate of 0.065479%, which corresponds to a PENALTY ANNUAL PERCENTAGE RATE of 23.90%. We may keep the APR at this level indefinitely.

Promise To Pay: Payments Due

You promise to pay us all advances, interest charges and any fees associated with your Account. You may elect to pay the entire amount, or a portion of the amount owing on your Account, for each billing cycle. You must pay at least the minimum payment amount shown on your statement prior to the payments due date. ***The current payment will be five percent (5.00%) of the outstanding balance shown on your statement or \$25.00, whichever is greater,*** plus any past due amount and any late charges. We will automatically debit your checking account to make the minimum monthly payment on the payment due date. If the due date lies on a non-business day (i.e. weekend and/or holiday), we will debit your checking account the business day preceding the due date. If on the due date there are insufficient funds to allow us to debit the account for the minimum payment, then we will debit the checking account for any unpaid interest charges, if there are sufficient funds available. If there are insufficient funds to make the minimum payment, then the minimum payment amount shall be past due. Prepayments may be made during any monthly billing cycle, so long as any amount is owed on the Account. You may not make any payment directly or indirectly by an advance on your Account. We can accept partial payments, but not designated as "payment in full". Receipt of partial payments does not release you of the terms of this Agreement.

Late Fee

There will be a \$25 late fee assessed for payment received 10 days after the due date.

Account Activity Requirement

To retain an Overdraft Line of Credit account with AXOS BANK, you must maintain an active related checking account. Overdraft Line of Credit accounts will be closed 30 days after it has been determined that the related checking account has not have a customer initiated deposit or ACH credit for a period of 60 days.

Security Interest

The Account will not be secured, notwithstanding any agreement you may have with us to the contrary. We may exercise the right to setoff amounts due and payable under this Agreement against any other amounts you have on deposit with us, subject to applicable law.

Address Change

You agree to give us advance written notice of any change in your name, address, email, or phone number.

Credit And Employment Information

You authorize us to release information regarding the status and history of your Account to others, such as credit bureaus, merchants and other financial institutions. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Governing Law

This Agreement is governed by federal laws and, when applicable, the laws of the State of California.



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Your Billing Rights

Keep This Notice For Future Use This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act and applies to all Overdraft Line of Credit accounts.

Notify Us In Case Of Errors Or Questions About Your Bill

If you think your bill is wrong, or if you need information about a transaction on your bill, write us (on a separate sheet) at the address listed on your bill. Write us as soon as possible. We must hear from you no later than sixty (60) days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter give us the following information:

Your name and account number.

The dollar amount of the suspected error.

Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

Your Rights And Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within thirty (30) days, unless we have corrected the error by then. Within ninety (90) days, we must either correct the error or explain why we believe the bill was correct. After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including interest charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any interest charges related to any questioned amount. If we did not make a mistake, you may have to pay interest charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

Waiver

We may delay enforcing our rights under this agreement without losing them. Any waiver by us shall not be deemed to be a waiver of other rights or of the same right at another time.

Amendment

We may amend this agreement from time to time by sending a notice or an amended agreement via email with a link to our Internet disclosure, or to any of you at the current address shown on our records for this account. Unless we state otherwise, the outstanding balance existing on the effective date of any amendment will be subject to the terms of the amended agreement.

Termination

We may terminate or suspend your account at any time, with or without cause, upon such notice as is then required by law. If your account is terminated or suspended under this provision, you will continue to be liable for all sums owed until the account is paid in full.

Default

If you are in default, we may terminate or suspend your Account and also may require immediate payment in full of the entire Account Balance. You will be in default, without notice to you, if any of the following occurs:

- If you fail to make any payment required by this Agreement or fails to comply with the other terms of this Agreement or any other agreement with us, or any person who has guaranteed your obligations under this Agreement (a "Guarantor") fails to comply with the terms of the guarantee;
- Another creditor attempts to attach, levy on, garnish or seize funds in the Checking Account or other property of yours;
- We have evidence or a reasonable belief that you will be unable to repay your obligation to us or others;
- We have evidence or a reasonable belief that an unauthorized use of the Account or the Checking Account may have or has been made;
- You or any Guarantor dies, becomes incompetent, insolvent or subject to a bankruptcy or receivership proceeding; or
- Your Checking Account is closed by you or by us for any reason.

Unauthorized Use

You agree to notify us if any unauthorized use of the Account has occurred or you believe may occur, whether as a result of loss or theft of any of your checks or otherwise. You agree to notify us as soon as possible, but in no event later than the day of discovery of a loss or theft. Notify us by phone, via email or at the address shown on your billing statements. You agree to tell us what you know about the loss or theft in writing, and you agree to assist us in discovering the circumstances relating to any unauthorized use of the Account.

Severability

If any provision of this agreement is held to be invalid or unenforceable under any law, rule or regulation, that determination shall not affect the validity or enforceability of any other provision of the agreement.

Notices

Any notices we give you shall be deemed given when sent by email to the email address on file or deposited in the U. S. mail, with postage prepaid and addressed to you at your last known address in our records for your Account or Checking Account. Notices to us must be by email to customerservice@axosbank.com or sent to the address shown in your most recent billing statement.

Collection Costs

In the event of a default, you agree to pay all collection costs, including legal expenses, our costs and our attorneys' fees (including the allocated costs of in-house counsel), legal expenses and court costs for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and post judgments collection costs and services. Any collection costs we incur will be added to your Account and will bear interest as part of the principal balance of the Account.

Military Lending Act

This Arbitration Provision does not apply to "covered borrowers" as defined by the Military Lending Act.

Military Lending Act - Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

If you are a Covered Borrower, please call (866) 923-3625 for an oral disclosure of the statement of the military APR applicable to your Axos Bank Loan and a description of your payment obligation.



AXOS BANK - OVERDRAFT LINE OF CREDIT PRICING SCHEDULE

Interest Rates and interest Charges	
Annual Percentage Rate (APR) for Overdraft Line of Credit	18.00%
Paying Interest	You will be charged interest from the transaction date.

Fees	
Annual Fee	There is no annual fee
Penalty Fees	
Late Fee	There will be a \$25 late fee charged 10 days after the due date.
Penalty Annual Percentage Rate (APR)	After 45 days past due, your account will start accruing at a penalty APR of 23.90%