

Account Number(s):

Account Name:



BANK of WHITTIER
National Association

**Agreement and Electronic Fund transfers Act Disclosure for
BANK OF WHITTIER, NA Internet Banking Service and Telephone Banking Funds Transfer Service**

* To sign up for Internet Banking Service, please read this document and initial each page and sign at end.

Introduction

At Bank of Whittier, NA we offer a variety of enhanced traditional and electronic banking services, including internet and telephone banking services. The Internet Banking Services and Telephone Banking Funds Transfer Agreement and Electronic Fund Transfers Act Disclosure explain the terms and conditions that govern your use of the internet and telephone banking services that we offer.

Please read this Agreement carefully as it is intended to be used in conjunction with the Deposit Account Agreement, Account Product disclosure, and other related service disclosures that we have provided you in the course of your banking relationship with us. Retain this Agreement and all other related documentation for future reference.

If any provision of this Agreement is not enforceable, all remaining provisions remain in full force and effect. The sections in this Agreement are titled for reference purposes only and the titles will not limit the interpretation of the provision. You may not assign this Agreement without our prior written consent. The Agreement is binding to your heirs and to Bank of Whittier, NA's successors. This Agreement, together with the applicable product agreements, Internet Banking Enrollment Form, Authorization for Telephone Withdrawals and Deposits Form and the current Fee Schedule, constitute the entire agreement between you and us with respect to Internet Banking, and there are no agreements relative to this service that are not expressed herein.

In this Agreement, the words:

- "we, "us", "our" and "Bank" are used to refer to Bank of Whittier, NA
- "you" or "your" refers to the owners or holders of the deposit or loan account set up for internet access, including their authorized representative(s).
- "account" means your enrolled accounts at Bank of Whittier, NA.
- "Agreement" refers to this Internet Banking Service & Telephone Banking Funds Transfer Agreement and Disclosure.
- "authorized representative" refers to a person who has been granted authority to perform any and all internet banking transactions on behalf of the owner of an account with Bank of Whittier, NA.
- "business day(s)" means Monday through Friday, excluding holidays.
- "consumer" refers to a natural person who owns a deposit or loan account with Bank of Whittier, NA, which account is used primarily for personal, family or household purposes.
- "customer" refers to any person, whether consumer or business, who has a banking relationship with Bank of Whittier, NA.
- "electronic fund transfers" refers to both internet and telephone fund transfers you make between your Bank of Whittier, NA accounts, individual or recurring bill payments you authorize, and including the applicable definition of the term as embodied in Federal Regulation E, Electronic Funds Transfer Act.
- "Payment Account" is the checking account that you are required to designate as the account from which bill payments and Service fees and charges will be debited.
- "Service" refers to the Internet Banking Services and Telephone Banking Funds Transfer Services, individually or

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collectively.

If you have any questions or need additional information about the Internet Banking Services or about any of the provisions in this Agreement, please contact your Private Banker or call our Customer Information Department at (562) 945-7553 Extensions 118, 117, 128, 123 &/or 120.

Internet Banking Services

We are pleased to offer you the following internet banking services ("Internet Banking Services")

- Online Account Inquiry
- Fund Transfers between your enrolled Bank of Whittier, NA deposit accounts

Telephone Banking Services

Telephone Banking Services are limited to certain telephone account inquiries and telephone fund transfers to and from your eligible Bank of Whittier, NA deposit accounts ("Telephone Banking Services.")

How to sign up for the Internet Banking and Telephone Banking Services:

INTERNET BANKING:

You need to be an existing customer of Bank of Whittier, NA in order to be eligible for our Internet Banking Services. You must inform us of your interest in the Service by printing and completing the Internet Banking Enrollment Form which is available on our website. You may send the completed form to us by mail or via fax, as indicated on the form. Alternatively, you may also visit our office and our staff will be happy to assist you with your enrollment.

Once we receive your enrollment form, including any additional required documentation, and verify the information you provide, we will send you confirmation of your enrollment and your initial Access ID and password by postal mail.

TELEPHONE BANKING:

You need to be an existing customer of Bank of Whittier, NA in order to be eligible for our Telephone Banking Services. As a customer, you are automatically enrolled in this Service. Telephone fund transfers can only be conducted on eligible accounts, as discussed below. At the time of account setup, you will receive your initial password to access the telephone banking system.

Terms and Conditions on Eligible Accounts

INTERNET BANKING:

Once enrolled, you will have access to all the Bank of Whittier, NA accounts that you have designated for Internet Banking. These accounts will continue to be governed by the terms and conditions contained in the specific product agreement and disclosure initially provided to you, in addition to being subject to the provisions contained in this Agreement. Additionally, each service is subject to the following:

- Applicable federal and state laws,
- Our rules, policies and procedures governing the specific internet banking service you are using, including the instructions appearing on the screen(s) that you are entering your transactions on, and
- Rules and regulations of any service provider that we use in connection with the internet services we provide.

TELEPHONE BANKING:

Telephone banking transactions, which are funds transfers and account inquiry, can only be conducted on eligible accounts, which are accounts with the exact same ownership and signature requirements.

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Access to the Service

INTERNET BANKING:

You may access the Internet Banking Service through our website at www.WhittierBank.com or www.BankOfWhittier.com and clicking on the applicable "On-Line Banking" button. You will be responsible for acquiring, maintaining and operating the computer equipment located at your premises. The hardware must include a modem and related software necessary to communicate with Bank of Whittier, NA. You will arrange and be responsible for telephone &/or DSL service necessary to utilize the On-Line Banking Service. You will also be responsible for all computer hardware, software and communications at your premises. You will need a browser level that will support a 128-encryption bit.

TELEPHONE BANKING:

You may access the Telephone Banking Services by dialing 1-888-716-2000. A voice response mechanism will pick up the call and prompt you on how to proceed. You must be ready to provide your account number and Access ID information when prompted to do so.

HOURS OF ACCESS:

Subject to other applicable terms in this Agreement, you generally can access your account information via Internet Banking and Telephone Banking Services seven days a week, 24 hours a day, although some or all services may not be available occasionally due to emergency or scheduled system maintenance. We will post notice of any extended periods of system unavailability on the Bank of Whittier, NA website as soon as reasonably practicable.

Your Password:

For security purposes, you are required to change your initial password upon your first log-on to the Service. For Internet Banking Service, the on-screen instructions will show you how to change your password. You decide on what password you will use and the identity of this password is not revealed to us. You agree that we are authorized to act on instructions received under your password.

PASSWORD SECURITY:

You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. We recommend that you create a password that utilizes both upper and lower case alpha and numeric characters. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, and should be memorized rather than written down. If you believe that your password may have been stolen or unauthorized access has occurred on your account(s), contact Bank of Whittier, NA Customer Information Department at the address and/or telephone number provided in this disclosure.

Three unsuccessful attempts to log-on using your password will cause your access to the system to be revoked. Should this happen, you must contact our Customer Information Department to re-establish your access and to have your password re-set.

Security:

You understand the importance of your role in preventing misuse of your accounts through the Service and you agree to promptly examine the paper statements we send you for each of your accounts with the Bank. You agree to protect the confidentiality of your account information and you understand that personal identification information, when used with information related to your account, may allow unauthorized access to your account.

INTERNET BANKING SERVICE:

Your password and log-on/Access ID are intended to provide security against unauthorized entry and access to your account(s). Data transferred via the system is encrypted in an effort to provide transmission security to ensure that the information being passed is authentic and has not been altered en route. The Bank utilizes identification technology to verify that the sender and the receiver of the transmissions can be appropriately identified by each other. Nonetheless, even in recognition of all the Bank's efforts to ensure that the service is secure, you acknowledge that the internet has inherent security issues and that all data transfers, e-mail included, occur openly on the Internet and can potentially be monitored and read by others. We do not warrant that all data transfers and e-mail

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messages transmitted to and from us will not be monitored by others.

Fees and Charges

While there is no monthly fee for accessing the Service, some fees will be charged in connection with a particular internet banking service feature that you may avail of. You agree to pay the appropriate fees and charges as disclosed to you in the attached Fee schedule, as amended from time to time. We will notify you of any changes in fees as required by law. You further agree that such fees and charges will be deducted from your Bank of Whittier, NA checking account designated for this purpose (the "Payment Account"). You are also responsible for telephone charges and internet service fees you incur by using this Service.

Unless otherwise indicated, the fees and charges related to your use of certain features of the Service are distinct and separate from the fees and charges that are due in connection with your other accounts with the Bank. Those separate fees and charges previously disclosed to you, which are associated with your other accounts with the Bank, will continue to apply.

Balance Information

Balance information obtained through the Services will generally reflect credit and debit information as of the end of the previous banking day. The balance figure includes funds that are subject to Bank of Whittier, NA's funds availability policy and may include funds that are not available for immediate withdrawal or transfer. However, fund transfers within and among your enrolled Bank of Whittier, NA accounts that are completed before 5:00 PM (PST) on a business day are processed "real time" and will be accordingly reflected on the balance information of the affected accounts.

Bank of Whittier, NA Not Obligated to Honor Transfer

We may, in our sole discretion, refuse to accept or otherwise execute any request for Services, whether for cause or without cause, and shall have no liability for such refusal. Should any request not be performed by us in accordance with instructions received from you, we shall notify you on or before the Bank's next business day or otherwise by more expeditious means (including telephone notice).

E-Mail Messages

While access to Bank of Whittier, NA through the E-mail function of the Services is "on-line," messages sent to us through E-Mail are not reviewed by us immediately after the messages are sent. Rather, we will review messages twice a day, at 9:15 A.M. (PST) and at 4:30 P.M. (PST). If immediate attention is required, you must contact us by telephone or in person or through some other procedure not using the Services. Your E-Mail messages may be acted upon by us if received in a manner and in a time providing us reasonable opportunity to act. Nevertheless, unless otherwise provided herein, E-Mail messages will not serve as a substitute for any requirement imposed on you to provide us with "written" notice.

Designation of Payment Account

If you use bill payment services, you must designate your "Payment Account." This is the checking account from which bill payments and Service fees and charges will be debited. If you close your current "Payment Account," you must contact us immediately to designate another checking account as your new "Payment Account."

A checking account that has dual signature requirements is generally not suitable for designation as a "Payment Account." However, should you desire to still use such account as your "Payment Account", you agree and accept that the dual signature requirements will not be observed for Internet Banking Service transactions.

Online Account Inquiry

You are able to view current information on the Bank of Whittier, NA deposit accounts that you have designated for access via the Service. You will be able to access your account balance and verify deposits and withdrawals made from your accounts, including information on checks that have cleared your account.

Fund Transfers

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Account Name:

INTERNET FUND TRANSFERS:

Fund transfers completed before 5:00 PM (PST) on a business day are posted to your account on the same day. Fund transfers completed after 5:00 PM (PST) on a business day, or completed at any time on a Saturday, Sunday, or banking holiday, will be posted on the next business day.

TELEPHONE FUND TRANSFERS:

Fund transfers completed before 5:00 PM (PST) on a business day are posted to your account on the same day. Telephone fund transfers completed after 5:00 PM (PST) on a business day, or completed at any time on a Saturday, Sunday or banking holiday, will be posted on the next business day. If there are dual signature requirements on any of the accounts involved in the telephone funds transfer transaction, you understand and accept that these dual signature requirements will not be observed. The appropriate service fee will be charged for each telephone funds transfer transaction that you complete, as disclosed in the attached Fee Schedule.

OVERDRAFTS:

If your account does not have sufficient funds to cover all electronic fund transfers (including bill payments) you have requested within a given business day, then you understand and accept that electronic fund transfers involving cash disbursements (such as ATM withdrawals) will have priority. Succeeding electronic fund transfers initiated via the Service which would result in an overdraft of your account may be canceled, at our discretion. If we do not cancel an electronic fund transfer you initiated, which transfer would result in an overdraft of your account, overdraft charges may be assessed pursuant to the terms of the deposit agreement for that account.

DOLLAR LIMITATIONS:

For internet banking and telephone banking fund transfers within and among your eligible Bank of Whittier, NA accounts, you can transfer amounts up to the available balance in your enrolled accounts, plus your available overdraft line of credit, if applicable. However, if the remaining balance in these accounts fall below the minimum daily balance or average daily balance requirements, you understand that the applicable minimum balance service charges will be imposed and your account will be debited accordingly.

TRANSFER LIMITATIONS:

The number of transfers you are allowed to do from your Bank of Whittier, NA savings and money market accounts are limited by the terms and conditions contained in the Deposit Account Agreement, Account Product disclosure, and other related product disclosures that govern those accounts. For example, you can make no more than a total of six (6) preauthorized or automatic (including telephonic) fund transfers per month from each of your savings and money market accounts, regardless of whether or not the funds were transferred electronically. No more than three of the six transfers can be by check, draft, debit card or similar order made by you and payable to third parties. Should you exceed the permitted number of transfers on an account, we may close that account, impose a fee and/or change the account to a demand deposit account. If a hold was placed on deposits made to the account from which you wish to transfer funds, the transfer corresponding to that portion of the funds on hold will not be performed until the hold expires.

ACCOUNT OWNERSHIP LIMITATIONS:

You understand and accept that internet and telephone fund transfers can only be allowed for accounts with the same ownership and authorized signature requirements. Fund transfers will not be allowed between accounts with unlike ownership.

Bill Payment Service – When Available

DESCRIPTION:

The Bank of Whittier, NA Internet Banking Bill Payment Service ("Bill Payment Service") allows you to transfer funds from your Payment Account to pay your bills electronically. At your option, you can schedule the payment of your current, future and/or recurring bills from the "Payment Account," to a maximum of \$9,999.99 per payee per day. You understand and agree that any dual signature requirements you have placed on your designated Payment Account will not be imposed, as described above in the "Designation of Payment Account" section.

Any payee you wish to pay through the Services must be payable in US Dollars. You may not use Bill Payment Service to make bill payments to a federal, state or local government or tax unit, to any person subject to Office of Foreign Asset Control restrictions, or to

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other payees or categories of payees that we establish from time to time.

When initiating bill payments, you must provide the following information: the complete name of the payee, the payee's remittance address, and the account number that will identify your account with the payee, all exactly as shown on the payee's billing statement or invoice. You must also indicate the amount of the payment to be sent and the "Payment Date", which is the date when the payment amount is debited from your account and the payment is sent. If you choose a Payment Date that is not a business day, your account will be debited and the payment sent on the next business day by 5:00P.M. (PST).

By using this Service, you authorize us to follow the payment instructions you have provided under your password, charge your Payment Account by electronic transfer, "no signature required draft", or by debiting and remitting funds on your behalf. However, we will not be obligated to make a payment unless your Payment Account or the linked overdraft line of protection (if any) has sufficient funds or credit available to pay the bill on the Payment Date. We reserve the right to refuse to pay any payee designated by you. If we do so, we will notify you promptly. You are then responsible for either making alternate arrangements for the bill payment, or rescheduling the bill payment through the Bill Payment Services. In no event will we automatically re-submit a bill payment for you after funds have become available.

MONITORING PAYMENTS:

We do not have any duty to monitor the bill payments you authorized through the Bill Payment Service. If you are a business and any of your authorized representatives uses your Payment Account to pay bills which are not yours, you assume the entire risk of loss and you agree to defend, indemnify and hold harmless our directors, officers, employees and agents from all liability, claims, demands and judgments arising out of or connected with such use.

SCHEDULING BILL PAYMENTS:

There will be a gap between the Payment Date and the date the payee receives that payment. To avoid incurring a finance charge, you must schedule your payments well in advance of the due date of your payment. Some payees are not set up to accept electronic payments. In these cases, a check will be sent. If a payment you designate is paid by paper check, you understand and agree that the paper checks are mailed to the payee and the payment may not be received by the payee until 5 to 8 business days after the Payment Date. If a payee is to be paid electronically, you understand and agree that the payee may not receive the payment until 72 hours after the Payment Date. If you do not allow sufficient time, you will assume full responsibility for all late fees, finance charges, or other actions taken by the payee.

PROVISIONALITY OF AUTOMATED CLEARING HOUSE (ACH) PAYMENTS:

A Receiving Depository Financial Institution ("RDFI") is the institution that receives ACH entries from the ACH Operator and posts them to the accounts of its depositories ("Receivers"). If your bill payment is sent via ACH to the payee ("Receiver"), you agree to be bound by the provisions of the National Automated Clearing House Rules, making payment of a credit entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such credit entry. You understand that if final settlement is not received, the RDFI will be entitled to a refund from the Receiver of the amount credited and you will not be deemed to have paid the amount you had owed to the payee of the bill payment.

You also agree that any payment by us to you for any returned ACH credit entry or ACH credit reversal is provisional until receipt by us of final settlement of such entry. If final settlement is not received, we are entitled to a refund from you of the amount credited and we may charge your account for the credit amount. We may refuse to permit the use of any amount credited for a credit reversal if we believe that there may not be sufficient funds in your account to cover chargeback or return of such reversal.

Stopping a Bill Payment or a Preauthorized Transfer

To stop a bill payment that you have sent through the Bill Payment Service, you must call our Customer Information Department at (562) 945-7553, before 5:00 PM (PST) on the Payment Date. You have no right to stop a bill payment after 5:00 P.M. (PST) of the Payment Date. You may, subject to our sole discretion, be able to stop a payment, which is to be paid by paper check by contacting us by telephone at (562) 945-7553 before the check has been finally paid. We will have no liability to you if we do not stop a bill payment when your instructions to place the stop payment are received after 5:00 P.M. (PST) of the Payment Date. To be effective, your stop payment request must precisely identify the name of the payee, the payee account number, the amount and scheduled date of the payment, and the payee ID number (which you

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can obtain from the Bill Payment View Posting screen). Stop payment fees will be assessed for each stop payment request you submit, as disclosed on the attached Fee schedule.

To stop a preauthorized transfer (including a recurring bill payment), you must call us at (562) 945-7553, or write to us at 15141 E. Whittier Blvd., Whittier, CA 90603, Attention: Customer Information Department, in time for us to receive your request at least 3 business days prior to payment. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We will charge you the appropriate stop payment fee as disclosed to you in the attached Fee schedule.

Confidentiality

We will disclose information to third parties about your account or the transactions you make: a) where it is necessary for completing transfers, or b) in order to verify the existence and the condition of your account for a third party, such as a credit bureau or merchant, or c) in order to comply with government agency or court orders, or d) if you give us your written permission, or e) as otherwise permitted in our agreement with you, by law, or as required by government regulations.

Documentation

PREAUTHORIZED CREDITS:

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at (562) 945-7553 to find out whether or not the deposit has been made.

PERIODIC STATEMENTS:

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

Change in Terms

We may change any term of this Agreement at any time. We will provide advance notice of changes to the Agreement when required by law. If advance notice to the change is not required by law, we will notify you of the change in terms within 30 days after the change becomes effective. Once the notice is sent out, your continued use of the Service indicates your acceptance of the change in terms. You acknowledge and agree that changes to fees that are specific to your accounts with us are governed by the applicable deposit agreements and disclosure of those accounts.

In Case of Errors or Questions About Your Electronic Transfers, including your Bill Payments (For Consumer Transactions Only)

Telephone your Private Banker (<http://www.BankOfWhittier.com/contact.htm>) or write us at: Bank of Whittier, NA – 15141 East Whittier Blvd, Whittier, CA 90603 - as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after we sent the FIRST paper statement on which the problem or error appeared. When you contact us:

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

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

We will determine whether an error occurred within 5 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days for new accounts) to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days,

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we may not provisionally credit your account.

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

Consumer Liability for Unauthorized Transfers, including Bill Payments

Tell us AT ONCE if you believe your password has been lost or stolen. Telephoning your Private Banker or us if your Private Banker is not available (562-945-7553 Extension: 0) is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit, if any). If you tell us within 2 business days, you can lose no more than \$50 if someone used your password without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your password, and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from contacting us in a timely manner, we will extend the time periods.

Contact in Event of Unauthorized Transfer

If you believe your password has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call or write to us at the telephone number and address listed below.

Our Contact Address and Business Hours Call or write to us at:

Bank of Whittier, NA

Customer Information Department

15141 E. Whittier Blvd.

Whittier, CA 90603

Telephone Number: (562) 945-7553

Business Days: Monday through Saturday (excluding Federal Holidays)

Business Hours: 9am - 5pm PST (Monday to Thursday), 9am - 6pm PST (Friday), 9am – 3pm PST (Saturday)

Our Liability for Failure to Make a Consumer Transfer

If we do not complete a transfer or bill payment on time or in the correct amount, according to our agreement with you, we will be liable to you for losses and damages. However, there are some exceptions to our liability.

We will not be liable:

- 1) For any fees, penalties or other adverse action taken by the payee resulting from a payment that you have not scheduled properly or for which you did not provide the necessary information for us to complete the transfer.
- 2) If any third party through whom the bill payment is made fails to properly transmit the payment to the designated payee.
- 3) If, through no fault of ours, there are insufficient available funds and/or credit availability in your Payment Account or overdraft line (if any) to make or complete the transfer.
- 4) If a legal order directs us to prohibit withdrawals from your Payment Account.
- 5) If the Payment Account is closed or frozen.
- 6) If you or your authorized representative commits any fraud or violates any law or regulation.
- 7) If any electronic terminal, telecommunication device, or any part of the Service is not functioning properly and you knew about the problem when you started the transfer.
- 8) If you did not properly follow the on-screen instructions for using the Service.
- 9) If circumstances beyond our control (such as fire, flood, interruption in telephone service or other communication lines or equipment of the utility provider) prevent us from completing the transfer, despite the precautions that we have reasonably taken.

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

Offer of services through Affiliates or Third Parties

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We have the right to offer the Services through an affiliate or unrelated third party. In order to provide the Services to you through this type of arrangement, you authorize us to disclose information on your accounts and services to the affiliate or third party who provides the Services.

Non-EFTA Transfers

This "Non-EFTA Transfers" section applies to electronic funds transfers that are not governed by the Electronic Funds Transfer Act ("EFTA"). For example, electronic fund transfers to or from an account are not governed by the EFTA if the account is not established primarily for personal, family or household purposes. In addition, electronic fund transfers through Fed-wire or a similar wire transfer system, or where the primary purpose is for the purchase or sale of securities, are not covered by the EFTA. To the extent the terms of this "Non-EFTA Transfers" section are inconsistent with the rest of the provisions of the Agreement, the terms and conditions of this "Non-EFTA Transfer" section will control as they apply to electronic fund transfer that are not governed by the EFTA.

PROTECTION OF SERVICES/OBLIGATION TO REVIEW SECURITY PROCEDURES:

You agree to use the Service solely for the purpose intended and in accordance with the Bank's procedures and agreements (as amended from time to time) applicable to use of the Service and the related accounts.

You assume all risks associated with disclosure of any code or password to your employees. You agree to limit disclosures of codes or passwords to those employees you will authorize to use the Service or who have a specific need to know. You will establish procedures to protect the confidentiality of all information relating to the Services, including all codes and passwords, and will promptly notify us if you know or suspect that codes, passwords or other security information is stolen, compromised, or misused. You will require authorized persons to create new passwords at reasonably frequent periods, based on your assessment of the security requirements appropriate to the Services you utilize. You agree to promptly change security codes and level of authority, as applicable, in the event of any change in personnel or when reasonably prudent to do so.

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

You will review and implement all security procedures available in connection with the Services. After review of the Services, including those aspects of the Services pertaining to assuring the authenticity of a communication between you and the Bank, you will notify us in the event your use of the Services would necessitate or be better served by a level of security that exceeds that offered by the Services. If you fail to so notify us, you acknowledge and agree that the security aspects of the Services are appropriate for your needs and will provide you with a commercially reasonable degree of security against unauthorized use.

YOUR DUTY TO NOTIFY US OF ERROR:

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

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

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AUTHORIZATION AND PROCESSING TRANSFER REQUESTS:

You are responsible for controlling access to the Services and for any limitations placed by you on the Services an authorized person may utilize. The fact that we are, or may be aware of, or could have discovered, any limitation on access to a Service does not make us obligated to enforce or attempt to enforce any limitation.

You understand that each authorized person may utilize Services (including inquiries, transfers and account verification) without regard to any restrictions otherwise applicable to an account. You agree that any arrangements with us to require one or more authorized signatures for transactions involving your accounts do not apply to transactions using the Services.

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

If a transfer request (including a cancellation or amended to said request) received by us was transmitted or authorized by you, you shall be obligated to pay the amount of the transfer request as provided herein, whether or not we complied with the security procedure referred to in this Agreement with respect to that transfer request and whether or not that transfer request was erroneous in any respect or that error would have been detected if we had complied with such procedure.

You agree that the authenticity of transfer requests and stop payment orders issued by you to us will be verified pursuant to the security procedures contained in the Services, and that such security procedures are commercially reasonable. You agree that the security procedures are not intended to, and will not serve as, a procedure to identify errors in a payment order or its instructions.

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

THIRD PARTY DATA INPUT:

You acknowledge that the Services may require that data be input into the program by parties other than us. In some cases, we may provide such parties with information instructing them how to input data into the program; however, in no event shall we be liable for the accuracy, completeness, correctness, or format of data input by parties other than us.

LIMITATION ON LIABILITY:

As a condition precedent to any liability to us, you must notify us in writing of any alleged negligence or breach of this Agreement as promptly as reasonably possible, but in no event later than five (5) business days following the day on which such alleged negligence or breach was, or could reasonably have been, discovered by you. Our entire liability and your sole remedy under this Agreement, whether or not the claim is in contract or tort, shall not exceed an amount of the fees during the six (6) month period preceding the date of the alleged negligence or breach.

Except as set forth herein, the Bank shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred by you as a result, directly or indirectly, of any unauthorized person gaining access to, or otherwise making use of, the Services. The Bank is providing the Program on an "AS IS" basis.

IN NO EVENT SHALL BANK OF WHITTIER, NA, OR ITS AGENTS, BE LIABLE FOR SPECIAL, GENERAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR SIMILAR DAMAGES, EVEN IF BANK OF WHITTIER, NA HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. BANK OF WHITTIER, NA MAKES NO WARRANTIES, EXPRESS

_____ Initial(s)

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Account Number(s):

Account Name:

OR IMPLIED, WITH RESPECT TO THE SERVICE WHATSOEVER, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OR MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, OR THE ACCURACY, OR FREEDOM FROM ERROR OF THE DATA, OR THE SERVICE OR THE SOFTWARE USED BY OR FURNISHED TO BANK OF WHITTIER, NA OR TO YOU BY LICENSOR OR OTHERS IN CONNECTION WITH THE SERVICE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BANK OF WHITTIER, NA FURTHER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AGAINST ANY INFRINGEMENT OF SOFTWARE OR ANY OTHER PROPRIETARY RIGHTS OF ANY OTHER PARTY. YOU ASSUME THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICE, THE SUITABILITY OF THE SERVICES, AND WITH RESPECT TO ANY RELATED DOCUMENTATION. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT BY EITHER PARTY, AND ALSO LIMITS THE LIABILITY OF ANY AGENT, EMPLOYEE OR AFFILIATE OF BANK OF WHITTIER, NA.

INDEMNIFICATION:

You shall indemnify, defend and hold us harmless from against any and all loss, liability, cost, charges or other expenses (including reasonable attorneys' fees), which we may incur or be subject to, arising out of or related directly or indirectly to the performance by us of our obligations hereunder.

Termination of this Agreement:

YOUR RIGHT TO TERMINATE:

You may cancel your use of the Service at any time by providing us with written notice by postal mail or fax. Your access to the Service will be suspended within three business days of our receipt of your service cancellation instructions. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.

OUR RIGHT TO TERMINATE:

We reserve the right to terminate this Agreement, with or without cause, immediately upon our provision to you of a written or telephonic notice of such termination.

Communication Between the Bank and You

Unless otherwise provided in this Agreement, you can communicate with us in any one of the following ways:

Telephone: You can contact Your Private Banker <http://www.BankOfWhittier.com/contact.htm> at (562) 945-7553

Facsimile: You can contact us by fax at (562) 945-5031

Postal Mail: Write us at the address provided above, to the attention of your Private Banker.

E-Mail: Send us an e-mail message by clicking on the "Contact Us" link located in the Bank of Whittier, NA website Home Page.

In Person: You may visit us at the address provided above.

Acceptance of the terms and conditions of this Agreement

You accept that, by our having provided you with this Agreement and Disclosure in hard copy form and our having given you the required Access ID and password to perform Internet Banking and Telephone Banking transactions, your subsequent use of any and all features of the Service shall constitute acceptance of all the terms and conditions of this Agreement.

_____ Initial(s)

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Account Number(s):

Account Name:

BANK OF WHITTIER, NA Service Fees and Charges for

Internet Banking Service and Telephone Banking Funds Transfers

- **Effective Date:** All fees and charges are effective as of January 15, 2001 and are subject to change at any time, upon our discretion.

Service	Fee Description	Fee
Account Inquiry	Unlimited internet access to Bank of Whittier, NA accounts enrolled in the service	Free
Internet Bill Pay	Unlimited Internet bill payment service	Free
Funds Transfers (applies to both Internet Banking and Telephone Banking transactions)	Telephone banking automated funds transfer service	Free
	Internet transfers from checking account	Free unlimited transfers
	Transaction Limitations: 1 to 6 total funds transfers from each Savings or Money Market account. (Note: Transfers to another account or to third parties by preauthorized, automatic, or telephone transfers are limited to six (6) per month. Out of the six (6) transfers that are allowed, there should be no more than three (3) transfers by check, draft, debit card or similar order to third parties.)	Free (Note: You will be charged an excess transaction fee of \$10.00 for each transfer that exceeds the six transfers [or the three checks] allowed. However, you may make unlimited withdrawals from your accounts at any one of our branches each month. We reserve the right to convert your Savings or Money Market account to a non-interest bearing account if you frequently exceed the stated transaction limitations.)
Check Re-orders	Re-orders of checks, includes sales tax and delivery/ mailing costs	Varies, depending on type of account and style of checks ordered
Stop Payment	Service charge for stop bill payment requests	\$15.00 per request
Check Image Look-up	Service fee for access to unlimited viewing of cleared items from checking accounts	Free

* **Note:** All fees/service charges listed above will be automatically debited from your designated Payment Account and will appear on your account statement.

Signature _____

Date: _____

_____ Initial(s)