



VALLEY REPUBLIC BANK

ONLINE BANKING AGREEMENT AND DISCLOSURE STATEMENT

This Online Agreement (the "Agreement ") describes the services, rights and obligations created by this Agreement between Valley Republic Bank (referred to hereafter as "Bank," "we," or "us") and _____, (referred to hereafter as "Customer", "you," or "your"). By using the Bank's Online Banking Services (the "Services"), you agree to the terms and conditions provided herein. Where applicable, the Agreement contains and incorporates by reference certain disclosures required by law, which are attached hereto as exhibits (together with this Agreement and Disclosure).

1. Description of the Services.

1.1. Access to Services. The Bank gives you access to View Account Information, View Current Transactions, View Previous Statements, Transfer Funds between Bank Accounts, enter Stop Payments and Download Transactions. Other applications, subject to prior approval by a Bank Officer, include Wire Transfers and Origination of Transactions via the Automated Clearing House ("ACH"). Those Services to be used by you are so indicated on **Exhibit C**. There may be other services described in this Agreement and Disclosure or that appear on your screen that are not available to you at this time.

With regard to transactions initiated by you through usage of this Service, the Bank's business days are Monday through Friday, excluding holidays and weekends. All online transactions received after 7:00 p.m. (PST) and those made on weekends and Bank holidays, will be processed on the next business day.

1.2. Sublicense. The Services include a computer program ("Program") owned by Q2 Software, Inc. ("Q2") and/or ProfitStars ("PS"). Bank hereby grants to you a sublicense for use of the Program, subject to the terms and conditions of this Agreement and Disclosure. You acknowledge that the Program is the valuable, confidential and proprietary property of Q2 and/or PS. You will not transfer, distribute, copy, reverse compile, modify or alter the Program.

No warranties with respect to the Program are made by Bank, nor does the Bank warrant that the Program will meet your specific requirements. Neither the Bank nor Q2/PS makes any warranty of any kind, either expressed or implied, with respect to the use of the Program. Bank and Q2/PS disclaim any and all implied warranties of merchantability or fitness for any particular purpose. You assume the entire risk as to the quality and performance of the Program, the suitability of the Services, and with respect to any documentation.

1.3. PIN and Password Requirements. The first time you access the Services, you will need to enter your assigned User ID. You will be prompted to satisfy the system's security procedures and create your permanent Password. You are responsible for keeping your password, Token (if applicable) and Online Account information confidential. In order to protect yourself against fraud, you should adhere to the following guidelines:

- Do not give out your account information, password, Token (if applicable) or user ID;
- Do not leave your PC unattended while you are in the Bank's Online Banking site;

- Never leave your account information within view or access of others; and
- Do not send privileged account information via any public, general or non-encrypted e-mail system.

If you believe your password or Token (if applicable) has been lost or stolen, or if you suspect any fraudulent activity on your account, call the Bank immediately at 661-371-2000 during business hours. Telephoning the Bank is the best way of minimizing losses and liability. You may also use the password change feature within the Online Banking section of the Web Site to change your password. It is strongly recommended that you change your password at least every 90 days.

2. Limitations on Services

2.1. Dollar Limitations. Funds transfers are governed by the collected balances in your account plus any overdraft line of credit. The Bank reserves the right to change these dollar limits upon written notice, as required by law.

2.2. Transfer Limitations. All transfers to and from an account will be subject to the terms and conditions applicable to the account as set forth in the terms and conditions of your account agreement governing the account, including but not limited to, transfer limitations.

With respect to Money Market and Savings accounts, during any given month you may not make more than six withdrawals or transfers to another account of yours or transfers to third parties, when these withdrawals or transfers are made by means of a preauthorized or automatic transfer, or telephonic agreement, order or instruction. Should you exceed the permitted number of transfers on an account, the Bank may close the account, impose a fee, and/or change the account to a non-interest bearing deposit account type.

2.3. Balance Availability. Balance information obtained through the Services during the hours of service will reflect all credit and debit information as of the end of the previous banking day.

2.4. Available Funds Required. All transfers initiated through the Services are subject to sufficient available and collected funds (as determined under the Bank's funds availability policy) in the pertinent account to cover the transfer on the day and at the time the transfer is to be made.

2.5. Outgoing Wire Transfer Requests. Outgoing International wire transfer requests received by the Bank by 12:00 p.m. PST will be processed the same Business Day. Outgoing International wire transfer requests received by the Bank after 12:00 p.m. PST will be processed the next Business Day. Outgoing Domestic wire transfer requests received by the Bank by 1:00 p.m. PST will be processed the same Business Day. Outgoing Domestic wire transfer requests received by the Bank after 1:00 p.m. PST will be processed the next Business Day. The Bank is under no obligation to act on transactions received after this deadline until the next business day.

2.6. Bank not obligated to honor transfer. The Bank may, in its sole discretion, refuse to accept or otherwise execute any request for Services, whether for cause or without cause, and shall have no liability for such refusal. Should any request not be performed by the Bank in accordance with instructions received from you, the Bank shall notify you not later than the next business day by telephone, email or other expeditious means.

3. E-mail Messages. While access to the Bank through the E-Mail function of the Services is "on-line," messages sent to the Bank through E-Mail are not reviewed by Bank personnel immediately after they are sent. Rather, Bank personnel will review E-Mail messages at least twice a day. If immediate attention is required, you must contact the Bank by telephone or in person or through some other procedure not using the Services.

Your E-Mail messages may be acted upon by Bank if received in a manner and in a time providing the Bank a reasonable opportunity to act. Nevertheless, E-Mail messages will not serve as a substitute for any requirement imposed on you to provide Bank with "written" notice. WARNING: Emails outside of the Online

Banking site are not secure. We advise you not to send sensitive or personal information via any general or public Email system.

4. Post-Dated Checks. You must handle all post-dated check matters through your banking office.
5. Business Days. For the purposes of this Agreement and Disclosure, our business days are Monday through Thursday, from 9:00 a.m. to 5:00 p.m., and Friday from 9:00 a.m. to 6:00 p.m., excluding holidays.
6. Hardware and Hookup. You will be responsible for acquiring, maintaining and operating the computer equipment located at your premises. The hardware must include equipment (including phone line access and minimum browser technology, with at least 128 bit encryption) to enable you to access our website and communicate with the Bank to utilize the Services.

No warranties with respect to the computer equipment or software, including the installation and compatibility of the Program, located at your premises are made by Bank, nor does the Bank warrant that the Program will meet the specific requirements of your equipment or operating system. Bank and Q2/PS disclaim any and all implied warranties of merchantability or fitness for any particular purpose. You assume the entire risk as to the quality and performance of your computer equipment and software, the proper installation and compatibility of the Program, the maintenance and operation of your computer equipment and software, and with respect to any computer virus or hackers that specifically target your computer equipment and/or its software, including the Program or Services installed or used by you on your computer equipment. You agree that the computer with which you access the Services will at all times have installed current hardware and/or software designed to protect your computer from Internet hacking, viruses, malware, etc.

7. Statements. You will continue to receive your regular statement monthly or quarterly, via the same channel as you would normally receive it (email or paper). You have the option to request the delivery of your statements by either means at any time.

8. Deposit Accounts.

- 8.1. You agree to designate one of your accounts with the Bank as your "Primary Account" for the Services. You authorize the Bank to debit the Primary Account (or any other account maintained by you at Bank) for any fees or other amounts due to the Bank in connection with the Services.

- 8.2. If the Primary Account is closed for any reason, your Services will be stopped along with any unprocessed transfers. To reinstate your Services, you will need to designate a new Primary Account.

- 8.3. You agree to maintain sufficient available funds (as determined under the Bank's funds availability policy) in each account accessible via the Services to cover all transfers or other entries initiated by you and affecting the account, or such higher amounts as Bank may specify from time to time. You agree that your funds may be held by Bank for a period of time following termination of the Services to protect Bank against any possible losses relating to your use of the Services.

9. Account-Specific Terms. You acknowledge that you have read the terms and conditions contained in the disclosures attached hereto as **Exhibits A** and **B**. You agree to the terms and conditions contained in either **Exhibit A** or **Exhibit B**, as such Exhibit may apply to your account and transaction in each instance, and all such terms and conditions are incorporated herein by reference.

10. Force Majeure and Limitation of Liability of Bank. Notwithstanding any other provision of this Agreement and Disclosure, Bank will not be liable for any loss, expense or delay caused by accidents, strikes, fire, flood, war, riot, electrical or mechanical failure, software, acts or omissions by you, or any other third parties,

including but not limited to, acts or omissions of any telephone or telecommunications carrier or any other cause or causes which are beyond its reasonable control.

11. Charge for the Services.

11.1. By using or authorizing the use of the Services, you agree to pay or repay all charges incurred in using the Services.

11.2. You agree to pay Bank's standard fees for the Services; as such fees may be published and changed from time to time by Bank. Bank's current fees are set forth in **Exhibit D**. Bank will notify you of any change in the fees. These fees will be debited monthly from your Primary Account. You understand that the Services fees are in addition to any other deposit account fees and charges that may be imposed by Bank under the terms and conditions applicable to such account, as are set forth in the account agreement and disclosures governing such account, as amended from time to time by the Bank. You agree that you are responsible for payment of such fees and charges.

12. Offer of Services through Affiliates or Third Parties. Bank has the right to offer the Services through an affiliate or unrelated third party. In order to provide the Services to you through this type of arrangement, you authorize Bank to disclose information about your accounts and services to the affiliate or third party who provides the Services.

13. Termination.

13.1. This Agreement and Disclosure is effective from the date the Program is received by you and will remain in force until termination. Bank may, at its sole discretion, terminate this Agreement and Disclosure immediately upon providing you with written or telephonic notice of the same. Without limiting the generality of the foregoing, the Agreement and Disclosure will be automatically terminated: (i) upon 30 days prior written notice by either party to the other; (ii) upon termination of the relationship between the parties; (iii) if you fail to comply with the terms and conditions of this Agreement and Disclosure; or (iv) upon termination of the software license agreement between Bank and Q2/PS.

13.2. Any termination of this Agreement and Disclosure will not affect any of your obligations arising prior to such termination, including but not limited to, any indemnification obligation that relates to action or inaction taken prior to termination.

14. Amendments. Bank may change the terms of this Agreement and Disclosure and will provide advance written notice of any change, as required by law. However, no prior notice is required when any change in terms is determined by the Bank to be necessary to the security of the Services or to prevent a loss to the Bank.

15. Disclaimer of Warranties and Liabilities. Except as specifically set forth herein or required by law, Bank will not be liable or have any responsibility of any kind for any loss or damage (whether personal, bodily, economic or otherwise) thereby incurred by you, even if we have been advised of the possibility of such damages or losses, that are a result, directly or indirectly, of:

- Your computer equipment, software, and Internet-browser, which includes the illegal or improper access or use of the foregoing by any third-party;
- any unauthorized person gaining access to, or otherwise making use of, the Program or Services;
- any errors in or omissions from information, materials and functions included in our Web site, Services or any other sites linked to or from our Web site;
- your use of this Web site or Services;
- any interruption in the availability of our Web site or Services;
- delay in the operation or transmission;

- computer virus;
- loss of data; and
- acts or omissions of Internet access providers, online service providers, or any agent or subcontractor of the foregoing.

ALL OF THE INFORMATION, MATERIALS, AND FUNCTIONS CONTAINED IN BANK'S WEB SITE OR PROVIDED BY OUR SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM ERRORS, INTERNET HACKERS OR COMPUTER VIRUS.

BANK DOES NOT WARRANT THE ADEQUACY, TIMELINESS OR COMPLETENESS OF THE INFORMATION AND MATERIALS INCLUDED IN OR PROVIDED BY ITS WEB SITE, SERVICES OR THAT OF OTHER SITES LINKED TO OR FROM ITS WEB SITE, AND DOES NOT WARRANT THAT THE SERVICES AND FUNCTIONS PROVIDED BY BANK WILL BE UNINTERRUPTED OR ERROR-FREE.

IN NO EVENT WILL BANK BE LIABLE FOR SPECIAL, GENERAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR SIMILAR DAMAGES AS THEY RELATE TO YOUR USE OF BANK'S WEB SITE AND SERVICES, EVEN IF BANK HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

THIS SECTION 15 WILL SURVIVE THE TERMINATION OF THIS AGREEMENT AND DISCLOSURE BY EITHER PARTY, AND ALSO LIMITS THE LIABILITY OF ANY AGENT, EMPLOYEE OR AFFILIATE OF BANK.

16. Indemnification. Except as expressly set forth herein or by applicable law, you will indemnify Bank, its directors, employees, agents, vendors and assigns and hold them harmless from and against any and all loss, liability, cost, charges or other expenses (including reasonable attorneys' fees), which Bank may incur or be subject to, arising out of or related directly or indirectly to your use of the Services or to the performance by you or the Bank of your respective obligations hereunder.

17. Third-Party Links. The Bank and this Web site may link you to other Web sites on the Internet. The Bank is not responsible or liable to you as to such Web sites. WHEN YOU ACCESS THESE WEB SITES AND THE SERVICES AVAILABLE THERETO, YOUR RIGHTS AND OBLIGATIONS WILL BE GOVERNED BY THE AGREEMENTS AND POLICIES RELATING TO THE USE OF THOSE SERVICES. The inclusion of links to any such Web site or promotional materials relating to such Web sites does not imply any endorsement of such Web sites or the material on such Web sites by the Bank.

18. Entire Agreement. This Agreement and Disclosure contains the entire agreement between Bank and you with respect to the matters covered herein. No other agreement, statement or promise made by any party hereto or by any employee, officer, or agent of any party hereto that is not in writing and signed by the parties is binding.

19. Notices. Except as otherwise expressly provided herein, any notice or other communication required or permitted to be given under this Agreement and Disclosure will be written and delivered, or sent by United States registered or certified mail, postage prepaid, or by express carrier, to your address as it appears on the Bank's computer file or, if to Bank, addressed to:

Valley Republic Bank
Attn: Operations Department
5000 California Ave. Suite 110
Bakersfield, CA 93309

The above addresses will be used for all notices unless another address is substituted by notice delivered or sent as provided herein. Except as otherwise expressly provided herein, any such notice will be deemed given when sent or received by Bank.

20. Choice of Law; Attorney's Fees. This Agreement and Disclosure is governed by the laws of the State of California. The successful party in any such action will be entitled to recover from the unsuccessful party, in addition to any other relief to which it may be entitled, reasonable attorneys' fees and costs incurred by it in prosecuting or defending such action.

21. Arbitration. All disputes, claims and controversies, whether individual, joint, or class in nature, arising from this Agreement, the Services or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Agreement shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

22. Validity. If any provision herein, or part thereof, is held to be invalid, illegal or unenforceable, the remainder of the Agreement and Disclosure, or other parts or applications of such provisions, will not be affected.

23. Assignment. No assignment hereof may be made by you without the prior consent of Bank.

The Customer hereby represents as follows:

1. The Customer has received, reviewed, and hereby agrees to the terms and conditions of the Online Banking Agreement and Disclosure Statement, including any Exhibits thereto (the "Agreement"), which is incorporated herein by reference.
2. The Customer has not amended, modified or otherwise altered the Agreement in any way.
3. The Customer agrees to maintain a copy of the Agreement for its future reference.
4. If the account holder is a commercial entity, the undersigned is authorized pursuant to duly adopted resolutions to execute this Agreement, binding the account holder to the terms and conditions thereof.

In witness whereof, the parties hereto have signed this Agreement effective the _____ day of _____.

Customer: _____ Valley Republic Bank _____

By: _____

By: _____

Printed Name

Printed Name

Title: _____

Title: _____

EXHIBIT A

ELECTRONIC FUNDS TRANSFER ACT DISCLOSURE STATEMENT

This Exhibit A applies to electronic funds transfers that are governed by the Electronic Fund Transfers Act ("EFTA"). For example, certain electronic fund transfers to or from an account are governed by the EFTA if the account is established primarily for personal, family or household purposes ("Personal Accounts"). However, not all transactions involving Personal Accounts are subject to the EFTA. For that reason, electronic fund transfers through Fed Wire or a similar wire transfer system, or where the primary purpose is for the purchase or sale of securities, are not covered by the EFTA.

To the extent the terms of this Exhibit A are inconsistent with the rest of the provisions of the Agreement, the terms and conditions of this Exhibit A will control as they apply to electronic funds transfers that are governed by the EFTA.

1. Consumer Initiated ACH Transactions. ACH services provided to you are subject to the terms of this Agreement and Disclosure and the rules, as amended from time to time, of the National Automated Clearing House Association and the Western Payments Alliance, as applicable (the "Rules"). Unless otherwise defined herein, capitalized terms will have the meanings provided in the Rules. The term "Entries" will mean credit entries as defined in the Rules and also will include entries ("On-Us Entries") for credit to an account maintained with Bank.

1.1. Compliance with Rules. You will comply with and be subject to the Rules with respect to all Entries whether or not a particular Entry is distributed through the automated clearing house network. Unless the context otherwise requires, the Rules will apply to On-Us Entries. You will act as an Originator and Bank will act as an Originating Depository Financial Institution with respect to Entries.

1.2. Cut-off Hour. Outgoing ACH file originations received by the Bank by 4:00 p.m. PST will be processed the same Business Day. Outgoing ACH file originations received by the Bank after 4:00 p.m. PST, or on a day which is not a Bank business day, will be processed the next Business Day and Bank is under no same day obligation to act on transactions sent after this deadline.

1.3. Provisional Payments. A Receiving Depository Financial Institution ("RDFI") is the institution that receives ACH entries from the ACH Operator and posts them to the accounts of its depositors ("Receivers"). You agree to be bound by the provision of the Rules making payment of a credit Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such credit Entry. You understand that if final settlement is not received, the RDFI will be entitled to a refund from the Receiver of the amount credited and you will not be deemed to have paid the Receiver the amount of the credit Entry.

You agree that any payment by Bank to you for any returned credit Entry or credit Reversal is provisional until receipt by Bank of final settlement for such Entry. If final settlement is not received, Bank is entitled to a refund from you of the amount credited and Bank may charge your account for the amount credited. Bank may refuse to permit the use of any amount credited for a credit Reversal if it believes that there may not be sufficient funds in your account to cover chargeback or return of such Reversal.

1.4. Payment with Respect to Entries. You are obligated to pay Bank in immediately available funds an amount equal to the sum of all credit Entries related to Entry Data delivered to Bank by you prior to Bank's (i) sending any credit Entry to its selected ACH processor or (ii) in the case of any On-Us Entry, credit a Receiver's account with respect to any credit Entry. Bank may, in its discretion, (i) send any credit Entry to its selected ACH processor or (ii) in the case of any On-Us Entry, credit a Receiver's account with respect to any credit Entry without you first having paid Bank the amount of such credit Entry. In each such case you agree to pay Bank

immediately, in immediately available funds, the amount of such credit Entry, whether or not demand is made. Bank is not obligated, however, to continue (i) to send any credit Entry to its selected ACH processor or (ii) in the case of any On-Ups Entry, to credit, as appropriate, a Receiver's account with respect to a credit Entry without having first been paid by you, and Bank is not required to give notice that it will no longer continue such action, regardless of whether it may have done so previously.

2. Stop Payments of Checks.

2.1. You may order, through the Services, stop payments on any of your checks that have not yet been paid by Bank. You must be able to provide the correct check number and exact amount of the check. Any loss suffered by you due to your failure to accurately identify the check in the stop payment request will be your responsibility and not the Bank's.

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

2.3. Before you submit a stop payment order to Bank through the Services, you agree to access the appropriate account and databases through the Services (or other Bank media, such as prior account statements) and determine whether the check you want stopped has or has not already been paid. You understand that the information available through the Services regarding account status, and specifically whether individual checks have or have not been paid, is updated only once in each 24 hour period, after the close of business. As a result, you understand that the information available via the Services regarding the status of individual checks on any given banking day will be limited to transactions that were processed on the previous banking day. You understand that you will, and Bank will not, be responsible for determining whether a check has or has not been paid.

2.4. You acknowledge that the information regarding the status of individual checks will not include transactions (including cash payments) on a check that occur on the same banking day as the date of receipt of the stop payment order. You acknowledge that a transaction search through the Services will not necessarily reveal whether a check has been paid until the banking day after the banking day on which the stop payment order is received by the Bank. Any loss suffered by you due to your decision to issue a new or replacement check, or to take any other action, based on information in the Services prior to the next banking day after the banking day on which the stop payment order has been received by Bank will be your responsibility and not the Bank's.

2.5. Stop payment orders remain in effect for six months, unless renewed for successive six-month periods. After expiration of a stop payment order, a check may be paid even though the check is "stale" or "stale dated."

2.6. You may cancel stop payment orders through the Services, or by writing Bank. Stop payment orders are automatically canceled when the account on which the check is drawn is closed or at the end of the six month term of the order (unless renewed).

2.7. Under certain circumstances, a holder of the check may be entitled to enforce payment against you even when a stop payment order is in effect.

2.8. The Services may not be used to stop payment on any automatic entry, such as automatic monthly drafts or automated clearing house (ACH) debit or credit entries, or any payment order after execution by Bank, and Bank may ignore any attempted stop payment order relating to such items if the order is transmitted through the system.

3. Your Liability. Tell us AT ONCE if you believe your User ID, Cash Management ID or PIN (collectively referred to as "Access Devices") has become lost or stolen. Telephoning is the best way of reducing your possible losses.

You could lose all the money in your deposit account(s) (plus your maximum overdraft line of credit, if any). If you tell us within two (2) business days, you can lose no more than \$50.00 if someone used one or both of your Access Devices without your permission.

If you do NOT tell us within two (2) business days after you have learned of the loss or theft of one or both of your Access Devices, and we can prove that we could have stopped someone from using the Access Devices without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

The Originator is to have policies, procedures and systems in place to protect the confidentiality and integrity of non-public personal information used to create an ACH entry.

4. Contact in Event of Unauthorized Transfers. If you believe either of your Access Devices has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission: call 661-371-2000 or write us at Valley Republic Bank, Attention: Operations at 5000 California Ave. Suite 110, Bakersfield, CA 93309.

5. Our Liability. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for losses or damages. However, there are some exceptions. We will not be liable, for instance:

- a. If you have not properly followed the instructions for using the Services.
- b. If we have a reasonable basis for believing that the unauthorized use of your password or account(s) has occurred or may be occurring.
- c. If you have not given us complete, correct or current account numbers or other identifying information so that we can properly credit your account or otherwise complete the transaction, or if you do not properly follow our instructions, or if you provide us with wrong or inaccurate information, or fail to correct or tell us about any inaccuracy of which you are aware.
- d. If you do not instruct us soon enough for your payment or transfer to be received and credited by the time it becomes necessary.
- e. If the equipment, phone lines, or computer systems were not working properly, and you knew about the breakdown when you started the transfer.
- f. If incomplete or inaccurate information is forwarded by the U.S. Treasury or through an automated clearinghouse.

- g. If, through no fault of ours, you do not have sufficient funds in your account to make the transfer.
- h. If the transfer would go over the credit limit on your overdraft line (if any).
- i. If your account is closed or frozen.
- j. If a court order or legal process prevents us from making a transfer.
- k. If you default under any agreement with us or if you or we terminate this Agreement.
- l. If circumstances beyond our control, such as fire, flood, or electronic failure prevented the transfer, despite reasonable precautions that you have taken.

There may be other exceptions stated in our agreement with you.

6. Preauthorized Payments.

6.1. Right to Stop Payment and Procedures for Doing So. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: call us at 661-371-2000, or write to us at Valley Republic Bank, Attention Operations, 5000 California Ave. Suite 110, Bakersfield, CA 93309, in time for us to receive your request three (3) business days or more before the date the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We will charge you \$10.00 for each online stop payment order you give, \$20.00 for in person or telephone stop payments.

Unless you notify us otherwise, we will treat your stop payment order as a request to stop payment on only one particular payment. If you want all future payments to a particular party stopped, you must specifically advise us in writing of that intention.

6.2. Notice of Varying Amounts. If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

6.3. Liability for Failure to Stop Payment of Preauthorized Transfer. If you order us to stop one of these payments, three (3) business days or more, before the date the payment is scheduled to be made and we do not do so, we will be liable for your losses or damages.

7. Errors or Questions. In case of errors or questions about your electronic transfers, telephone us at 661-371-2000, or write us at Valley Republic Bank, Attention: Operations at 5000 California Ave. Suite 110, Bakersfield, CA 93309, as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after we send the FIRST statement on which the problem or error appeared.

- a. Tell us your name and account number (if any).
- b. Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need information.
- c. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 calendar days to investigate your complaint or question. If we decide to do this, we will re-credit your account within 10 business days for the amount you think is in error, so that you will have the use of your money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 days, we may not re-credit your account.

We will tell you the results within three (3) business days after we finish our investigation. If we decide there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

8. Confidentiality. Bank will disclose information to third parties about your account or the transactions you make;

- a. Where it is necessary for completing or tracing transfers, resolving errors or claims, or detecting fraud or other illegal activity or conduct; or
- b. In order to verify the existence and the condition of your account for a third party, such as a credit bureau or merchant; or
- c. In order to use services of independent contractors that Bank believes are responsible providers; or
- d. for specific marketing offers (not for general use); or
- e. In order to comply with government agency or court orders; or
- f. If you give us your written permission; or
- g. As otherwise permitted in the Bank's agreement with you, by law, or as required by government regulations.

9. Documentation.

9.1. Periodic Statements. You will get a monthly account statement, unless there are no electronic funds transfers in a particular month. In any case, you will get a statement at least quarterly.

9.2. Preauthorized Credits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call Bank at 661-371-2000 to find out whether or not the deposit has been made.

EXHIBIT B

DISCLOSURES SPECIFIC TO COMMERCIAL ACCOUNTS AND OTHER NON-E.F.T.A. ACCOUNTS & TRANSACTIONS

This **Exhibit B** applies to electronic funds transfers that are not governed by the Electronic Fund Transfers Act ("EFTA"). For example, electronic fund transfers to or from an account are not governed by the EFTA if the account is not established primarily for personal, family or household purposes. In addition, electronic fund transfers through Fed Wire or a similar wire transfer system, or where the primary purpose is for the purchase or sale of securities, are not covered by the EFTA.

To the extent the terms of this **Exhibit B** are inconsistent with the rest of the provisions of the Agreement, the terms and conditions of this **Exhibit B** will control as they apply to electronic funds transfers that are not governed by the EFTA.

1. Bank not obligated to honor transfer. Bank may in its sole discretion refuse to accept or otherwise execute any request for Services, whether for cause or without cause, and will have no liability for such refusal. Should any request not be performed by Bank in accordance with instructions received by you, Bank will notify you on or before the next business day of Bank or otherwise by more expeditious means (including telephonic notice).

2. Your Duty to Notify Bank of Error. You agree to notify Bank promptly (i) of any discrepancy between your records and the periodic account statements furnished by Bank to you, or (ii) if a payment or transfer purportedly made on your behalf or charged to your account were not authorized by you, was erroneous or was executed improperly. You will be deemed to have received notice of such an occurrence when you receive actual notice or an account statement furnished in a fashion customary for that account or such other account as was charged for payment indicating (i) the purported payment order or other communication was accepted and acted upon by Bank, or (ii) your account was debited with respect to the payment or transfer, whichever occurs first.

If you fail to notify Bank within 30 days after you received notice of an unauthorized or erroneous transfer, Bank will not owe you any interest on the amount in question even if Bank is otherwise liable to you in connection with the transfer or other communication or is obligated to credit you for the amount of the transfer or any portion thereof, nor will Bank be liable for any other losses resulting from your failure to give such notice with respect to a transfer shown on such periodic statement. If you fail to notify Bank of any such discrepancy within one (1) year, you will be precluded from asserting such discrepancy against Bank.

3. Authorization and Processing Transfer Requests. If a transfer request (or request for cancellation or amendment of a transfer request) received by Bank was transmitted or authorized by you, you will be obligated to pay the amount of the transfer request as provided herein, whether or not Bank complied with the security procedure referred to in this Agreement with respect to that transfer request and whether or not that transfer request was erroneous in any respect or that error would have been detected if Bank had complied with such procedure.

You acknowledge and agree that if a transfer request describes the beneficiary or beneficiary's bank inconsistently by name and account number, execution of the transfer request will occur on the basis of the beneficiary bank identifying number and account number, even if it identifies a person different from the named beneficiary or bank, and that your obligation to pay the amount of the transfer request to Bank is not excused in such circumstances.

4. Authorization and Processing Transfer Requests. You are responsible for controlling access to the Services and for any limitations placed by you on the Services an authorized person may utilize. The fact that

Bank is or may be made aware of, or could have discovered, any limitation on access to a Service does not make Bank obligated to enforce or attempt to enforce any limitation.

You understand that each authorized person may utilize Services (including inquiries, transfers and account verification) without regard to any restrictions otherwise applicable to an account. For example, if an authorized person directs transfers from a given account, that person can initiate the transfers whether or not the employee has been authorized to do so according to the signature card applicable to the account. If an employee's signing authority is over account "A" but not over account "B," but the employee is given electronic access under this Agreement and Disclosure to transfer funds from account "B" to account "A," the employee could transfer funds from "B" to "A" and then withdraw funds from "A." Similarly, if an authorized person accesses an account without you having established a dollar limit applicable under the system for his or her access, transactions initiated under this Agreement and Disclosure are authorized even if the same transaction would have been beyond his or her authority had it been initiated other than under this Agreement and Disclosure. You agree that any arrangements with Bank to require two or more authorized signatures for transactions involving your accounts do not apply to transaction using the Services.

If a transfer request (or a request for cancellation or amendment of a transfer request) received by Bank purports to have been transmitted or authorized by you, it will be deemed effective as your transfer request and you will be obligated to Bank for the amount of such transfer request, even though the transfer request was not authorized by you, provided Bank acted in compliance with the security procedure referred to in this Agreement and Disclosure (or any other applicable agreement) with respect to the transfer request.

You and Bank agree that the authenticity of transfer requests and stop payment orders issued by you to Bank will be verified pursuant to the security procedures contained in the Services, and that such security procedures are commercially reasonable.

5. Compliance with Procedures/Protection of the Services. You agree to use the Services solely for the purpose intended and in accordance with this Agreement and Disclosure and other Bank procedures and agreements (as amended from time to time), which may be applicable to use of the Services and the related accounts.

You assume all risks associated with disclosure of any code or password to your employees. You agree to limit disclosures of codes or passwords to those employees you authorize to use the Services or who have a specific need to know. You will establish procedures to protect the confidentiality of all information relating to the Services, including all codes and passwords, and will promptly notify Bank if you know or suspect that codes, passwords or other security information is stolen, compromised, or misused. You will require authorized persons to create new passwords at reasonably frequent periods, based on your assessment of the security requirements appropriate for the Services utilized by you.

You agree that Bank will not be responsible for verifying whether a payment order or other communication is originated by an authorized person other than through the verification process contained in the security procedures of the cash management system. Thus, when an employee is added or deleted as an authorized person on the system, the Bank will treat that person as "authorized" if the security procedures are followed, without verifying that employee with you or otherwise investigating whether the employee is exercising authority granted by you or consistent with any internal limitations on activity established by you for that employee.

6. Your Obligation to Review Security Procedures. You will review and implement all security procedures available in connection with the Services. After review of the Services offered by Bank, including those aspects of the Services pertaining to assuring the authenticity of a communication between you and Bank, you will notify Bank in the event your use of the Services would necessitate or be better served by a level of security that exceeds that offered by the Services. If you fail to notify Bank, you acknowledge and agree that the security aspects of the

Services are appropriate for your needs and will provide you with a commercially reasonable degree of security against unauthorized use.

7. Other Agreements for Automated Clearing House (ACH) Entries or for Payment Orders. All requests relating to commercial entries through an automated clearing house ("ACH") must be processed by you consistent with a separate agreement specifically identifying automated clearing house transactions. All requests relating to consumer-initiated entries through an automated clearing house will be processed by you consistent with Section 4. All payment orders (other than ACH entries), subject to California Commercial Code Division 11, must be processed by you consistent with a separate funds transfer agreement.

You agree to comply with any applicable state or federal law in connection with your use of the Services and the fulfillment of its obligations under this Agreement. You acknowledge that the Automated Clearing House system may not be used in violation of, and that entries originated by Customer must comply with, the laws of the United States, including sanctions laws administered by the Office of Foreign Asset Controls.

8. Limitation on Liability. As a condition precedent to any liability of Bank, you must notify Bank in writing of any alleged negligence or breach of this Agreement as promptly as reasonably possible, but in no event later than five (5) business days following the day on which such alleged negligence or breach was, or could reasonably have been, discovered by you. Bank's entire liability and your sole remedy under this Agreement and Disclosure, whether or not the claim is in contract or tort, will not exceed an amount of the fees charged by Bank to you for your use of the Services during the three (3) month period preceding the date of the alleged negligence or breach.

TERMS AND CONDITIONS OF THE BILL PAY SERVICE

SERVICE DEFINITIONS

“Service” means the bill payment services offered by Valley Republic Bank, through *ProfitStars*.

“Agreement” means these terms and conditions of the bill payment services.

“Biller” is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

“Payment Instruction” is the information provided to you to the Service for a bill payment to be made to the biller (such as, but not limited to, Biller name, Biller account number, scheduled payment date).

“Payment Account” is the checking account from which all Service fees will be automatically debited.

“Business Day” is every Monday through Friday, excluding Federal holidays.

“Scheduled Payment Date” is the day you want your Biller to receive your bill payment.

“Process Day” is the day your Payment Account will be debited for ACH transactions, unless that day is a non-banking day.

“Due Date” is the date reflected on your Biller statement for which the payment is due; it is NOT the late date or grace period.

“Scheduled Payment” is a payment that has been scheduled through the Service but has not begun processing.

PAYMENT SCHEDULING

The earliest possible scheduled payment date for each Biller (typically 4 or fewer Business days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments, you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

THE SERVICE GUARANTEE

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described in this Agreement.

PAYMENT AUTHORIZATION AND REMITTANCE

By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit the funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the U.S. Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft coverage;

2. The payment processing center is not working properly and you have been advised by the Service about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct Payment Account Information, or the correct name, address, phone number, or account number for the Biller; and/or,
4. Circumstances beyond control of the Service, such as, but not limited to, fire, flood, or interference from an outside force, prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Biller which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

PAYMENT METHODS

The Service reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment (funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to your financial institution for payment).

PAYMENT CANCELLATION REQUESTS

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing the payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

NOTE: Applicable fees for Stop Payments will be incurred.

STOP PAYMENT REQUESTS

The Service's ability to process a stop payment request will depend on the payment method and whether or not a check or transaction has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact your branch for Customer Service to assist you. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within 14 days. The charge for each stop payment request will be the current charge set out in the current Schedule of Fees.

PROHIBITED PAYMENTS

Payments to Billers outside of the United States or its territories are prohibited through the Service.

EXCEPTION PAYMENTS

Tax payments and court ordered payments may be scheduled through the Service; however such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related changes is void when these types of payments are scheduled and/or processed by the Service.

The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, misposted, or misdirected payments will be the sole responsibility of you and not the Service.

BILL DELIVERY AND PRESENTMENT

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electric bill options, you also agree to the following:

Information provided to the Biller- The Service is unable to update or change your personal information such as, but not limited to, name, address, phone number, email address, etc. with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone's information to gain unauthorized access to another person's bill. The Service may, at the request of the Biller, provide to the Biller your email address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for the purpose of the Biller informing you about Service and/or bill information.

Activation- Upon activation of the electronic bill feature the Service may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to 60 days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement is at the sole discretion of the Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

Authorization to obtain bill data- Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

Notification- The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check the delivery of new electronic bills. Notification times may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

Cancellation of electronic bill notification- The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to 60 days, depending on the billing cycle of the Biller. The Service will notify your electronic Billers as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-Delivery of electronic bills- You agree to hold the Service harmless should the Biller fail to deliver your statements. You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

Accuracy and dispute of electronic bill- The Service is not responsible for the accuracy of your electronic bills. The Service is only responsible for presenting the information we receive from the Biller. Any discrepancy or dispute regarding accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

EXCLUSIONS OF WARRANTIES

The Service and related documentation are provided "as is" without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

PASSWORD AND SECURITY

You agree not to give or make available your password or other means to access your bill pay account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe your password or other means to access your account has

been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service at once by calling 661-371-2000 during business hours or e-mail us at ebanking@vrbank.com. E-mail will be answered during business hours only.

YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS

If you tell us within 2 business days after you discover any means to access your account has been lost or stolen, your liability is not more than \$50.00 should someone access your account without your permission. If you do not tell us within 2 business days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly Valley Republic Bank statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within 60 days after the statement was sent to you, you may lose any amount transferred without your authorization after the 60 days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip out of town or a hospital stay) prevented you from telling us, we may extend the period.

ERRORS AND QUESTIONS

In case of errors or questions about your transactions for bill pay, you should as soon as possible notify us via one of the following:

- Telephone us at 661-371-2000 during business hours;
- Contact us by using the Online Banking email address at ebanking@vrbank.com;
- Write us at:
Valley Republic Bank
5000 California Ave.-Suite 110
Bakersfield, CA 93309

If you think your statement is incorrect or you need more information about a Service transaction listed on the statement, we must hear from you no later than 60 days after the FIRST statement was sent to you on which the problem or error appears. You must:

- Tell us your name and Bill Pay Service account number;
- Describe the error or the transaction in question, explain in detail why you believe it is an error or why you need more information; and
- Tell us the dollar amount of the suspected error.

If you tell us verbally, we will require that you send your complaint in writing within 10 Business Days after your verbal notification. We will tell you the results of our investigation within 10 Business Days (5 for Visa transactions) after we hear from you, and we will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to 45 days to complete our investigation. If we decide to do this, we will provisionally credit your Payment Account on Bill Pay within 10 days (5 for Visa transactions) for the amount you think is in error. If we ask you to submit your complaint in writing and we do not have it within 10 Business Days, we may not provisionally credit your Payment Account. If it is determined there was no error we will mail you a written explanation within 3 Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Service may revoke any provisional credit provided to you if we find an error did not occur.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your Service account or the transactions you make ONLY in the following situations:

- Where it is necessary for completing transactions;
- Where it is necessary for activating additional services;
- In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
- To a consumer reporting agency for research purposes only;
- In order to comply with a governmental agency or court order; or,
- If you give us your written permission.

SERVICE FEES AND ADDITIONAL CHARGES

Any applicable fees will be charged regardless of whether the Service was during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that might be incurred by you. Any financial fees associated with your Valley Republic Bank deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

Mobile Banking Agreement and Disclosure Statement

This is an addendum to the Online Banking Agreement and Disclosure Statement for Online Banking Services and sets forth the additional terms and conditions for use of the Mobile Banking Services offered through Valley Republic Bank (referred to hereafter as “Bank”, “we”, “us”) by the Customer (referred to

hereafter as “Customer”, “you” or “your”). Except where modified by this Addendum, the terms and conditions of the Online Banking Agreement remain in effect. If there is a conflict between the Online Banking Agreement and Disclosure Statement and this Addendum, the terms in this Addendum will govern your use of the Mobile Banking Services.

1. ACCEPTANCE OF ADDENDUM

A. Accepting this Addendum

By "Enrolling" for Mobile Banking Services, you agree to the terms and conditions of this Mobile Banking Service Addendum. Additionally, by using the Mobile Banking Services, you also agree to the terms and conditions of this Addendum.

B. Description of Services

Mobile Banking is a financial information management service that allows you to access account information, products and services similar to Online Banking and make such other financial transactions as set forth in the Online Banking Agreement and Disclosure Statement using compatible and supported mobile phones and/or other compatible and supported wireless devices (including phones, “Wireless Devices”). We reserve the right to modify the scope of the Mobile Banking Services at any time. We reserve the right to refuse to make any transaction you request through Mobile Banking. You agree and understand that Mobile Banking may not be accessible or may have limited utility over some mobile telephone networks, such as while roaming. The Bank gives you access to View Account Information, View Current Transactions, Transfer Funds between Bank Accounts and Bill Pay. When you enroll for Mobile Banking, designated accounts linked to your account through Online Banking will be accessible through the Mobile Banking service.

C. Use of Services

Mobile Banking will not work unless you use it properly. You accept responsibility for making sure that you understand how to use Mobile Banking before you actually do so. You also accept responsibility for making sure that you know how to properly use your Wireless Device and the Mobile Banking software (“Software”). In the event we change or upgrade Mobile Banking, you are responsible for making sure that you understand how to use Mobile Banking as changed or upgraded. We will not be liable to you for any losses caused by your failure to properly use Mobile Banking or your Wireless Device.

D. Relationships to Other Agreements

You agree that when you use Mobile Banking, you will remain subject to the terms and conditions of all your existing agreements with us or any service providers of yours, including service carrier or provider (e.g., AT&T, Verizon, Sprint, T-Mobile, etc.), and that this Addendum does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with Mobile Banking, including while downloading the Software, receiving or sending Mobile Banking text messages, or other use of your Wireless Device when using the Software or other products and services provided by Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving us. You also agree that if you have any problems with Mobile Banking, you will contact us directly.

2. Mobile Banking Software License

Subject to your compliance with this Addendum, you are hereby granted a personal, limited, non-transferable, non-exclusive, non-sub licensable and non-assignable license (“License”) to download, install and use the Software on your Wireless Device within the United States and its territories. In the event that you obtain a new or different Wireless Device, you will be required to download and install the Software to that new or

different Wireless Device. This License shall be deemed revoked immediately upon (i) your termination of Mobile Banking in accordance with this Addendum; (ii) your deletion of the Software from your Wireless Device; or (iii) our written notice to you at any time with or without cause. If this License is revoked for any of the foregoing reasons, you agree to promptly delete the Software from your Wireless Device. The provisions of Sections 3 and 4 of this Addendum shall survive revocation of the License.

3. Your Obligations

When using Mobile Banking to access accounts you agree to the following:

A. Account Ownership/Accurate Information

You represent that you are the legal owner of the accounts and other financial information that may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of operating Mobile Banking. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.

B. Proprietary Rights

You are permitted to use content delivered to you through Mobile Banking only on Mobile Banking. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any Mobile Banking technology, including, but not limited to, any Software or other mobile phone applications associated with Mobile Banking.

C. User Conduct

You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (j) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

D. No Re-sale

You agree that the Mobile Banking services are for Customer use only. You agree not to resell Mobile Banking.

E. Indemnification

Unless caused by our intentional misconduct or gross negligence, you agree to protect and fully compensate us and our service providers from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorney's fees) caused by or arising from your improper use of Mobile Banking software or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

F. User Security

You agree not to give or make available your Mobile Banking Login Identification Number and/or Password to access your account to any unauthorized individuals. You are responsible for transfers or other transactions you authorize using Mobile Banking. If you permit other persons to use your

Wireless Device and Login ID or other means to access Mobile Banking, you are responsible for any transactions they authorize. If you believe that your Login ID, Wireless Device or other means to access your account have been lost or stolen or that someone may attempt to use Mobile Banking without your consent, or has transferred money without your permission, you must notify us promptly by calling the Electronic Banking Department at (661) 371-2000.

4. Service Charges

In the future, we may add to or enhance the features of Mobile Banking and reserve the right to amend any fee structures associated with Mobile Banking as offered at Valley Republic Bank.

5. Additional Provisions

A. Mobile Banking Service Limitations

Neither we nor our service providers can always foresee or anticipate technical or other difficulties related to Mobile Banking. These difficulties may result in loss of data, personalization settings or other Mobile Banking interruptions. Neither we nor any of our service providers assume responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of Mobile Banking.

Neither we nor any of our service providers assume responsibility for the operation, security, functionality or availability of any Wireless Device or mobile network, which you utilize to access Mobile Banking.

You agree to exercise caution when utilizing the Mobile Banking application on your Wireless Device and to use good judgment and discretion when obtaining or transmitting information.

Financial information shown on Mobile Banking reflects the most recent account information available through Mobile Banking, and may not be current. You agree that neither we nor our service providers will be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current account information you agree to contact us directly.

B. Changes or Cancellation

You may cancel your participation in Mobile Banking by calling us at (661) 371-2000. We reserve the right to change or cancel Mobile Banking at any time without notice. We may also suspend your access to Mobile Banking at any time without notice and for any reason, including but not limited to, your non-use of Mobile Banking services. You agree that we will not be liable to you or any third party for any discontinuance of Mobile Banking.

C. Third Party Beneficiary

You agree that our service providers (including any provider of Software) may rely upon your agreements and representations, in Sections 3 and 4 of this Addendum, above, and such service providers are, for the purposes of those sections, third party beneficiaries to this Addendum, with the power to enforce those provisions against you, as applicable.



VALLEY REPUBLIC BANK

EXHIBIT C

Services

Listed below are the services available with Valley Republic Bank Business Online Banking and the Cash Management Program.

Please check the services you prefer for Business Online Banking:

- Balance Reporting
- Online Services-(photocopy request, check re-order, research, change orders, emailed statements)
- Wire Transfers
- Account Transfers (in bank only)/Sweeps
- Stop Payments
- Upload/Download Transactions
- Bill Pay (additional fees apply)
- Origination of ACH Files
(Must complete additional paperwork for ACH Origination product)

X _____
Signature / Title

Date: _____

EXHIBIT D

Service Fees and Charges

Following are the current Services Fees charged by Valley Republic Bank. Fees may be changed by Bank from time to time in its sole discretion.

Business Online Banking	No charges apply for regular online services
Business Bill Pay	First 2 months free, \$5.95 per month
Cash Management Products	
ACH Origination	\$50.00 per month plus \$5.00 per batch
Stop Payments through Online Banking	\$10.00 each
Tokens	\$25.00 each/per replacement (Initial 5 Tokens at no charge)

Corporate Resolution /Partnership Resolution/Limited Liability Company Resolution

WHEREAS, the Board/Partners/Members/Managers (“Managing Body”) has reviewed copies of a proposed Valley Republic Bank Online Banking Agreement and Electronic Funds Transfer Act Disclosure Statement (the “Agreement”), to be entered into by and between _____ (the “Company”) and Valley Republic Bank (the “Bank”); and WHEREAS, the Managing Body has determined that it would be in the best interest of the Company to enter into the Agreement, such participation to be on the terms and conditions set forth in the Agreement.

1. It is in the best interest of the Company to enter into the Agreement, such participation to be on the terms and conditions set forth in the Agreement.
2. The Managing Body authorizes and directs the following persons:

	Name	Title	
a.	_____	_____	

(hereinafter, “Authorized Signers”), acting individually or together, for and on behalf of the Company to negotiate, execute and deliver the Agreement with such terms, covenants, and conditions as such Authorized Signer may approve, such approval to be conclusively evidenced by the execution and delivery of the Agreement.

3. The Managing Body authorizes and directs any Authorized Signer, to designate one of more persons (which may or may not be or include an Authorized Signer) who will be able to transmit entry data and other communications pursuant to the Agreement, and to add and remove such persons from time to time as may be deemed appropriate to the Authorized Signer.
4. The Managing Partner has considered the security procedures set forth in the Agreement, in addition to the security procedures set forth in its agreement with any third party, and finds that such security procedures are commercially reasonable for verifying that a payment order or other communication purporting to have been issued by the Company as originator is in fact a payment order or communication of the Company. In reaching this determination, the Managing Body has considered a size, type and frequency of entries that the Company anticipates submitting to the Bank.
5. The Managing Body further recognizes that the Bank will not be responsible for verifying whether a payment order or other communication is originated by an authorized individual other than through the verification process contained in the security procedures of the Agreement or the security procedures of any agreement between Company and a third party processor, if applicable.

CERTIFICATE

The undersigned hereby certifies as follows:

a. The above is true, complete and correct copy of certain resolutions of the Board/Partners/Members/Managers (“Managing Body”) of _____ (“Company”), duly adopted by the Managing Body at the meeting duly called and held, at which a quorum or such other required representation was present and acting throughout; and

b. Resolutions have not been amended, modified or rescinded and remain in full force and effect on the date hereof.

IN WITNESS WHEREOF, the undersigned has hereunto signed his name and caused this Certificate to be delivered, on the date shown.

Dated: _____

Note: If “Company” is a corporation, then an authorized signer, referenced on the Corporate Resolution that is signed by the Corporate Secretary, should sign below. If “Company” is a partnership, then all general partners should sign below. If “Company” is a limited liability company, then the managers or members as indicated in the Articles of Organization should sign below.

By: _____

Name: _____

Title: _____

If we have a Corporate or other Resolution on file and the online users will be the same as those referred to in the Resolution that the Bank has in file, completion of this is not needed.

To: Valley Republic Bank
5000 California Avenue, Suite 110
Bakersfield, CA 93309

Date

To Whom It May Concern:

When using Valley Republic Bank's Business Online Banking, the entities:

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-
-

Request to transfer funds between each account online. All Partners of each business understand the responsibility and security of transferring funds between such accounts. Each business and business Partner/Member/Officer/etc. will not, and does not, hold Valley Republic Bank liable for any transaction transferred between business accounts.

Signing in Agreement:

X _____

X _____

X _____

X _____

X _____

8/2013