

Customer Acknowledgement of Receipt of Account and EFT Disclosure Agreement

Online Customers

Account Disclosure Agreement

Agreement - This Agreement, which includes the Enrollment Form, is a contract establishing the rules which cover your electronic access to your accounts at NEVADA COMMERCE BANK ("BANK") through NCB DIRECT ("SYSTEM"). By using SYSTEM, you accept all terms and conditions of this Agreement. Please read it carefully. The terms and conditions of the deposit agreements and disclosures for each of your BANK accounts as well as your other agreements with BANK such as loans, continue to apply notwithstanding anything to the contrary in this Agreement. This Agreement is also subject to applicable federal laws and the laws of the State of Nevada (except to the extent this Agreement can and does vary such rules or laws). If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and BANK's successors and assignees. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement. This Agreement, together with the Enrollment Form, constitutes the entire agreement between you and BANK with respect to the subject matter hereof and there are no understandings or agreements relative hereto which are not fully expressed herein.

Definitions - As used in this Agreement, the words "we," "our," "us" and "BANK" mean NEVADA COMMERCE BANK. "You" and "your" refer to the account holder authorized by BANK to use SYSTEM under this Agreement and anyone else authorized by that account holder to exercise control over the account holder's funds through SYSTEM. "Account" or "accounts" means your accounts at BANK. "Electronic funds transfers" means ATM withdrawals, pre-authorized transactions, point of sale transactions and transfers to and from your BANK accounts using SYSTEM including bill payments. "SYSTEM Services" means the services provided pursuant to this Agreement, including the Bill Payment Service. "Business days" means Monday through Friday. Holidays are not included.

Internet Security Information - Our Internet Banking service utilizes a comprehensive security strategy to protect accounts and transactions conducted over the Internet. In-depth information on many of the techniques and features employed by the system can be viewed or printed from our website where the system's consumer or commercial features are explained. In addition to our login security, we use SSL (secure socket layer) encryption technology for everything done in the system. Your browser automatically activates this technology when it attempts to connect to our system and it will support either the 40- or 128-bit key lengths. Whenever SSL is securing your communications, the browser will typically indicate the "secure session" by changing the appearance of a small padlock icon at the bottom of the screen from *open* to *locked*. What this means to you is that your communications are scrambled from your browser to our servers at all times, so no unauthorized party can read the information as it is carried over the Internet. Additionally, our servers have been certified by a "Certificate Authority" to assure you that you are actually talking to our servers instead of someone pretending to be us.

Registration Process - The service requires the customer to complete the initial registration process. This involves either completing a secure online application or printing an application and mailing it to our office. The information on the application will identify everything we will need to enable the service. Once we verify the information you submitted for accuracy and authorizations, you will be notified when your account will be activated by mail and/or email.

Access - To use SYSTEM, you must have at least one checking account at BANK, access to Internet service and an email address. Once we have received your signed Enrollment Form and verified your account information, we will send you confirmation of our acceptance of your enrollment, along with your assigned Login ID, by current systems set in place for disclosure of this information. SYSTEM can be used to access only the BANK accounts designated for access by SYSTEM in your Enrollment Form. You can add or delete any of your BANK accounts from this Agreement by completing an Online Modification Form. Access to your accounts through SYSTEM will be based upon the identification of users and authority levels specified by you in

your Enrollment Form. We undertake no obligation to monitor transactions through SYSTEM to determine that they are made on behalf of the account holder.

SYSTEM Services - You can use SYSTEM to check the balance of your BANK accounts, view BANK account histories, transfer funds between your BANK accounts, make stop payment requests, and view checks, originate wire transfers, and loan payments. Tax payments and ACH maybe transmitted with additional approval. Balance and activity information are available in real-time.

Hours of Access - You can use SYSTEM seven days a week, twenty-four hours a day, although occasionally some or all SYSTEM services may not be available due to emergency or scheduled system maintenance. We agree to post notice of any extended periods of non-availability on the SYSTEM website.

Your Password - For security purposes, you are required to change your password upon your initial login to SYSTEM. You determine what password you will use; the identity of your password is not communicated to us. You agree that we are authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. Upon three unsuccessful attempts to use your password, your access to SYSTEM will be revoked. To re-establish your authorization to use SYSTEM, you must contact us to have your password reset or to obtain a new temporary password. 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, and should be memorized rather than written down. Password requirements are displayed at the initial login or when changing the password.

Security - You understand the importance of your role in preventing misuse of your accounts through SYSTEM, and you agree to promptly examine the paper statement for each of your BANK accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information such as your driver's license number and social security number. You understand that personal identification information by itself or together with information related to your account may allow unauthorized access to your account. Your password and Login ID are intended to provide security against unauthorized entry and access to your accounts. Data transferred via SYSTEM is encrypted in an effort to provide transmission security; SYSTEM utilizes identification technology to verify that the sender and receiver of SYSTEM transmissions can be appropriately identified by each other. Notwithstanding our efforts to ensure that the SYSTEM is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and can potentially be monitored and read by others. We cannot and do not warrant that all data transfers utilizing BANK SYSTEM, or email transmitted to and from us, will not be monitored or read by others.

Posting of Transfers - Transfers initiated through SYSTEM before 6:00 p.m. Pacific Standard Time on a business day are posted to your account the same day. Transfers completed after 6:00 p.m. Pacific Standard Time on a business day, Saturday, Sunday or banking holiday will be posted on the next business day. SYSTEM identifies a transfer based upon the Login ID of the user who made the electronic transfer.

Overdrafts (Order of Payments, Transfers and other Withdrawals) – On any given business day, transactions initiated through the SYSTEM against insufficient funds in your account will not be completed.

Limits on Amounts and Frequency of SYSTEM Transactions - If a hold has been placed upon deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

Stop Payment Requests: You may only initiate stop payment requests online via SYSTEM for paper checks you have written on your BANK accounts. Online stop payment requests are processed on the business day on the date the stop payment has been requested online. To be effective, this type of stop payment request must precisely identify the name of the payee, the check number, the amount and the date of the check. You will incur stop payment charges as disclosed in the current fee schedule for the applicable account.

Periodic Statements - You will not receive a separate SYSTEM statement. Transfers to and from your accounts using SYSTEM will appear on the respective periodic paper, or image, statements for your BANK accounts.

Disclaimer of Warranty and Limitation of Liability - We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the SYSTEM Services provided to you under this Agreement. We do not and cannot warrant that SYSTEM will operate without errors, or that any or all SYSTEM Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to SYSTEM, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of BANK and its affiliates exceed the amounts paid by you for the services provided to you through SYSTEM.

Virus Protection – The BANK is not responsible for any electronic virus or viruses that you may encounter. We encourage our customers to routinely scan their PCs and diskettes using a reliable virus detection product to detect and remove any viruses. Undetected or unrepaired viruses may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the virus to other computers.

Our Right to Terminate - You agree that we can terminate or limit your access to SYSTEM Services for any of the following reasons: (1) Without prior notice, if you have insufficient funds in any one of your BANK accounts; SYSTEM Service may be reinstated, at our sole discretion, once sufficient funds are available to cover any fees, pending transfers and debits; (2) Upon 3 business days notice, if you do not contact us to designate a new Primary Checking Account immediately after you close your Primary Checking Account and (3) Upon reasonable notice, for any other reason at our sole discretion.

Communications between BANK and You - Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways: (1) Email -You can contact us through our website, ncbnv.com (***please note that banking transactions requested via email will not be processed***) (_____Initial Required); (2) Telephone - You can contact us by telephone at (702) 257-7777; (3) Facsimile - You can contact us by fax at (702) 507-2977; (4) Postal Mail - You can write to us at: Nevada Commerce Bank, P.O Box 29090, Las Vegas, Nevada 89126 (5) In Person - You may visit us in person at : 3200 South Valley View Boulevard, Las Vegas, Nevada 89102.

I understand the preceding Account Disclosure Agreement. I also understand that this agreement is subject to change and that notifications of any changes are addressed in the preceding agreement. **You agree to notify us immediately of any change in your email address.**

_____ (Customer Signature)

_____ (Printed Customer Name)