

PC BANKING FOR BUSINESS SERVICE AGREEMENT FOR BUSINESSES & SOLE PROPRIETORS ONLY

Agreement and Disclosures

PC Banking for Business is for businesses and sole proprietors only. Before using the California Bank & Trust PC Banking for Business Service, you must consent to receive disclosures electronically, and read and agree to the PC Banking for Business Service Agreement located below.

You Consent to Receive Disclosures Electronically

* Your consent to receive disclosures electronically will cover all transactions you conduct through the PC Banking for Business Service for as long as you remain a subscriber to the Service. These transactions will include all of the services described in the PC Banking for Business Service Agreement located below.

* In order to retain the PC Banking for Business Service and receive disclosures electronically, you must use financial management software that we support (currently Microsoft® Money, or Intuit® Quicken® or QuickBooks®) and have access to the Internet.

* In order to keep notices and disclosures sent to you electronically, you must have the ability to print or save them to your computer. If you do not have a printer capable of printing e-mails or web pages, click here for instructions on how to save the disclosures.

* Many of the disclosures provided electronically will also appear in your account statement. If you would like a paper copy of any electronic disclosure, you may request one by calling our Direct Business Internet Banking Customer Service representatives at 1 (877) 650-0095. There will be no additional charge for paper copies of disclosures.

* By accepting and agreeing to the PC Banking for Business Services Agreement below, you consent to receive disclosures as outlined above.

PC BANKING FOR BUSINESS SERVICE AGREEMENT

This PC Banking for Business Service Agreement (this "Agreement") explains the terms and conditions governing the California Bank & Trust PC Banking for Business Service (the "Service") offered electronically through California Bank & Trust.

AVAILABLE PC BANKING FOR BUSINESS SERVICES

The PC Banking for Business Service allows you to perform the following transactions via your personal computer: balance inquiries, verification of deposits and completed transactions, downloading of all cleared items, automatic reconciliation of accounts accessed through PC Banking, transmittal of electronic mail messages; transfers of funds between your accounts at California Bank & Trust, and our Bill Pay service.

CONTRACT REQUIREMENTS

In order to use the Service, (i) you must be (a) an individual person at least 18 years of age and able to form legally binding contracts under applicable law, or (b) a corporation, partnership, limited liability company or other entity; (ii) your place of business must have a physical street mailing address in the United States and a valid and active e-mail address; (iii) you must have a valid deposit account with California Bank & Trust; and (iv) you must be a United States resident. Other restrictions may apply.

PROTECTING YOUR ACCOUNT

A. Access IDs

The PIN assigned to you for PC Banking is used to provide access to your accounts and may also be used to pay bills or to perform banking transactions through the software (i.e. Quicken® or Money®) on your personal computer. The PIN assigned is not the same Personal Identification Number used for your ATM transactions. In order to maintain the security of your Service account, your PIN may be revoked or canceled at any time without giving you prior notice.

You agree that you will take all necessary precautions to safeguard your user names, logons, PINs, and/or other identifying codes for access to the Service (collectively, your "Access IDs") and keep them secure and confidential. You are solely responsible for maintaining the confidentiality of your Access IDs. You also agree not to reveal any of your Access IDs to any person not authorized by

you to use the Service. You will be responsible for all actions taken and transactions performed by any person to whom you have given any of your Access IDs, or who otherwise obtained any of your Access IDs through you. You agree to change your Access IDs if you desire to terminate any such person's access to the Service. You also agree to immediately (i) change your Access IDs, and (ii) notify us, if the secrecy of any of your Access IDs is compromised.

B. Limitation of Liability.

Except as otherwise stated in this Agreement, we will be liable to you only for damages arising directly from our intentional misconduct or gross negligence in the performance of the Service. We will not be responsible for any loss, delay, cost or liability which arises, directly or indirectly, in whole or in part, from: (a) your actions or omissions, or those of third parties which are not within our immediate and reasonable control; (b) your negligence or breach of any agreement with us; (c) any ambiguity, inaccuracy or omission in any instruction or information provided to us; (d) any error, failure or delay in the transmission or delivery of data, records or items due to a breakdown in any computer or communications facility; (e) accidents, strikes, labor disputes, civil unrest, fire, flood, water damage (e.g., from fire suppression systems), or acts of God; (f) causes beyond our reasonable control; (g) the application of any government or funds-transfer system rule, guideline, policy or regulation; (h) the lack of available funds in your account to complete a transaction; (i) our inability to confirm to our satisfaction the authority of any person to act on your behalf; or (j) your failure to follow any applicable software manufacturer's recommendations or our online Service instructions. There may be other exceptions to our liability, as stated in your deposit agreement with us.

We will not be responsible under any circumstances for special, indirect, or consequential damages which you incur as a result of our actions or omissions, even if we are aware of the possibility for such damages. Our liability and your remedy for actual costs and losses resulting from our actions and/or omissions, whether the claim is in contract or tort, will not exceed six times the average monthly charge for the Service for the three months immediately preceding the cost or loss.

Any claim, action or proceeding by you to enforce the terms of this Agreement or to recover for any Service-related loss must be commenced within one year from the date that the event giving rise to the claim, action or proceeding first occurs. You agree to cooperate with us in any loss recovery efforts we undertake to reduce any loss or liability that arises in connection with the Service. You acknowledge that our Service fees have been established in contemplation of: (a) these limitations on our liability; (b) your agreement to review statements, confirmations, and notices promptly and to notify us immediately of any discrepancies or problems; and (c) your agreement to assist us in any loss recovery effort.

C. Notices.

You agree to notify us immediately if you discover: (a) any error or discrepancy between your records and the information we provide to you about your accounts or transactions (e.g., in a statement, confirmation, or electronic report); (b) unauthorized transactions involving any account; (c) a breach in the confidentiality of any User ID or Password; or (d) other problems related to the Service. You must send us a written notice of any discrepancy or other problem, including a statement of the relevant facts, within a reasonable time (not to exceed 15 days from the date you first discover the problem or receive information reflecting the problem, whichever occurs first).

Unless otherwise agreed, notices required by this Agreement must be in writing. Notices to you may be mailed or sent to you at the statement, E-mail or mailing address shown for you in our deposit or Service records. You agree to provide us with advance notice of any change in your address or E-mail address. Notices to us must be sent to your branch of account (See your account statement for the address).

D. In Case of Errors or Questions about a Payment or Your Account

Please contact our Direct Business Internet Banking Customer Service Representatives at 1 (877) 650-0095 in regards to errors or questions about your transfers. **ALL QUESTIONS ABOUT BILL PAYMENTS MADE THROUGH THE SERVICE OR WITH YOUR PIN MUST BE DIRECTED TO US.** We are responsible for the bill pay service and for resolving any errors in payments made through the bill pay service or with your PIN.

Your bill payment transactions will appear on the statements we issue. **SAVE COPIES OF YOUR PAYMENT INSTRUCTIONS AND CHECK THEM AGAINST THE ACCOUNT STATEMENT YOU RECEIVE.** If you have any questions about one of these transactions, call or write us at the telephone number indicated below.

Contact us as soon as possible at 1 (877) 650-0095 if you think that a bill payment shown on the statement for your Account is in error or if you need more information about a payment shown on your statement

INTERNAL TRANSFERS

A. Internal Transfer Types

Using the Service, you may transfer funds from any of your Checking, Money Market or Savings accounts that are linked to your customer profile at California Bank & Trust. Credit Cards are not part of the transfer service.

B. Requests for and Cancellation of Transactions

To enter your transfers or banking transaction requests on your computer, follow your software instructions. Your transfers may be rejected for non-sufficient funds if funds are not in your account. To cancel any internal transfer, contact us at 1 (877) 650-0095.

C. Transfer Limitations

Internal transfers between your linked accounts are subject to the transfer limits within your software. You may only request that transfers be processed when funds will be available in the relevant account the day you request the transfer. You agree not to initiate a transaction that would cause your account balance to go below zero. We will not be required to complete any such transaction, but if we do, you agree to pay us the amount of any resulting overdraft upon request. As a result of overdrawing your account, non-sufficient funds fees, which are governed under your account terms, will be applied to your account. You authorize us to debit any such amounts, or the amount of service fees you owe us. You are responsible for maintaining available balances in your accounts that you are transferring from.

Use of your PIN will be considered the same as your written signature in authorizing us to charge your account the fees for using the Services and to complete any transaction or request you have communicated to us through your computer. Refer to the terms governing your deposit account(s) for specific account fees and details.

D. Transfer Documentation

Details of your transfers will be available through the Service using your software, and will also be listed on your regular account statements.

BILL PAY SERVICE

Our bill pay service allows you to pay third parties and to schedule future bill payments. Payments are made from your primary funding account and are sent electronically or by check, depending upon your Payee.

A. Eligible Payees. You may only designate payees with addresses in the United States. We reserve the right to determine who may be a payee.

B. Current Payments. Payment instructions received by 8 p.m. (Pacific Time) on a business day (e.g., Monday) are processed the same evening, and a check or electronic payment is issued the next business day (Tuesday). If your instruction is received after 8 p.m. or on a weekend or holiday (e.g., Saturday), it will be deemed received by us on the following business day (Monday), and a check or electronic payment will be sent the next business day (Tuesday). We recommend that you provide us with your payment instructions at least 15 minutes before the cutoff time.

C. Scheduling Payments. You must enter the Due Date for any payment, or specify a payment rule in the system that will automatically establish a Due Date for you. We will use the Due Date you enter to establish a Processing Date, which will be a reasonable number of Business Days prior to the Due Date to allow enough time to complete the payment prior to the Due Date. The Processing Date is

typically four (4) Business Days prior to the Scheduled Payment Date (or two (2) Business Days for payments to be made by Electronic Payment). It is your responsibility to select a Due Date so that the payment will arrive by the Actual Due Date specified on the bill or statement. You should specify the Business Day prior to your Actual Due Date if the Actual Due Date falls on a non-Business Day. If a system payment rule calculates a Due Date that falls on a non-Business Day, the system will adjust the Due Date to the next earliest Business Day.

D. Automatic Recurring Payments. You may use the Bill Pay Service to make regularly recurring payments in the same amount to the same payee. Once your automatic payment arrangements are established, we will make ongoing payments on your behalf without the need for further requests by you. Payments with a due date on a non-business day such as a weekend or holiday will be adjusted to a due date of the last prior business day (i.e. Friday). If balances are insufficient at the time of a scheduled payment, transactions may overdraw your account and result in a fee.

E. Future Transfers. You can instruct us to make a payment up to 12 months in advance. Funds transferred become immediately available for ATM and PIN based Debit Card transactions. Transfers initiated after 8 pm (Pacific Time) and all transfers on Saturdays, Sundays, or banking holidays will be posted to your account on the next business day. If balances are insufficient at the time of a scheduled transfer, transactions may overdraw your account and result in a fee.

F. Cutoff Hour. Although you can enter a payment request 24 hours a day, 7 days a week, transaction requests that we receive after 8 p.m. (Pacific Time) on a business day or at any time on a non-business day may be deemed received by us as of the next business day. We recommend that you provide us with your payment request at least 15 minutes before the cutoff hour. The confirmation number we assign to each payment will verify our receipt of your payment instruction. We do not have to make a payment if you do not have sufficient funds or credit available for the payment on the date we attempt to charge your account.

G. Changing, Canceling and Stopping Payments. You may cancel or change a current Payment request by giving us an instruction through the Service no later than 8 p.m. (Pacific Time) on the scheduled payment day set forth in your instruction. For example, if your payment date is Wednesday, you may cancel or change the transaction until 7 p.m. on Wednesday. If your payment date falls on a weekend or holiday (e.g., Saturday), your change or cancellation instruction must be received by 8 p.m. on the evening before the next business day (Monday). You can change or cancel a future payment instruction anytime prior to 8 p.m. on the scheduled payment date shown in your instructions. If the payment date is a weekend or holiday (e.g., Saturday), we must receive your instruction prior to 8 p.m. two business days before the scheduled date (Thursday). Although you do not have a right to stop the payment of an online check once the transaction has been posted to your account, we may attempt to stop the payment at your request. You agree to indemnify, defend and hold us and our Service vendors harmless in the event we and/or the vendors stop payment on such checks.

H. Rejecting Payment Requests. We may reject any payment request with or without cause or prior notice. If we do, we will notify you promptly of the rejection orally, electronically or in writing.

I. Errors in Your Instruction. You are solely responsible for providing us with complete and accurate payment information. We have no obligation to confirm such information or to identify or reject errors or duplicate payment instructions. If you give us a payment instruction 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.

J. Outstanding Check. We may stop the payment of online checks that have been outstanding for over 90 days. Approximately 10 days later, we will credit your account for the amount of the check.

K. Authorized Persons

You may authorize one or more individuals to obtain information regarding your use of the bill pay service, in accordance with our procedures. In addition, any authorized signer of your Account, or anyone to whom you have given access to the service, may also enroll for our bill pay services and

schedule payments to be charged against the Account. Each of these individuals will have full and independent authority to use bill pay services as if they were the Account owner(s), and without the consent of or notice to any owner or other authorized signer of the Account. Such powers may include, without limitation, the authority to: (a) view all billing data and pay bills or other obligations; (b) order the payment or transfer of funds from the Account; or (c) close the Account at any time. We may: (honor the orders and follow the instructions without liability, and without any obligation to give notice or to inquire whether you consent; (b) honor any payment order, even though it may create an overdraft in the Account; and (c) treat any notice required or permitted to be given concerning the Account as being given to all owners when such notice is given to any one owner.

SERVICE FEES

We may charge our Service fees to your account. You can avoid certain fees by maintaining the minimum balance we designate in your primary checking account. You can obtain information on our current fees and balance requirements by visiting our Website (<http://www.calbanktrust.com>) or by contacting your branch of account. We are not responsible for any fees that may be billed to you by your Internet Service Provider.

GENERAL

PC Banking for Business is for businesses and sole proprietors only.

A. Use Limitations

You agree to use the Service only for lawful purposes. You are responsible to provide at your own expense all necessary telephone lines, Internet connection and equipment needed to access the Service. The availability of the Service may be subject to interruption and delay due to causes beyond our reasonable control.

B. Change in Terms.

We may amend (add to, delete from, or change) the terms of this Agreement at any time by sending a notice to you at the address or E-mail address shown for you in our records, by posting the notice or an amended Agreement on our Website, or by delivering it to you. You may choose not to accept the change by closing your account(s) or terminating this Agreement and your use of the Service.

C. Other Provisions

Neither this Agreement nor any portion hereof shall be assigned, sublicensed or otherwise transferred by you without our prior written consent. If any provision of this Agreement is unenforceable, the validity and enforceability of the other provisions shall not be affected. Failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or of the right to enforce such provision. This Agreement shall be governed by and construed under the laws of the state that govern your deposit account agreement governing the Funding Account, without regard to conflicts of laws provisions. You hereby consent to the jurisdiction of the state courts and the federal courts within that state with respect to any claim relating to this Agreement. The Disclaimer of Warranty, Indemnity and the Other Provisions sections of this Agreement shall survive the termination of this Agreement.

D. Indemnity

You agree to defend, indemnify and hold us and our Providers harmless from and against any third party claims, including any damages, costs, expenses and attorneys' fees arising out of your use of the Service, except to the extent that such third party claim is the result of our breach of contract, gross negligence or willful misconduct.

E. Disclaimer of Warranty

YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK, AND THAT THE SERVICE IS PROVIDED "AS IS" WITH NO WARRANTIES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF AVAILABILITY, RELIABILITY, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

F. Changes to Your Information

You agree to promptly update all your profile information, including, but not limited to, name, physical

address, e-mail address and Account information. You may update your e-mail address by clicking on the Update Your Profile link under the Administration tab. You should also update your e-mail address for your Internet Banking services by clicking on the Edit Contact Information link under the Preferences tab. Other profile information, both for the Service and our other Internet Banking services, may be updated by calling Direct Business Internet Banking Customer Service Representatives at 1 (877) 650-0095. We are not responsible for any mail we forward to your old mailing or e-mail address prior to receiving updated information from you. All changes made are effective immediately for scheduled and future payments paid based on the updated Funding Account information. We are not responsible for any payment processing errors or fees resulting from your failure to update your information, or if you do not provide accurate Funding Account or contact information.

G. Governing Law

This Agreement will be governed by and interpreted in accordance with federal law and regulation, and to the extent there is no applicable federal law or regulation, by the laws of the State of California.

H. Equipment

You will need the following or equivalent hardware and software in order to access our Website, to receive notices from us, and to retain an electronic record of notices: a secure Internet connection with a browser capable of 128-bit SSL encryption, such as Internet Explorer 6.0 or higher (recommended), and a printer connected to your PC to print disclosures/notices or sufficient hard drive space available to save the information. We do not provide Internet Service Provider services. You are responsible for the selection, installation, maintenance, and operation of your computer and software. We assume no responsibility for any error or malfunction by your computer or software, or for any computer virus or similar problems you may experience with the Internet or your Internet Service Provider. You must use equipment and software that are compatible with our system, which may change from time to time.

I. Other Terms.

This Agreement supplements the terms of your account agreement with us. Please see that agreement for other terms relating to this Service (for example, waivers, governing law, and overdrafts). You agree to comply with the terms and conditions found at our Website, as well as any Service guidelines and instructions set forth at that site. Unless we agree otherwise in a writing that specifically refers to this Agreement, this Agreement, our Website terms and conditions, and your account agreement contain all of the terms of our agreement with you with respect to the Service. The terms of this Agreement will supersede any conflicting terms in the Website terms and conditions and your account agreement with respect to the Service.

J. Termination

We may terminate or suspend your access to all or part of the Service at any time, with or without cause. We may automatically terminate your use of the Service without notice if you do not use it for 90 consecutive days. If you decide to cancel the Service, you must send us a secure message or write to us at:

California Bank & Trust
Internet Banking
P.O. Box 19490
San Diego, CA 92159-9935

at least 30 days prior to the cancellation date. Let us know if you have any outstanding scheduled bill payments that you wish to cancel. Unless you advise us not to make such payments, you will be responsible for any payments we make following your notice of termination. We may refuse to make scheduled Service payments following termination of the Service.

DEFINITIONS

When used in this Agreement, the following terms have the following meanings:

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When used in this Agreement, the following terms have the following meanings:

Account: The deposit account from which your bill payments and service fees will be paid, as designated on the PC Banking Application we received from you.

Actual Due Date: The date on which a bill payment is due, as reflected on your Payee bill or statement. It is not the late date or grace period date.

Bill: A provider of a billing statement that you have requested to receive electronically through the Service.

Business Day: Monday through Friday, excluding State and Federal Reserve holidays.

Deposit Agreement: The terms and conditions, disclosures and fee schedules that govern your Checking, Money Market, Savings or Credit Card accounts at California Bank & Trust, as they may be amended from time to time.

Direct Check: A check that we draw against your checking account for a bill payment, payable to your Payee, and signed by us on your Behalf.

Due Date: The date you enter in the system as the date you want your Payee to receive your bill payment.

Electronic Payment: A charge to your Account for a bill payment, for credit to your Payee, that we make electronically, including without limitation by means of the Automated Clearing House (ACH) system.

Payee: The person or entity to which you wish a bill payment to be Directed.

Payment Instructions: The information you provide to us for a bill payment to be made to a Payee (such as, but not limited to, Payee name, and Payee account number, Processing Date or Due Date).

PIN: The personal identification number, which is the security code that is issued to you to identify you as an authorized user of the Service.

Processing Date: The date on which a bill payment begins processing.

Provider: Any third party we use to provide Service to you.

Scheduled Payment: A bill payment that has been scheduled through the Service but has not begun processing

Statement: The periodic account statement you receive which identifies the transactions you have performed.

Writing: An original paper document, or an electronic message transmitted through your computer (e.g., an e-mail) if you receive back an electronic message from us which confirms our receipt of your electronic message.