

This Wire Transfer Agreement is entered into as of A between California Bank of Commerce, N.A. (hereinafter referred to as "California Bank of Commerce", "Financial Institution", "we", "us", and "our") and (Company Name / Account Title, hereinafter referred to as "client", "you", and "company").

Client hereby requests California Bank of Commerce to act upon instructions to transfer funds based upon the terms and conditions set forth in this Wire Transfer Agreement (hereinafter referred to as the "Agreement"). The Wire Transfer Service offered by California Bank of Commerce is a method to request and schedule a transfer of funds by wire. In consideration of the mutual covenants hereafter contained, you and California Bank of Commerce agree as follows.

I. AUTHORIZATIONS

You will notify us of the individual(s) who are authorized to request wire transfers from your designated accounts via fax or email and provide email addresses for wire notifications by completing **Schedule A** (Wire Transfer Agreement Email/Fax Security Procedures) which is attached hereto and made part hereof for all purposes.

If you choose to complete both **Schedule A** and **Schedule B** (Wire Transfer Agreement Online Security Agreement), you will be able to send wire transfers via fax or email and Online Banking. If you choose to opt-out from **Schedule A** and complete **Schedule B**, you will only send wire transfers through Online Banking and any Email/Fax Wire Transfer requests will not be accepted by the bank under any circumstances.

II. SECURITY

Client and California Bank of Commerce shall comply with the security procedures described in Section III with respect to the authentication of wire transfer requests. Client hereby acknowledges that the purpose of such security procedures is for the verification of authenticity of the funds transfer request.

Except as stated in Section III, California Bank of Commerce will have no obligation, liability or control, either directly or indirectly over said security procedures or the failure of Client to maintain said procedures.

Client will be solely responsible for designating its authorized individuals and disclosing the identity of said individuals, and all changes thereof, to California Bank of Commerce on **Schedule A**. Except as stated within Section III, California Bank of Commerce will not be responsible for verifying the authenticity of any person claiming to be a representative of the Client or the authenticity of any instruction, direction or information provided by any said person.

Client warrants that no authorized individual will be allowed to initiate wire transfer requests in the absence of proper supervision and safeguards and agrees to take reasonable steps to maintain the confidentiality of the security procedures, and any passcodes, personal identification numbers (PIN), security devices, and related instructions provided by the California Bank of Commerce.

If the Client believes or suspects that any such information has been accessed by an unauthorized individual, the Client shall verbally notify the California Bank of Commerce immediately, followed by written confirmation. The occurrence of such notification will not affect any transfers made in good faith by the California Bank of Commerce prior to the notification and within a reasonable time period to prevent unauthorized transfers.

To mitigate unauthorized accesses and to strengthen authentication processes, California Bank of Commerce strongly recommends the following security controls:

A. Dual Control

Utilizing a dual control approval will require two authorized individuals listed on **Schedule A** to be involved in the entry and approval process of a wire transfer described in Section IV A & B.

B. Dollar Limit Control

Utilizing a dollar limit control will require you to set hard dollar limits at approval per authorized individuals per transfer.

III. SECURITY QUESTIONS & SECURITY CODES

All individuals authorized to request wires through fax and/or email shall establish a passcode/PIN and provide a sample signature on **Schedule A**. Upon receipt of a wire transfer request through fax and/or email, we shall call the authorized individual to verify the wire transfer request. The Company is responsible for maintaining and updating the list of authorized individuals on **Schedule A**.

IV. TRANSFER REQUESTS

A. Initiating Wire Transfers



Your authorized individuals may direct us to initiate wire transfers to an account at another Financial Institution in accordance with the terms and conditions stated herein.

Wire transfer requests will be accepted during the normal business hours of the Wire Transfer Department. Business hours are subject to change upon notice to you.

A facsimile wire transfer is a wire transfer request that is submitted directly via a faxed communication to the Financial Institution outside of the Online Banking system. A facsimile wire transfer request will only be honored by the Financial Institution if originated from the facsimile number listed on Schedule A.

An email wire transfer is a wire transfer request that is submitted to the Financial Institution outside of the Online Banking system via an emailed communication directly to the Financial Institution. An email wire transfer request will only be honored by the Financial Institution if entered by an authorized individual listed on **Schedule A**.

To initiate an email/fax wire transfer request, your authorized individual must provide us with the following information:

1. Company name
2. Your California Bank of Commerce account number with us from which funds are to be drawn
3. Amount to be transferred
4. The name and address of the receiving financial institution plus ABA (routing) number for domestic wire requests; the name and address of the receiving financial institution plus SWIFT code along with the name of intermediary financial institution and ABA (routing) number for international wire requests
5. The name and address of the receiving party and account number to which funds are to be transferred

B. Honoring Wire Transfers

We will accept a request for a wire transfer if the authorized individual makes the request through a facsimile or email request, and in accordance with the additional requirements stated herein.

Upon receipt of the transfer request, information provided above will be confirmed with the authorized individual who is approving the wire transfer request. If the authorized individual fails to notify us at such time that any of the information is incorrect, you expressly agree that we shall not be liable for any loss or liability resulting from such discrepancy.

We reserve the right to call back any of your authorized individuals to further confirm a fax/email wire transfer. If we are unable to secure a confirmation, we are under no obligation to execute the wire transfer request, or we may delay the execution of the wire transfer request pending confirmation. In no event will we be liable to you or the beneficiary of the wire solely because we were not able to execute the wire transfer on the requested day because we were not able to secure a confirmation from you or an authorized individual.

If we are in receipt of a wire that is deemed repetitive in nature by us, then we reserve the right to execute the wire transfer request without any further confirmation as outlined above.

You understand and agree that we may electronically record telephone conversations between you and your authorized individuals. The decision to record any telephone conversation shall be solely within our discretion, and we shall have no liability for failing to do so.

We will be under no obligation to honor, either in whole or part, any wire transfer request (a) which exceeds the current balance in your account with us; (b) which exceeds your established authorized individual limits as stated in **Schedule A**; (c) for which we were not able to obtain a confirmation as stated herein; (d) which is not in accordance with any condition indicated by you and agreed to by us; or (e) which is not in accordance with any other requirements as stated herein.

We agree to use commercially reasonable efforts to execute all properly authorized wire transfer requests on the date received provided (a) such requests are received by us within the established deadline, and (b) such day is a business day for us, the communication facility selected by us, and the receiving Financial Institution.

In executing any wire transfer request, we may utilize such means of transmission as we reasonably select. We may initiate wire transfer requests in any order convenient to us.

C. Authorization to Charge Account

Upon receipt of the transfer request, the appropriate authentication and other information stated herein, you hereby authorize us to charge your account(s) with us in the amount of the funds transfer requests and associated fees. The associated fees are subject to change at any time.

D. Beneficiaries



A wire will be processed with beneficiary account number, account title, and address provided by the account owner. In the event that an account number or other identifying number does not match account title at the receiving Financial Institution or vice versa, it is up to the receiving Financial Institution on how the wire is handled.

A wire will be processed with Intermediary Financial Institution and/or Beneficiary Financial Institution information provided by the account owner. In the event that a routing number or other identifying number does not match Intermediary and/or Beneficiary Financial Institution name or vice versa, it is up to the Receiving Financial Institution on how the wire is handled.

E. Confirmation; Statement Reconciliation

If requested, we will send you an email advice upon request of each wire transfer request executed. We will email it to the email address on file. Executed wire transfers will be reflected in your periodic account statement and in your online account history. You agree to notify us of any error, discrepancy, unauthorized transfer or any other objection immediately upon learning of any such error, discrepancy, unauthorized transfer or other objection. If you fail to notify us within thirty (30) days following the

receipt of the confirmation advice or account statement, whichever is sooner, you expressly agree that we shall not be liable for any loss or liability with respect to such discrepancies or objections, unless otherwise provided by law regardless of any ordinary care on our part.

F. Changes

From time to time, you may change (a) accounts from which funds transfers may be made; (b) authorities and conditions stated on **Schedule A**; and (c) other information. However, you agree that we may rely on the information previously supplied by you until we receive written notice of any change on forms prescribed by us and signed by the Owner/Principal and/or Officer of the Company. Changes, additions and deletions will become effective at such time we acknowledge receipt of written notice thereof.

The terms and conditions stated herein may be changed by us from time to time. Such changes shall become effective upon your receipt thereof, or otherwise as stated in our notice to you.

G. Limitation of Liability

You agree to assume full responsibility for all transfers made by us in accordance with the procedures stated herein except as otherwise provided in the case of unauthorized electronic funds transfers involving a consumer's account by Regulation E of the Federal Reserve Bank (12 C.F.R. Part 205).

You further agree to assign to us no responsibility beyond the duty to exercise ordinary care, and you agree that we shall be conclusively deemed to have exercised ordinary care if we have followed the procedures stated herein. We shall not be responsible for any loss arising from or in connection with any inaccuracy, act or failure to act on the part of any person not within our reasonable control or from any error, failure or delay in the transmission of any wire transfer request including, without limitation, any inoperable communications facilities or other circumstances beyond our reasonable control, such as acts of God, difficulties, severe or adverse weather conditions, equipment or computer failure or destruction, acts of or failure to act by recipients of transferred funds and their personnel, criminal acts of personal other than California Bank of Commerce personnel or other causes beyond our control.

You expressly agree to hold the California Bank of Commerce and its service providers harmless and indemnify the California Bank of Commerce for any and all claims, demands, expenses (including, but not limited to, attorney's fees and costs), loss or damage of any nature whatsoever arising directly or indirectly from any transfer request initiated pursuant to this Agreement, and attachments to the Agreement, or other matter related to the Agreement, including, but not limited to, any election made by the California Bank of Commerce to act or refrain from acting upon a funds transfer request when we are unable to obtain proper authentication, except for liability to you caused by our gross negligence, however, **IN NO EVENT SHALL THE FINANCIAL INSTITUTION BE LIABLE FOR ANY DAMAGES, INCLUDING LOST PROFITS, LOST SAVINGS, OR OTHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CLAIM BY ANOTHER PARTY, WHETHER OR NOT THE LIKELIHOOD OF SUCH LOSSES OR DAMAGES WAS KNOWN BY US.**

The terms of this section will survive termination of this agreement.

V. ADDITIONAL TERMS AND CONDITIONS

A. Fees

You agree to pay wire transfer fees imposed from time to time in accordance with our customary pricing policies, and to reimburse us for any direct or indirect transfer charges or expense incurred by us, including but not limited to, any



access communication system charges, telex transmission charges, transfer commissions, and correspondence charges. Such fees, charges or expenses shall be paid by a debit to your account with us or, at our option, through account analysis.

B. No Waiver

Except for changes made in accordance with these items and conditions, no deviation, whether intentional or unintentional, shall constitute change hereto, and such deviation shall constitute a waiver of any right or duty of either party hereto.

C. Wire Transfer Cancellation

Domestic wire transfer requests are unable to be canceled. Requests or efforts made requesting a wire transfer cancellation may be submitted to the Bank; however, under all circumstances if the wire transfer request is not ceased or canceled, the Bank will not be liable or held responsible. By submitting a Wire Transfer Request Form, and by acknowledging receipt of this Agreement, you agree to reimburse California Bank of Commerce for all costs, losses or damages that may be incurred or resulted in relation to the request to amend or cancel a wire transfer request.

Consumers have 30 minutes after the transaction is paid for to cancel an international wire transfer. Cancellations for international wire transfers may be done by calling the **Central Services Department** at **858.847.4706**. Cancellations may be done within the 30-minute time frame as long as the funds have not yet been picked up or deposited and the sender provides the Bank with the specified recipient contact information and enough information for the Bank to identify the transaction. The total amount of the transfer will be refunded within three business days of the cancellation including fees and taxes as permitted by law. For repetitive international wire transfers and international wire transfers scheduled in advance, cancellations must be received at least three business days before the scheduled date of the remittance transfers

D. Domestic Wire Transfer Request Refunds

If a request to amend or cancel a wire transfer request is submitted to the Bank, a refund of such monies will occur only after determination that the beneficiary has not received the intended funds and such funds have been successfully returned to the Bank. Please note that the refund amount may not be the same amount as the original intended funds transfer due to any fees or charges imposed by other financial institutions.

E. Account Agreement

The terms and conditions of your deposit account with us are hereby incorporated by reference. If any inconsistency exists between such agreements and these terms and conditions, then these terms and conditions shall control, but only to the extent necessary. The authorized individuals named on **Schedule A** shall be authorized to perform all acts, permitted hereunder on your behalf, whether or not they are authorized signatures on your deposit account agreement.

F. Modifications/Termination

This Agreement may be modified or terminated at any time by either party by providing written notice to the other party. Termination of this Agreement shall not terminate Section IV I. (Limitation of Liability) of this Agreement.

G. Notices

Unless otherwise stated herein, all notices required by these terms and conditions shall be in writing, signed by any authorized account signature, and sent via first class U.S. mail, or by hand delivery. Notice to us should be sent to the following address:

California Bank of Commerce
Wire Transfer Department
12265 El Camino Real, Suite 210
San Diego, CA 92130

H. Invalidity

In the event that any one or more of the provisions contained in this Agreement, for any reason, be held illegal, invalid, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect other provisions of this Agreement.

I. Entire Agreement

This Agreement, along with **Schedule A**, **Schedule B** and all schedules attached constitute the entire agreement between California Bank of Commerce and Client, and supersedes any and all other agreements either oral or in writing, between the parties in respect to the subject matter hereof.



J. Binding Effect

This agreement is binding upon and shall inure to the benefit of the respective heirs, successors and assigns of the parties hereto.

K. Headings

The headings of sections as used herein are for convenience only and shall not be construed to be a part of the text of the Agreement.

L. Governing Law

The Board of Governors of the Federal Reserve System has adopted Subpart B of its Regulation J (12CFR 210), which incorporates the provisions of Article 4A of the Uniform Commercial Code as set forth in Appendix B to Subpart B. Subpart B governs funds transfers carried in whole or in part through Fedwire. Any funds transfer order by you or to you may be carried through Fedwire and therefore be subject to Subpart B of Regulation J.

This Funds Transfer Agreement between you and California Bank of Commerce, and the rights and obligations of the parties thereunder, shall be governed by and construed in accordance with the laws of the California and the applicable laws of the United States (including, without limitation, Subpart B of Regulation J (12CFR 210), which shall control as to any funds transfer carried in whole or in part through Fedwire.

To the extent that the rights and obligation of parties under Article 4A of the Uniform Commercial Code, as incorporated into Subpart B of Regulation J (12CFR 210), may be varied by agreement of the affected parties, such rights and obligations of you and California Bank of Commerce under Article 4A shall be deemed to be varied by terms of this Funds Transfer Agreement between you and California Bank of Commerce.

This Agreement shall be deemed to be a contract under and for all purposes shall be governed by and construed in accordance with the laws of the State of California and the applicable laws of the United States.

Signature & Date:

CALIFORNIA BANK OF COMMERCE, N.A.

Signature & Date:

Name: _____

Title: _____

Name: _____

Title: _____