



External Transfer Agreement

This Agreement ("Agreement") supplements, amends and is part of the Online Banking Services Agreement ("Services Agreement") between you and MRV Banks, the "Bank", which is hereby ratified, affirmed, incorporated and otherwise continues to apply. This Agreement describes your rights and obligations as a user of the External Funds Transfer Service ("external funds transfer"). Please read it and make a copy for your records. By clicking "I Agree," accessing and using the Service, you agree to be bound by this Agreement. You and/or Your Authorized User(s) must abide by the Bank's Rules. If you have enrolled in the optional external funds transfer service that is offered by Bank, you may use Bank's Internet Banking to initiate transfers from any designated Deposit Account that is a checking or savings account to transfer funds to an account ("receiving account") at any unaffiliated Financial Institution in the United States. These types of transactions are referred to in this Agreement as "external funds transfer". You acknowledge that an external funds transfer allows you to electronically transfer funds via the automated clearing house ("ACH") between your eligible MRV Banks accounts and your External Account(s) at other financial institutions.

You expressly authorize us to debit the appropriate Deposit Account in the amount of any external funds transfer through Bank's Internet Banking by you or by any other person who is authorized to use your Password. You agree that we may treat any such external funds transfer from a Deposit Account the same as a duly executed written withdrawal, transfer, or check and that we may treat any such bank transfer to a Deposit Account the same as a deposit.

Your ability to initiate bank transfers from Deposit Accounts may be limited by federal law or by the terms of your deposit agreement with us. Bank transfers from Deposit Accounts that are savings or money market deposit accounts are limited as required by federal regulation. If your Deposit Account does not have sufficient available funds, the transfer may not be completed.

You acknowledge and agree that you are responsible for describing the receiving account information correctly. If a transfer describes the receiving account inconsistently by name and account number, payment of the transfer transmitted to the receiving Financial Institution might be made on the basis of the account number even if it identifies a person different from the named receiver. Your obligation to pay the amount of the transfer is not excused in such circumstances.

You acknowledge and agree that once an external funds transfer has been initiated by you, it cannot be stopped or revoked. If you discover that an external funds transfer was initiated in error, you may notify the Bank and the Bank will use its best efforts to correct the transfer. The Bank shall have no liability arising out of your initiation of erroneous external funds transfers or the Bank's attempts to correct such transfers.

When you use external funds transfer services, you must have sufficient funds available in the selected Deposit Account to cover the amount of the transfers. If your Deposit Account does not have sufficient available funds, the transfer may not be completed. If your Deposit Account does not have sufficient available funds to issue a transfer as of the date the transfer is scheduled to be deducted and the Bank has not exercised its right to reverse or reject a transfer, you agree that this will constitute an overdraft under the Deposit Account Agreement, and to pay any fees incurred as set forth in our current Fee Schedule. We are under no obligation to notify you if we do not complete a transfer because there are insufficient funds in your account to process a transaction. In all cases, it is your responsibility to remake and resubmit such transfers, or otherwise resolve the rejection or return.

Online transfer services described in this Agreement, are made available by a third-party Service Provider with whom the Bank has contracted to provide external transfer services to its customers. The Bank, at its sole discretion, reserves the right to change External Funds Transfer Service Providers or discontinue the External Transfer service if its contract with the External Funds Transfer Service Provider ends.