



## ONLINE ACCESS BUSINESS AGREEMENT AND DISCLOSURE

### 1. Introduction

This First California Bank Online Access Business Agreement and Disclosure ("E-Access Agreement"), which includes all Fee Schedules, Schedules, User Documentation, the Enrollment Form and other required documents, is the contract that establishes the rules that govern Company's electronic access to certain accounts of Company held at **First California Bank** ("Bank") through Bank's E-Access Online Banking System (the "System"). By using the System, Company accepts all the terms and conditions of this Agreement, including, but not limited to, agreeing to use the Service for non-consumer transactions only.

### 2. Definitions

Unless specifically stated otherwise, for purposes of this First California Bank Online Access Business Agreement and Disclosure, the following terms are defined as follows:

- "we," "us," "our," "Bank" and other similar words refer to First California Bank, and any third party service provider that we may involve in the provision of one or more Services;
- "you," "your," "account holder," "Company" and other similar terms refer to: (i) each person who applies for or uses the Services; and (ii) anyone else you authorize to use the Services or anyone else authorized by the account holder to exercise control over the account holder's funds through the Services;
- "non-consumer transaction" refers to the use of a Service for any purpose that is not a consumer transaction (for example, to transfer funds to or from a business account or any account that is not a consumer account) and in addition includes (to the extent allowed by law): (i) any transfer of funds through Fedwire or similar wire transfer system; (ii) any transfer of funds the primary purpose of which is the purchase or sale of a security or commodity; and (iii) any other transfer to or from an account that is otherwise excluded from coverage under Regulation E;
- "consumer transaction" refers to a transaction through the Service involving an electronic fund transfer to or from a deposit account maintained primarily for personal, family or household purposes;
- "Communication" means a message or instruction received by Bank in Company's name. It includes Payment Orders and other messages and instructions. It includes all requests by Company for a Service, and requests to amend, cancel or otherwise affect a Service. Some examples of "Communications" are instructions to: (i) initiate ACH Entries; (ii) transfers funds between your Accounts; (iii) obtain a loan advance; or (iv) make a loan payment;
- "Payment Order" has the meaning given at 11103(a)(1) of the California Commercial Code. Some examples of a "Payment Order" include an instruction or request to the Bank to: (i) transfer funds between Accounts; (ii) initiate a bill pay payment; (iii) initiate an ACH Entry; or (iv) initiate a wire transfer request.
- "Service" or "Services" refers to one or more services described in this E-Access Agreement;
- "System" refers to the online banking system of the Bank used to access and use the Services;

- “Accounts” or “Account” means Company’s enrolled deposit and/or loan accounts held at the Bank in Company’s name;
- “E-Access Agreement” refers to this First California Bank Online Access Business Agreement and Disclosure, including all Fee Schedules, Schedules, User Documentation, Enrollment Form, rules, policies, procedures,
- forms, exhibits, schedules, documents and agreements referenced herein, as each may be amended from time to time;
- “User Documentation” means the user manuals, help screens, end user license agreements, terms of use or other guides or rules regarding proper use of the System and the Services that may be provided to Company from time to time. User Documentation may be provided in written or electronic form, and may be added, subtracted or amended from time to time;
- “Account Agreement” refers to the deposit account agreement between Company and Bank that governs Company’s Accounts, which was provided to Company when Company opened its Accounts, and any other documents governing Company’s Accounts, each as amended from time to time; and
- •“Other Agreements” refer to all other applicable disclosures and agreements governing Company’s Accounts other than this E-Access Agreement and the Account Agreement, including, but not limited to, our business signature card, business brochures, and account analysis agreement.

Also, for purposes of this E-Access Agreement, the word “may,” when used in reference to Bank, means at Bank’s option and sole discretion.

Finally, unless specifically stated otherwise, references to time are to local time of Bank.

### 3. Other Agreements

This E-Access Agreement supplements the Account Agreement, Other Agreements and any applicable laws or regulations governing the Account or the Services. This E-Access Agreement does not and will not replace the foregoing. Company’s use of the Service may also be affected by the Account Agreement and Other Agreements between Company and Bank. Company’s use of the Service does not change the Account Agreement and Other Agreements Company may already have with Bank. Company should review the Account Agreement and Other Agreements for any applicable fees, limitations on the number of transfers Company can make, and other restrictions which might impact Company’s use of Accounts with the Services.

If this E-Access Agreement conflicts with the Account Agreement or the Other Agreements, or if the Account Agreement or Other Agreements have terms that are not addressed in this E-Access Agreement, then the Account Agreement and/or Other Agreements will control and take precedence, unless this E-Access Agreement specifically states otherwise. However, the Account Agreement and the Other Agreements will only control with respect to the Account or Service to the extent necessary to resolve the conflict or inconsistency.

### 4. Acceptance of the Agreement

When Company enrolls and/or otherwise accesses or uses one or more Services, then Company acknowledges and agrees to the terms and conditions of this E-Access Agreement, all of the Bank’s rules, policies and procedures governing the Accounts and the Service, all federal and state rules and regulations applicable to Company’s use of the Internet and the Services, including payment orders, that may not be addressed or specified in this E-Access Agreement, Account Agreement or Other Agreements, and any and all User Documentation and instructions appearing on a screen in the System, which includes, but is not limited to, instructions for enrolling, activating, accessing, or using the Service.

Company also acknowledges and agrees that any requirement of verifying two or more signatures on checks, transfers and/or withdrawals, if such a requirement exists, does not apply to payment orders, including bill payment, transfers or withdrawals initiated in Company's name through the System. Further, Company releases Bank from liability when making these kinds of transfers. This means that any person who is an authorized signer on Company's Account that Company also authorize to use the Service, may initiate a transfer without another person's approval even though that person's authority to transfer or withdraw funds from Company's Account outside of the Services and/or System (e.g., by check) must be exercised jointly with one or more other persons. This provision controls and takes precedence over any conflicting provision in the Account Agreement or Other Agreements Company has with Bank.

#### 5. Eligible Accounts; Transfer Limitations

The following are the types of accounts that are eligible for enrollment for the Services: checking, savings, money market accounts, and lines of credits. A certificate of deposit may also be eligible for the Services; however, the Services will be limited to view only capabilities via the System. Bank may allow other accounts to be connected to one or more Services from time to time. Bank reserves the right to determine which Accounts can be connected to a Service. Bank may refuse to allow certain Accounts, such as Accounts with special signing requirements, to be accessed through and otherwise connected to a Service.

In addition to the limitations elsewhere described in this E-Access Agreement and in the Other Agreements, there are frequency limits that apply when transferring funds from a savings or a money market account. Federal regulations limit the number of transfers - including transfers Company requests using the Services - from money market deposit and savings accounts. Company may make a maximum of six preauthorized, automatic or telephone transfers per monthly cycle from a saving or money market account. These include transfers by check, draft or debit to third parties and transactions at point of sale. If you exceed these limits, Bank may close the Account or account, impose a fee for each transfer that exceeds these limits or change the Account to a non-interest bearing demand deposit account. (However, transfers or withdrawals from Company's money market or savings account to make payments on Company's loan accounts with Bank are not counted towards this limit).

#### 6. Business Days

Bank's business days are Monday through Friday. Holidays are not included.

#### 7. Hours of Access

Company may use the System 7 days a week, 24 hours a day, although some or all Services may not be available during non-business hours or as a result of emergency or scheduled System maintenance. Bank will post a website notice on the System of any extended periods of non-availability of the System or Services.

#### 8. Access Requirements

To use the System and Services, Company must have at least one checking account at Bank, a computer, access to Internet service, and an e-mail address. Company's Internet or other web browser must support a minimum of 128-bit encryption. Also, Company's computer should have the most recent or next recent operating system for Windows or Mac OS and the most recent or next most recent version of Microsoft Internet Explorer or Mozilla Firefox. Finally, Company will need a printer that is connected to Company's computer that is capable of printing from Company's browser and e-mail software or sufficient electronic storage capacity on Company's computer's hard-drive or other data storage unit to download and save Communications and other System or Service related records.

Company is responsible for the installation, maintenance and operation of Company's computer and all related charges. Bank is not responsible for any errors or failures caused by any malfunction of Company's computer or any computer virus or related problems that may be associated with access to or use of the Services or Company's computer. Also, Bank is not responsible for any losses or delays in transmission of information Company provides to Bank or otherwise arising out of or incurred in

connection with the use of any Internet or other service provider providing Company's connection to the Internet or any browser software.

**Further, Company also agrees to be responsible for monitoring and downloading software patches, maintaining appropriate firewall settings, and ensuring that Company's computer continually updates malware and/or virus detection/elimination software. Company's failure to protect the security of Company's computer or failure to install and regularly update virus protection software shall relieve the Bank from responsibility for any loss to Company attributable to the failure, except as may otherwise be required by law.**

#### 9. Enrollment

Company may request access to and use of one or more of the Services by making the proper selection in the Enrollment Form. Company will execute a new Enrollment Form and any other document that Bank deems necessary, including, but not limited to the ODFI-ACH Originator Agreement and Funds Transfer Agreement, set forth in Exhibits A and B, respectively of this E-Access Agreement, if Company wishes access to and use of additional Services or wishes to add or delete any of Company's Accounts from the Services. After executing the Enrollment Form, Company must read and consent to the terms and conditions of this E-Access Agreement before Company will be allowed to access the System and use the Services. The System can be used to access only the Company's Accounts that Company has designated for System access in the Company's Enrollment Form; provided that such access has been approved by Bank. Bank may approve or deny Company's requests, and may discontinue or limit Company's use of one or more Services at any time.

#### 10. Log-in IDs and Passwords

Once Bank has received all of the required documentation, including, but not limited to, a signed Enrollment Form and E-Access Agreement and has verified Company's Account information, then Bank will send Company's System Administrator, either by e-mail or by telephone, confirmation of acceptance of enrollment, along with the assigned log-in ID and temporary password for the Company's System Administrator. Company's System Administrator should change his or her password from time to time for security purposes.

Company acknowledges that Company authorizes its System Administrator to issue to any Authorized User a secondary password and log-in ID. Company acknowledges that Company authorizes its System Administrator to change or deactivate a password and log-in ID of any Authorized User from time to time and in his or her sole discretion.

Company agrees and acknowledges that the login IDs and passwords used by the System Administrator and any Authorized User are authentication tools or methods used by Bank to verify Company's identity and that Bank may require Company to use additional authentication tools or methods at any time and from time to time. Such additional authentication tools or methods include, but are not limited to, secret codes shared only between Bank and Company or between Bank and Company's System Administrator. Company further agrees that if Company does not use Bank's additional authentication tools, if and when they become available, then Company's access and use of the Services or System may be limited or Company may not be able to use the Services or System.

For purposes of this E-Access Agreement, log-in IDs, passwords and any other additional authentication tool or method offered or required by Bank in order to verify Company's identity will be referred to, collectively and individually as the "Code" or the "Codes."

Company agrees that Bank owns the Codes, and that Company may not transfer them to any other person or entity. Company must discontinue use of the Codes on Bank's demand and/or on termination of this E-Access Agreement. If this E-Access Agreement is terminated, these Codes will be deactivated and may not be used to access the Services.

## 11. System Administrator and Authorized Users

Access to the Company's Accounts through the System will be based upon the identification of the System Administrator and authority levels specified by the Company in a completed Enrollment Form. Company may only designate one System Administrator at any one time. Company is solely responsible for designating the System Administrator. Company must provide Bank with certified copies of resolutions from Company's governing body, as applicable, and any other certificate or documentation specifying the name of the person who is authorized to be designated as Company's System Administrator from time to time that is acceptable to Bank.

Company's System Administrator may designate one or more Authorized Users. Company accepts as its sole responsibility its System Administrator's designation of Authorized Users. Company understands and authorizes the System Administrator to control access by Authorized Users of the Services through the issuance of secondary log-in IDs and passwords. The System Administrator may add, change or terminate one or more Authorized Users from time to time and in his or her sole discretion. Bank does not control access or use of the Services by the System Administrator and Authorized Users. Also, Bank undertakes no obligation to monitor transactions effected by the System Administrator or Authorized Users through the System to determine that such transactions are made and authorized by Company.

Company agrees and acknowledges that Company will require its System Administrator and all Authorized Users to comply with all provisions of this E-Access Agreement and all other applicable agreements. Company guarantees that it will do so. Further, Company acknowledges and agrees that Company is fully responsible for the failure of the System Administrator or any Authorized User to comply. Company is responsible for any transfer and other Services and charges incurred by the System Administrator and any Authorized User regardless of whether Company's authorization is exceeded.

Whenever any System Administrator leaves Company's employ or Company otherwise revokes the authority of any System Administrator to access or use the Services, Company must immediately notify Bank in writing. Whenever any Authorized User leaves Company's employ or Company revokes the authority of any Authorized User to access or use the Services, Company must notify the System Administrator. Company remains fully responsible for all use of the log-in IDs, passwords and the Services occurring before Company notifies Bank and Bank has had a reasonable opportunity to act upon Company's written notice. The System Administrator or Authorized User, as applicable, is solely responsible for deactivating such person's Code or Codes, as applicable. Company remains fully responsible for all use of the log-in IDs, passwords and the Services.

## 12. Security Procedures

The Codes are the security procedures. Company agrees that Bank may use the security procedures to verify the authenticity of requests for a transfer, loan payment, bill payment or any other Communication in Company's name that are received by Bank. If Bank verifies the authenticity of a Communication using the security procedures, then Bank may rely on and Company will be obligated on the Communication, whether or not the Communication was authorized by Company. Also if a Communication was authorized by Company, then Company will be obligated on the Communication even if Company did not verify its authenticity using the security procedures and even if the security procedures would have prevented the error. Company agrees that the security procedures are intended to verify authenticity and not to detect error.

In addition to the Codes as security procedures, Company may choose additional security procedures that are set forth near the bottom of this Agreement. If Company does not designate one or more security procedures that are offered by Bank, as they may change or otherwise be enhanced at any time and from time to time by Bank, then Company agrees and acknowledges that such inaction will constitute Company's refusal to choose from a menu of commercially reasonable security procedures. Also, Company understands and acknowledges that such inaction constitutes Company's agreement to use the Codes as the default security procedures to verify and authenticate one or more Communications given in Company's name through the System and that such verification and authentication is commercially reasonable for the size, type and frequency of Communications normally issued by Company after considering the menu of security procedures offered by Bank.

Specifically, Company agrees to consider the size, type and frequency of Communications or other money transactions that Company uses the Services to accomplish. Company will consider the risks presented by the possibility of unauthorized access to these Services and Company's obligation on instructions or Communications even though they are unauthorized. Company should choose security procedures that are commercially reasonable for Company, after considering these risks. Once Company has chosen the security procedures, Company agrees to and acknowledges that they are commercially reasonable for Company and that Company will be bound by instructions or Communication in Company's name as set forth above.

#### 13. Duty to Safeguard Codes and Account Information

For security purposes, the System Administrator shall be required to change its temporary password provided by Bank upon the System Administrator's initial login to the System. Company acknowledges and agrees that: (a) Bank shall have no access to the Company's password(s); (b) the Company's System Administrator shall be solely responsible to determine what password(s) will be used by its Authorized Users; and (c) the identification of such passwords selected by Company, System Administrator or any Authorized User shall not be communicated to Bank. Company agrees that Bank shall be authorized to affect the Services upon receipt and verification by the System of the Company's password(s) and other Codes, and that the Bank is authorized to act on Communications received upon receipt and verification by the System of the Company's password(s) and other Codes. Company shall be solely responsible for the confidentiality and security of its Codes, including, but not limited to, password(s), and agrees that the System Administrator and Authorized Users will change their password(s) regularly. Upon unsuccessful use of a password, the Company's access to the System will be revoked, and further access to the System shall be permitted only upon compliance with established procedures by the Bank, including the issuance of new password(s) and/or Codes.

Company acknowledges the importance of its role in preventing misuse of the Company's accounts through the System. Company agrees to protect the confidentiality of its Codes, account(s) and account number(s), and personal identification information, such as employees' driver's license numbers and social security numbers. Company acknowledges that certain personal identification information by itself or together with information related to the Company's Accounts or accounts, may allow unauthorized access to the Company's accounts.) While data transferred via the System is encrypted in an effort to provide transmission security (the System utilizes identification technology to verify that the sender and receiver of System transmissions can be appropriately identified by each other), the Company acknowledges that the Internet is inherently insecure and that all data transfers, including the System Services, occur openly on the Internet and potentially can be monitored and read by others. Bank specifically does not warrant that data transfers utilizing the System, or e-mail transmitted to and from the Bank, will not be monitored or read by others.

#### 14. Services

The Services offered under this E-Access Agreement offers Company possible access to one or more of the following Services:

- Order checks;
- Change Company's address;
- View account and balance information on deposit and loan accounts;
- View images of paid checks;
- Transfer funds between deposit accounts;
- Make payments on loan accounts;
- Request advances on loan accounts;
- Export most account history for download into various formats;

- Request stop payments on checks written by Company;
- Initiate online bill payments;
- Initiate wire transfers; and
- Initiate ACH Entries

Some of the Services may appear on Company's screen through the System but may not be available for use by Company because Company has not been approved by Bank for that Service. Company will only have access to those Services that are approved by Bank. Approval may be communicated by Bank to Company orally or in some other manner determined by Bank.

Also, the availability of the Services is subject to rules of operation set from time to time by Bank. Company agrees to familiarize itself with all operational rules and policies established from time to time by Bank regarding the Services, and agrees to comply with such rules and policies when utilizing the System.

#### 15. Account Balance and Transaction Information

Company can use the System to obtain balance and other transaction information about Company's Accounts. Updated Account information utilizing the System will generally be available by 9:00 a.m. each business day. Transfers initiated through the System before 7:00 p.m. on a business day shall be posted to the applicable Account on the same business day. Transfers completed through the System after 7:00 p.m. on a business day, Saturday, Sunday or a banking holiday may be posted on the next business day. Company acknowledges and agrees that Account activity of non-System transfers and transactions are not reflected on a real time basis and are from the previous business day. For example, the information provided through the System may not include all recent Account transactions and may include funds that are not available for immediate withdrawal under the Bank's funds availability policy. Company should be careful to keep all periodic accounts statements that Bank provides to Company.

#### 16. View Images of Paid Checks

Company can use the System to view images of checks that have been written off of Company's Accounts and paid within 90 days. This viewing of paid checks services applies to written checks presented through normal check clearing processes and does not include checks received by electronic check conversion or over the counter.

#### 17. Transfers and Loan Payments

Company can use the System to transfer funds between Company's Accounts at Bank (including on-us loan payments). Transfers and loan payments can be done on either a one time or recurring basis. These transfers may be made 24 hours a day and seven days a week. There may be frequency and other limitations on Company's transfers. There are no pre-established limitations on the dollar amounts of transfers between Company's Accounts, but Company must have sufficient available funds to make the transfer. Loan payments can only be made if there is an outstanding balance on the applicable line of credit.

Transfers and loan payments made before Bank's cutoff hour of 7:00 p.m. on a business day will be reflected in Company's Account balance on the next business day by 8:00 a.m. Transfers after Bank's cutoff hour or requested on a date that is not a business day may be treated as received by Bank on the following business day.

Company understands and accepts that transfers between deposit accounts can only be allowed for deposit accounts with the same ownership. Fund transfers between deposit accounts with unlike ownership may be blocked or not be allowed.

## 18. Draw Down Requests

Company can also use the System to obtain an advance on a loan that Company has with Bank. Loan advance requests can only be made in any amount of the available credit on the applicable line of credit. Each transfer made from a line of credit will be treated as a loan advance. Company agree that each transfer from a line of credit in order to make a deposit to a deposit account of Company via the System will be subject to the terms and conditions of the applicable loan agreement, which includes interest rates and fees for loan advances.

## 19. Cancelling Future Transfers, Draw Down Requests or Loan Payments

In order to cancel future one-time or recurring transfers between Accounts, Company must log onto System and cancel the transfer before 7:00 p.m. on the business day before the business day the transfer was originally scheduled to be processed. If Company does not place Company's cancellation request before this cut-off hour, then Company's transfer may be processed as originally requested.

## 20. Account Information Export

Company can export most Account activity to a variety of formats. The information will generally reflect balance and all transaction history up to the close of the prior business day. Bank is not responsible for third party software, any real errors or other anomalies that may arise in using data obtained via export functions.

## 21. Stop Payment

Company can use the System to place a stop payment on a check that Company has written provided that it has not yet been paid by Bank. To do so, Company must provide Bank with the following timely, complete and accurate information: check number; and the EXACT amount of the check (dollars and cents). If any information is incomplete or incorrect, then Bank will not be responsible for failing to implement Company's request to stop payment on the check.

Stop payment orders received after 7:00 p.m. or on a non-business day may be processed on the following business day.

Information available via the System regarding the status of individual checks on any given business day will be limited to transactions that were processed on the previous business day. Company understands that Company will, and Bank will not be, responsible for determining whether a check has or has not been paid.

Stop payment orders remain in effect for six months. Company may cancel stop payment orders through the System or by writing to Bank. Stop payment orders are automatically canceled when the Account on which the check is drawn on is closed or at the end of the term of the stop payment order (unless renewed by Company). Under certain circumstances, a holder of the check may be entitled to enforce payment against Company even when a stop payment order is in effect. Company agrees that if these circumstances do exist, then Bank will not be liable to Company in any manner whatsoever.

No stop payment order will be effective against a check that is paid before Bank had received the stop payment order and had a reasonable period of time to respond to the stop payment order.

Company may not use the System to place a stop payment on any automatic or preauthorized electronic debits, credits or payments, such as automatic monthly drafts or automated clearing house (ACH) debit or credit entries, bill payments or any payment order after execution by Bank. Bank may ignore any attempted stop payment order requests relating to the foregoing if the stop payment order is transmitted through the System.

## 22. Bill Payment

### 22.1 Description

Company can use the System to initiate bill payments (“Bill Payments”) in order to pay third parties (the “Bill Pay Service”). Specifically, the Bill Pay Service allows Company to make payments from its designated account (“Bill Pay Account”) to any of Company’s creditors located in the United States (each, a “Payee”).

## 22.2 Set up and Processing

Company’s Bill Pay Account will be debited for each Bill Payment. In order to make a Bill Payment to a third party, the Payee must be on Company’s authorized list of Payees. Company can add a Payee to Company’s authorized list by using the Bill Pay Service. If the Bill Pay Service approves Company’s Payee, then the Bill Pay Service will place the Payee on Company’s list of authorized Payees.

If a Bill Payment request “rejects” due to incorrect information (*i.e.* wrong account number), then Bank will receive notification of the rejected Bill Payment request from the Bill Pay Service on the business day following the day Company’s Bill Pay Account was debited. However, Company’s Bill Pay Account may not be recredited for the rejected Bill Payment request immediately if the Payee of the rejected Bill Payment is an electronic payee. Specifically, Bank will recredit Company’s Bill Pay Account for a rejected Bill Payment request when the Bank receives the credit from the Bill Pay Service.

Also, Company agrees that if Company’s Bill Pay Account receives the recredit for the rejected Bill Payment request via ACH, then Bank is not required to give Company next day notice of the ACH credit and that notification is sufficient by posting the recredited amount to the Bill Pay Account via the Bill Pay Service and listing it on Company’s periodic account statement. Company may resubmit the Bill Payment request once Company has sufficient available funds. Company accepts responsibility to correct the Payee information before resubmitting the rejected Bill Payment.

## 22.3 Payment Instructions

Company can request Bill Payments by providing the Bill Pay Service with correct payment instructions (“Payment Instructions”). Payment Instructions consist of the following:

- Name, address and telephone number of the Payee;
- Payee account number;
- Amount of the Bill Payment;
- The date on which Company wants the Payee to be paid (“Pay Date”); and
- Other information necessary for the Bill Pay Service to issue a Bill Payment on Company’s behalf.

The Bill Pay Service nor Bank is responsible if a Bill Payment is not made to a Payee because Company provided the Bill Pay Service with incomplete, incorrect or outdated information regarding the Payee or Company attempted to make a Bill Payment to a Payee that is not on Company’s list of authorized Payees.

## 22.4 Payment Limitations

No single Bill Payment or aggregate total of Bill Payments on any one business day can exceed the available balance in the Bill Pay Account. Available balance is determined under Bank’s funds availability policy. Also, all Bill Payments must be payable in U.S. Dollars. Company may not be able to make a Bill Payment if Company’s Bill Pay Account has insufficient available funds. Also, notwithstanding the foregoing, Bank has no obligation to execute a Bill Payment. If Bank does exercise this right, then Bank will notify Company as soon as is practicable that Bank refused to execute a Bill Payment. Bank will not be liable to Company or any third party if a Bill Payment is not made under these circumstances. Company is solely responsible for making alternate arrangements for any such Bill Payment.

Bank recommends that Company not use a money market or savings deposit account as Company's Bill Payment Account because federal regulations require Bank to limit by either contract or in practice the number of certain transfers from a money market or savings deposit account to six per month. Each fund transfer or payment through the System from Company's money market or savings deposit account is counted as one of the six limited transfers that Company is permitted each month.

#### 22.5 Prohibited Payments

Company may not use the Bill Pay Service to make Bill Payments to a federal, state or local government or tax unit, to any person subject to Office of Foreign Asset Control restrictions, or to other payees or categories of payees that Bank may establish from time to time.

#### 22.6 Scheduling Payments

In order to schedule a Bill Payment, each Payee must appear on Company's list of approved Payees and Company must be the person named on the account held with Payee for which a Bill Payment instruction is given. Company agrees that when scheduling a Bill Payment, the selected Pay Date must be 1-8 business days before the actual due date ("Due Date") set forth in Company's bill or invoice. If the Pay Date is not a business day, then Company's Bill Payment Account will be debited in the amount of the Bill Payment on the prior business day.

In many cases, Company's Bill Payments are electronically delivered to the Payee on the "Pay Date". However, some Payees are not set up to accept electronic payments. In these cases, a paper check will be sent, which may take between 5-8 business days to process and deliver to the Payee. The Bill Pay Service will provide an indication of how many business days to allow for each Payee that Company has set up through the Bill Pay Service.

Company must allow sufficient time for Bank to receive and process the Bill Payment (whether electronic or paper check) so that the funds can be delivered to the Payee before the Due Date (not taking into account any grace period provided by the Payee). These processing and timing requirements are shown above. If Company does not allow sufficient time, even if Company schedules a Bill Payment to arrive in any grace period, Company will assume full responsibility for all late fees, finance charges, or other actions taken by the Payee. Bank suggests that Company add an extra business day or two to the amount of business days indicated in the Bill Pay Service for each Payee in order to ensure prompt payments.

Company agrees that Bank may charge Company's Bill Payment Account by electronic transfer, "no signature required draft", or by debiting and remitting funds on Company's behalf.

#### 22.7 Cutoff Time

The Bill Pay Service is available to Company 24 hours a day and 7 days a week (except at times where there are periods of unavailability due to maintenance or upgrades to the System). Bank must receive Company's Payment Instructions before 4:00 p.m. on a business day that Company designates as the Pay Date. Payment Instructions for Bill Payment requests received by Bank after 4:00 p.m. or on a day that is not a business day may be treated by Bank as received on the next business day, delaying payment.

#### 22.8 Receipt of Payment Instructions

Company can choose any future business day as a Pay Date for Company's Bill Payment. Company can also instruct the Bill Pay Service to have a Bill Payment automatically recur in the future. Specifically, Company can use the Automatic Payment radio button set forth in the Bill Pay Service and request that a Bill Payment have a fixed amount and continue to be paid for a fixed frequency.

Bank is not responsible for mail delays. Company further understands and acknowledges that, due to circumstances beyond Bank's control (e.g., delays in handling and posting Bill Payments by Payees); some of Company's Bill Payments may not be received or processed by Company's Payee in a timely manner. Company is solely responsible for any late payment, interest or other penalties that may be

imposed as a result of circumstances beyond Bank's control or Company's failure to timely establish Company's Payment Instructions in the Bill Pay Service, except as otherwise provided for in this E-Access Agreement.

#### 22.9 Changing or Cancelling Payments

If Company schedules a Bill Payment, then Company may change or cancel it through the Bill Pay Service or call Bank with the request. However, Bank must receive Company's request to change or cancel a Bill Payment before 7:00 p.m. on or before the business day of the Pay Date of the Bill Payment. Although Bank will make every effort to accommodate Company's request to change or cancel a Bill Payment, Bank will have no liability for failing to do so if Bank has not received Company's request in a timely manner. Company acknowledges and agrees to strictly comply with all applicable procedures established by Bank for changing or canceling payments affected through the System.

#### 22.10 Stop Payment

The Bill Pay Service's ability to process a stop payment request will depend on the payment method used for the particular Payee (e.g. electronic payment or non-electronic payment) and whether or not a check has cleared. The Bill Pay Service may also not have a reasonable opportunity to act on any stop payment request after 7:00 p.m. on the business day before the Pay Date. If Company desires a stop payment on a Bill Payment instruction, then Company must contact the Bill Pay Service at (888)918-7636. Although the Bill Pay Service will make every effort to accommodate Company's stop payment request, Bank will have no liability for it failing to do so. The Bill Pay Service may also require Company to present Company's stop payment request in writing within 14 calendar days. The charge for each stop payment request will be \$25.

Oral stop payment requests will be in effect for a period of 14 calendar days. After 14 calendar days, Company's oral stop payment request will lapse and must be renewed in order to continue the stop payment request for another 14 calendar days. Written stop payment requests will be in effect for a period of twelve months. After twelve months, Company's written stop payment request will lapse and must be renewed in writing in order to continue the stop payment request for another twelve months. Bank may pay any check or item that is presented following the lapse of any stop payment request.

#### 23. Wire Transfers

Company can use the System to initiate a wire transfer request, which allows Company to transfer funds from Company's Account(s) at Bank to an account or beneficiary at another financial institution, subject to the terms and conditions of the Funds Transfer Agreement set forth in Exhibit B of this E-Access Agreement. Wire transfer requests delivered to Bank through the System in Company's name will be authenticated using the security procedures described in this E-Access Agreement. Company agrees and acknowledges that Company agrees to the terms and conditions of the Funds Transfer Agreement by checking the box below indicating such agreement and acknowledgement.

In the event the wire transfer service through the System is unavailable, Company should contact Bank for instructions as to the procedures to be followed for delivering wire transfer requests to Bank in Company's name; provided, however, Company agrees that Bank is not obligated to accept any such request.

#### 24. ACH Entries

Company can use the System to originate electronic funds transfer requests between Company's Account(s) at Bank and accounts of Company and third parties at other financial institutions using the ACH network on either a one-time or recurring basis, subject to the terms and conditions of the ODFI-ACH Originator Agreement set forth in Exhibit A of this E-Access Agreement. ACH data delivered to Bank through the System in Company's name will be authenticated using the security procedures described in this E-Access Agreement. Company agrees and acknowledges that Company agrees to the terms and conditions of the ODFI-ACH Originator Agreement by checking the box below indicating such agreement and acknowledgement.

In the event the ACH service through the System is unavailable, Company should contact Bank for instructions as to the procedures to be followed for delivering ACH data to the Bank in Company's name; provided, however, Company agrees that Bank is not obligated to accept any such request. A satisfactory completion of Bank's credit review process is also required.

#### 25. Fees and Charges

Company agrees to pay the fees and charges for the use of the Services as set forth in Bank's current fee schedule ("Fee Schedule"), as amended from time to time. Company agrees that all such fees and charges will be deducted at the beginning of each month from Company's checking account designated as the "Primary Checking Account" on Company's Enrollment Form. If the Primary Checking Account is closed for any reason, then Bank may deduct all fees and charges from any other Company Account or account until the Company designates another account as its Primary Checking Account. Company agrees to pay any additional charges for services Company requests that are not covered by this E-Access Agreement. Company acknowledges that it shall be separately responsible for telephone and Internet service fees incurred in connection with the Company's use of the System.

#### 26. Disclosure of Account Information and Transfers

In general, Bank will not disclose information about Company's Accounts, accounts or the transactions made by Company make except when: (i) the disclosure is necessary to complete a transfer or Service; (ii) the disclosure is requested in order to verify the existence and condition of Company's Account or account for a third party, such as a credit bureau or merchant; (iii) the disclosure is required to comply with government agency or court orders or is authorized or permitted by law; (iv) Company gives Bank Company's permission; or (v) the disclosure is otherwise permitted by law.

#### 27. Periodic Account Statements; Company's Duty to Notify Bank of Error

Company shall not receive a separate System statement. Transfers to and from Company's Accounts using the System will appear on the respective periodic account statements for the Company's Accounts. Company will notify Bank promptly (i) of any discrepancy between Company's records and the periodic account statements furnished by Bank to Company, or (ii) if a Communication purportedly made on Company's behalf or charged to Company Account or account was not authorized by Company, was erroneous or was executed improperly. Company will be deemed to have notice of any discrepancy or of an unauthorized or erroneous instruction when Company receives its periodic account statement or when Company receives actual notice that a Communication was accepted and acted upon by Bank or Company's Account or account was debited with respect to the Communication, whichever occurs first. Also, Company agrees that Company will be deemed to have "received" a periodic account statement at the earlier of the time that: (a) Bank first makes it available for Company to pick-up; (b) it is made available to Company by U.S. Postal Service; or (c) Bank makes it available through the System or by other electronic means.

If Company fails to notify Bank within 30 days after Company received its notice of discrepancy or of an authorized or erroneous Communication, then Bank will not owe Company any interest on the amount in question even if Bank is otherwise liable to Company in connection with the instruction or Communication or is obligated to credit Company for the amount of the Communication or any portion thereof. If Company fails to notify Bank of any such discrepancy within 30, then Company agrees that Bank shall not be liable for losses or damages, including, but not limited to, the principal amount of or loss of interest with respect to the unauthorized or erroneous Communication and Company will be precluded from asserting such discrepancy against Bank.

#### 28. Change in Terms

Bank may amend, modify, add or delete (collectively and individually a "change") the Services and this E-Access Agreement, in its sole discretion, and from time to time. A change may include a change to existing terms, a change in terms, a change that involves a new term or a change that involves certain conditions not otherwise contemplated by Company or Bank at the time this E-Access Agreement is entered. Company agrees that any such change will become effective as of the date indicated on the notice that is delivered to Company. Company's continued use of any or all of the Services shall

constitute Company's acceptance of the change in terms. Bank reserves the right to waive, reduce or reverse charges or fees in individual situations.

#### 29. Bank Liability for the Services

In the performance of its obligations pursuant to this E-Access Agreement, Bank shall be entitled to rely solely on the information, representations, and warranties provided by Company pursuant to this E-Access Agreement. Bank shall be responsible only for providing the Services expressly provided for in this E-Access Agreement, and shall be liable only for its gross negligence or willful misconduct in providing the Services. Bank shall not be responsible for Company's acts or omissions (including, without limitation, the amount, accuracy, timeliness of transmittal or authorization of any Communication or information received from Company) or those of any other person, including, without limitation, any Federal Reserve Bank, any other depository institution, ACH or transmission or communications facility, and no such person shall be deemed to be Bank's agent or representative. Company agrees to indemnify Bank against any loss, liability or expense (including attorney's fees and expenses) resulting from or arising out of any claim of any person that Bank is responsible for any act or omission of Company or any other person described in this Section 31.

EXCEPT AS OTHERWISE SPECIFICALLY AGREED IN WRITING, BANK, INCLUDING ITS SERVICE PROVIDERS, MAKES NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING A SERVICE OR ANY COMPUTER PROGRAM OR SOFTWARE PRODUCT OR COMPUTER OR INTERNET ACCESS PROVIDED USED IN CONNECTION WITH A SERVICE OR SYSTEM, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE..

Bank will not be liable for any loss, expense, error or delay caused by accident, labor unrest, flood, fire, electrical or mechanical failure, software defect, computer failure, an act or omission or delay by any third party (including but not limited to an act or omission of any ISP or any telephone or telecommunications carrier), legal constraint, war, terrorist action, pandemic event (which includes the fear of contracting an illness), act of God or any other cause or condition beyond Bank's reasonable control. Some examples include delay in processing transfers, loan payments, requests for loan advances, Bill Payments, wire transfer requests, ACH entries, or other Communications, or the inability to provide a Service. Bank will not be liable to Company for any damage arising out of or related to Bank's performance or nonperformance of a Service other than damage actually incurred resulting directly from Bank's failure to exercise reasonable care in performing the Service or breach of a duty to Company arising under this E-Access Agreement and subject to the limitations on actual damage as specifically provided for in this E-Access Agreement. This Section will survive the termination of the applicable Service and this E-Access Agreement.

Further, Company agrees and acknowledges that in the event of Bank's willful misconduct or as may specifically otherwise be provided in this E-Access Agreement, Bank's entire liability, and Company's sole remedy, shall not exceed the lesser of Company's actual damage or the fees actually paid to Bank by Company for the applicable Service during the six (6) month period preceding the date of the alleged negligence or breach, unless otherwise prohibited by a law. IN NO EVENT WILL BANK BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR SIMILAR DAMAGES IN CONNECTION WITH THIS E-ACCESS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS, EVEN IF BANK HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. This Section will survive termination of this E-Access Agreement.

Finally, COMPANY ACKNOWLEDGES AND AGREES THAT THE ABOVE LIMITATION ON DAMAGES IS A MATERIAL TERM OF THIS E-ACCESS AGREEMENT AND IS BEING RELIED UPON BY BANK WHEN ENTERING INTO THIS E-ACCESS AGREEMENT AND IN PROVIDING THE SYSTEM AND THE SERVICES.

#### 30. Termination

Company may cancel use of one or more of the Services at any time by providing Bank with written notice by postal mail or fax. Company's access to the particular Service or Services, if applicable, via the System will be suspended within 3 business days of Bank's receipt of Company's instructions to cancel

one or more Services. Company agrees, however, that Company shall remain responsible for all outstanding fees and charges incurred prior to the date of cancellation. Company must cancel all future Communications that are part of the Service that Company seeks to cancel. Bank may continue to execute Communications previously authorized by Company if Bank has not had a reasonable opportunity to act on Company's notice of termination. Bank will not be liable if Bank executes a Communication in such circumstances and Company will still be obligated for the Communication.

Bank reserves the right to terminate this E-Access Agreement, in whole or in part, for any reason or no reason and at any time. Also, Bank may terminate or limit access to the System or the Services for any of the following reasons: (a) without prior notice, if Company has insufficient funds in any one of its Accounts accessible by the System (Services may be reinstated, in Bank's sole discretion, once sufficient funds are available to cover any fees, pending transfers or Communications, and debits); (b) upon 3 business days notice, if Company does not contact Bank to designate a new Primary Checking Account immediately after the Primary Checking Account has been closed by either Bank of Company; or (c) upon reasonable notice, for any other reason in Bank's sole discretion.

Any termination of this E-Access Agreement or the Services, whether initiated by Company or Bank, will not affect any of Company's or Bank's rights and obligations under this E-Access Agreement which arise in connection with a transaction or Service used by Company prior to termination. In addition, the provisions of this E-Access Agreement relating to Company's and Bank's liability and the disclaimer of warranties (Sections 12, 13, 27, and 29) shall survive termination of this E-Access Agreement or the Services.

### 31. Notices

Unless this E-Access Agreement provides otherwise, Company may communicate with Bank in any one of the following ways:

E-mail – [help@fcbank.com](mailto:help@fcbank.com)

Telephone - **866-872-6481**

Facsimile - **805-437-4265**

Postal Mail:

- **FIRST CALIFORNIA BANK  
PO BOX 5112  
WESTLAKE VILLAGE, CA 91359-9972**

In Person: - by writing to the address of the branch where the applicable Account was originally opened by Company.

The addresses noted above may be changed by Bank by notifying Company of the changed address(es).

Company agrees that any notice or other type of communication provided pursuant to the terms of this E-Access Agreement, and any future disclosures required by law, may be made electronically by posting the notice on the System website or by e-mail. Company agrees to notify Bank immediately of any change in its e-mail address.

### 32. Assignment

Company may not assign this E-Access Agreement without Bank's express written consent. Company agrees that any attempted assignment by Company shall be void. However, Bank may assign this E-Access Agreement, including Bank's rights, interests and obligations under this E-Access Agreement, in whole or in part, or delegate any Bank's responsibilities under this E-Access Agreement to any other person or entity without notice to or consent from Company. This E-Access Agreement is binding upon Company, Bank, and their respective, officers, directors, representatives, agents, successors and assigns.

### 33. Waiver

Any waiver (express or implied) by either party of any default or breach of this E-Access Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach.

### 34. Headings

The headings in this E-Access Agreement are for convenience or reference only and will not govern the interpretation of the provisions.

### 35. Survival

Certain of the obligations of the parties pursuant to this E-Access Agreement that by their nature would continue beyond the termination, cancellation or expiration of this E-Access Agreement shall survive termination, cancellation or expiration of this E-Access Agreement.

### 36. Representations and Warranties

Company represents and warrants that it shall perform its obligations under this E-Access Agreement in accordance with all local, state and federal laws and regulations, including, but not limited to, the applicable regulations issued by the Office of Foreign Asset Control (OFAC).

### 37. Severability

If any provision of this E-Access Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect.

### 38. Entire Agreement

This E-Access Agreement constitutes the entire agreement between Company and Bank with respect to the subject matter hereof and there are no oral understandings or agreements relative hereto which are not fully expressed herein.

### 39. Governing Law

This E-Access Agreement is governed by federal laws and, unless preempted, by the laws of the State of California, without regard to its conflict of law provisions (except to the extent this E-Access Agreement can and does vary such laws).

### 40. **Tips on Safeguarding Company's Privacy**

First California Bank makes every effort to safeguard the privacy of Company's Account or account information. As part of this effort, the following are some helpful tips on how to avoid becoming a victim of e-mail and Internet fraud schemes:

- When accessing Bank's website, only do so by either typing in the website name or URL address (**[www.fcbbank.com](http://www.fcbbank.com)**) directly onto Company's Web browser or using a "book mark" that directly takes Company to Bank's website;
- Do not e-mail Company Account or account information, password or Personal Identification Number (PIN) to a Bank representative that is requesting this information via e-mail;
- When performing transactional based activity on Bank's website, verify the authenticity of the Web page by checking the properties on a secure Web page. The certificate displayed on the properties of the page should be current and provide a valid certificate name issued to [ibs.secure-banking.com](https://www.ibs.secure-banking.com) by Verisign.

If Company has additional questions or would like to report that you have been a victim of online fraud or identity theft, please contact any of our locations nearest Company for assistance.

#### 41. ARBITRATION

The parties expressly agree that any legal proceeding, any action, dispute, claim or controversy of any kind (e.g., whether in contract or in tort, statutory or common law, legal or equitable) now existing or hereafter arising between the parties in any way arising out of, pertaining to or in connection with this E-Access Agreement shall be resolved by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration (“AAA”). The foregoing matters shall be referred to as a “Dispute.” Any of the parties hereto may, by summary proceedings (e.g., a plea in abatement or motion to stay further proceedings), bring an action in court to compel arbitration of any Dispute. Any such arbitration shall proceed in Los Angeles County, California, and shall be governed by the substantive laws of the State of California.

The decision of the arbitrator shall be final and binding upon all parties and judgment upon the award may be entered in any court having jurisdiction thereof by any party. Any arbitrator chosen to preside over the Dispute must be a member of the California State Bar either actively engaged in the practice of law or a retired member of the California state or federal judiciary, and unless otherwise agreed in writing, must have expertise in the process of deciding disputes in the deposit account and/or electronic banking services context.

Any party who fails to submit to binding arbitration following a lawful demand of the opposing party shall bear all costs and expenses, including reasonable attorney fees, incurred by the opposing party in compelling arbitration.

In Disputes involving indebtedness or other monetary obligations, each party agrees that the other party may proceed against all liable persons; jointly and severally, or against one or more of them, less than all, without impairing rights against other liable persons. Nor shall a party be required to join the principal obligor or any other liable persons in any proceeding against particular person. A party may release or settle with one or more liable persons as the party deems fit without releasing or impairing rights to proceed against any persons not so released.

These arbitration provisions shall survive any termination, amendment or expiration of any provision of the E-Access Agreement, unless otherwise expressly agreed in writing.

UNLESS SPECIFICALLY PROVIDED OTHERWISE UNDER LAW, THE PARTIES UNDERSTAND THAT THEY ARE WAIVING THEIR RIGHT TO A JURY TRIAL, OR A TRIAL BEFORE A JUDGE IN A PUBLIC COURT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written below.

Check below if Company wishes to implement additional security procedures and originate ACH and/or wire transfers using the System:

\_\_\_\_\_ initials. Company wishes to originate **ACH transactions** via the System and Company has read and agreed to the rules and provisions in Exhibit A.

\_\_\_\_\_ initials. Company wishes to originate **wire transfers** via the System and Company has read and agreed to the rules and provisions in Exhibit B.

\_\_\_\_\_ initials. Company wishes to use Bank’s authentication tool called “Secure Code.” This authentication tool requires Company to input a code into the System that was delivered to Company’s registered phone before Bank will execute one or more Communications. The Secure Code will serve as an additional security procedure. Bank will use the Codes and the “Secure Code” as the authentications tools to verify and authenticate Communications given in Company’s name and delivered to Bank through the System.

ACKNOWLEDGED BY:

COMPANY: \_\_\_\_\_

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

FIRST CALIFORNIA BANK

\_\_\_\_\_  
Officer Name (Please Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

## **EXHIBIT A**

### **ODFI - ACH ORIGINATOR AGREEMENT (Internet Banking System)**

The following terms and conditions apply to company-initiated Automated Clearing House (ACH) entries through the System in company's name:

1. Definitions.
  - a. Unless otherwise defined herein, the term "Rules" shall mean the rules of the National Automated Clearing House Association and the local ACH Association.
  - b. Unless otherwise defined herein, capitalized terms shall have the meanings provided in the Rules.
  - c. The term "Entries" shall have the meaning provided in the Rules and shall also mean the data received from Company hereunder from which Bank prepares Entries.
2. Transmittal of Entries by Company. Company wishes to initiate credit or debit Entries by means of the Automated Clearing House Network pursuant to the terms of this Exhibit A to the E-Access Agreement, the rules of the National Automated Clearing House Association and the local ACH Association (the "Rules"), and Financial Institution is willing to act as an Originating Depository Financial Institution with respect to such Entries. Company shall transmit PPD (Prearranged Payments & Deposits) or CCD (Cash Concentration or Disbursement) credit or debit Entries to Bank to the location(s) in accordance with the terms and conditions of this Exhibit A to the E-Access Agreement.
3. Security Procedures. Bank will use the security procedures set forth in the E-Access Agreement, which includes but may not be limited to, Codes to verify the authenticity of Company's Entries. Company agrees that the security procedures are not designed to and are not for the purpose of detecting error. Company agrees that it has reviewed the security procedures set forth in the E-Access Agreement, or in any other applicable document Bank may provide from time to time, and that they are commercially reasonable for Company, taking into consideration the type, size and frequency of Entries anticipated by Company. Company agrees periodically to review the security procedures in light of Company's actual Entries and usage, to confirm that the security procedures remain commercially reasonable. Company acknowledges that Company may change the security procedures at any time by notice to Bank, and Company agrees to do so when and if needed to ensure that the security procedures are and continue to be commercially reasonable for the type, size and frequency of Entries delivered by Company to Bank.

If Bank accepts an Entry in the name of Company in compliance with the security procedures, then Company will be obligated on the Entry and it will be treated as Company's Entry, whether or not the Entry was authorized by Company.

If an Entry received by Bank was transmitted or authorized by Company, Company will be obligated on the Entry whether or not Bank complied with the security procedures, whether or not that Entry was erroneous in any respect, and whether or not error would have been detected if Bank had complied with such security procedures.

Company is responsible for maintaining the confidentiality of the security procedures, including any security passcodes, codes or credentials. Company will implement a comprehensive security program that includes administrative, technical and physical safeguards. Company will notify Bank immediately in the event Company suspects that any security procedure has been or may be compromised or rendered ineffective.

4. Payment by Company for Entries and Services. Company shall pay Financial Institution the amount of each Entry transmitted by Financial Institution pursuant to this Agreement. Company shall pay Bank for the charges for the services provided in connection with this Agreement, as set forth in the applicable fee schedule(s) delivered to Company at account opening before Bank will execute the Entry. Bank's fees are subject to change.
5. Processing, Transmittal, and Settlement by Bank.
  - a. Except as provided in Section 6, On-Us Entries and Section 7, Rejection of Entries, Financial Institution shall (I) process Entries received from Company to conform with the file specifications

set forth in Rules, (II) transmit such Entries as an Originating Depository Financial Institution to First California Bank (the "ACH") acting as an Automated Clearing House "ACH" Operator, and (III) settle for such Entries as provided in the Rules.

- b. Bank shall transmit or complete the necessary batch authorization of such ACH Entries by the Delivery Date deadline of the ACH prior to the Effective Entry Date shown in such Entries, provided (I) such Entries are received by Financial Institution's related cut-off time of 4:00 p.m. local time of Bank on a business day, (II) the Effective Entry Date is at least two days after such business day, and (III) the ACH is open for business on such business day. For purposes of this Agreement (x) a "business day" is a day on which Financial Institution is open to the public for carrying on substantially all of its business [other than a Saturday or Sunday], and (y) Entries shall be deemed received by Financial Institution, in the case of transmittal by tape, when received by Financial Institution, and in the case of transmittal by electronic transmission, when the transmission (and compliance with any related security procedure provided for herein) is completed.
- c. If any of the requirements of clause, (I), (II), or (III) of Section 5(b) is not met, Financial Institution shall use reasonable efforts to transmit such Entries to the ACH by the next deposit deadline of the ACH which is a business day and a day on which the ACH is open for business.

Company acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by Bank to the Receiving Depository Financial Institution may be made by the Receiving Depository Financial Institution (or by Bank in the case of an On-Us Entry) on the basis of the account number supplied by the Company, even if it identifies a person different from the named Receiver, and that Company's obligation to pay the amount of the Entry to Bank is not excused in such circumstances.

6. On-Us Entries. Except as provided in Section 7, Rejection of Entries, in the case of an Entry received for credit to an account maintained with Financial Institution (an "On-Us Entry"), Financial Institution shall credit the Receiver's account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirements set forth in clauses (I) and (II) of Section 5(b) are met. If either of those requirements is not met, Financial Institution shall use reasonable efforts to credit the Receiver's account in the amount of such Entry no later than the next business day following such Effective Entry Date.
7. Rejection of Entries. Bank may reject any Entry which does not comply with the requirements of Section 2, Transmittal Of Entries By Company, or Section 3, Security Procedures, or which contains an Effective Entry Date more than one day after the business day such Entry is received by Bank. Bank may reject an On-Us Entry, for any reason for which an Entry may be returned under the Rules. Bank may reject any Entry if Company has failed to comply with its account balance obligations under Section 11, The Account. Bank may reject any entry of Company that does not adhere to security procedures described in this Exhibit A to the E-Access Agreement and the E-Access Agreement. Bank shall notify Company by phone or electronic transmission including e-mail of such rejection no later than the business day such Entry would otherwise have been transmitted Bank to the ACH or, in the case of an On-Us entry, its Effective Entry Date. Notices of rejection shall be effective when given. Bank shall have no liability to Company by reason of the rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein.
8. Cancellation or Amendment by Company. Company shall have no right to cancel or amend any Entry after its receipt by Bank. However, if such request complies with the security procedures for the cancellation of Data, bank shall use reasonable efforts to act on a request by Company for cancellation of an Entry prior to transmitting it to the ACH or, in the case of an On-Us Entry, prior to crediting a Receiver's account, but shall have no liability if such cancellation is not effected. Company shall reimburse Bank for any expenses, losses, or damages Bank may incur in effecting or attempting to affect Company's request for the reversal of an entry.
9. Notice of Returned Entries. Bank shall notify Company by phone or electronic transmission including e-mail of the receipt of a returned entry from the ACH no later than one business day after the business day of such receipt. Except for an Entry retransmitted by Company in accordance with the requirements of Section 2, Transmittal of Entries By Company, Bank shall have no obligation to retransmit a returned Entry to the ACH if Bank complied with the terms of this Agreement with respect to the original Entry.

10. Evidence of Authorization. Company shall obtain all consents and authorizations required under the Rules and shall retain such consents and authorizations for two years after they expire.
11. Tapes and Records. All magnetic tapes, Entries, security procedures and related records used by Bank for transactions contemplated by this Agreement shall be and remain Bank's property. Bank may, at its sole discretion, make available such information upon Company's request. Any expenses incurred by Bank in making such information available to Company shall be paid by Company.
12. Data Retention. Company shall retain data on file adequate to permit remaking of Entries for five (5) days following the date of their transmittal by Bank as provided herein, and shall provide such Data to Bank upon its request.

## **EXHIBIT B**

### **FUNDS TRANSFER AGREEMENT TERMS AND CONDITIONS**

The following terms and conditions apply to wire transfer requests to Bank through the System in Company's name:

1. Funds Transfer Requests. Company may submit requests for funds transfer or payment orders ("Requests") in accordance with the terms and conditions of this Exhibit B to the E-Access Agreement, and Bank will execute Requests received by Bank in the name of Company. Unless otherwise specifically agreed to in writing, in order to deliver one or more Request to Bank, Company must use the Bank's online banking system ("System"), which includes following the instructions on the "Wire Transfer Screen." Bank is not obligated to execute Requests received otherwise from Company. Funds must be available in accordance with Bank's funds availability policy in the account specified in the Request at the time the Request is received. Bank may choose the funds transfer mechanism (for example, Fedwire, correspondent bank transfer, internal transfer, letter) to be used when acting upon a Company's Request. A Request is deemed received by Bank only when actually received by Bank, in the form and content specified by Bank.

2. Security Procedures to Verify a Request. Bank will use the security procedures set forth in the E-Access Agreement, which includes, but may not be limited to, Codes to verify the authenticity of Company's Requests. Company agrees that the security procedures are not designed to and are not for the purpose of detecting error. Company agrees that it has reviewed the security procedures set forth in the E-Access Agreement, or in any other applicable document Bank may provide from time to time, and that they are commercially reasonable for Company, taking into consideration the type, size and frequency of Requests anticipated by Company. Company agrees periodically to review the security procedures in light of Company's actual Requests and usage, to confirm that the security procedures remain commercially reasonable. Company acknowledges that Company may change the security procedures at any time by notice to Bank, and Company agrees to do so when and if needed to ensure that the security procedures are and continue to be commercially reasonable for the type, size and frequency of Requests delivered by Company to Bank.

If Bank accepts a Request in the name of Company in compliance with the security procedures, then Company will be obligated on the Request and it will be treated as Company's Request, whether or not the Request was authorized by Company or by any Authorized Agent.

If a Request received by Bank was transmitted or authorized by Company, Company will be obligated on the Request whether or not Bank complied with the security procedures, whether or not that Request was erroneous in any respect, and whether or not error would have been detected if Bank had complied with such security procedures.

Company is responsible for maintaining the confidentiality of the security procedures, including any security passcodes, codes or credentials. Company will implement a comprehensive security program that includes administrative, technical and physical safeguards. Company will notify Bank immediately in the event Company suspects that any security procedure has been or may be compromised or rendered ineffective.

3. Payment to Bank. Unless otherwise agreed to in writing, Company must pay Bank the amount of any funds transfer, plus any applicable fee, including but not limited to, the fees set forth in the applicable fee schedule(s) delivered to Company at account opening before Bank will execute the Request. Bank's funds transfer fees and other related fees are subject to change. Company agrees and acknowledges that Company's instruction to execute a Request in Company's name also constitutes Company's instruction to Bank and to any intermediary bank chosen by Bank, if Company fails to choose an intermediary bank, to obtain payment of Bank's and intermediary bank's charges for services and expenses in connection with the execution of Company's Request by issuing the Request in an amount equal to the amount of Company's initial Request less the amount of Bank's and intermediary bank's fees and charges. However, only those intermediary banks and their fees listed in the applicable fee schedule(s) delivered to Company at account opening can be imposed by an intermediary bank. Company agrees that if an intermediary bank that is not specifically set forth in Bank's fee schedules imposes its fees and charges in connection with executing Company's Request and such imposition of fees are imposed by reducing the amount of Company's initial Request, Bank will not be liable in any manner whatsoever for Company's damages and such liability is without regard to whether the intermediary bank was chosen by Bank.

4. Acceptance and Execution of Requests. A Request is considered executed when Bank executes it. A Request must be received by Bank prior to Bank's cut-off hour (or, deadline) for funds transfer requests, currently 1:00 p.m. local time of Bank for domestic Requests and 12:00 p.m. local time of Bank for non-domestic Requests (which are in U.S. dollars), but subject to change. A Request received after the cut-off hour, or on a non-Business Day, may be executed by Bank on the next business day. If a Request does not specify a date on which funds are to be transmitted, Bank may transmit the funds and execute the Request on the business day following the business day of receipt of the Request; however, Bank will normally execute the Request on the business day of receipt of the Request, provided that Bank receives the Request prior to the applicable cut-off hour.

Bank may reject a Request for any reason or for no reason, including insufficient available funds in the account specified in the Request (the "Account"), inability to verify the authenticity of the Request in accordance with applicable security procedures, or otherwise. Bank will seek to notify Company by mail or phone if Bank rejects a Request.

Bank shall notify Company of a returned Request no later than the next business day after receipt. Bank is under no obligation to re-execute a Request.

Company may not be able to amend or cancel a Request after the Request has been received by Bank. Bank may at its discretion use reasonable efforts to act on Company's request for amendment or cancellation, but will not be liable if it does not do so. Furthermore, Company will indemnify and hold Bank harmless from any and all liabilities, costs and expenses Bank may incur in its amendment or cancellation efforts.

When a Request contains a name and account number, payment may be made by Bank and/or by other banks to which a Request is forwarded based solely on the account number even if the account number identifies a beneficiary different from the beneficiary named by Company. Company acknowledges that Bank and other banks to which a Request is forwarded may rely on any bank identification number supplied by Company as a means to identify any other bank, even if the identification number is different than the bank named by Company. Company's obligation to pay the amount of the funds transfer to Bank is not excused in such circumstances.

Company acknowledges that any Request executed by Bank will be subject to rules and regulations applicable to payment orders, including record-keeping and information transmittal requirements under the federal Bank Secrecy Act and its implementing regulations. Company acknowledges and agrees that Bank may capture and transmit information regarding Company (for example, Company's name, address and account number) and regarding any beneficiary (for example, beneficiary's name, address, other beneficiary identifiers, and beneficiary's account number) as part of the processing of a payment order. Company agrees to assist Bank in connection with any requirements imposed on Bank in fulfilling Bank's obligations in this regard.

5. Foreign Currency Requests. Subject to the terms and conditions of this Exhibit B, when Bank offers U.S. currency Requests sent to foreign countries, Company agrees to the following:

(i) Company may use the services contemplated under this Exhibit B to send a Request to a foreign country in U.S. dollars only; however, Bank may transfer payment for the Request in the currency of the beneficiary bank's country at Bank's buying rate of exchange for U.S. dollar transfers;

(ii) If, for any reason the Request is returned, then the refund will be in U.S. dollars or in foreign currency, as received by Bank;

(ii) If the returned Request is received in U.S. dollars, then one or more sending banking may have engaged in currency conversions and Company will get the amount of U.S. dollars after the conversion of the foreign money, whether based on the buying rate of the bank(s) converting the currency to U.S. dollars on the date of the refund, or based on the Bank's current conversion rate and less any charges and expenses incurred by Bank; and

(ii) The exchange rates used for processing may be a rate selected by Bank or other intermediaries from a range of rates available in wholesale currency markets, which rate may vary from the rate the Bank and the other intermediaries themselves receive, or the government-mandated rate (if any) in effect (these rates may not be the lowest available to Company, or to Bank or other intermediaries).

6. Designation of Funds Transfer System and/or Intermediary Bank. In the event Company does not specify a funds payment system or an intermediary bank when initiating a particular Request, Bank may use one or more the of the following: Fedwire System, The Independent Bankers Bank ("TIB"), Clearing House Interbank Payment System, Society for World-Wide Interbank Financial Telecommunications, Wells Fargo, an intermediary bank identified by the foregoing systems or bank as a correspondent bank of the beneficiary's bank, or any other payment system or intermediary bank which Bank deems reasonable under the circumstances. Company agrees to be bound by the rules of the funds transfer system utilized.

7. Funds Transfer Delays or Failures. Bank will not be responsible for failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, terrorism, emergency conditions or other Act of God or circumstances beyond Bank's control. In addition, Bank shall be excused from failing to accept, execute or settle with respect to a Request if: (a) to do so would result in Bank's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Bank otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. or state governmental regulatory authority; or (b) Bank reasonably and in good faith believes that any legal process may limit or otherwise affect Bank's actions. For purposes of the foregoing, Bank shall be entitled to accept as valid all documents presented to Bank without investigation and shall not be charged with knowledge of any defect in a document based solely on Company having challenged the legitimacy of a document (or the process by which it was served).

8. Data Retention. Company shall retain data on file adequate to permit remaking or reconstruction of all Requests for one year following the date of the execution of the Request to which such data relate, and shall provided such data to Bank upon its request.