

FIRST COMMERCE BANK

WIRE TRANSFER AGREEMENT

This Agreement ("Agreement") is entered into between the Customer ("Customer") and First Commerce Bank ("Bank"), effective as of the respective dates referenced in the Agreement.

1. **WIRE TRANSFER SERVICE.** The Bank offers to its customers the ability to send domestic and international funds transfers, commonly referred to as wire transfers, upon receipt of a properly completed outgoing Wire Transfer Request form or through the Bank's Online Banking Program. The Bank may transmit a wire transfer only on a Business Day. Business Day, as defined in this Agreement, is any day, excluding Saturdays and Sundays, when both the Bank and the Federal Reserve Bank are open for business. Wire transfer requests must be received by 12:30 p.m.
2. **AUTHORIZATION.** Customer authorizes Bank to act upon instructions for the transfer of funds (payment order) from the account(s) designated by Customer to any third party when such instructions are received from Customer's Authorized Representatives or are authenticated by Bank in accordance with the security procedure. Bank shall have the authority to charge the Customer's account in the amount of the transfer.
3. **SECURITY PROCEDURE.** The Bank shall telephone an authorized person as listed on the Agreement to verify the wire transfer request and request identifying information, as necessary. Customer and Bank agree to preserve the confidentiality of the security procedures. Customer shall promptly notify Bank of any compromise of the integrity of the security procedures. Except as otherwise required by law, if a payment order instruction received by Bank purports to have been transmitted or unauthorized by Customer, it will be deemed effective as Customer's instruction if Bank followed the security procedure agreed to by Customer. The Customer acknowledges that the Bank's security procedures used to verify the authenticity of payment orders is commercially reasonable.
4. **EXECUTION.** Bank will use its best efforts to execute each properly authorized payment order instruction on the day of receipt if (a) Bank receives the instruction and is able to authenticate it before the Bank's 12:30 p.m. cutoff, and (b) the day of receipt is a funds transfer business day for the Bank. Bank may change its cutoff time without prior notice to Customer. Customer shall complete all wire transfer requests in the form and format designated by Bank. The Bank has no responsibility for the acts or omissions of parties who are not within the Bank's control.
5. **REJECTION OF PAYMENT ORDER INSTRUCTIONS.** Bank may at its sole discretion reject any wire transfer requests which (a) exceeds the collected and available funds on deposit in Customer's designated account(s); (b) is not authenticated to Bank's satisfaction or which Bank believes may not be authorized by Customer; (c) contains incorrect, inconsistent, ambiguous, or missing information; (d) involves funds which are subject to a lien, security interest, claim, hold, dispute, or legal process prohibiting withdrawal; (e) exceeds legal, regulatory, payment system or governmental policy limitation; or (f) Bank believes may have been issued without proper authorization. Bank shall incur no liability to Customer for any loss occasioned by Bank's refusal, with or without notice to Customer, to honor any wire transfer request. If request is incomplete, Bank has right to dishonor it.
6. **AMENDEDMENT AND CANCELLATION.** Customer shall have no right to cancel or amend a wire transfer request after its receipt by Bank. If Bank acts on a request by Customer to cancel or amend an instruction prior to executing it, Bank shall have no liability if cancellation or amendment is not effected for any reason.
7. **FINANCIAL PRIVACY.** Customer acknowledges that any payment order executed by Bank will be subject to rules and regulations applicable to payment orders, including recordkeeping and information transmittal requirements under the federal Bank Secrecy Act and its implementing regulations. Customer acknowledges and agrees that Bank may capture and transmit information regarding Customer (for example, Customer's name, address and account number) and regarding any beneficiary (for example, beneficiary's name, address, other beneficiary identifiers, and beneficiary's account number) as part of the processing of a payment order. Customer agrees to assist Bank in connection with any requirements imposed on Bank in fulfilling Bank's obligations.
8. **FEES AND CHARGES.** Customer agrees to pay the fees and charges for services provided according to the Bank's fee schedule. Bank reserves the right to change fees and charges at any time. Customer further agrees to reimburse all costs and charges incurred by Bank, including reasonable attorney's fees, in responding to subpoenas or other requests from third parties for information related to Customer's account(s) with the Bank and transactions involving such account(s).
9. **FOREIGN CURRENCY TRANSACTIONS.** If Customer requests a funds transfer in United States Dollars to a foreign country, Bank may transfer payment in the currency of the beneficiary bank's country at the Bank's buying rate of exchange for United States Dollar transfers. If for any reason the transfer is returned Customer agrees to accept the refund in United States Dollars in the amount of the foreign money credit, based on the current buying rate of the bank converting the currency to United States Dollars on the date of refund, less any charges and expenses incurred by Bank.
10. **DESIGNATION OF FUNDS TRANSFER SYSTEM AND/OR INTERMEDIARY BANK.** Bank may execute a wire transfer request through any funds transfer system (e.g., Fedwire may be used) or intermediary bank that Bank deems reasonable to accomplish the transfer. Customer agrees to be bound by the rules of the funds transfer payment system utilized.
11. **LIMITATION OF LIABILITY.** Except as otherwise required by the California Commercial Code, Bank shall not be responsible for any loss, damage or liability, including the costs of defense thereof, arising from (a) any inaccuracy, act or failure to act on the part of any person not within Bank's reasonable control, including but not limited to, the failure of other financial institutions to provide accurate or timely information to Bank or Customer; (b) the failure of other financial institutions to accept payment orders; (c) Customer's negligence or breach of this Agreement; (d) any ambiguity or inaccuracy in any instruction, or in the information set forth in this Agreement given to Bank by Customer; or (e) from any error, failure,

or delay in execution of any payment order instruction, or cancellation or amendment, including, without limitation, any inoperability of computer or communication facilities, or circumstances beyond the Bank's reasonable control. Customer agrees to indemnify, defend and hold Bank and its directors, officers, employees, agents and attorneys harmless against any claim, loss damage or liability, including the costs of defense thereof, of a third party arising from, or in connection with, this Agreement or Bank's performance of funds transfer services for Customer. Customer agrees to take any and all reasonable action to mitigate any potential or actual Bank loss or liability hereunder. In all cases, Bank's liability for any act or failure to act under this agreement shall be limited to the resulting direct loss, if any, of Customer. UNDER NO CIRCUMSTANCES SHALL BANK BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGE WHICH CUSTOMER MAY INCUR OR SUFFER IN CONNECTION WITH THIS AGREEMENT, including without limitation, loss or damage from subsequent wrongful dishonor resulting from Bank's acts or omissions under this agreement, unless the California Commercial Code otherwise requires.

12. **RELIANCE ON IDENTIFYING NUMBERS.** If Customer's payment order instruction identifies the beneficiary, the beneficiary's bank, or an intermediary bank by name and an account or other identifying number, Bank and subsequent parties to the payment order may act solely on the basis of such number, even if the name and number do not agree. Bank shall have no duty to detect any inconsistency in the identifying numbers.
13. **FORCE MAJEURE.** Notwithstanding any other provision of this Agreement, Bank shall not be liable for any loss, expense, failure to perform, or delay caused by accidents, strikes, fire, flood, war, riot, earthquake, funds transfer system or government rules, electrical or mechanical or communication line failures, acts of third parties (including without limitation any messenger, telephonic, electronic, or data transmission), acts of God, or any other cause which are beyond Bank's reasonable control.
14. **AMENDMENTS.** Bank may amend the terms of this Agreement by providing written notice to Customer. By thereafter continuing to use Bank's services for payment orders, Customer agrees and is conclusively presumed to accept such amendment(s).
15. **ACCOUNT AGREEMENT.** The terms and conditions of Customer's other account agreement(s) with Bank remain in full force and effect. If any inconsistency exists between such agreement(s) and the terms of this Agreement, the terms of this Agreement shall control, but only to the extent necessary to avoid the inconsistency.
16. **TERMINATION.** This Agreement may be terminated by either party in writing at any time. Any termination of this Agreement shall not affect any of Customer's obligations arising prior to such termination.
17. **ADDITIONAL TERMS AND CONDITIONS.**
 - A. **Entire Agreement; Waiver; Severability.** This Agreement constitutes the entire agreement between Bank and Customer pertaining to its subject matter, and supersedes all prior agreements or understandings relating to the subject matter. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, nor shall such waiver constitute a continuing waiver unless expressly agreed. The provisions of this Agreement are severable, and if any portion of this Agreement is found to be unenforceable, the remaining portions shall be in full force and effect.
 - B. **Notices.** Except as otherwise provided herein, any notice required under this Agreement to be given by Customer shall be in writing and deemed given upon delivery by U.S. mail or by personal service. Until Bank receives written notification of an address change, Bank may send notices required hereunder to Customer's address currently on file.
 - C. **Assignability.** This agreement is not assignable by Customer without the written consent of Bank and is made exclusively for the benefit of Bank and Customer. No third party beneficiary rights are intended to be or are created by this Agreement.
 - D. **Attorneys' Fees.** In the event any action or arbitration based on performance, breach, enforcement, or interpretation of this Agreement is brought, the prevailing party, in such action or arbitration, as determined by the court or body having jurisdiction, shall be entitled to receive from the other party or parties thereto, in addition to any other relief to which it may be entitled, reimbursement for all reasonable attorneys' fees and all actual costs and expenses of litigation or arbitration. The amount of such reimbursement shall be determined by the court or body having jurisdiction of the proceedings and shall be included in any judgment or final order issued in such proceedings. "Prevailing Party" shall mean the party determined by the court or body having jurisdiction to most nearly prevail and not necessarily the one in whose favor a judgment is rendered.
 - E. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. California has adopted Article 4A if each of these parties is located in California. However, in a funds transfer that involves parties not located in California, the Bank may take advantage of the choice of law opportunities provided by Subpart B of Regulation J to make UCC Article 4A applicable to those parties.
 - F. **Compliance with the laws of the United States.** The Customer acknowledges that all wire transfers will comply with the laws of the United States, including economic sanctions administered by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC).

Wire Transfer Agreement

Account Name	SSN/EIN#	Account Number
Street, City, State, Zip Code		Account Number

CHECK IN THE APPROPRIATE ACCOUNT TYPE ("A", "B", "C", OR "D"). By signing below in the appropriate box based on your account ownership, you acknowledge receipt of this Agreement, supporting addenda and disclosures: You declare:

- | | |
|---|---|
| 1. If this is a Partnership, you constitute all of the General Partners. | 4. The information set forth in the Agreement and Addenda is complete and correct. |
| 2. You hold the office(s), if any, described below. | 5. You are authorized to enter into the agreement on behalf of the Customer. |
| 3. If this is a Limited Liability company, you are all of the members of the Company or have been designated by its Articles of Organization and/or its Operating agreement as all of its managers. | 6. The authorization given to Authorized Representatives is an addition to any other authorization in effect. |

- | | | | |
|---|--|---|--|
| <input type="checkbox"/> Individual - "A" | <input type="checkbox"/> Partnership - "B" | <input type="checkbox"/> Limited Liability Company - "C" | <input type="checkbox"/> Corporation - "D" |
| <input type="checkbox"/> Joint Tenant - "A" | <input type="checkbox"/> Sole Proprietor - "B" | <input type="checkbox"/> Unincorporated Association - "C" | <input type="checkbox"/> Other - "D" |

INDIVIDUAL AND JOINT TENANT CUSTOMERS – Sign below if you have checked Account Type "A"

In witness whereof, the parties have executed this Agreement on the date(s) set forth below:

Signature: _____	Signature: _____
Date: _____	Date: _____

BUSINESS CUSTOMERS – Sign below if you have checked Account Type "B", "C", or "D"

In witness whereof, the parties have executed this Agreement on the date(s) set forth below:

Signature: _____	Date: _____	Signature: _____	Date: _____
Title: _____		Title: _____	
Signature: _____	Date: _____	Signature: _____	Date: _____
Title: _____		Title: _____	

CUSTOMER RESOLUTION

"RESOLVED: The President, Vice President, Secretary, or Manager of this Company is authorized to enter into wire transfer agreements with First Commerce Bank in connection with this Company's bank accounts, and to designate from time to time who is authorized to initiate payment orders on behalf of this Company. FURTHER RESOLVED: This authorization is in addition to any other authorizations in effect and shall remain in force until the Bank receives written notice of its revocation at the address(es) in the manner designated by the Bank."

Certification by Secretary or Manager (Sign below if you have checked Account Type "C" or "D")

I Certify that:

- I am the Secretary or Manager of the Company named in this Agreement
- This foregoing resolution is a complete and accurate copy of a resolution duly adopted by the Company's Board of Directors (or by the Company's Members if it is an unincorporated association or a limited liability company and has adopted a resolution).
- The resolution is in full force and has not been revoked or changed in any way.
- The signatures set forth above are the genuine signatures of the officers identified in the resolution.

_____	_____
Signature of Secretary or Manager	Date

Accepted by First commerce Bank

Approved by: _____ Date: _____

Wire Transfer Agreement

Account Name	Account Number	Account Number
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Each of the following individuals, any one acting alone, are designated as the Authorized Signers of the Customer to initiate and/or verify wire transfer requests to the Bank.

Name	Date of Birth	Social Security Number	Password	Password Question
Address		Telephone Number	Initiate Wires _____ Verify Wires _____	
City, State, Zip		Signature		
		X		

Name	Date of Birth	Social Security Number	Password	Password Question
Address		Telephone Number	Initiate Wires _____ Verify Wires _____	
City, State, Zip		Signature		
		X		

Name	Date of Birth	Social Security Number	Password	Password Question
Address		Telephone Number	Initiate Wires _____ Verify Wires _____	
City, State, Zip		Signature		
		X		

Name	Date of Birth	Social Security Number	Password	Password Question
Address		Telephone Number	Initiate Wires _____ Verify Wires _____	
City, State, Zip		Signature		
		X		