CLAWBACK POLICY

The Boards of Directors (the "Boards," each a "Board") of CalPrivate Bank (the "Bank") and Private Bancorp of America, Inc. (the "Company") believe that it is in the best interest of the Bank, the Company and its shareholders to create and maintain a culture that emphasizes integrity and accountability and that reinforces the Bank's and the Company's compensation philosophy. The Boards have therefore adopted this Clawback Policy, which provides for the recoupment of certain executive compensation in specific identified circumstances ("Clawback Policy").

Administration.

This Clawback Policy shall be implemented by the Board of Directors of the Company, without delegation to a committee (the "Company Board"), and shall be administered by the Company Board. Any executive that is a member of either Board shall be recused from discussion and voting. If so designated by the Company Board, the Compensation, Governance and Nominating Committee of that Board or another duly designated committee of that Board (the "CGN"), shall administer the Clawback Policy on its behalf, in which case references to a Board shall be deemed to be references to the CGN. Only the Company Board shall have the discretion to waive the Clawback Policy's application in circumstances in which the Company Board deems it to be appropriate and if permitted by this Clawback Policy, and this discretion shall not be delegable to the CGN. This Clawback Policy shall be interpreted to be consistent with the clawback rules found in 229 C.F.R. 240.10D and the related listing rules (collectively, the "Rules") of any national securities exchange or national securities association on which the Company has listed securities.

***Covered Executives*.**

This Clawback Policy applies to (i) the Company's current or former executive officers for purposes of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), as determined by the Company Board from time to time in accordance with Section 10D of the Exchange Act and the Rules, (ii) any other officer of the Company or the Bank who performs a significant policy-making function for the Company, including any employees of a parent or subsidiary of the Company, such as the Bank, and (iii) any other employee of the Company or the Bank who participates in the executive annual incentive plan, regardless of whether such other employee performs a significant policy-making function (collectively, "Covered Executives").

***Recoupment of Incentive Compensation*.**

This Clawback Policy applies if the Company Board determines, under the procedures that apply under this Clawback Policy (a "Determination"), that a Clawback Event (as defined below) has occurred with respect to a Covered Executive. If recoupment of Incentive Compensation (as defined below) is required, the Company shall seek recoupment of any Incentive Compensation that was paid, awarded or as to which vesting occurred within the period commencing three years prior to a Determination, or, if earlier, three years from the beginning of the completed fiscal year preceding the date the Company is required to prepare an accounting restatement (plus any transition period within or immediately following those fiscal years). With regard to Clawback Event (ii)(A) below, only the difference between the Incentive Compensation amount paid or vested and the amount of the Incentive Compensation amount which would have been paid or vested had it been determined based on accurate financial results, performance goals or metrics, shall be recouped. In no case can the recovery exceed the amount of incentive actually paid or awarded to the Covered Executive. With respect to the Clawback Events set forth in the definition of "Clawback Event," (ii)(A)(I) and (III) (the "10D-1 Events"), the Company Board shall recover any recoverable Incentive Compensation in accordance with this Clawback Policy unless such recovery would be impracticable, as determined by the Company Board in accordance with Rule 10D-1 of the Exchange Act and the listing standards of the national securities exchange or national securities association on which the Company's securities are listed. With respect to 10D-1 Events, the Company Board shall not have the discretion to waive the obligation in the foregoing sentence.

The Company Board will determine the method for recouping Incentive Compensation hereunder, which may include, without limitation: (a) requiring reimbursement of cash Incentive Compensation previously paid; (b) seeking recovery of any gain realized on the vesting, exercise, settlement, sale, transfer or other disposition of any equity-based awards; (c) offsetting the recouped amount from any compensation otherwise owed by the Company to the Covered Executive; (d) cancelling outstanding vested or unvested equity awards; and/or (e) taking any other remedial and recovery action permitted by law.

***Board Procedures*.**

Before the Company Board makes a Determination, the Company Board may provide to the applicable Covered Executive written notice and the opportunity to be heard at a meeting of the Company Board (which may be in-person or telephonic, as determined by the Company Board). Prior to seeking a recovery pursuant to this Clawback Policy, the Company Board shall make a written demand for repayment from the Covered Executive and, if the Covered Executive does not within a reasonable period tender repayment in full, or agree to a repayment plan acceptable to the Company Board, in response to such demand, and the Company Board determines that the Covered Executive is unlikely to do so, the Company Board may seek a court order against the Covered Executive for such repayment, and/or pursue any other available remedies, including those set forth above.

***Important Definitions*.**

For the purposes of this Clawback Policy:

(i) the term "Incentive Compensation" means all non-base salary (or non-base consulting) cash incentive compensation and equity-based compensation awarded to a Covered Executive, including without limitation, annual bonus awards, stock options, restricted stock and restricted stock units (such as LTIP awards).

(ii) the term "Clawback Event" shall mean any one of the following:

A. The Company (I) is required to prepare an accounting restatement due to the material noncompliance of the issuer with any financial reporting requirement under the securities laws, including any required accounting restatement to correct an error in previously issued financial statements that is material to the previously issued financial statements, or that would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period, (II) any of the Company's annual audited financial statements is subject to a report of a material weakness in internal controls, or (III) any of the Company's annual audited financial statements is actually restated to correct material noncompliance with applicable accounting principles.

B. The Covered Executive engaged in intentional and willful gross misconduct in violation of the Company's or Bank's Code of Ethics.

C. The Covered Executive committed gross ethical violations that are materially harmful to the Bank's or the Company's reputation or business.

D. The Covered Executive committed criminal actions constituting fraud, embezzlement or a felony.

***Indemnification*.**

Neither the Company nor the Bank shall indemnify a Covered Executive for the loss of Incentive Compensation that is subject to recoupment under this Clawback Policy or that has been recouped under this Clawback Policy.

***Board Authority, Interpretation and Amendment*.**

The Company Board may amend or terminate this Clawback Policy from time to time in its discretion. This Clawback Policy shall be interpreted in a manner that is consistent with any Rules and shall otherwise be interpreted (including in the determination of amounts recoverable) in the business judgment of the Company Board. To the extent the Rules require recovery of Incentive Compensation in circumstances beyond those specified in this Clawback Policy, nothing in this Clawback Policy shall be deemed to limit or restrict the right or obligation of the Company to recover Incentive Compensation to the fullest extent required by the Rules.

***Other Recoupment Rights*.**

The Company Board intends that this Clawback Policy will be applied to the fullest extent of the law. Each Board may require that any employment agreement, equity award agreement, stock options award agreement, long term cash incentive award agreement, performance-accelerated restricted shares award agreement, stock appreciation rights award agreement, or other similar agreement or instrument shall, as a condition to the grant of any benefit thereunder, require a Covered Executive to agree to abide by the terms of this Clawback Policy. Any right of recoupment under this Clawback Policy is in addition to, and not in lieu of, any other remedies or rights of recoupment that may be available to the Company or the Bank pursuant to the terms of any similar policy in any compensation plan or policy or otherwise.

This Clawback Policy shall apply, subject to applicable law, upon adoption by the Company Board and Bank Board to Incentive Compensation awards granted on or after January 1, 2020.

Approved by the Board of Directors of Private Bancorp of America, Inc. and the Board of Directors of CalPrivate Bank on June 8, 2026 and effective as of July 29, 2026.