

GBC INTERNATIOANL BANK

BUSINESS ONLINE BANKING, CASH MANAGEMENT AND BILL PAYMENT AGREEMENT AND DISCLOSURE

Please read this Agreement and Disclosure carefully and keep a copy for your record. This Agreement describes your rights and obligations as a user of GBC International Bank (“GBC” or the “Bank”) Online Banking Cash Management and Bill Payment Services. All internet banking services offered by the Bank (including, but not limited to funds transfers, and bill payment services) will be referred to collectively as “Services” in this Agreement. By subscribing to the Services or using the Services, you agree to the terms and conditions of this Agreement, and of your Deposit Account Terms and Conditions agreement. Such use acknowledges your receipt and understanding of this Agreement. It also describes the rights and obligations of the Bank.

DEFINITIONS

The following definitions apply in this agreement:

“*Administrator*” is used to refer to a person with authority of any kind with respect to the Business Account(s) or Online Banking transactions(s).

“*Agreement*” means this Business Online Banking, Cash Management & Bill Payment Agreement & Disclosure. It supplements and supersedes (where inconsistent) the terms of your deposit agreement with us. Together, they constitute the entire agreement between you and us with respect to the services.

“*Bill Payment Account*” is the business checking account from which bill payment will be debited.

“*Business Account(s)*” is an account / account(s) used exclusively by a business entity for business purposes, including an individual doing business as a sole proprietorship. Business account(s) may not be used by a consumer for any consumer purposes.

“*Business Day(s)*” means Monday through Friday, from 9:00 a.m. to 5:00 p.m. (Pacific Standard Time), except Saturdays, Sundays and Federal Reserve holidays.

“*Cash Management Service*” means the ability to activate several users with unique IDs, passwords, and access levels, generate stop payment requests and initiate wire transfers.

“*Due Date*” is the date reflected on your Payee statement for which the payment is due. It is not the late date or grace period.

“*Eligible Account(s)*” means the Bank account(s) from which you will be conducting transactions using the Services.

“*Online Banking*” is the internet-based service providing access to your Bank account(s) and to the Bill Payment Service.

“*Password*” is codes you select after the initial sign-on, that establishes your connection to Online Banking.

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

“*Payment Instruction*” is the information provided by you through the Service to the Bank for a bill payment to be made to the Payee (such as, but not limited to: Payee name, Payee account number, and Schedule Payment Date).

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

“*Scheduled Payment Date*” means the day the payee is scheduled to receive the payment and your account will be debited for the amount of the bills you select to pay. We recommend you schedule your payments “5” business day before their actual due date.

“*You*”, “*Your(s)*”, or “*Accountholder*” mean each person who applies to use the Service, each person who uses the Service with the permission of the Authorized Administrator, and person who has a User ID or password for accessing the Service.

“*We*”, “*Us*”, “*Our*”, “*GBC*”, or “*Bank*” refers to GBC International Bank.

ACCESS TO SERVICES

We will notify you when the Services you request will become available to you. If you request additional Services in the future, they will be governed by this Agreement, unless we advise you otherwise.

You will gain access to your Online Banking Service(s) through the use of your internet-enabled device, your Internet Service Provider, GBC Online ID, GBC Online Password, and in some instances, Cash Management ID, and Cash Management Password.

You are responsible for providing and maintaining any equipment that is necessary for the Services, such as telephones, terminals, modems and computers. You agree to use equipment that is compatible with our programs, systems and equipment, which we may change from time to time. We assume no responsibility for the defects or incompatibility of any computers or software that you use in connection with the Services, even if we have previously approved their use. *WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY, WITH RESPECT TO THE SERVICES, OR ANY COMPUTER PROGRAMS, EQUIPMENT OR SOFTWARE THAT YOU USE IN CONNECTION WITH THE SERVICES.*

USE OF YOUR SECURITY PASSWORD

You agree not to allow anyone to gain access to the Services with your password, or let anyone know your password used with the Services. You agree to assume responsibility for all transactions up to the limits allowable by applicable law. In order to protect yourself against fraud, you should implement appropriate security measures, including the following:

- (1) Do not give out Account Information, User ID, User Password, and, if applicable, Cash Management User ID and Cash Management Password.
- (2) Do not leave a computer unattended while it is in the Bank's Online Banking site.
- (3) Do not leave your Account Information within range of unauthorized personnel or others, and
- (4) Do not send privileged Account Information (account number, password, etc.) in any public or general e-mail system.

BANKING TRANSACTION WITH ONLINE BANKING

- a. Eligible Accounts. You application may list certain Bank accounts that you wish to access the Services. If it includes the accounts of your parent company, subsidiaries or affiliates, you warrant that they have authorized you to access their account(s) through the Services in the same manner as your own account(s). You agree to provide us with their written authorization, in form and substance acceptable to us, evidencing that authority, and to notify us immediately in writing of any change to that authorization.

You will need to designate certain accounts for specific purposes in connection with some of the Services. If you fail to do so, or if your designated account closes, we may designate an account or terminate the Service.

- b. Your Administrator (Applicable For Cash Management Services User Only). You must appoint an individual (an "Administrator") with the authority to determine who be authorized to use the Services on behalf of your business entity account(s). Your Administrator will be responsible for (i) the receipt, proper distribution and maintenance of all users with unique User ID, password and access level; (ii) monitoring the ability of the delegate users to access the Services; (iii) establishing limits on each delegated user's authority to access information and conduct transactions; (iv) designating another delegated user to be the successor Administrator, who will, when authorized by you possess the Administrator's capabilities; (v) adding, removing and making other changes to the transaction rights of the delegated users; and (vi) adding or removing eligible accounts from the Services.

You, as the accountholder assume sole responsibility for the actions of your Administrator, the authority he or she given others to act on your behalf, and the actions of the persons designated by the Administrator to use the Services.

The initial Administrator must be an authorized signer or owner on ALL eligible accounts enrolled in the Services. We may act on the instruction of the Administrator until we receive written notice to the contrary from you or another person authorized by you to give such notice. We shall be given a reasonable time to act on such written notice.

If we are uncertain regarding the designation or identity of the Administrator, the ownership or control of an account, or the authority of any delegated user, we may, at our sole discretion: (i) freeze accounts and/or refuse to make some or all of the Services available until we receive written proof (in form and substance satisfactory to us) of each person's right and authority to act; (ii) suspend any person's access to the Services; (iii) request instructions from a court of competent jurisdiction at your expense regarding the ownership or control of the account; and/ or (4) continue to honor instructions given to us by an individual who appears as the Administrator or a delegated user according to our

records. In no event will we be liable for any delay or refusal to follow instructions that occurs as a result a dispute or uncertainty over the ownership or control of any account.

An individual's designation as a delegated user shall continue to be effective until your Administrator removes the individual as a designated user from the Services and we have had sufficient time to process the revocation.

You or your Administrator will need to designate which accounts will be utilized for transfers and/or bill payment services. If your Administrator designates an account that requires more than "one" signature for the withdrawals or transfer of funds, you agree that we may act upon any Service instruction that is accompanied by the password designated by you or your Administrator for that account and the Service in questions. *NOTE: This may mean that we will act upon the instruction of only ONE person (e.g. to wire funds), even though the signature card for the account in question requires two or more signatures on checks. As long as an instruction is accompanied by the designated password, the transaction will be deemed authorized by you.*

You understand that it is impossible for the Bank to require two or more users to authorize a payment from your Account(s). Therefore, if your checking account requires two or more signatures, and you access that account through GBC International Bank Online Banking Services, you agree that the "two or more" signatures requirement will continue to be honored on all physical payments.

- c. Access to Account Data. When you access your Account(s), you may obtain an account balance and summary information, available funds information, and cleared transaction information.

Since we do not process certain information and transactions until after the close of our business day, some transactions may not be reflected in the system until the next banking day. Posted item may be reversed due to insufficient funds, stop payment orders, legal process, and other reasons. Certain balances also may not be subject to immediate withdrawal. We assume no responsibility for any loss arising from incomplete information or for any temporary interruption in our information system. At certain times, a Service may not be available due to system maintenance or circumstance beyond our immediate control. If you are unable to access our system for any reason, you can contact your branch of account for loan and deposit information.

JOINT AND SEVERAL AUTHORITY TO COMBINE FUNDS

You agree not to conduct any transactions that would violate the laws of any states or the United States, including the economic sanctions administered by the U.S. Treasury's Office of Foreign Assets Control.

If more than one party joins in one or more Services, the contractual obligations shall be the independent obligations of each party, the obligations hereunder being joint and several. Each of you agrees that there is no expectation of privacy between the entities that have joined in the Services, provide to you in connection with the Services.

Each of you represents and warrants to us that any and all transfers and commingling of funds required or permitted by any Services, and all other aspects of the performance hereof by the parties, have been duly authorized by law and by all necessary parties, including, without

limitation, the account holder of each account and that each of you have obtained and shall maintain in your regular business records, and make available to us upon demand, adequate documentary evidence of such authorization from the account holder of each account, executed by the duly authorized officer(s) of each such account holder in accordance with that account holder's corporate bylaws and board resolutions. Each representation and warranty contained herein shall be continuing and shall be deemed to be repeated upon your use of the Services and our effecting each transfer and commingling of funds.

COMPLIANCE WITH APPLICABLE LAWS

You agree not to conduct any transactions that would violate the laws of any states or the United States, including the economic sanctions administered by the U.S. Treasury's Office of Foreign Assets Control.

IIINFORMATION PROCESSING AND REPORTING

We offer a number of Services that require us to receive, process and report information involving your accounts and transactions. We will not be responsible for determining the accuracy, timeliness or completeness of any information that you or others provide to us. We will not have a duty to interpret the content of any data transmitted to us, except to the limited extent set forth in this Agreement. Unless otherwise agreed in writing, we will not be required (by means of any security procedure or otherwise) to detect errors in the transmission or content of any information we receive from you or third parties. You acknowledge that it is not possible for the Services to be totally free from operator, programming or equipment error, and that errors in processing and compiling data may occasionally occur (e.g., due to the failure of others to provide accurate information, telecommunication failures, or a breakdown in an electronic data interchange). As such, you agree to review and verify all results and to maintain adequate controls for insuring both the accuracy of data transmissions and the detection of errors. Unless otherwise required by law, our sole responsibility for any reporting errors caused by us will be to reprocess the information for the period in question and to provide corrected reports at our own expense. You agree to maintain adequate backup files of the data you submit for a reasonable period of time in order to facilitate any needed reconstruction of your transactions (e.g., in the event of a telecommunication failure). If we are unable to provide a Service for any reason, we will promptly inform you of the problem and will take reasonable steps to resume processing.

RELIANCE ON THIRD PARTIES

Our ability to provide certain Services is dependent upon our ability to obtain or provide access to third party networks. In the event any third party network is unavailable or we determine, in our discretion, that we cannot continue providing any third party network an access, we may discontinue the related Service or may provide the Service through an alternate third party network. In such situations, we will have no liability for the unavailability of access. We will not be responsible for any services you receive from third party vendors.

SECURITY PROCEDURES

We may provide you with a Password and User ID to access our Services. You agree to: (i) take reasonable steps to safeguard the confidentiality and security of the Password and User ID, and any other proprietary property or information we provide to you in connection with the Services; (ii) limit access to your User ID to persons who have a need to know such information; (iii)

closely and regularly monitor the activities of employees who access the Services; and (iv) notify us immediately if you have any reason to believe the security or confidentiality required by this provision has been or may be breached. Our security procedures are not designed for the detection of errors (e.g., duplicate payments or errors in your fund transfer instructions). We will not be obligated to detect errors by you or others, even if we take certain actions from time to time to do so.

We will assign a Password to you after your application for Services is approved. You agree to change your Password the first time you access our Services and whenever anyone who has had access to your User ID is no longer employed or authorized by you to use the Services. We may require you to change your Password at any time. We may deny access to the Services without prior notice if we are unable to confirm (to our satisfaction) any person's authority to access the Services or if we believe such action is necessary for security reasons.

Each time you perform a funds transfer with the Service, you warrant that the Password procedures are commercially reasonable for the transaction, based on the circumstances involved (e.g., the size, type, and frequency of your transfers, as well as your internal controls). We may process any funds transfer request we receive through the Service if it includes your User ID and Password. Funds transfer requests submitted with the User ID and Password combination will be deemed effective as if made by you, and you will be obligated to pay us the amount of such orders, even if they are subsequently determined to be unauthorized.

Internal Transfers and Wire Payments.

You may transfer funds by internal transfer and make payments to others by wire transfer. If you link more than one checking account to the Service, you must specify which account you wish us to use to make transfers and/or payments.

(i) *Charging Your Account.* When you transmit a payment request, you authorize us to charge your account for the payment. If your account does not have enough available funds to cover a payment, we may reject the transaction. We may charge a fee for each payment request presented against insufficient available funds, whether or not we honor the request. You assume the sole responsibility for providing us with accurate payment information in the form and format that we require. We are not responsible for confirming such information, or for monitoring or refusing to process duplicate requests. If you give us a request that is incorrect in any way, you agree that we may charge your account for the payment whether or not the error could have been detected by us. We are not obligated to detect errors in your transfer or payment instructions.

(ii) *Funds Transfer Instructions.* Your requests must comply with the requirements set forth in the Rules and any applicable security procedures. You acknowledge that requests may not be initiated that violate the laws of the United States, including the economic sanctions administered by the U.S. Treasury's Office of Foreign Assets Control. Our cutoff hours for requests are 11:00 a.m. (PST) for wire transfers.

You must accurately describe transaction beneficiaries, intermediary financial institutions, and the beneficiary's financial institution in wire transfer requests. If you describe any beneficiary or institution inconsistently by name and number, we and other institutions may process the requests solely on the basis of the number, even if the number identifies a person or entity different from the named beneficiary or institution. We may transfer funds through an

intermediary bank or funds transfer system, which is different from that shown in your instructions

You will not allow others to initiate requests on your behalf without our prior written consent. You will be solely responsible for the acts and omissions of your agents. You agree to indemnify, defend and hold us harmless from any actions, claims, proceedings, damages, losses and costs which you or we incur as a result of their actions or omissions.

(iii) *Customer Authorizations and Record Retention.* You agree to maintain a copy of each authorization for a period of two years following its termination, and to provide us with a copy upon request.

(iv) *Internal Transfers.* Transfers between your deposit accounts with us are subject to the terms of your deposit agreement (e.g., limitations on transfers). You will have the ability to transfer funds between checking, savings and loan accounts maintained with the Bank. Transfers are not permitted from one line of credit account to another line of credit account. A transfer between your accounts will be available for withdrawal no later than the business day after the transaction is posted. Your ability to initiate internal transfers between accounts may be limited by Federal law or by the terms of your general account agreement with us (i.e. the Terms and Conditions account agreement governing your accounts). Internal transfers from deposit accounts that are Savings or Money Market Deposits Accounts are limited as required by federal regulation to no more than six (6) pre-authorized transfers in any specified period. The specified period for Savings and Money Market Deposit Account is calendar month. Internal transfers utilizing the Service are considered pre-authorized transfers, and must comply with the six (6) per month limitation. Your account must have sufficient funds in order for transfers to be completed. You cannot postdate a transfer.

(v) *Transaction Limits and Safeguards.* You agree not to exceed the transaction limits we establish from time to time for your account. You agree that you will not allow anyone to initiate requests without proper supervision and adequate safeguards, and that you will review pending requests prior to their submission to ensure that they are complete, accurate and properly authorized.

(vi) *Cancellation and Amendment of Requests.* You may not cancel or amend a request after we receive it. If we attempt to reverse a request at your request, we assume no liability for any interest or losses that result if the reversal is not effected. You agree to indemnify, defend, hold harmless and reimburse us for all expenses, losses, claims, actions, proceedings and damages we incur in effecting or attempting to effect any reversal. You are solely responsible for providing notice to receivers that a reversal is being transmitted and the reason for the reversal no later than the settlement date of the reversing entry.

(vii) *Refusal of Requests.* We may refuse any request with or without cause or prior notice. You must maintain sufficient collected and available funds in your account to cover the amount of your requests, as well as returned or reversed debit requests, adjustment requests, and other amounts owed to us for these Services. We may refuse a request if there are not sufficient collected and available funds in your account on the date we initiate the transaction or on the settlement date. We will notify you of such refusal electronically, in writing, by telephone, or otherwise no later than two business days after the date the request was to be effected. We are not required to pay you interest on a rejected request for the period from refusal of the request to your receipt of the notice of refusal.

(viii) *Notice of Returned Requests.* We will notify you electronically, in writing, by telephone, or otherwise within one business day of any request which is rejected or returned for any reason. We will not be obligated to credit your account with any interest, unless the return is caused by our failure to properly execute the request.

(ix) *Notices and Statements.* Information on transfers to or from your accounts will be reflected on your periodic statements and will be available to you on-line. We do not provide you with any other notice of the receipt, transmittal or debiting of requests.

(x) *Unauthorized Request.* We may process any request (including an amendment or cancellation request) we believe is transmitted or authorized by you if we act in compliance with the security procedure agreed upon by you and us. Such requests will be deemed effective as if made by you, and you will be obligated to pay us in the amount of such requests, even though they are not transmitted or authorized by you.

(xi) *Telephone Confirmation.* We may elect to verify the authenticity or content of any request by placing a call to any authorized signer on your account or any other person designated by you for that purpose. If we are unable to verify a request to our satisfaction, we may reject the request.

BILL PAYMENT SERVICE

The Bill Payment Service permits you to designate an account to be used to make payments to third parties you wish to pay (the "Bill Payment Account"). Your Bill Payment Account must be a checking account. All payments you make will be deducted from the checking account that you designate as your Bill Payment Account for the Bill Payment Service. Any payments you wish to make using the Bill Payment Service must be payable in U.S. dollars to a payee located in the continental United States. You agree not to use the Bill Payment Service to make payments to settle securities purchases, payments to interest bearing accounts, tax payments, or court ordered payments or fines.

Electronic Funds Tax Payment Service (EFTPS) permits you to make payments for federal taxes to the United States. You must obtain authorization from the Internal Revenue Service before you initiate a payment through Online Banking. You must contact the Internal Revenue Service to receive instructions on how to set up such payments. Once you have obtained the necessary authorization, your payment may be made from your Bill Payment Account.

Bill Payment Service permits you to make direct payments into your creditor's accounts. You must obtain authorization from your creditor as well as the name of the bank and account number of your creditor to which your payment will be made. Once you have obtained the necessary authorization and information, your payment shall be made from your Bill Payment Account.

We reserve the right to refuse to pay any payee to whom you may designate for a payment. The Bank will notify you promptly if it decides to refuse to pay a payee designated by you. This notification is not required if you attempt to pay to settle securities purchases, payments to interest bearing accounts, tax payments, or court ordered payments or fines, each of which is prohibited under this Agreement.

You may choose to schedule Bill Payments to recur in the same amount at regular weekly, monthly, or semi-monthly intervals. You should schedule a payment to a new payee at least ten

(10) Business Days before any payment due date, to allow our bill payment service provider time to set up the payee and verify information about your account with the payee. For all subsequent payments, you agree to allow at least five (5) Business Days between the date you schedule a payment to be initiated and the payment due date (that is, the due date shown on your invoice or provided in your agreement with the payee, not taking into account any applicable grace period). If you do not follow these time frames, you will be fully responsible for all late fees, finance charges or other actions taken by the payee. After funds are withdrawn from your Bill Payment Account to make a payment, our bill payment service provider may make the payment either by transferring funds electronically to the payee or by mailing the payee a check. Because your payments, if not capable of being sent and received electronically, will be sent to your payee without the payee's payment stub, some payees may take no longer to post your account. Therefore, if the payee that you are paying cannot accept an electronic payment, the Bill Payment Service will send a paper check that may take up to **two additional business days** to be received by the payee.

If the session during which you schedule a payment or transfer ends by 10:00 p.m. (PST Time) on a Business Day, the Bank will be considered to have received it on that day. Otherwise, it will be considered received on the following Business Day. The "Scheduled Payment Date" must be at least one Business Day prior to the due date. For all entries made using the Services, the time recorded by the Online Banking Service will be considered the official time of the transaction.

Funds must be available in your Bill Payment Account on the scheduled payment date. If the date you schedule a payment to be initiated falls on a day that is not a Business Day, funds must be available in your Bill Payment Account the next Business Day. You agree that you will instruct the Bank to make a withdrawal only when a sufficient balance is or will be available in your designated Account at the time of withdrawal. The Bank will not be obligated to act on any withdrawal instruction from you if sufficient funds, including overdraft lines of credit, are not available in the Account you designated. The Bank shall have no obligation or liability whatsoever if it does not complete a payment because there are insufficient funds in your Account to process a payment. If the funds are not available, the payment will not be processed and you will receive a message to inform you that the payment could not be sent due to insufficient funds. Each day the payment will be resubmitted for you until either you delete the payment or the funds are available in the account to make the payment.

You agree that the Bank may, in its sole discretion, make payments to a named payee, even though a debit to your Bill Payment Account may bring about or increase an overdraft. In the event of an overdraft to your Bill Payment Account, the Bank may charge you or any of your accounts for the amount of the overdraft plus the then current charge for such service as set forth in the Schedule of Fees & Charges.

Payments may be changed or cancelled using the Service by 4:00 p.m. (Pacific Standard Time) on the Business Day prior to the day the transaction is schedule to be initiated. If you ask us to cancel a payment after it is issued and we agree to do so, we may charge you a stop payment fee. Stop payment orders whether written or electronic, will be in effect for a period of six (6) months. You must confirm any oral stop payment order immediately in writing. After six (6) months, any stop payment will terminate and must be renewed in writing in order to continue in effect. The Bank may pay any item that is presented following the lapse of any stop payment order.

You authorize the Bank to charge your Bill Payment Account for all payments that you authorize through Online Banking. The Bank and any agent of the Bank are authorized to prepare drafts drawn on your Bill Payment Account and/or electronically debit your Bill Payment Account for the purpose of making such payments. The Bank is authorized to accept any draft drawn on your Bill Payment Account, and issued as part of the GBC International Bank Online Banking Service, for presentment and charge the Bill Payment Account of your authorized representative even though it does not bear the signature of your authorized representative.

LIMITATION OF LIABILITY ON OUR RESPONSIBILITY

The Bank is only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement. In no event shall we be liable for damages for any amount in excess of your actual loss due to our failure to complete a transfer pursuant to this Agreement. We will not have to be liable for any amount in any of the following instances:

1. You do not have enough funds in your Bill Payment Account to make the transfer.
2. If the circumstances beyond our reasonable control prevent the transfer.
3. If there is a hold on your Bill Payment Account, or if access to your Bill Payment Account is blocked.
4. If the funds in any account maintained by you are subject to legal process or other encumbrances restricting the transfer.
5. If your transfer authorization terminates by operation of law.
6. If you believe someone has accessed your account without your permission and you fail to notify the Bank immediately.
7. If you have not properly followed the instructions on how to make a transfer included in this Agreement.
8. If we have received incomplete or inaccurate information from you or a third party involving the Accounts or transfers to or from your Accounts.
9. If we have a reasonable basis for believing that unauthorized use of your password or Account has occurred or may be occurring or if you default under this agreement, the deposit account agreement, a credit agreement or any other agreement with us, or if we or you terminate this Agreement.

There may be other limitations on our liability stated in this agreement and in other agreements with you. If any of the circumstances listed above shall occur, we shall make reasonable efforts to assist you in taking appropriate corrective action to reprocess the transactions that may not have been completed or to correct incorrect transactions that have been processed.

ELECTRONIC MAIL (E-Mail)

If you send the Bank an e-mail message through the service provided in the GBC International Bank Online Banking site, the Bank will be deemed to have received it on the following Business Day and shall have a reasonable time thereafter to act on your e-mail. You should not rely on e-mail if you need to communicate with the Bank immediately - for example, if you need to report an unauthorized transaction from one of your Accounts or if you need to stop a payment that is scheduled to occur.

- E-mail transmissions outside of the mail you create within the GBC International Bank Online Banking site are not secure. Thus, we request that you do not send us or ask for

sensitive information such as account numbers, password, and account information, etc. via any general or public e-mail system. If you wish to contact us electronically, please use the contact (add message) service provided in our Online Banking site. Use this secure form to e-mail the Bank regarding inquiries about an electronic funds transfer error resolution, reporting unauthorized transactions or contacting the Bank regarding other concerns of a confidential nature.

CUTOFF HOURS

The Services are available 24 hours a day, seven days a week, except during maintenance periods or system/network interruptions. For purposes of transactions, the Bank's business days are Monday through Friday, excluding federal holidays.

Our cutoff hour for Wire Transfer Order is 11:00 a.m. (PST) and for Internal Transfers Order is 10:00 p.m. (PST). Instructions received after the cutoff hour or on a non-business day may be deemed received as of the next business day. A delay may also occur if the Beneficiary or Intermediary bank is not accepting payment orders (e.g. due to a local holiday).

STATEMENTS

You will continue to receive your account statements, which will reflect all transactions involving your Accounts using the Services.

DISCLOSURE OF INFORMATION TO THIRD PARTIES

We will disclose information to third parties about your Account or transfers you make:

1. where it is necessary for completing transfers;
2. in order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant;
3. in order to comply with government to court orders, or other reporting requirements;
4. if you give us your written permission;
5. to the Bank's affiliated companies.

LOST OR STOLEN PASSWORD

If your password has been lost or stolen, call the Bank immediately on any Business Day. You will be held responsible for any unauthorized transfers or withdrawals. If you believe your password been lost or stolen, you may use the "Options" feature within the GBC Online Banking website to change your password.

ERRORS AND QUESTIONS

In case of errors or questions regarding GBC Online Banking or Bill Payment Services, or if your statement(s) shows transfers or withdrawals that you did not make, notify the Bank immediately on any Business Day or write to the Bank at the address: **Attention: Online Banking Department, GBC International Bank, 1355 Stockton Street, San Francisco, CA. 94133.** We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared. If you do not notify the Bank within sixty (60) days after

the statement was mailed to you, you may not recover any money lost after the sixty (60) days which would not have been lost if the Bank had been notified in time. We will need:

- Your name and account number;
- A description of the error or transfer in question and an explanation concerning why you believe it is an error or need more information; and
- The dollar amount of the suspected error and date on which it occurred.

If the report is made orally, we will require that you send your complaint or question in writing within twenty (20) Business Days. We will notify you with the results of the investigation within ten (10) Business Days and will correct any error promptly. If more time is needed, however, we may take up to forty-five (45) days to investigate a complaint or question. If this occurs, we will provisionally credit your Account within ten (10) business days for the amount you think is in error.

This will allow you to use the money during the time it takes us to complete our investigation. If your complaint or question is not received in writing within 10 Business Days, we may not provisionally credit your Account until the investigation is complete.

If we determine that no error occurred, we will send you a written explanation within three (3) Business Days after the investigation is complete, and debit your Account for the amount of the provisional credit. You may request copies of the documents that were used in the investigation.

OTHER AGREEMENTS

In addition to this Agreement, you and the Bank agree to be bound by and comply with the requirements of the agreements applicable to each of your accounts with the Bank. Your use of the Online Banking Services is your acknowledgement that you have received the agreements and disclosures applicable to your accounts and intend to be bound by them. You should review other disclosures received by you when you open your accounts at the Bank including the charges that may be imposed as listed in the fee schedules accompanying those disclosures or the right to make transfer.

In the event of any conflict between the terms of this Agreement and any other agreement applicable to your accounts with or other service agreement with the Bank, the terms of such other agreement shall govern your relationship with the Bank.

MODIFICATION OF THIS AGREEMENT

The Bank may modify the terms and conditions applicable to the Services from time to time by providing you with prior written notice of the modifications to you at the address shown on our account records and the revised terms and conditions shall be effective at the earliest date allowed by applicable law. You understand that by using the Services after a change becomes effective, you have agreed to it. We reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice.

INACTIVE AND TERMINATION

We may terminate the Services provided to you under this Agreement, without notice to you, if you do not comply with the agreement governing any of your deposit or loan accounts or any of your accounts with the Bank are not maintained in good standing.

We will promptly notify you if we terminate this Agreement or your use of the Services for any other reason. If you are not paying a monthly service charge for the Service(s), we may convert your Account to inactive status if you do not sign on to the Services or have any transaction scheduled through the Service during any consecutive 180-day period. If your Account is considered inactive, you must contact us to have the Services activated before you will be able to schedule any transaction through your Account.

CANCELLATION

To cancel any or all of the Services, you must notify the Bank and provide your name, address, and the specific Service or Services that you wish to cancel. When Bill Payment Service is terminated, any prescheduled bill payments will also be terminated with the cancellation of further transactions through the Services taking effect as of the end of the second business day.

INDEMNIFICATION

Except as specifically provided in this Agreement, or prohibited by law, neither the Bank nor any of its parent, subsidiary or affiliated entities, employees, agents or subcontractors shall be liable for any direct, indirect, special, incidental, consequential, punitive, or exemplary damages or losses, including lost profits, arising in any way from the transactions conducted or the information contained through the Services.

The Bank agrees to make reasonable efforts to ensure full performance of the Services. The Bank will be responsible for acting only on this instructions sent through the Services which are actually received by the Bank and cannot assume responsibility for malfunctions in communications facilities not under the Bank's control that may affect the accuracy or timeliness of instructions you send. The Bank is not responsible for any losses or delays in transmission of instructions arising out of the use of any Internet Service Provider. The Bank is not responsible should you give incorrect instructions or if your payment instructions are not given sufficiently in advance to allow for timely payment or for delays in mail service.

The Bank is not liable for any damages or losses that may be caused to your equipment or other software due to any viruses, defects or malfunctions connection with access or use of the Services.

EXCLUSION OF WARRANTIES

The Bank makes no warranties or representations as to the accuracy or completeness of the information contained on its Online Banking website. The Bank makes no express or implied warranties concerning the Services including, but not limited to, any warranties of merchantability, fitness for a particular purpose or non-infringement, unless disclaiming such warranties is prohibited by law.

SEVERABILITY

In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions shall remain valid and enforceable, and the invalid, illegal or unenforceable provision shall be deemed modified to the extent necessary to make it valid, legal and enforceable while encompassing the intent of the parties.

INTERNET DISCLAIMER

You specifically acknowledge that the Bank's Online Banking website operates across the global internet network and may therefore suffer outages or corrupted communications, including but not limited to the corruption of data transmitted between you and any third party, and that the Bank shall not be liable for any delays or unavailability of the Bank's Online Banking website or any errors generated or incorporated by the Bank's Online Banking website, whether or not such delays, unavailability or errors are within or outside the control of the Bank and/or its affiliates. You further acknowledge that the Bank shall not be liable for any actions or omissions of any third party with whom you may communicate via the Bank's Online Banking website.

DATA RECORDING

The information and messages you enter on the Services may be maintained as part of our records. By using the Services, you consent to such recordkeeping.

NOTICES

Except where this Agreement specifically authorizes telephone notice, all notices under this Agreement shall be written, and shall be delivered in person, by United States mail. If you have more than one authorized user on the Service, notice to one authorized user is notice to ALL authorized users. All notices to you shall be delivered to the mailing address as provided on the Business Online Banking Application.

Notices to Bank may be mailed to the following address:

GBC International Bank
Online Banking Department
1355 Stockton Street
San Francisco, CA. 94133

Or send by electronic mail using the "Contact / Message" tab available on our Online Banking site.