



CASH MANAGEMENT SERVICES
BUSINESS INTERNET BANKING SERVICE AGREEMENT

This AGREEMENT is made this _____ day of _____, _____, (the Agreement) by and between Far East National Bank (the "Bank") and _____ (the "Customer").

WHEREAS, the Bank distributes to its customers certain electronic management and information services "products" which Products are available to such customers utilizing a personal computer with internet access capability.

WHEREAS, the Customer wishes to obtain the right to use the Products upon the terms and conditions hereinafter provided, and the Bank is willing to offer such products and services on the terms and conditions set forth below in this Agreement.

NOW THEREFORE, the parties hereto agree as follows:

1. The Products. Customer hereby accepts each of the Products set forth in Exhibit A of this Agreement. Customer may at any time, and from time to time, request additional Products under this Agreement by executing a Request for Business Services and delivering it to the Bank.

2. Customer Account(s). Customer hereby requests that each of its accounts with the Bank listed on the Accounts Schedule annexed hereto as Exhibit B be made available for access through the appropriate Products. Customer may request the Bank to include accounts of affiliated companies for access through the Product (i.e. companies in which Customer or its parent have direct or indirect majority ownership), and Customer represents and warrants that it is authorized to give such instructions and to have such accounts included. Customer shall provide appropriate authorizations from such companies to the Bank permitting their account (s) to be so included. The Bank may also require the Customer or such affiliated companies or the Customer to execute an agreement in form and substance similar to this Agreement to cover internet banking services to such affiliated companies.

3. Access To Account Data. Customer may obtain balance and other account information through the Product on any Bank business day except as otherwise noted below in this Paragraph 3. Bank business days ("Business Days") are those portions of days on which the Bank is open for the receipt, processing or transmission of items, which generally are the same as the announced business days of the Federal Reserve Bank of San Francisco and which generally mean **Monday through Friday, excluding national, and state holidays.** Because certain information and transactions are not processed by the Bank until after the close of the Business Day, some transactions may not be reflected until the next Business Day. Items that may have been posted to your account may be reversed due to insufficient funds, stop payment, etc. Items may appear as paid, yet may be reversed the next Business Day. Certain balances also may not be subject to immediate withdrawal. Customer may access Business Internet Banking anytime, except for the periods of time during which maintenance is performed, and during times of unscheduled maintenance or system failure. **CAUTION: Customer understands and agrees that each and every authorized user may be able to access, view and transact upon all linked accounts unless Customer limits system access via the Administration function. Customer shall take appropriate steps to protect and keep confidential the use of all access codes. Customer is and will be responsible for all access to Business Internet Banking.**

4. The Bank's Obligation. (a) The Bank agrees to transmit the applicable financial data under its control required to utilize the Products selected by Customer and to act on appropriate instructions received from the Customer in connection with the Products. Customer understands and agrees that the Bank or its designated agent will provide support for the Product.

(b) It is further understood that the availability of the services to be provided by means of the Products is at all times conditioned upon the corresponding operation and availability of those computer services and systems used in communicating the Customer's instructions and requests to the Bank and the Bank's response, including but not limited to the Customer's Internet Software (browser), Internet Service Provider (ISP), telephone lines and other physical means of communication. The Bank makes no representation or warranty with regard to the operation and availability of computer services due to failure of operation or mechanical defects associated with Customer's browser, ISP, telephone lines or other internet communication services provided to Customers by third parties or for any other reason that physically prevents or hampers electronic communication to use of the Product or Customer's accounts with the Bank.

(c) **The Bank shall exercise reasonable care to prevent access to Customer's accounts by unauthorized persons, but except to the extent losses are caused by the Bank's failure to exercise such reasonable care, the Bank shall not be held liable or have or be deemed to have any responsibility of any kind for any loss incurred or damage suffered by the Customer by reason or in consequence of any unauthorized person gaining access to or otherwise making use of the system. The Customer assumes full responsibility for the consequences of any misuse or unauthorized use of or access to the system or disclosure of any confidential information or instructions of the Customer by the Customer's employees, agents or other third parties.**

5. Customer's Responsibilities. Customer will use the System only for its own internal business use in accordance with the terms of this Agreement, and agrees to be solely responsible for Customer's proper use of the System, including but not limited to the Product. Customer will furnish to Bank in a timely manner such information, authorizations, forms and documents as Bank may request from time to time. Customer warrants the accuracy and authenticity of any such information or writings provided to Bank.

6. Administrative Rules. This Agreement shall be subject to such administrative rules as the Bank may from time to time establish and disseminate in connection with the services provided by the Bank for the Products.

7. Wire Transfers. The attached Business Internet Banking Wire Transfer Service Addendum is incorporated herein by reference. All terms and conditions set forth on the attached Addendum shall apply to wire transfer services provided by the Bank.

8. Stop Payments. If the Customer uses the Internet Stop Payment feature, the stop payment request must follow the procedures and specifications set forth in this Paragraph 8, which governs the delivery of stop payment services. The Bank Deadline is **9:00 PM (Pacific Time)** on a Business Day and a stop payment request received after that time will be processed on the next Business Day. Customer must provide the Bank with complete and accurate information in a timely manner on: the number of the account in question from the approved accounts on the system; the date of the item; the item number; the **EXACT** amount of the item (dollars and cents); the payee name. If any information is incomplete or incorrect, the Bank will not be responsible for failing to stop payment on the item. Stop payment requests which cover a range of checks that are missing or stolen will be processed without regard to the dollar amount. Requests become effective when received in a timely manner and the Bank has verified that the item has not been paid. PLEASE NOTE: WE WILL NOT VERIFY ITEMS PAID MORE THAN SIXTY (60) DAYS PRIOR TO THE RECEIPT OF THE REQUEST. Stop payment orders are effective for only six months unless renewed by the Customer prior to expiration of the original order. From time to time, the system may be inoperable. If that occurs, your request can be communicated to us by telephone instructions.

9. Internal Transfers. The Customer may initiate requests for the transfer of funds between the approved accounts on the System. Transfer requests which are initiated prior to **9:00 PM (Pacific Time)** on a Business Day will be effective as of the close of business of that Business Day. Transfers which are initiated after **9:00 PM (Pacific Time)** on a Business Day or on a non-business day will be effective as of the close of business of the following Business Day. The Customer, by initiating the transfer of funds from an account, represents and warrants to the Bank that the balance of collected funds in the account is equal to or greater than the amount of the transfer request. The Bank shall have no obligation, duty or responsibility to verify the availability of collected funds in the account at the time of the transfer request. If an overdraft is created as a result of a transfer, the Customer agrees to reimburse the Bank for the amount of the overdraft immediately upon request and to pay such charges as may be imposed by Bank as a result of the overdraft.

10. Automated Clearing House (ACH) Payments and Collections. The Automated Clearing House (ACH) Payments and Collections service is subject to The Automated Clearing House Origination Agreement and approval by Bank and is incorporated herein by reference. All terms and conditions set forth on The Automated Clearing House Origination Agreement shall apply to ACH services provided by the Bank.

If the Customer has requested either the ACH Payments or ACH Collections capabilities, the Customer acknowledges and agrees to the Bank Deadline of **4:00 PM (Pacific Time)** on each Business Day. ACH payments and collections requests received after **4:00 PM (Pacific Time)** will be processed by the Bank on the next Business Day.

11. Federal Tax Payments. Federal Tax Payments services are subject to this Agreement, as supplemented by a separate Business Internet Banking Federal Tax Payment Service Agreement between the Customer and the Bank, and eligibility for such services are subject to approval by the Bank. All terms and conditions set forth on The Business Internet Banking Federal Tax Payment Service Agreement shall apply to Federal Tax Payment services provided by the Bank.

12. Bill Payment Service. If the Customer requests the Bill Payment Service feature, the Customer agrees and acknowledges that the following terms and conditions shall apply in all events to such service:

- To accurately follow product use instructions contained within the on-line Help;
- To transmit bill payments (payment transaction date) at least ten (10) business days before due date, excluding any grace period;
- To provide correct payee name, address, account information and payment amount;
- To maintain sufficient funds in the funding account on the payment transaction date requested;
- To notify the Bank or its authorized agent no later than 60 days after Customer receives the first statement on which a problem or error may have occurred;
- That the Bank may send notices and disclosures electronically to an e-mail address designated by Customer or to a website location specific to Customer, as permitted by the Bill Payment service being provided to Customer by the Bank and as permitted under applicable regulatory guidelines, and that any such electronic notices and disclosures posted by the Bank to such website or transmitted to such e-mail address shall be deemed to have been given "in writing" and received by Customer, and Bank shall have no obligation to take any further action in the event such e-mail notices are returned to Bank as undeliverable;
- That Far East National Bank or its authorized agent may require up to 45 days to investigate a complaint or question. If an issue is reported orally, Customer will be required to send a written statement explaining the complaint or question to the Bank within 10 business days after Customer's oral communication to the Bank. Bank will correct any error as promptly as possible and communicate the correction to Customer. If a determination is made that there has been no error, a written explanation will be sent by the Bank to Customer within 5 business days after the investigation is completed.
- This service may not be used to transmit tax payments or alimony, child support or other court directed payments.
- The Bank shall not be held responsible for monitoring, processing, or refusing to process a duplicate payment instruction.

12 (a) : Using the Service. Bill Payment Service allows Customer to make payments to a third party from a Far East National Bank checking account. To make payments, you must request the payment withdrawal from your checking account. After we receive your payment instructions, we will make your payment either by: a) transferring funds electronically from your account to the payee, or b) preparing a check and sending it payable to the payee via U.S. mail. Checking accounts that require more than one signature for a withdrawal are not eligible for this service and cannot be used to make payments.

12 (b) : Scheduling Bill Payments. The payment date may be any Business Day up to 365 days in advance. If your payment is by check, you should enter and transmit your payment instructions at least **10 full Business Days** before the payment is due (although payments may be made as late as 7 full Business Days before the due date, you should allow 10 Business Days). If your payment is made by electronic payment, you should enter and transmit your payment instructions at least **5 full Business Days** before the due date, (although payments may be made as late as 3 full business days before the due date, you should allow 5 full Business Days).

12 (c) : Timeliness; Late Charges. Customer agrees that requests for payments will be made in a timely manner and hereby acknowledges that it is Customer's sole responsibility to request payments in such timely manner to assure that payments are made on time. Customer is responsible for any late charges or other penalties that may be imposed by the Bank as a result of Customer's failure to transmit payment instructions at least 10 full Business Days (for check payments) and at least 5 full Business Days (for electronic payments) prior to the payment due date.

12 (d) : Charges To Your Account. When Customer enters and transmits a payment, Customer authorizes the Bank to withdraw the necessary funds from Customer's designated Far East National Bank account. Customer agrees to instruct the Bank to make a withdrawal only when sufficient balances are or will be available in Customer's designated account at the time of withdrawal. If Customer's checking account contains insufficient or uncollected funds in an amount insufficient to make a payment, Bank may exercise its rights to: (a) refuse to pay the item or (b) make the payment and proceed to collect the amount of the payment from Customer. In either case, Customer will be assessed a per item fee in addition to any Check Paid/Return Check charges as referenced in the Bank's Business Accounts Disclosure brochure. Customer hereby authorizes Bank to deduct all applicable amounts, fees or charges Customer owes Bank in connection with any payment request under Section 11 of this Agreement from any deposit or savings account Customer owns and maintains with the Bank in which Customer has a right of withdrawal, except a Retirement Plan Account, but including any Certificate of Deposit Accounts (which may result in a penalty for early withdrawal). Customer further authorizes Bank to deduct other maintenance or miscellaneous charges due and owing by Customer to Bank in connection with such bill payment services.

12 (e) : Bill Payment Payees. Customer may use the bill payment services to pay payees with United States addresses except where prohibited by law. The first time Customer requests that a payment be made to a payee, Customer must specify the payee's address and account number. Bank expressly reserves the right to refuse to pay certain payees. Should Bank refuse Customer's request to pay a particular payee following a request by Customer, Bank will notify Customer of such request within 24 hours of such refusal.

12 (f) : Bill Payment Cut-Off Times. Current Bill Payment requests must be received by **7:00 p.m. (Pacific Standard Time)** Monday through Friday in order to be processed by the next Business Day. Single payments may be arranged to be made up to 365 days in the future. Time frames for payment processing reflect the following industry standards:

- Electronic payments - **5 full Business Days**
- Check payments - **10 full Business Days**

NOTE: Transactions entered on a Friday after 7:00 p.m. Pacific Standard time, weekends or holidays are processed on the next Business Day.

12 (g) : Bill Payment Limitation. The maximum payment amount per check is limited to \$9,999.99. If the total payment amount exceeds \$9,999.99 multiple payments may be required. However, no more than one payment to each payee will be processed per day. For multiple payments to the same payee, Customer must make a request on a different Business Days

12 (h) : Canceling a Bill Payment. Customer may use Bill Payment services to cancel any payment request that has already been scheduled provided that the cancellation request is received before the payment is processed. Customer must transmit the cancellation request at least **five (5) Business Days** before the payment is scheduled to be made. If the cancellation request is not received at least **five (5) business Days** before the payment is scheduled to be made, the Bank cannot guarantee cancellation request will be honored by the Bank and that the payment will be canceled and Customer will be responsible for making the payment. If it is too late to cancel the payment through Business Internet Banking, Customer may be able to do so by calling the Bank's Helpline at (800) 593-4345. The Bank will attempt to cancel the payment as long as the Bank receives Customer's cancellation request prior to honoring the payment. The Bank shall not be held responsible by Customer for any liability, loss, cost or risk resulting from or associated with the cancellation of a payment.

13. Charges and Taxes. Customer agrees to pay to the Bank promptly all fees listed in the Fee Schedule attached hereto as Exhibit A. Such fees may be changed by the Bank from time to time upon 30-day notice to Customer. In addition to said fees, Customer agrees to pay all sales, use or other taxes (if any) applicable to the services provided hereunder, excluding, however, taxes based upon the Bank's net income. Furthermore, Customer shall be responsible for the costs of any communication lines or any data processing charges or services charges payable to third parties.

14. Indemnification By Customer. In consideration of the services to be rendered on behalf of Customer by Bank hereunder, Customer agrees to indemnify and hold Bank, its officers, employees, directors and representatives, affiliates and agents (each an "Indemnified Party" and collectively the "Indemnified Parties") harmless from and against any and all damages, losses, costs or expenses which arise out of, are based upon or are related to the services performed by Bank hereunder and which are suffered or incurred by an Indemnified Party in connection with an actual or threatened claim or legal proceeding by a third party and in relation to Customer and the services of Bank to Customer hereunder, including the payment of reasonable attorneys' fees and other expenses of an Indemnified Party incurred in enforcing its rights against Customer. This provision shall apply only to Customer activities which occur after the execution of this agreement and shall remain in effect for a period of three (3) years following the termination or expiration of this Agreement.

15. Privacy of Information As stated in Section 15 below, Customer acknowledges and agrees that due to the nature of the Internet, there are certain risks associated with internet banking usage and that the transmission of Customer's sensitive financial and other information may lose its confidential and private status as a result of such transmission and Customer's decision to use internet banking services. Bank has no control over information that is transmitted over the Internet and assumes no liability for the loss of such confidential and the private status of Customer's information as a result of its transmission over the Internet. Any loss, cost, expense or damage that Customer suffers as a result of the use of the Internet shall be borne by Customer and not Bank, and Customer shall defend, indemnify and hold harmless Bank and Bank's officers, employees and agents for any third party claim arising from Customer's use of the Internet.

16. Internet Security Risks. Information transmitted over the Internet may be subject to the risk of unauthorized access, alteration or modification. By using this service, Customer assumes these risks, and associated risks, (e.g. identity theft, theft of funds, disclosure of financial information, etc.). Customer further understands and agrees that:

- Transmission of confidential business and sensitive personal information is at Customer's sole risk;
- The Bank reserves the right to monitor and review transmissions on-line and in storage, and to remove or reject any material which the Bank, at its sole discretion, believes may be unlawful or objectionable, without prior notice to Customer.

17. Termination. This Agreement shall be terminated by either Bank or Customer immediately upon sending written notice of termination to the other party.

18. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but such counterparts together shall constitute one instrument.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

Far East National Bank
("Bank")

Signature: _____

Title: _____

("Customer")

Signature: _____

Title: _____

Signature: _____

Title: _____

Address: _____

E-Mail Address: _____

EXHIBIT A

BUSINESS INTERNET BANKING

<input type="checkbox"/> Standard Business Service - \$15.00/Month Account Reporting (Standard): Ledger Balance Available Balance Current Balance One Day Float Two Day Float Average Collected Balance YTD Express Transfer Stop Payment Loan Reporting Loan Payment Loan Advance (Revolving Line of Credit Only) Mail Optional Modules: <input type="checkbox"/> Bill Payment <input type="checkbox"/> Check Image	<input type="checkbox"/> Premium Business Service - \$40.00/Month Account Reporting (Premium): Ledger Balance Available Balance Current Balance Related Available Balance One Day Float Two Day Float Average Ledger Balance MTD Average Ledger Balance YTD Average Collected Balance MTD Average Collected Balance YTD Express Transfer Book Transfer Stop Payment Loan Reporting Loan Payment Loan Advance (Revolving Line of Credit Only) Mail Optional Modules: <input type="checkbox"/> Bill Payment <input type="checkbox"/> File Upload <input type="checkbox"/> Wire Transfer <input type="checkbox"/> File Download <input type="checkbox"/> Repetitive <input type="checkbox"/> Free Form <input type="checkbox"/> ACH Payment <input type="checkbox"/> ACH Collection <input type="checkbox"/> Federal Tax Payment <input type="checkbox"/> Check Image
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Certain other charges may apply in addition to Far East National Bank's standard charges.

- \$0.35 per Bill Payment
- \$12.00 per stop payment
- \$10.00 per domestic wire transfer
- \$11.00 per international wire transfer
- \$0.15 per ACH debit or credit item transmitted
- \$0.15 per Federal Tax Payment
- \$0.10 per Check Image

EXHIBIT B

BUSINESS INTERNET BANKING

APPROVED ACCOUNTS ON THE SYSTEM:

Account # _____

Account # _____

Account # _____

Account # _____

Account # _____

Account # _____

Account # _____

Account # _____

Account # _____

Account # _____

Account # _____

Account # _____

Account # _____

Account # _____

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Account # _____

Account # _____