*i*Connect Business Banking

Customer Signup and Agreement

First National Bank of Southern California
*i*Connect Online Business Banking
Customer Signup

Company Name: _____ Client PORT Number: _____
(Maximum 30 characters)

Address: _____
(Maximum 30 characters)

City, State, Zip: _____
(Maximum 35 characters)

Contact Name: _____

(Maximum 30 characters) The Contact Name identifies the person designated by the client to be the primary individual responsible for all correspondence.

Contact Telephone Number: (____)_____ Business Tax ID or Social Security: _____

Email Address (**required**): _____

Account Numbers and Account Name (Account Nick-Name is what you want the account titled when logged-in)

Account #	Account Nick-Name	Account #	Account Nick-name

Account Fund Transfers (Client defined transfer identification that includes to and from account numbers)

Transfer ID(s): (Ex. Checking to Savings)	**From and To Accounts:** (Ex. 123456 to 654321)
_____ to _____	_____ to _____
_____ to _____	_____ to _____
_____ to _____	_____ to _____
_____ to _____	_____ to _____
_____ to _____	_____ to _____
_____ to _____	_____ to _____
_____ to _____	_____ to _____

First National Bank of Southern California
Employee Authorization

The following information is to be completed by the client for each employee who will require access. **Please fill out completely, as a request for *i*Connect cannot be granted without all sections completed.**

Company Name: _____

Employee Name: _____ Contact Phone: _____
(Maximum 30 characters)

Level of Access: ☐ Employee ☐ Supervisor ☐ Administrator ☐ Sr. Administrator

Authorized Access Times:

Access Day	Begin Time	End Time
☐ 24 Hours *or*		
Monday	____:____	____:____
Tuesday	____:____	____:____
Wednesday	____:____	____:____
Thursday	____:____	____:____
Friday	____:____	____:____
Saturday	____:____	____:____
Sunday	____:____	____:____

Security: Access ID: _____
(Minimum 6 alpha & numeric characters)

Access Level Authorization: *(Please note: Additional fees may apply to stop payments and internal fund transfers)*

Stop Payments: ☐ Inquiry ☐ Add ☐ Delete

Internal Fund Transfers: ☐ Allow (please see below) * ☐ Inquiry ☐ Delete

*Fund Transfers Allowed:_____ TO _____

_____ TO _____

_____ TO _____

Authorized accounts to be accessed by Employee:

Account Number(s): _____ _____

_____ _____

_____ _____

Employee Controls (access to make the following changes within the account**):**

☐ Inquire Employee ☐ Add Employee ☐ Change Employee ☐ Delete Employee

☐ Add Templates ☐ Change Templates ☐ Delete Templates

_____ _____
Authorized Signature **Date**

_____ _____
Print Name **Title**

_____
Referring Employee (please print *and* sign name)

*i*Connect Online Business AGREEMENT

This Agreement is made this _____ day of _____, 200___, by and between _____ ("Customer") and First National Bank of Southern California (the "Bank").
WHEREAS, pursuant to the terms and conditions of a license agreement between the Bank and Information Technology, Inc. (the "License"), the Bank intends to use a computer software program developed by Information Technology, Inc. known as *i*Connect Online and certain other software provided by the Bank for the Customers use in connection with the *i*Connect Online Business software (collectively, the "Software") to provide to Customer the services described below.
WHEREAS, Customer desires to subscribe for certain banking services offered through the Bank's *i*Connect Online Business software. NOW, THEREFORE, Customer and the Bank agree as follows:

1. Services. Subject to the terms and conditions contained herein, the Bank agrees to furnish to Customer the services selected in Schedule A attached hereto (the " *i*Connect Online Business Services").
2. License. Customer acknowledges that use of the Software and all related documentation is subject to the terms and conditions of the License and agrees to utilize the *i*Connect Online Business Services in accordance with any user documentation and manuals provided by the Bank, the specific instructions provided by the Software and in accordance with the terms and conditions of this Agreement. All related user manuals and documents, the *i*Connect Online Business Authorized Employee Worksheet (as referenced below) and the Account Worksheet (as referenced below) are incorporated by reference into this Agreement, and the *i*Connect Online Business Services will be performed in accordance therewith by the Customer.
3. Security Procedures and Access to *i*Connect Online Business's Services. Customer and the Bank will comply with the security procedures described in the *i*Connect Online Business Employee Worksheet (the form of which is attached hereto as Schedule A) provided to the Customer. It is Customer's sole responsibility to maintain and observe all security procedures, including taking all necessary steps to protect the use of any customer identification codes which enable Customer to access the *i*Connect Online Business Services. The Bank shall have no liability for any losses Customer incurs as a result of the Customer failing to maintain all necessary security procedures. Customer agrees that it will follow the instructions set forth in the *i*Connect Online Business User Guide and Employee Authorized Worksheet (the form of which is attached hereto as Schedule A) provided to Customer to access the *i*Connect Online Business Services.
4. Payment for *i*Connect Online Business Services. Customer shall pay the Bank such fees for the *i*Connect Online Business Services as the Bank may impose from time to time in accordance with its customary pricing policies for such services, other fees may apply as described in the Schedule of Fees and Charges. The Bank may change said fees at any time.

Initial Setup Fee $00.00	Monthly Maintenance Fee $00.00
Additional Setup Changes $10.00 each	Stop Payment Fee $27.50 each

5. Changes in Services. The Bank shall have the right to make improvements, updates and enhancements to the *i*Connect Online Business Services without providing notice to the Customer. The Bank shall also have the right to make changes in the *i*Connect Online Business Services which result in a material diminution or restriction in the *i*Connect Online Business Services provided hereunder provided the Bank provides the Customer ten (10) days prior written notice. The Customer shall have the right to terminate this Agreement as provided in Section 11 hereof after receipt of such notice.
6. Availability of *i*Connect Online Business's Services. *i*Connect Online Business's services shall be available during those times set forth in Schedule A. Schedule A also establishes various cut-off times and deadlines for certain *i*Connect Online Business Services.
7. Limitation on Liability. The Bank shall be responsible only for performing the *i*Connect Online Business Services expressly provided for in this Agreement and shall be liable only for its gross negligence or willful misconduct in performing the *i*Connect Online Business Services. The Bank shall not be responsible for the Customer's acts or omissions or those of any other person and shall have no liability for any interruption in the availability of the *i*Connect Online Business Services due to reasons beyond the Bank's control. THE BANK DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING THE SOFTWARE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL THE BANK BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE WHICH CUSTOMER MAY OCCUR OR SUFFER IN CONNECTION WITH THIS AGREEMENT. Without limiting the generality of the provisions, the Bank shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission of communication facilities, equipment failure, war, emergency conditions or other circumstances beyond the Bank's control, including, without limitation, floods.
8. Customer Indemnity. The Customer agrees to indemnify the Bank against any loss, liability or expense (including attorneys fees and expenses) resulting from or arising out of any breach of the terms of this Agreement or any failure of the Customer to comply with the terms of this Agreement.
9. Account Agreements. To the extent that this Agreement is inconsistent with any account agreement between the Customer and the Bank, the terms and conditions of the account agreement shall supersede the terms and conditions of this Agreement. All transactions

under this Agreement shall remain subject to all the terms and conditions of its account agreements with the Bank, provided, however, Customer understands that each account identified on a current Account Worksheet can be accessed by each Employee identified on the current *i*Connect Online Business Employee Worksheet to the extent indicated thereon, without regard to any restrictions otherwise applicable on the account. For example, if a given employee is identified on the Worksheet as having authority to direct transfer from a given account, that employee can initiate such transfers whether or not the employee has been authorized to do so according to the signature card applicable to the account. If the employee's signing authority is over account "A" but not over account "B", but is given electronic access under this Agreement to transfer funds from account "B" to account "A", the employee could transfer funds from "B" to "A" and then withdraw the funds from "A" on the basis of that signing authority. Similarly, if the worksheets give an employee authorization to access an account without a dollar limit applicable to this access, transactions initiated under this Agreement are authorized even if the transaction would have been beyond his or her authority had it been initiated other than under this Agreement.

10. Amendments. From time to time, the Bank may by notice to the Customer, amend any of the terms and conditions of this Agreement, including, without limitation, the Schedules attached hereto. Notices and Authorized Representatives.

a. Except as expressly provided herein, any written notice or other written communication required or permitted to be given under this Agreement shall be personally delivered, or sent by United States mail, postage prepaid or by express carrier, to the parties at the addresses set below the respective signatures to this Agreement or to such other address of which either shall have been given notice in accordance with this section. Unless otherwise provided in this Agreement, notice is effective when personally delivered, deposited in the United States mail or delivered by an express carrier except that notice to the
Bank is effective when received by the Bank.

b. The Customer authorizes and directs the Bank to act on any written notice or other written communication believed by it to be genuine and to have been signed by an Authorized Representative, and any such communication shall be deemed to have been signed by such person. Any Authorized Representative may request in writing changes pertaining to this Agreement, including changes to passwords, security codes and other security procedures. The names and signatures of Authorized Representatives are set forth in Schedule B attached hereto. The Customer may add or delete any Authorized Representative by written notice to the Bank signed by at least two Authorized Representatives other than that being added or deleted. Such notice shall be effective on the fifth business day following the day of the Bank's receipt thereof notwithstanding the provisions of subsection a. above.

11. Termination. Either party may terminate this Agreement upon at least five (5) business days written notice to the other. The Bank may terminate this Agreement immediately and without prior notice if Customer files or has filed against it a petition in bankruptcy or if the Customer breaches any terms of this Agreement. Any termination of this Agreement shall not alter the obligations of either party arising prior to such termination.

12. Non-Assignment. The Customer may not assign this Agreement or any of the rights or duties hereunder to any person without the Bank's prior written consent. The Bank may assign this Agreement to its successors or assigns without the consent of the Customer.

13. Governing Law; Jurisdiction. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Customer consents to the jurisdiction of the courts of the State of California, waives any argument that such a venue is inconvenient, and agrees to bring any litigation commenced by it in connection with this Agreement in either the District Court of Riverside County or the Federal District Court, of California.

14. Construction. Wherever possible, each provision of this Agreement and each related document shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement or any related document shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement or such related documents.

15. Hardware and Software Requirements. The Customer acknowledges that the *iConnect* Online Business program is available through the Internet access only. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

FIRST NATIONAL BANK OF SOUTHERN CALIFORNIA	CUSTOMER
By_____	By_____
Name_____	Name_____
Title_____	Title_____