

Business Online Banking Terms & Conditions

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1. Introduction

1.1 This Agreement governs your use of the Business Online Banking Services provided by Mission National Bank (MNB) for accounts held at Mission National Bank and any of its subsidiaries or affiliates that hold a Linked Account or provide Personal Internet Banking Services.

1.2 The Customer Delegate(s) may access the Business Online Banking Services online through www.MNB.com

1.3 By signing the Application Form for Business Online Banking and/or any Supplement to the Application Form for Business Online Banking ("Supplement"), the Customer agrees to be bound by the terms of this Agreement.

1.4 Customer will designate the Primary User(s) or "Administrator" on the Application Form for Business Online Banking Application. The Primary User(s) will register for Business Online Banking Services online and establish all Secondary Users and their authorities and limits. The Primary User may choose to receive periodic account statements for one or more Linked Accounts by electronic means using the e-Statement Service. If the e-Statement Service is selected, MNB is authorized to stop sending paper statements for the selected Linked Accounts. Customer authorizes MNB to execute all Customer Instructions received by MNB from Customer Delegates (Primary and Secondary Users) under the Security Procedures contained in the Business Online Banking Customer Guides.

1.5 Customer must determine whether to establish single or dual access control. Single access control authorizes one Primary User to authorize and set up Account Control, and one user (Primary or Secondary) to authorize user set up. Dual access control requires action by a second Primary User to set up Account Control.

Defined terms used in this Agreement are set out below:

- **Account Control** - Account Control is available if you choose to use it. Establish authority on an individual account basis, and set up authorization rules based on monetary value of transactions. Set up of Account Control must be approved by Primary User(s) (one in single control and two in dual control model).

- Application Form - The application form provided to the Customer by the Bank, for the purpose of applying for access to Business Online Banking.
- Bank email - This is the secure e-mail to Customer Service, contained within the Business Online Banking Service.
- Customer (also you, your, yours) - The owner(s) of the Linked Accounts.
- Customer Delegate (also authorized signer/user) – is any authorized user appointed by customer
- Customer Instruction – Is any request or instruction that is received by MNB through Business Online Banking or the Support Service in accordance with the agreed Security Procedure.

2. Services

2.1 Business Online Banking Services include the following (Note: Some services may require that you qualify or apply separately):

- As a Primary User (Administrator):
- Setup/Change Delegates and define which Accounts and Services they can access and the daily limits (if applicable) within which they can authorize transactions, and authorize changes initiated by other Primary User(s) under dual control rules.
- View/change the details of the Secondary Users created.
- Obtain account balances and transaction information as of the close of business on the preceding business day for the last twenty-four (24) statement periods.

Obtain Account summaries for:

- Deposits (Checking, Savings, Money Market Account, Certificate of Deposit)
- Obtain available balance information for Deposit, Line of Credit Accounts, Loan Accounts (must be linked) as of the close of business on the preceding Business Day. However, debits initiated for Bill Payments, may not be reflected in the Available Balance until the next business day or later, and credits initiated for credit cards, loans and lines are not reflected in the Available Balance until after two business days.
- Establish company daily transaction limits within which all users can initiate and authorize Bill Pay, ACH, and Wire payment transactions. These limits can be amended by the Primary User(s) up to the maximum limits established by the Bank Transactional limits are subject to approval by the Bank and the Bank reserves the right to modify transactional limits at its discretion. You will be notified promptly of any change imposed by the Bank.
- Download transactional information to Quicken and QuickBooks and some spreadsheet formats.
- Create or Change Beneficiary/Payee Lists for Bill Payments, ACH and Wires (request).
- Make one-time or recurring transfers between your MNB accounts.
- Transfer from your MNB Deposit and revolving credit accounts to your MNB Deposit.
- Pay bills or make payments to virtually anyone in the United States.
- Send wire request in US Dollars or any of the supported foreign currencies for domestic or international payments.
- Access information on MNB products and services held by you.
- Send and receive Bank e-Mail (secured e-mail) to/from MNB.
- Print copies of checks or statements.
- Stop check
- Select e-Statement service to receive periodic account statements through your personal e-mail and discontinue paper statements.
- Add or Remove accounts and/or services on-line.

3. Linked Accounts

3.1 All eligible accounts will be linked ("Linked Account") and the Primary User and Secondary User(s) to the extent authorized by the Primary User or Empowered Secondary User will be able to view and access each Linked Account of yours in any manner and for any purpose available through Business Online Banking Services whether now available or available at some time in the future.

3.2 Customer acknowledges that all Linked Accounts are for business purposes and are not intended for personal, family or household use. In order for a Customer to view and transact on accounts that have different tax IDs and include accounts with multiple Tax ID's within one Business Online Banking profile, each business entity must complete the 'Multiple TIN' section of the application. Each business entity having one or more accounts included on a single Business Online Banking profile is a Customer and agrees to be bound by the Business Online Banking Terms & Conditions as provided and as amended from time to time by the Bank.

The Customer is required to designate one company as the First Named Business

Primary Users must be authorized signers on all accounts in the Business Online Banking profile.

For dual Account Control, the two Primary Users must be authorized signers on all accounts included in the Business Online Banking profile.

3.3 Authority to Transfer Funds - Waiver of Requirement for two or more signatures. Customer agrees that if there is any requirement to verify two or more signatures on checks or transfer of funds, that requirement does NOT apply to Customer Instructions for funds transfers, including online ACH, Wire or Bill Payments, using Business Online Banking Services and the Support Service. Customer is responsible for establishing the appropriate Account Controls in accordance with the Business Online Banking Guides. Customer releases MNB from liability when executing transfers or payments in accordance with Customer Instructions. Customer acknowledges that limitations on individual or joint authority to transfer funds under other Bank agreements will not apply to Customer Instructions on Business Online Banking. Where accounts held under different tax identification numbers are included on one Business Online Banking profile, the Customer acknowledges that an employee/individual Secondary User of one business may be given authority by a Primary User to transfer funds or conduct other transactions on accounts of other businesses included in the Business Online Banking profile. Customer acknowledges that limitations on such access can only be controlled by the Customer and the Primary Users, not the Bank.

The Bank will not be liable to the Customer or any business entity for any loss, damage, or expense arising from access to an account by a Secondary User and the Customer hereby agrees to indemnify and keep the Bank harmless against all actions, claims or demands arising from actions of a Secondary User.

3.4 Your Linked Accounts will continue to be subject to the agreements otherwise governing them, except where it is noted in this Agreement. Additionally, each Linked Account and the Business Online Banking Services will be subject to the terms or instructions appearing on a screen when using a Service, MNB's rules, procedures and policies applicable to each Linked Account, and the rules and regulations of any funds transfer system used in connection with Business Online Banking Services, and applicable state and federal laws and regulations.

3.5 Customer's Representation and Warranty. Customer represents and warrants to the Bank that if accounts held under different tax ID's are included, each signer for the business entities is authorized to designate the Multiple TINs included on the Application for Business Online Banking and that no account included for common access through one Business Online Banking profile is restricted from such common access by applicable law or regulation by the constitutional documents of the business entity.

3.6 You may add new eligible accounts or remove Linked Accounts from Business Online Banking by calling Customer Relationship Center at: 415-826-3627, between the hours of 09:00AM PT and 5:30 PM PT, Monday through Friday or by sending a Bank Mail request to Customerservice@mnbsf.com or by writing to: Mission National Bank, 3060 16th Street, San Francisco, CA 94103.

4. Security Procedures and Customer Instructions

4.1 Customer Delegates are required to set up usernames and passwords before accessing Business Online Banking at us.MNB.com.

4.2 You authorize MNB to act on Customer Instructions received under your Password through Banking or through calls made to the Customer Relationship Center. For security purposes it is recommended that you and all Customer Delegates memorize your Password and do not write it down. You are responsible for keeping your User name, Password and Linked Account information confidential.

4.3 You and all authorized signers agree to comply with the terms of this Agreement and any other reasonable instructions or recommendations we may issue to you regarding Business Online Banking security including, without limitation, the security recommendations contained in the Business Online Banking Guides. You agree that it is your sole responsibility to set up, maintain and regularly review security arrangements concerning access to, and use of, Business Online Banking Services, and information stored on your computing and communications systems, and your and any of your authorized signer's control of Passwords, Security devices and access to Business Online Banking.

4.4 You confirm that you have assessed the security procedures for Business Online Banking and have determined that these features, in combination with your own security measures, are adequate for your Linked Account(s).

4.5 You must ensure that your authorized signers keep their Username/Password secure and secret at all times and take steps to prevent unauthorized use of their Username/Password Security device provided to them. Your Username/Password Security Device act as your signature. You may change your password at any time by following instructions in the Business Online Banking Guide.

4.6 You must notify us immediately if you know of or suspect the following:

Any unauthorized access to Business Online Banking or the Website or the Support Service or any unauthorized transaction or instruction, which you or any of your Customer Delegates know of or suspect.

4.7 The Business Online Banking Services are accessed through the Internet, which is a public system over which we have no control. It is therefore your duty to make sure that any computer or other device, which you use to access, the Business Online Banking Services, is free from and adequately protected against acquiring computer viruses and other destructive or disruptive components.

4.8 You agree that you are solely responsible for the performance and protection of any browser used in connection with Business Online Banking including the prompt adoption by you of all security patches and other security measures issued or recommended from time to time by the suppliers of such browsers.

4.9 You are responsible for the accuracy and completeness of Customer Instructions. If a Customer Instruction identifies an intermediary bank, or the beneficiary's bank by name and an account or other identifying number, we may act solely on the basis of that number. If a Customer Instruction does not designate an intermediary bank where appropriate, MNB will select an intermediary bank and the Customer agrees that MNB shall have no liability with respect to such selection.

4.10 Instructions requesting cancellation or amendment of a Customer Instruction must be transmitted to MNB using the same level of Security Procedure as used for the original Customer Instruction. In the event that you request us to cancel or modify any Customer Instruction, we will make all reasonable efforts to comply with your request. However, we are not liable for any failure to cancel or modify the Customer Instruction if such a request is not received at a time or under circumstances that give MNB a reasonable opportunity to act on your request.

4.11 We will not be obligated to execute any Customer Instruction if: it is not in accordance with any term or condition applicable to the Linked Account or the Business Online Banking Services; we have reason to believe it may not be authorized by you or involves funds subject to a hold, dispute, restriction or legal process we believe prevents their withdrawal; it would exceed your Available Balance in the Account on the day the transfer is made; would result in exceeding any limit established by us; would violate any applicable provision of any risk control program of any federal or state regulatory authority; is not in accordance with our applicable policies, procedures or practices; we have reasonable cause not to honor for our or your protection; we have terminated this Agreement.

4.12 In the event that we do not act on or delay acting on a Customer Instruction, we shall attempt to notify you of this as soon as is reasonably possible.

4.13 Transactions may not be executed by MNB immediately when a Customer Instruction is received. Some transactions may take time to process and certain Customer Instructions may only be processed during normal banking hours even though Business Online Banking is on-line and may be accessible outside such hours.

5. Service Interruption

5.1 At certain times the Business Online Banking Service may not be available due to system maintenance or circumstances beyond our control. During such times, or if for any reason you are not able to access Business Online Banking Service online, you may call the Customer Service Center at:(1-415-826-3627), between the hours of 09:00AM PT and 5:30 PM PT, Monday through Friday.

5.2 The Customer Service Center provides Support Service for Business Online Banking so that you can give Customer Instructions and obtain information on Linked Accounts by telephone.

6. E-Statement

MNB will send electronic notice to the email address provided and deliver selected periodic account statements to your MNB Business Online Banking account. You will have access to an electronic version of your account statement(s) for up to 12 months. This service provides you with the flexibility to print and save account statements that are made available online. The Primary User may choose to receive periodic account statements for one or more of the Linked Accounts electronically through personal e-mail. MNB will send electronic notice to the Customer email address provided and deliver selected periodic account statements to your MNB Business Online Banking account.

You will have access to an electronic version of your account statement(s) for up to 12 months. This service provides you with the flexibility to print and save account statements that are made available online.

If you choose to have both paper and e-statements, only one will receive a copy of the paper statement at your company.

6.1 Your paper statements

At your request, MNB will send you a paper copy of your electronic statement previously delivered through the Business Online Banking service at any time. MNB's standard fee then in effect and charged for paper delivery copies of account statements will apply. Paper copies of electronic statements can be requested by contacting MNB's Customer Relationship Center at 1415-826-3627 or other location as MNB may advise. A request for a paper copy does not cause a termination of the electronic statement service. A paper copy of electronic statements can be obtained until the copy is no longer required to be maintained as a record for the designated account under applicable law or regulation.

MNB, at its discretion, may deliver statements in paper form to your last postal mailing address of record, as well as certain paper disclosures, account records, agreements and other information for your designated account(s).

You may continue to receive paper disclosures. The selected account(s) through Business Online Banking, MNB, at its discretion, may deliver statements in paper form to your last postal mailing address of record, as well as certain paper disclosures, account records, agreements and other information for your designated account(s).

6.2 MNB will send an email alert when your e-Statement is available

The only notice that you will receive advising you that your electronic periodic statement has been posted to Business Online Banking will be by email alert sent to the single, specific email address selected and confirmed and validated by you upon enrollment. One attempt will be made to notify you by email that your electronic statement is available to view. If the email address provided is returned as "undeliverable", you will be prompted to enter a new email address the next time you attempt to use the e-Statement service in Business Online Banking. This email will be the only notice you will receive and no other notice will be sent. Any and all notices sent by MNB to the email address will constitute sufficient and effective delivery to you of the information contained in your electronic statement whether or not you access or review the notice, Business Online Banking site or specific electronic statement, and shall be deemed to have been delivered to you personally, whether actually received or not. You agree to maintain access to Business Online Banking in a manner that gives you continuous ability to access, review and print your electronic statements and to receive

and access all notices sent to you at the designated email address. It is your sole responsibility to advise MNB immediately of any changes or updates to the designated email address. There are certain risks associated with the transmission of email notices through the Internet including but not limited to unauthorized access, system outages, delays, disruption in telecommunications services and the Internet. Email is not private or secure. The email notice sent to you by email is an unencrypted, automatic notice. Although the notice is not intended to contain confidential financial information, it may contain in its design, part or all of your name or other identifier, which could be seen or intercepted by others. Do NOT respond to the email notices by return email, or use the reply function to request information, service, paper copies or other items or to revoke consent. MNB will not be responsible to act upon requests made in that manner.

6.3 Canceling the e-Statement service

Only the Primary user may revoke consent for the electronic statement service for one or more designated accounts at any time by un-enrolling your accounts through the e-Statement Modify Settings page located in MNB's Business Online Banking. Electronic posting of your electronic statement on Business Online Banking and transmission of related email notices will continue until: (1) termination of the electronic statement service, (2) termination of your designated account with MNB, or (3) termination of your Business Online Banking service with MNB. MNB may terminate the electronic statement service for any or all designated accounts at any time. Upon such termination, delivery of paper copies of account statements will resume within a reasonable time. Termination of the electronic statement service does not affect the validity or legal effect of any electronic statement delivered to you or any owners of the account(s) through Business Online Banking. Termination of the electronic statement service does not terminate the Business Online Banking service unless otherwise so stated. Primary User can also cancel their e-Statements by calling the Customer Relationship Center at (1-415-826-3627).

6.4 Hardware and Software Requirements

You agree that you have or will have access at all times to a personal computer capable of supporting at your cost; high level browser encryption, Internet access, a valid email address, and Business Online Banking. You must also have access to Adobe Acrobat Reader to utilize PDF files.

If the method of electronic delivery by MNB changes so as to require additional software, upgrades, plug-ins or additional security features in your hardware or software system used by you, you may terminate the electronic statement service or you agree to upgrade your hardware or software system to the required standards.

If MNB determines that a change to the electronic statement service concerning any future system or hardware enhancement creates a material risk that you may not be able to access or retain a subsequent electronic record, MNB will notify you of such change and allow you to withdraw consent for this electronic statement service, whereupon MNB may terminate this service until you choose to enroll again in this service and deliver a new consent to participate in this service by accepting MNB's online consent form posted on Business Online Banking.

You understand that your accessing electronic statements through Business Online Banking and receiving email notices may incur certain costs associated with email, electronic access, downloading, online time and subscription costs associated with Internet and telecommunications service providers, paper and printing costs, and equipment or software upgrades if necessary. You agree that you will pay all such costs and expenses in connection with your use of the electronic statement service.

6.5 Consent to this agreement

By clicking the "I Agree" button at the bottom of the Electronic Statements Enrollment Agreement you represent to MNB that you are authorized as the owner or on behalf of the owner of the designated account(s) to consent to electronic delivery of account statements and accept the terms of this agreement.

7. Bill Payment Service

7.1 You may use the Bill Payment Service to pay a bill or to make payments to a business or other payee. You agree not to use the Bill Payment Service to make any tax payment, any court-ordered or directed payments, or any payment to a payee that has a mailing address outside the US and you agree that if you attempt such payments, the Bank and its agents will not be responsible for that payment.

7.2 Primary User(s) can register for Bill Payment Service by selecting that option on-line or, you may register Bill Payment Service by completing and delivering the Application Form. An eligible MNB checking account is required to enroll to this service. The Primary User can use Bill Payment service 48 hours after registering, and can proceed to make this facility available to the Secondary User(s).

7.3 By registering for Bill Payment Service, you authorize MNB and its agents to follow the Customer Instructions provided by the Primary User or Customer Delegate(s) using Business Online Banking. You will provide MNB with the names, addresses, phone numbers and account information of those persons or entities to whom you wish to make a Bill Payment. When you initiate a Bill Payment, you authorize MNB to charge your designated Linked Account and to remit funds to the payee on your behalf electronically, provided electronic payments are permitted and accepted by the payee. If the payee does not permit and accept electronic payments, then those funds will be remitted to the payee through the use of a paper check issued by MNB or its agent and payable to the payee. Such paper check will state that it represents a payment from you and will indicate the account number of your account with the payee.

7.4 Bill Payments scheduled before 5:00 p.m. Pacific Time (PT), Monday through Friday (excluding federal holidays), will be processed on that day. Payments scheduled after 5:00 p.m. PT will be processed on the next business day.

7.5 Bill Payments can be sent to payees electronically or by check. MNB has sole discretion to determine how the payment will be sent.

7.6 Electronic payments are sent whenever possible and your designated checking account is debited on the business day you selected for that payment. If a payee accepts checks only, an individual corporate check is sent and your designated checking account is debited for the payment amount on the business day selected for that payment.

7.7 While it is anticipated that most Bill Payments will be processed and completed on the Business Day you selected for your Bill Payment Process Date you acknowledge that due to circumstances beyond the control of MNB, such as delays by the payee and the payee's bank or agent in handling and posting Bill Payments, some of them may take longer to be posted to your account at the payee. For this reason, MNB recommends that you select a Bill Payment Process Date which is at least five Business Days before the actual due date of the payment. You agree that MNB will not be responsible for any Bill Payment that is received or posted by the payee after the grace period, which could result in a late charge or penalty being assessed by the payee. In such event, you agree that you shall have the sole risk of incurring and the sole responsibility for paying any and all charges or penalties assessed by the payee. If a Bill Pay transaction cannot be processed according to your instruction, a Bank-Mail notification will be sent to you.

7.8 Only payees with United States addresses may be paid using the Bill Payment Service. We reserve the right to limit the frequency and dollar amount of transactions from your accounts.

7.9 You may use the Bill Payment Service to authorize automatic recurring payments of recurring bills. These payments must be for the same amount each month and they will be paid on the same calendar day of each month or on the next Business Day if the regular payment day falls on a weekend or holiday.

7.10 Your Right to Cancel (Stop Payment) a Bill Payment.

7.10.1 You can cancel or stop a single Bill Payment any time before the Bill Payment Process Date for that payment through the use of Business Online Banking Services:

- by calling us at 1415.826.3627, and following our instruction, or
- by writing to: Mission National Bank., 3060 16th Street, San Francisco, CA 94103, or
- by utilizing the "Stop Payment" option through Business Online Banking function

7.10.2 If the Bill Payment is a recurring payment set up on the Bill Pay Service, then you can cancel that Bill Payment, through the use of Business Online Banking as long as the request is received before the Bill Payment Process Date of the next recurring Bill Payment.

7.10.3 We must receive your written request or Bank Email request at least 3 (three) Business Days before the Bill Payment Process Date of your next recurring Bill Payment

7.10.4 If we receive your authenticated Instruction to cancel a recurring Bill Payment three Business Days before the Bill Payment Process Date of the next recurring Bill Payment and we do not do so, then we will be liable to you for your direct losses or damages.

7.10.5 Once a recurring Bill Payment is cancelled, all future payments to that payee will be cancelled and you must reschedule it if you want a Bill Payment to be made in the future.

8. Automated Clearing House (ACH) Payments

8.1 ACH services for business accounts may only be set-up by us. The Bank offers a pre-funded ACH payment service through Business Online Banking. You may register for ACH service by completing and delivering an Application form to us. An eligible MNB checking account is required. The Customer acknowledges that the designated checking account must have sufficient available funds (2 business days before the Value Date).

8.2 Two business days after online registration, the Primary User may begin to use the ACH service and may set up a Secondary User(s) for ACH access.

8.3 The Bank will enable a Customer to initiate credit instructions for settlement through the ACH using a Business Online Banking Service. Instructions will be set-up online and will be processed electronically by the MNB Electronic Funds Transfer System through the ACH. The Customer agrees that any rules or regulations issued by NACHA (National Automated Clearing House Association) shall be applicable to and binding on the Customer and that transfers shall not be initiated that violate the laws of the United States. The Customer warrants that each credit instruction has been properly authorized by the person whose account is affected and that the authorization is operative at the time of creating and processing this instruction or credit by the Bank as provided in this Agreement.

8.4 If the Customer selects a Service that uses an Automated Clearing House ("ACH") to effect transfers, the Customer agrees to be bound by and comply with applicable U.S. laws, regulations, including those promulgated by the Office of Foreign Assets Control and the U.S. Department of Treasury's Financial Crimes and Enforcement Network, and any rules promulgated by any such ACH. The Customer acknowledges and agrees that it shall not affect any transfers via any of the Bank's ACH services that would meet the definition of an International ACH Transaction (IAT) promulgated by the National Automated Clearing House Association without first notifying the Bank and obtaining advance approval from the Bank for the procedures and format that the Customer will use to effect such IAT transfers.

8.5 The Customer will submit the ACH instructions by 3 p.m. PT one business day before the Value Date. ACH instructions received after 3 p.m. PT will be considered received on the next business day. ACH instructions can be entered up to 60 days before the Value Date.

8.6 The Bank will process all entries received in a timely manner via ACH to accounts at other banks in accordance with the operating rules of the National Automated Clearing House Association (NACHA Rules).

8.7 The Bank is not responsible for delays in processing caused by circumstances beyond its control, including but not limited to errors caused by the Customer in inputting/releasing its transactions, machine or transmission facility malfunctions, or the action or inaction of the Electronic Payments Network or a receiving bank or any other party.

8.8 Unless otherwise instructed, the Bank will credit the Customer account for items returned through the ACH and forward an advice to the Customer.

8.9 The Bank may reject any entry that does not comply with the Bank's requirements as communicated to the Customer. Bank shall notify the Customer, in case of rejection or returns. Bank shall notify the Customer, in the case of rejection because of insufficient available funds either by phone, first-class mail or Bank Email no later than the business day such entry would otherwise have been transmitted by the Bank to the ACH, or, in the case of an entry received for credit to an account maintained with the Bank (an "On-Us Entry"), its effective date. The Bank shall have no liability to the Customer by reason of the rejection of an entry or the fact that such notice is not given at an earlier time than that provided for herein.

8.10 The Customer has no right to cancel or amend any entry after it has been submitted. However, the Bank shall use reasonable efforts to act on a request by the Customer for cancellation of an entry prior to transmitting it to the ACH, or, in the case of an On-Us Entry, prior to crediting a Receiver's account, but shall have no liability if such cancellation is not effected.

9. Wire (Funds) Transfers

9.1 You may use the Business Online Banking service to request wire transactions within your limits and accounts. Money wire function online is a request only.

9.2 The Bank shall have the right to reject any Wire payment instruction if you have insufficient available funds in the Account or for any other reason. If the Bank rejects a Wire payment instruction, the Bank shall use reasonable efforts to notify you through Bank Email or by telephone no later than the business day on which such wire payment instruction would otherwise be executed by the Bank.

9.3 You agree that the Bank may rely on the routing or identifying number provided by you for the intermediary bank or the beneficiary's bank, even if it identifies a bank different from the bank identified in the Wire payment instruction. The Bank has no duty to detect any such inconsistency in identification.

9.4 You agree that the Bank may rely on the Account number provided by you and the Bank is under no obligation to confirm that the name of the Account to which funds are transferred conforms to the name given in the Wire payment instruction.

9.5 The Customer is responsible for full routing instructions. The Customer agrees that in executing any Payment Order the Bank may make use of correspondents, agents, sub-agents, funds transfer and communications systems. The Customer agrees that if a Payment Order does not designate an intermediary bank where appropriate, the Bank will select an intermediary bank on behalf of the Customer and the Customer agrees that the Bank shall have no liability with respect to such selection. To the full extent permitted by law, correspondents, agents, sub-agents, systems or intermediary banks shall be deemed to be agents of the Customer and the Bank shall not be under any liability for any errors, negligence, suspension or default of any of them, all such risks being borne by the Customer.

9.6 The Bank is under no obligation to cancel or amend a Wire payment instruction after it has been transmitted to the Bank. However, the Bank shall use reasonable efforts to act on a request by you for cancellation of a Wire payment instruction prior to the Bank's execution of the instruction, but the Bank shall have no liability if such cancellation is not effected.

9.7 All wire payments submitted before 1:30 p.m. Pacific Time, Monday through Friday (excluding federal holidays), will be processed on that day. Wire payments submitted after 1.30 p.m. Pacific Time on a Banking day will be processed on the next business day.

10. Limitations on Frequency of Transfers and Dollar Amounts

10.1 Transfers from a linked line of credit account are subject to the terms of the credit agreement. If you make Business Online Banking transfers from your savings account to another of your accounts those transfers are counted as telephone transfers and added to your other automatic, pre-authorized check or telephone transfers made from such account and limited to six for each statement cycle in accordance with your account agreement. If you exceed the limitation, then MNB may be required to close your savings account and transfer the balance to a checking account.

10.2 If the Business Online Banking portfolio includes account owners that have different tax ID's, the Customer is responsible for complying with all applicable tax rules and regulations. Customer warrants and represents that if the activities conducted through Business Online Banking result in pooling of cash among different legal entities, the owners of the accounts are engaged in an authorized cash management arrangement.

11. Transfer Processing

This table refers to processing times applicable to the Transfer service used to make transfers between MNB accounts. It may be amended at MNB's discretion.

Date of Immediate Transfer Request

On a Business Day before Approximately 3 p.m. PT
On a Business Day after Approximately 3 p.m. PT
On a day other than a Business Day

Date of Scheduled Transfer Request

On a Business Day before Approximately 3 p.m. PT
On a Business Day after Approximately 3 p.m. PT
On a day other than a Business Day

Date Immediate Transfer will be made

Same Business Day that the transfer is requested
Next Business Day after the transfer is requested
Next Business Day after the transfer is requested

Date Scheduled Transfer will be set up

Same Business Day that the transfer is requested
Next Business Day after the transfer is requested
Next Business Day after the transfer is requested

11.1 The Bank may reject a transfer instruction if there are insufficient Available Funds in your Linked Accounts, or if you have requested an advance on a commercial credit line that is subject to credit approval.

12. Fees

12.1 You agree to pay the fees (if any) for your Business Online Banking Services as we advise you from time to time. We may make changes to the Fee Schedule (see table below) and will give you 30 days prior notice of any changes. These charges are in addition to any charges for particular banking or other services we might provide for your Linked Accounts under the agreements that apply to your accounts.

12.2 You must designate an account on the Application form from which fees (if any) for provision of the Business Online Banking Services may be debited.

12.3 Fees may be billed separately by your Internet and/or telephone service provider.

13. Our Liability to You

13.1 Our liability to you is explained in the agreements, notices and disclosures provided to you from time to time for your Linked Accounts. This section applies only to the extent not otherwise provided for. Under no circumstances will we have any liability to you for failing to provide you access to your Linked Accounts through the Business Online Banking Services. We will only be liable for material losses incurred by you to the extent such losses directly result from our gross negligence or intentional misconduct in performing the Business Online Banking Services.

13.2 In no event will we be liable for any consequential, special, punitive or indirect loss or damage whether or not any claim for such damages is based on tort or contract or we knew or should have known the likelihood of such damages.

13.3 You agree that unless we have specifically agreed with you otherwise, we shall have no liability whatsoever for any loss or liability due to (a) any equipment, software or associated user documentation which any party other than us produces at any time for use in connection with the Business Online Banking or the Business Online Banking Services or (b) any services through which you access the Business Online Banking or the Business Online Banking Services which are not controlled by us.

14. Indemnity

14.1 You agree to indemnify and hold us harmless from all losses, liability, claims, demands, judgments and expenses arising out of or in any way connected with a Linked Account or the performance of a Business Online Banking Service. This indemnification is provided without regard to whether our claim for indemnification is due to the use of the service by you or an Authorized User.

14.2 You agree to keep us indemnified against all actions, proceedings, costs, loss and damage of any kind which we or any other member of the MNB Group may suffer as a result of our, or any member of the MNB Group, acting on Customer Instructions in accordance with this Agreement, or as a result of your failure to comply with your duties under this Agreement.

15. Termination

15.1 Unless otherwise required by applicable law, MNB may terminate this Agreement and/or your access to the Business Online Banking Services, in whole or in part, at any time. Access to Business Online Banking Services may be reinstated by us, at our discretion, at any time. If reinstated, then the current terms of this Agreement will apply. You may request reinstatement of Business Online Banking Services by calling the Customer Relationship Center at 1-415-81-26-3627 or send your request to us in writing to Mission National Bank., 3060 16th Street, San Francisco, CA 94103.

15.2 If you do not access your Linked Accounts for any three (3) month period, we may terminate your service.

15.3 If you wish to cancel any of your Business Online Banking Services, call us at 1-415-826-3627 or send us cancellation instructions in writing to: Mission National Bank, 3060 16th Street, San Francisco, CA 94103, or by sending Bank Email at Customerservice@mnbsf.com

16. Force Majeure

16.1 Neither party will be liable for delay in performing or failure to perform any of its obligations under this Agreement which is caused by circumstances beyond its reasonable control, including, but not limited to, the failure, malfunction or unavailability of telecommunications, data communications and computer systems and services, war, act of terrorism, civil unrest, government action, strikes, lock-outs or other industrial action or trade disputes (whether involving either party's employees or those of a third party). Any delay or failure of this kind will not be deemed to be a breach of the Agreement and the time for performance of the affected obligation will be extended by a period, which is reasonable in the circumstances.

17. Miscellaneous

17.1 Subject to the applicable laws of evidence, each party agrees not to object to the admission of the records (including computer records) of the other as evidence in legal proceedings on the basis that the evidence is maintained in electronic format.

17.2 Copyright in the pages, screens, information (other than information about your accounts and financial affairs) and all material in their arrangement included in the Business Online Banking Services and in the Website (together the "material") is owned by or licensed to us or the MNB Group unless otherwise noted. You may imprint, copy, download, or temporarily store extracts from the material for your own information or when you use the Business Online Banking Services. You may not alter or otherwise make any changes to any Material that you print or download including, without limitation, removing any identifying marks or legends from such material. Any other use is prohibited unless you first request and obtain our written permission.

17.3 Where tools and other facilities ("Tools") are provided to Authorized User in connection with the Website, such tools are not provided as part of the Business Online Banking Services and are provided subject to the terms and conditions, exclusions and disclaimers relevant to such Tools as provided.

17.4 NOTICES. Any notice required to be provided to you in writing may be sent to you electronically by Bank e-mail on Business Online Banking or to your Internet email address as reflected in our records.

18. Changes to the Terms of the Agreement

18.1 Except as otherwise required by law, rule, or regulation, we may change the terms of this Agreement without prior notice to you from time to time and at any time. When changes are made, we will update this Agreement at the Website. The Website will be updated on the effective date, unless an immediate change is necessary for security reasons or a change in a law, rule or regulation

requires the change. In that case, this Agreement will be updated as soon as possible after the change. You agree that any required notice of a change to the terms of this Agreement may be posted to the Website, sent to you electronically by Bank e-mail on Business Online Banking or to your Internet email address as reflected in our records. You agree to be bound by the terms of this Agreement as amended from time to time and posted on the Website.

19. Assignment

We may assign our rights under this Agreement to a company affiliated with us now or in the future. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

20. Applicable Law

This Agreement is governed by the laws of The State of California and applicable federal laws and regulations. You consent to the exclusive jurisdiction and venue in the federal and state courts located in the State of California.

21. Alerts

Your enrollment in Mission National Bank Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your Mission National Bank account(s).

Alerts are provided within the following categories:

- Mandatory Alerts provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.
- Account Alerts provide you with notification of important account activities or when certain changes are made to your Service accounts, such as scheduled payments made, scheduled payments cancelled and mobile deposits. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.
- Additional Alerts must be activated by you to be enabled. These Additional Alerts can be accessed from the **Manage Alerts** menu within Mission National Bank Online Banking and Manage Alerts menu within Mission National Bank Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. Mission National Bank reserves the right to terminate its Alerts service at any time without prior notice to you.

Methods of Delivery. We may provide Alerts through one or more channels (“EndPoints”): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your Mission National Bank Online Banking message in-box, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

Alerts via Text Message. To stop Alerts via text message, text **"STOP" to 99588 at anytime.** Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in **Mission National Bank** Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text “HELP” to **99588** In case of questions please contact customer service at **415-826-3627** Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Limitations. **Mission National Bank** provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside **Mission National Bank**'s control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold **Mission National Bank** its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

Alert Information. As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

Business Online Banking Fee Schedule

All fees are subject to change. Service charges for ACH Originators do apply (see “ACH Origination Agreement”). Other service fees apply.

Service	Fee Description	Fee
Business Online Banking	Monthly Maintenance	None
Bill Payment	Monthly Maintenance	None
Bill Payment	Bill Payment Transaction Fee	None
ACH	ACH Payment/Receipt	\$0.15 per ACH payment
ACH	Returned Items	\$10.00 per ACH item
Tax Payment	Fed Tax Payment Online	None
Wire (Funds) Transfers (Outgoing)	Domestic Funds	\$30.00 per wire transfer
Wire (Funds) Transfers (Outgoing)	Foreign Funds	\$50.00 per wire transfer
Wire (Funds) Transfers (Incoming)	Domestic Funds	\$ 7.00 per wire incoming
Wire (Funds) Transfers (Incoming)	International Funds	\$ 15.00 per wire incoming
Stop Payments	Stop Check	\$30.00 per stop payment
Positive Pay Positive Pay	ACH <u>or</u> Checks ONLY	\$ 30 per month per account
	ACH <u>and</u> Checks	\$ 45 per month per account

Authorization:

I certify that I am an authorized signatory (officer, signer, etc.) of said account. I authorize Mission National Bank to verify any information in this application and activate accounts listed above for Internet Banking Access. I authorize MNB to activate all functions allowed such as ACH functions, Stop Payment(s), Wire Transfer(s) request, Bill Payment(s), Funds Transfer(s) and E-Statement(s). I understand my account number(s) are setup as a related group and that I can transfer to/from all number(s) in that grouping as capabilities and/or restrictions allow. I understand that I will serve as the Cash Management Administrator for Business Online Banking profile and I am responsible for administering the user(s) of this profile and will be given access to create and to specify their access levels to accounts and functions within Business Online Banking. The use of Business Online Banking shall be governed by the printed terms and conditions of the Cash Management Agreement disclosures and such other terms and conditions or amendments thereto, as may be established by MNB. I authorize any fees associated with this service be automatically debited from the “Payment Account” each month. All fees associated with Business Online Banking are disclosed in the MNB Cash Management Agreement. By signing below, I acknowledge and agree to the terms and conditions of this agreement.

Authorized Signature: _____ Print: _____ Date: _____