

1. INTRODUCTION

This Online Banking Disclosure and Agreement (the "Agreement") governs the use of First General Bank's Consumer Online Banking Services ("Services"). The Services allow you to perform a number of banking functions through the use of a personal computer and the Internet with the Online Banking system (the "System"). When you use any of the Online Banking Services described in this Agreement, you agree to the terms and conditions of this Agreement. Please read it carefully and keep a copy for your records.

All times are local times of the Bank

2. BUSINESS DAYS

For purposes of this Agreement, our "business days" are Monday through Friday. Holidays are not included.

3. DEFINITIONS

For purposes of this Agreement, the words "we", "our", "us" "Bank" and other similar terms mean First General Bank. Also, the words "you," "your," "yours" and other similar terms refer to each person who applies for the Services and to anyone else you authorize to use the Services.

You agree to use our Services for consumer transactions only. A "consumer transaction" means the use of Services to electronically transfer funds to or from a consumer account. A "consumer account" is an account of yours that is established primarily for personal, family or household purposes. A "non-consumer transaction" means the use of the Services for any purpose that is not a consumer transaction (for example, to transfer funds to or from a business account or any account that is not a consumer account) and in addition includes (to the extent allowed by law): (i) any transfer of funds through Fedwire or a similar wire transfer system; (ii) any transfer of funds the primary purpose of which is the purchase or sale of a security or commodity; and any other use of the Services if the use is not covered by the Electronic Fund Transfer Act and its implementing Regulation E. "Bill Pays"* are transfers from your account using the System to make payments to pay your bills. "Bill Pay Account" means your account at the Bank that you have designated to pay bills using Online Banking Bill Pay Service. "Payment Date" is the business day we receive your Bill Pay instruction and the business day we debit your Bill Pay Account for your Bill Pay instruction.

"Services" means the different online transfer capabilities that you can choose from under the heading "Description of Services" below.

*NOTE: When the Bank offers it and when you elect to use Bill Pay services, you will be required to complete an enrollment form which will be subject to review and approval by Bank, and to abide by the terms and conditions imposed by the Bank and a third party Bill Pay service provider that the Bank uses.

4. USING ONLINE BANKING

In order to use the Services, you must have at least one depository account at the Bank, access to Internet service and an e-mail address. You are responsible for the set-up and maintenance of your personal computer and modem. You agree that we are not responsible for any errors or failures from any malfunction of your computer or any virus or other computer problem related to the use of the Services.

After you click the “ACCEPT ” button below, you will be directed to our initial login screen for the Services. Once you are at our initial login screen, you will be prompted to enter the User Code and temporary password that we provided you for use with the System. For security purposes, you are required to change your temporary password to a new password (“Password”) upon you initial login to the System. You determine what Password you will use and the identity of your Password is not communicated to us. Additionally, at the first log in, the System will ask you to select an Authentication Image and Pass Phrase. The Authentication Image and Pass Phrase will display each time you log onto the Bank’s on-line banking site. If the Authentication Image and Pass Phrase do not display after you log onto the online banking site, please do NOT enter your Password. You could be entering an illegitimate site. Notify your First General Bank Branch promptly.

Furthermore, at the first log in, you will be ask to select and answer certain “Challenge Questions” and register your computer. As part of the security procedure, the system will “remember” the configurations of the computer through which you logged in. (Therefore, it is important that you do NOT register a “Public Computer”.) You will be required to provide the answers to such Challenge Questions, when you subsequently log in through a different computer.

You agree that we are authorized to act on instructions received under your User Code and Password, and if applicable, the matching answers to Challenge Questions. You accept responsibility for the confidentiality and security of your User Code, Password and answers to the Challenge Questions, and agree to change your Password regularly. The Bank has no obligation to verify that you have used a reasonable level of protection or to verify that your Password is changed at reasonable intervals. Upon three unsuccessful attempts to use your Password, your access to the System will be revoked. To re-establish your authorization to use the System, you must contact us to have your Password reset or to obtain a new temporary password.

A valid Password must have a minimum of nine characters, utilizing both upper case alpha, numeric and special characters (i.e., 1, 2,3, A,BC, a,b, c, ^, @ *, etc). Your Password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth or names of children, or found in any dictionary and should be memorized rather than written down.

You are responsible for controlling access to the Services.

5. DESCRIPTION OF SERVICES

You may use the Services to:

View current balance information on all deposit accounts and loan accounts maintained at the Bank

- Review posted transactions for the current and prior statement period on all deposit and loan accounts at the Bank
- Transfer money between one or more of your linked deposit accounts held at the Bank in your name (Regulation D transaction limit applies, if transfers are made from a money market or savings accounts. See Paragraph #7 on Limitations on Transfers)
- Use Bill Pay (When the Bank offers it and after your enrollment is approved)
- Request stop payments on checks written by you

Balance and activity information that you obtain through the System are as of the end of the previous business day and memo posted transaction activity for the day of inquiry. All balance information is provisional and may be adjusted by us to reflect returns, errors or other adjustments to account balances.

Some of the Services may appear on your screen that may have not been approved for you and, therefore, may not be available for you. Also, the Bank may, from time to time, introduce new Services. We shall update this Agreement to notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the terms and conditions of this Agreement and any updates thereto.

6. Hours of Access

You can use the System seven days a week, twenty-four hours a day, although some or all Services may not be available occasionally due to emergency or scheduled System maintenance. We will use reasonable efforts to post notice of any extended periods of non-availability on the System website.

7. Limitations On Transfers

In addition to the limitations elsewhere described, there are frequency limits that apply when transferring funds from a savings account and money market account.

You may make a maximum of 6 preauthorized, automatic or telephone transfers per monthly cycle on a savings or money market account. No more than 3 of the 6 may be made by check, draft or debit to third parties, including point of sale ("POS") transactions. If you exceed these limits, we may close the account, impose a fee (\$5.00 for Savings account, \$10 for Special Savings and SuperVal Savings accounts, \$15.00 for money market including SuperVal Money Market accounts) for each transfer that exceeds these limits and/or change the account to a non-interest bearing demand deposit account.

8. Transfers Between Accounts

All transfers between your accounts at the Bank are subject to there being sufficient available funds to cover the amount of the transfer in the affected account. We may condition processing

any transfer on availability of sufficient funds to cover the transaction. You agree to pay us in immediately available funds any amounts due to us as a result of our processing any transfer. If there are insufficient or unavailable funds in the affected account to make a transfer, then the Bank, in its sole discretion, may take one of the following actions listed below, under the heading, "Overdrafts (Transfers, and other Withdrawals)." We may from time to time impose lower limits on the amount of any transfer, or require funding in advance of actual processing. We will communicate these limits to you if they are imposed.

Transfers between your accounts at the Bank received by us before 5:00 p.m. on a business day are posted to your account the same day, but if received by us after 5:00 p.m. on a business day or on a non-business day, the transfer may be posted on the next succeeding business day.

9. STOP PAYMENT ON A CHECK

You may order, through the System, stop payments on any of your checks that you have written, which have not yet been paid by Bank. You must be able to provide the correct account number, correct check number and exact amount of the check. Any loss suffered by you due to your failure to accurately identify the check in the stop payment request will be the responsibility of you and not of Bank.

No stop payment order will be effective against a check that has paid prior to the time that the Bank has both received the stop payment order and had a reasonable period of time to respond to the stop payment order. You understand that you, and not the Bank, will be responsible for determining whether a check has or has not been paid.

At the time you submit a stop payment order to the Bank through the System, you agree to access the appropriate account and data bases through the System and determine whether the check to which the stop payment order relates has or has not already been paid. You understand that the information available through the System regarding account status, and specifically whether individual checks have or have not been paid, is updated only once in each 24 hour period. As a result, you understand that the information available via the System regarding the status of individual checks on any given business day will be limited to transactions that were processed on the previous business day.

You acknowledge that the information regarding the status of individual checks will not include transactions - including cash payments – on checks that post on the same business day as the date of receipt of the stop payment order. You acknowledge that a transaction search through the System will not necessarily reveal whether a check has been paid until the business day after the business day on which the stop payment order is received by the Bank. Any loss suffered by you due to your decision to issue a new or replacement check, or to take any other action, based on information in the System prior to the next business day after the business day on which the stop payment order has been received by Bank will be the responsibility of you and not of the Bank.

Bank may, but is not obligated to, notify you if Bank determines through the process of updating the account status on the System that the check was paid on the day the stop payment order was received by Bank.

Stop payment orders remain in effect for six months. You may cancel stop payment orders through writing to your First General Bank branch. Stop payment orders are automatically canceled when the account on which the check is drawn is closed or at the end of the term of the order (unless renewed by you). Under certain circumstances, a holder of the check may be entitled to enforce payment against you even when a stop payment order is in effect.

The stop payment process for your personal checks described in this Section is different from the process you need to use if you want to prevent payment of a Bill Pay (check or automatic entry) or for automatic monthly drafts or automated clearing house (ACH) debit or credit entries or preauthorized electronic funds transfers you set up outside the System. We may ignore attempted stop payment orders relating to these items if you use the stop payment features of the Services that are designed for your checks instead of those that are designated for Bill Pay or for the other function (such as for preauthorized payments).

10. OTHER TERMS & CONDITIONS THAT APPLY

Preauthorized Payments

Right to stop payment and the procedure for doing so. If you have told us in advance to make regular preauthorized payments out of your account, you can stop any of these preauthorized payments. Here's how: Call us at 626-820-1234 or write us at First General Bank, attn: Branch Operations, 1744 S. Nogales Street, Rowland Heights, CA 91748 in time for us to receive your request three business days or more before the payment is scheduled to be made. 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 \$20 for each stop payment order you give.

Notice of varying amounts. If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be (you may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

Liability for failure to stop payments of preauthorized transfers. If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages proximately caused by us.

Fees. We currently do not impose any fees for using the System or the Services other than the fees disclosed elsewhere in this Agreement. However, depending on how you use the Services, you may incur other fees and charges including, but not limited to, normal account fees and service charges, any Internet service provider fees, and telephone charges.

The Bank reserves the right to impose fees in the future for the use of the System and Services and you agree to pay our fees and charges for your use of the System and the Services, as they are set by us from time to time. You agree that fees and charges may be deducted from any of the accounts maintained by you at Bank or any other account of yours. You agree to pay any

additional charges for Bank services you request which are not covered by this Agreement. Bank may modify any fees or charges at any time and from time to time.

Documentation

Preauthorized payments. If you have arranged to have direct deposit made to your account at least once every 60 days from the same person or company, the person or company making the deposit will tell you every time they send us the money. You can call us at 626-820-1234 to find out whether or not the deposit has been made.

Periodic statements. You will get a monthly account statement.

Confidentiality. We will disclose information to third parties about your account or the transfers you make:

1. Where it is necessary for completing transfers, or
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
3. In order to comply with government agency or court orders, or
4. If you give us written permission.

Error Resolution. In case of errors or questions about your electronic transfers telephone us at 626-820-1234 or write us at First General Bank, attn: Branch Operations, 1744 S. Nogales Street, Rowland Heights, CA 91748 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt.

We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

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 10 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 to investigate your complaint or question. If we decide to do this, we will 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, we may not credit your account.

For errors involving new accounts, point of sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

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.

Contact In Event of Unauthorized Transfers. If you believe that your User Code, Password or other access codes (collectively, "Access Codes") have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call us at 626-820-1234 or write us at First General Bank, attn: Branch Operations, 1744 S. Nogales Street, Rowland Heights, CA 91748

Liability For Unauthorized Use. Tell us AT ONCE if you believe that your Access Codes have been lost or stolen. Telephoning 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 you have one).

If you tell us within two business days, you can lose no more than \$50.00 if someone used your Access Codes without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your Access Codes, and we can prove we could have stopped someone from using your Access Codes without your permission if you had told us, you could lose as much as \$500.00.

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 hospital stay) kept you from telling us, we may extend the time periods.

Our Liability for Failure to Complete Transactions. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages proximately caused by us. However, there are some exceptions. We will not be liable, for instance:

1. If, through no fault of ours, you do not have enough money in your account to make the transfer.
2. If the transfer would have go over the credit limit on your overdraft line (if any).

3. If the System wasn't working properly, and you knew about the malfunction when you started the transfer.
4. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
5. If there are other exceptions stated in our agreement with you.

11. MISCELLANEOUS

Privacy. Data transferred via the System is encrypted in an effort to provide transmission privacy. Notwithstanding our efforts to insure that the System is secure against intrusion, you acknowledge that the Internet is inherently insecure and that all data transfers (including Bill Pays and electronic mail) occur openly on the Internet. This means that the data transfers potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the System will not be monitored or read by others. We will not send, and strongly suggest that you do not send, any confidential information to us via e-mail. Furthermore, we will not request for your non-public personal information through e-mail. If you receive e-mail that appears to be from us, asking you to provide or verify your personal information, please do NOT respond to the e-mail. Contact your branch of account immediately to report any suspicious attempt to solicit your personal or confidential information.

Overdrafts (Transfers, and other Withdrawals).

If there are non-sufficient available funds in your account to pay a transfer, then the transfer may be cancelled. However, the Bank may, in its sole discretion, take one of the following actions if the System receives a transfer instruction against your account and there are non-sufficient funds available in your account to cover the transfer:

Allow the transfer instruction and create an overdraft to your account. If the Bank pays your transfer instruction against non-sufficient funds, you agree to pay the Bank the amount of the overdraft (and any overdraft balance fee). You will be assessed Non-Sufficient Funds or Uncollected Funds charges as referenced in our *Schedule of Deposit Services and Fees*. You agree that any fees and overdrafts are payable immediately and without demand. Any negative balance in your account is due and payable immediately, unless the Bank agrees otherwise in writing.

The Bank may place a hold on balances in any account you may have with the Bank until an overdraft (or any fee) is paid, but is not required to do so. The Bank may also use funds from another account of yours, at its option. If the Bank receives subsequent deposits to your account and you have not yet paid your overdraft (and fees), you agree to use the subsequent deposit to pay the Bank and instruct the Bank to use the subsequent deposit to pay the overdraft (and any fees) for you. This includes subsequent deposits that are direct deposits of governmental benefits (such as Social Security and Supplemental Security Income) as well as any other source of subsequent deposits. If you wish to no longer pay the Bank from subsequent deposits, you agree

to discontinue subsequent deposits (including contacting any payor of direct deposits and instructing the payor to discontinue making direct deposits).

Cancel the transfer instruction. The Bank may choose, without notice to you, to cancel any transfer instruction if it would create an overdraft, even though the Bank may have previously established a pattern of honoring such transfer instructions.

The Bank is not obligated to notify you before it decides to either allow a transfer instruction that creates an overdraft or to cancel a transfer instruction against non-sufficient available funds. The Bank will assess a fee that will vary depending on the actions it takes.

In addition to the above, if your account has non-sufficient funds to perform all Services you have requested for a given business day, then we may process or refuse to process your transfers and any other checks, items, debits or credits or other transactions on an account in any order we may choose at our sole discretion.

Change in Terms. Bank may from time to time and at any time amend, modify, add or delete (collectively and individually a "change") the terms of this Agreement by providing you with prior written notice. A change may include a change to existing terms, a change in terms, a change that involves a new term or a change that involves conditions not otherwise contemplated by you or Bank at the time this Agreement is entered.

Your Right to Terminate. You may cancel your access to the System and/or Service at any time by providing us with written notice. Your access to the System will be suspended within 3 business days of our receipt of your instructions to cancel the Service. You will remain responsible for all transactions that occur prior to termination, whether termination by you or by us, and for any fees and charges incurred prior to the date of cancellation.

Our Right to Terminate. You agree that we can terminate or limit your access to the System and/or Services for any of the following reasons:

1. Without prior notice, if you have non-sufficient funds in any one of your accounts or breach any term of this Agreement. Use of the System and Service(s) may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits; or
2. Upon reasonable notice (including immediate), for cause (including the foregoing) or without cause, in our sole discretion.

Communications Between Bank and You. Unless this Agreement provides otherwise, each of us agrees that electronic means may be used to conduct transactions and that electronic records will satisfy any written notice requirements. You can write to us at First General Bank, attn: Branch Operations, 1744 S. Nogales Street, Rowland Heights, CA 91748. We may write to you at the most current address shown on the Bank's records.

E-Mail. You can use the "ContactUs" at our website to make general inquiries. Again, do not send personal or confidential information (such as your account number, credit card number,

balance information, passwords, etc.) through e-mail. You acknowledge that e-mail can be subject to delays and may not be reviewed by us after business hours. Therefore, you should not rely on e-mail when you need to communicate with us immediately, for example, to report unauthorized transactions on your account. We will have a reasonable time to act upon your e-mail, and we reserve the right to reject any instructions or requests received through e-mail.

Joint Accounts. The terms of the Online Banking Agreement extends to all joint account owners. All joint account owners must be owners on the designated joint account, and to access Online Banking services, each account owner must have a unique User Code, Password and “Challenge Questions”, and go through the initial log in process as described in Paragraph #4, “Using Online Banking” above. Any one of the joint owners may request and can access joint accounts designated for Online Banking. Similarly, any one account owner may discontinue his or her own Online Banking services. Joint owners are subject to the joint tenancy rules outlined in our Terms and Conditions for Deposit Accounts. Accounts that require two or more signatures are not eligible for Online Banking services.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, IN NO EVENT WILL BANK BE LIABLE FOR SPECIAL, GENERAL, CONSEQUENTIAL, - INCIDENTAL, EXEMPLARY OR SIMILAR DAMAGES, EVEN IF BANK HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. BANK MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY OF NON-INFRINGEMENT OF THIRD PARTY PATENT OR OTHER PROPRIETARY RIGHTS. THIS PARAGRAPH WILL SURVIVE THE TERMINATION OF THIS AGREEMENT BY EITHER PARTY, AND ALSO LIMITS THE LIABILITY OF ANY AGENT, EMPLOYEE OR AFFILIATE OF BANK.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws provisions.

This Agreement contains important information that we are required by law to provide to you. You should print and keep a copy for your records.

BY CLICKING " ACCEPT " IN THE BOX PROVIDED BELOW, YOU WILL BE ACKNOWLEDGING AND AGREEING TO THE TERMS AND CONDITIONS IN THIS AGREEMENT WHICH APPLY TO AND GOVERN YOUR USE OF THE INTERNET BANKING SERVICE. PLEASE INDICATE THAT YOU UNDERSTAND AND READ THE TERMS OF THIS AGREEMENT AND THAT YOU INTEND TO CREATE A VALID AND BINDING LEGAL CONTRACT BETWEEN YOU AND THE BANK BY CLICKING " ACCEPT " IN THE BOX PROVIDED BELOW AND CLICKING THE SUBMIT BUTTON.