

| APPLICATION FOR WIRE TRANSFER | | | | | |
|---|--|---|------------------|--------------------------|--|
| DATE | PURPOSE OF WIRE | CUSTOMER | | ACCOUNT NUMBER | |
| CUSTOMER ADDRESS (PO BOXES NOT ACCEPTED) | | | CITY, STATE, ZIP | | |
| PHONE NUMBER | | EMAIL ADDRESS (FOR NOTIFICATIONS) | | | |
| REMITTANCE INSTRUCTIONS | | | | | |
| AMOUNT (WRITTEN) | | | | AMOUNT (NUMERIC) | |
| | | | | \$ | |
| BENEFICIARY BANK INFORMATION | | | | | |
| BENEFICIARY BANK NAME | | | | ABA ROUTING OR SWIFT | |
| STREET ADDRESS | | | | | |
| CITY, STATE, ZIP | | | | COUNTRY | |
| BENEFICIARY (RECEIVER) INFORMATION | | | | | |
| BENEFICIARY NAME | | | | ACCOUNT NUMBER | |
| STREET ADDRESS (PO BOXES NOT ACCEPTED) | | | | | |
| CITY, STATE, ZIP | | | | COUNTRY | |
| INTERMEDIARY BANK INFORMATION (IF APPLICABLE) | | | | | |
| INTERMEDIARY BANK NAME | | | | ABA ROUTING | |
| STREET ADDRESS | | | | | |
| CITY, STATE, ZIP | | | | COUNTRY | |
| MESSAGE TO BENEFICIARY | | | | | |
| I Acknowledge that the above wire instructions are true and accurate and I authorize First Choice Bank to transfer funds and debit my account in accordance with said instructions. I agree to be bound by the terms and conditions set forth on the reverse side thereof and/or next page. | | | | | |
| CUSTOMER SIGNATURE | | | PRINT NAME | | |
| CUSTOMER SIGNATURE | | | PRINT NAME | | |
| BRANCH USE | | | | | |
| BRANCH | RECEIVED BY | RECEIVED VIA <input type="checkbox"/> FAX <input type="checkbox"/> IN PERSON <input type="checkbox"/> EMAIL <input type="checkbox"/> DOCUSIGN | | AVAILABLE BALANCE | FEE |
| | | | | \$ | <input type="checkbox"/> CHARGE <input type="checkbox"/> OTHER: _____ |
| FACSIMILE SIGNATURE AUTHORIZATION <input type="checkbox"/> YES <input type="checkbox"/> NO | | SIGNATURE VERIFIED TO | | VERBAL CONFIRMATION WITH | CODE CONFIRMED BY <input type="checkbox"/> YES <input type="checkbox"/> NO |
| DATE | TIME | IS THIS WIRE A NORMAL COURSE OF BUSINESS? <input type="checkbox"/> YES <input type="checkbox"/> NO IF NO, EXPLAIN REASON FOR WIRE: _____ | | | |
| NEW CUSTOMER <input type="checkbox"/> YES <input type="checkbox"/> NO | NEW BENEFICIARY <input type="checkbox"/> YES <input type="checkbox"/> NO | REF NUMBER | | PROCESSED BY | |
| APPROVED BY | | | APPROVED BY | | |
| OPERATIONS ADMINISTRATION USE | | | | | |
| WIRE INPUT BY | | VERIFIED BY | | OFAC | RELEASED BY |
| 2 ND CONFIRMATION WITH | | DATE | TIME | CONFIRMED BY | |

Funds Transfer Agreement

1. **Agreement, and Transmitting and Recording Information about You in the Funds Transfer Process.** The terms used in this agreement have the meaning given to them in, and any funds transfer (or payment order) executed by the Bank is subject to rules and regulations applicable to funds transfers as defined by, UCC 4A, including the Bank Secrecy Act and its regulations. This agreement will be governed by the law of the state in which your account with us is located. This agreement is also subject to all funds-transfer rules, rules of the Board of Governors of the Federal Reserve System and its operating circulars. If any part of this agreement is determined to be unenforceable, the rest of the agreement remains effective. This agreement controls fund transfers unless supplemented or amended in a separate written agreement signed by us. This agreement does not apply to a funds transfer if any part of the transfer is governed by the Electronic Fund Transfer Act of 1978 (EFTA), except this Agreement does apply to a funds transfer that is a remittance transfer as defined in EFTA unless the remittance transfer is an electronic fund transfer as defined in EFTA.

A funds transfer is the transaction or series of transactions that begin with the originator's payment order, made for the purpose of making payment to the beneficiary of the order. A funds transfer is completed by the acceptance by the beneficiary's bank of a payment order for the benefit of the beneficiary of the originator's order. Customer will give us a payment order in writing, but your order cannot state any condition to payment to the beneficiary other than the time of payment. In order to comply with all applicable laws and regulations, in executing any funds transfer, the Bank may transmit information regarding the Customer, such as the Customer's name, address and account number, as part of the payment process. In addition, when the Bank receives any funds transfer or payment order, the Bank may require and record the Customer's name and account number or other information. By sending or receiving funds transfers through the Bank, the Customer agrees to assist the Bank in complying with the applicable laws and regulations and hold the Bank harmless from any liability in connection with the Bank compliance with the laws or regulation.

2. **Payment Order Receipt.** Customer understands that a Payment Order is deemed received by Bank on the business day the Payment Order is requested, provided it is received by Bank prior to the cut-off time established by Bank. If the Payment Order is received after the cut-off time, it will be deemed received the following business day. Our cut-off time is at 12:00 PM.
3. **Authority.** Subject to the terms and conditions of this Agreement, Customer hereby authorizes Bank and Bank hereby agrees to honor, execute and charge to Customer's designated account(s) at Bank all telephonic, oral, written (including via facsimile transmission or via electronic or other means) requests by Customer for the wire transfer of funds. As used in this Agreement, the term "transfer" or "wire transfer" shall be deemed to include a transfer of funds by means of the Federal Reserve FEDWIRE, computer terminal or other means.
4. **Authorized Representatives of Customer.** Customer shall provide on the Funds Transfer/Payment Order Request the written designation of each person ("Authorized Representative") authorized to act on Customer's behalf in making telephone, oral or written wire transfer requests. Customer represents and warrants to Bank that the persons named on the Funds Transfer/Payment Order Request form as Authorize Representatives are authorized by Customer to give instructions to Bank for the transfer of funds and matters related to the transfer of funds with respect to Customer's accounts at the Bank. **BANK SHALL BE ENTITLED TO RELY UPON THE AUTHORITY OF EACH SUCH PERSON UNTIL SUCH TIME AS BANK RECEIVES WRITTEN NOTICE FROM CUSTOMER OF THE REVOCATION OF SUCH AUTHORITY.**
5. **Transmission.** The customer authorizes the Bank to use any of its correspondents or any conventional means to may deem suitable for the transmission of funds and releases the Bank from responsibility for any inaccuracy, omissions or delay in transmission.
6. **Rejection of Order.** We are not obligated to accept any Payment Order that you give us, although we normally will accept your Payment Order if you have a withdrawable credit in an authorized account sufficient to cover the order. We are entitled to payment on the payment or execution date. Unless your Payment Order specifies otherwise, the payment or execution date is the funds transfer date we receive the Payment Order. The funds transfer is completed upon acceptance by the beneficiary's bank. Your obligation to pay your Payment Order is excused if the funds transfer is not completed, but you are still responsible to pay us any expenses and charges for our services. You will not be entitled to interest on any refund you receive because the beneficiary's bank does not accept the Payment Order. Customer understands that the Bank may reject any Payment Order if Customer has failed to maintain sufficient collected funds in the account from which funds are to be debited for payment to Bank or fails to pay in acceptable immediately collectable funds the amount of each Payment Order transmitted by Bank. Bank shall have no liability to the Customer by reason of the rejection of any such Payment Order or of the fact that notice is not given earlier than the end of the business day the Payment Order is rejected. Bank may also reject any Payment Order if the Customer cannot, or will not, provide all information which Bank is required to obtain to comply with Section 103.33 of the Federal Bank Secrecy Act.
7. **Cancellations or Amendments of Payment Order.** A Payment Order may be canceled or amended if Bank has not transmitted the Payment Order or credited the Beneficiary's account and the communication canceling or amending the Payment Order is received by the Bank at a time and in a manner affording the Bank a reasonable opportunity to act on the communication. The communication of cancellation or amendment must be presented in conformity with the same security procedures that has been agreed to for payment orders.
8. **Inconsistency of Name and Number.** Customer acknowledges and agrees that, if a Payment Order describes the Beneficiary, the Beneficiary Bank or any Intermediary Bank inconsistently by name or number, payment of the Payment Order transmitted by Bank may be made on the basis of the account number or the bank number alone even if the number identifies a person or bank different from the named Beneficiary, Beneficiary Bank or Intermediary Bank and the Customer's obligations to pay the amount of the Payment Order to Bank is not excused in such circumstance.
9. **Notice of Credit.** If we receive a payment order to credit an account you have with us, we are not required to provide you with any notice of the payment order or the credit.
10. **Provisional Credit.** You agree to be bound by the automated clearing house association operating rules that provide that payments made to you, or originated by you, by funds transfer through the automated clearing house system are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code.
11. **Refund of Credit.** You agree that if we do not receive payment of an amount credited to your account, we are entitled to a refund from you in the amount credited and the party originating such payment will not be considered to have paid the amount so credited.
12. **Amendment of Fund Transfer Agreement.** From time to time we may amend any term of this agreement by giving you reasonable notice in writing. We may give notice to anyone who is authorized to send payment orders to us in your name, or to anyone who is authorized to accept service.
13. **Erroneous Execution.** If we receive an order to pay you, and we erroneously pay you more than the amount of the payment order, we are entitled to recover from you the amount in excess of the amount of the payment order, regardless of whether you may have some claim to the excess amount against the originator of the order.
14. **Authorized Account.** An authorized account is a deposit account you have with us that you have designated as a source of payment of payment orders that you issue to us. The account identified by name and number above is an authorized account. Additional authorized accounts, if any, are subject to the terms and conditions of this agreement.
15. **Payment.** Customer shall pay bank the amount of each Payment Order on the day it is transmitted by Bank. Customer agrees that Bank may, without prior notice or demand, obtain payment of any amount, due and payable by debiting any deposit account maintained by Customer or originator with Bank. Customer shall pay Bank the charges for the services provided for herein according to Bank's Schedule of Fees and Charges or as may be amended from time to time.
16. **Foreign Currency Transactions.** Customer understands that foreign currency Payment Orders will be based on our Correspondent Bank's rate and value date at the time the Payment Order is called in. If the transfer is returned for any reason, Customer agrees to accept the refund in United States Dollars based on the exchange rate quoted by the correspondent bank converting the currency to United States Dollars on the date of the refund, less any charges and expenses incurred by the Bank.
17. **Duty to Report Unauthorized Transfers.** You must exercise ordinary care to determine that all payment orders or amendments to payment orders that we accept that are issued in your name are authorized, enforceable, in the correct amount, to the correct beneficiary, and not otherwise erroneous. If you discover (or with reasonable care should have discovered) an unauthorized, unenforceable, or erroneously executed payment order or amendment, you must exercise ordinary care to notify us of the

Funds Transfer Agreement

relevant facts. The time you have to notify us will depend on the circumstances, but that time will not in any circumstances exceed [14] days from when you are notified of our acceptance or execution of the payment order or amendment or that your account was debited with respect to the order or amendment. If you do not provide us with timely notice you will not be entitled to interest on any refundable amount. If you fail to perform either of these duties with respect to an erroneous payment and that we incurred a loss as a result of the failure, you are liable to us for the amount of the loss. If the Customer fails to notify the Bank within 60 days after the Bank provides the account statement, the Customer is precluded to make any claim against the Bank.

18. **Security Procedures.** The Bank has in place call back procedures, dual verification above a defined threshold and test codes (upon request). Customer agrees that so long as the Bank acts in good faith and complies with the Security Procedure, a transfer request shall be binding on the Customer, and the Customer shall be liable for payment of the transferred amount plus transfer fees, even if the transfer request was not actually initiated or authorized by the Customer. The authenticity of a payment order or communication canceling or amending a payment order issued in your name as sender may be verified by a security procedure. You affirm that you have no circumstances which are relevant to the determination of a commercially reasonable security procedure unless those circumstances are expressly contained in a separate writing signed by us. You agree that if you refuse, or fail to follow, a security procedure we have offered, and you later suffer a loss due to an unauthorized or fraudulent transaction, you will be solely liable for any loss and will be bound by any Payment Order issued in your name, whether or not it is authorized, that we accept in good faith and in compliance with the security procedure(s) you have chosen.
19. **Verification of Wire Transfer Requests.** Bank will process a wire transfer request from Customer or its Authorized Representative(s) only when it has complied with the Bank's security and verification procedures. Upon receipt of a wire transfer request from an Authorized Representative, whether such wire transfer request is telephonic, oral or written (including via facsimile transmission or via other means), Bank will call the Authorized Representative identified on such wire transfer request at the telephone number identified on the Funds Transfer/Payment. Customer agrees to supply Bank, upon request, any information Bank may reasonably request, including, but not limited to, further evidence of authority to consummate such wire transfers or perform other acts under the terms of this Agreement. Bank will reject any wire transfer request that cannot be verified as provided in this Paragraph 19. Bank will notify Customer by telephone or electronically in writing of its rejection of any wire transfer request. Customer agrees that any wire transfer request, or request for amendment to or cancellation thereof under Paragraph 12 hereof that is made pursuant to the security and verification procedures set forth in Paragraph 18 and this Paragraph 19, shall be conclusively deemed the Customer's instruction, whether or not Customer has authorized the same, and Customer shall be required to pay Bank, and Bank is authorized to charge Customer's account, for any such wire transfer request made pursuant to the security and verification procedures set forth in Paragraph 18 and this Paragraph 19.
20. **Adequacy of Security and Verification Procedures.** Customer acknowledges that the security and verification procedures set forth herein, and otherwise implemented by Bank from time to time, will not detect error in the transmission or content of the wire transfer instruction, and Customer agrees that it shall be solely responsible for the discovery and identification of any error and to advise Bank of such error as prescribed herein. Customer agrees that the security and verification procedures set forth in Paragraphs 18 and 19 of the Agreement, and otherwise implemented by Bank from time to time, are commercially reasonable, and that Customer shall be bound by any wire transfer instruction issued in Customer's name and accepted by Bank in compliance with the security and verification procedures set forth herein and as may be implemented by Bank from time to time.
21. **Customer Representations and Agreements; Indemnity.** Customer represents to Bank and agrees that Customer shall perform its obligations under this Agreement in accordance with all applicable laws and regulations, and Customer shall indemnify Bank against any loss, liability or expense resulting from or arising out of any breach of any of the foregoing representations or agreements.
22. **Bank Liability; Limitations on Liability; Indemnity.**
 - a. Bank shall not be responsible to Customer for any loss or liability arising from: (i) 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; (ii) the failure of other financial institutions to accept payment orders; (iii) Customer's negligence or breach of the Agreement; (iv) any ambiguity or inaccuracy in any instruction or information given to Bank by Customer, or (v) any act or failure to act on the part of Bank caused by legal restraints (such as legal process served on Bank), war, emergency conditions or other circumstances beyond bank's reasonable control.
 - b. **Release and indemnity of Bank.** Customer hereby agrees to release and indemnify and hold harmless Bank, its directors, officers, employees and agents ("Indemnitees") from all claims, causes of action, damages, demands, judgments and expenses (including their attorney fees), liabilities and other losses of any kind incurred by or asserted against such Indemnitee in any way resulting from, relating to or arising out of the services provided herein, the provision of invalid or inaccurate data by the Customer, its directors, officers, employee, agents or anyone else acting on Customer's behalf, or any acts or omissions of Customer or any third party or otherwise, except to the extent that such claims, causes of action, damages, demand, judgments and expenses, liabilities or other losses are the result of Bank's gross negligence or willful misconduct as provided in this Paragraph 13. Customer acknowledges that this release and indemnification shall survive the termination of this Agreement.
 - c. **Limitation of Liability.** Customer agrees that Bank, in dealing with an Authorized Representative of Customer who follows applicable security procedures, shall be entitled to accept and rely on any representation of such Authorized Representative that the purpose of exercising the authority is within the scope of the business of Customer. **BANK SHALL NOT BE OBLIGATED TO MAKE ANY INQUIRIES IN ORDER TO VERIFY OR CONFIRM ANY SUCH REPRESENTATION OR TO ASSURE THAT ANY FUNDS OF THE CUSTOMER ARE IN FACT APPLIED OR USED FOR ANY PURPOSES SO REPRESENTED OR FOR ANY OTHER PROPER PURPOSE; AND BANK SHALL IN NO EVENT BE RESPONSIBLE OR HELD LIABLE FOR ANY MISAPPLICATION OR MISUSE OF ANY FUNDS OR OTHER PROPERTY OF THE CUSTOMER TRANSFERRED OR DISPOSED OF PURSUANT TO ANY AUTHORITY HEREIN GRANTED.**
 - d. 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 and payment of interest. Under no circumstances shall Bank be liable for any consequential, indirect, punitive, or special damage, such as, but not limited to, loss of anticipated profits or other economic loss, 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.
 - e. Without limiting the generality of the foregoing provision, Bank shall be excused from failing to transmit or delay in transmitting a Payment Order if such transmittal would result in the Bank's violation any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.
 - f. **Intermediaries.** We are not liable for the actions of any intermediary, regardless of whether or not we selected the intermediary. We are not responsible for acts of God, outside agencies, or non-salaried agents.
 - g. Customer agrees that attorney's fees are not recoverable, by either Customer or Bank, in any action or proceeding undertaken to enforce or interpret the terms of this agreement or which arises in connection with funds transfer services rendered under this Agreement.
23. **Governing Law.** This agreement shall be construed in accordance with and governed by the laws of United States and the State of California. With respect to Funds Transfer Systems used by Bank to execute Customer's Payment Order, Customer agrees to be bound by State and Federal Laws and Rules governing the Funds Transfer System. Unless otherwise defined, terms used in this agreement shall have the meanings provided in the UCC 4A.
24. **Receipt of the Agreement.** The Customer Agrees that by signing and executing the Application form, the Customer acknowledges the Terms and Conditions and receipt of a copy of this Agreement