First Choice Bank™

First in Speed | Service | Solutions

APPLICATION FOR FUNDS TRANSFER

DATE_____ PURPOSE OF WIRE _____

CUSTOMER NAME_____ ACCOUNT NUMBER _____

CUSTOMER ADDRESS (P.O. BOXES NOT ACCEPTABLE) _____

PHONE NUMBER_____ EMAIL ADDRESS (FOR NOTIFICATIONS) _____

REMITTANCE INSTRUCTIONS

AMOUNT (WRITTEN)_____ AMOUNT (NUMERIC) $ _____

BENEFICIARY BANK NAME_____ ABA ROUTING OR SWIFT CODE _____

BENEFICIARY BANK PHYSICAL ADDRESS _____

BENEFICIARY NAME_____ BENEFICIARY ACCOUNT NUMBER _____

BENEFICIARY ADDRESS (P.O. BOXES NOT ACCEPTABLE) CITY STATE ZIP COUNTRY

_____

INTERMEDIARY BANK_____ ROUTING NUMBER _____

INTERMEDIARY BANK PHYSICAL ADDRESS _____

MESSAGE TO BENEFICIARY_____

CUSTOMER SIGNATURE_____ PRINTED NAME _____

CUSTOMER SIGNATURE_____ PRINTED NAME _____

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.

BRANCH USE SECTION

BRANCH_____ VERBAL CONFIRMATION WITH_____ BY: _____

DATE_____ TIME_____ AVAILABLE BALANCE_____ LAST DEPOSIT _____

FEE-CHARGE/OTHERS_____ IS THIS WIRE A NORMAL COURSE OF BUSINESS? _____

IF NO EXPLAIN REASON FOR WIRE _____

REF NUMBER_____ SIGNATURE VERIFIED TO_____ WIRE AGREEMENT ON FILE? _____

RECEIVED BY FAX_____ EMAIL_____ IN PERSON_____ DOCUSIGN (RECEIVED BY) _____

NEW CUSTOMER?_____ NEW BENEFICIARY? _____

RECURRING INT'L WIRE:_____ IF NOT, HOW MANY INT'L WIRES WERE SENT THE LAST 3 MONTHS? _____

ACCEPTED BY_____ APPROVED BY _____

APPROVED BY _____

OPERATIONS ADMINISTRATION USE SECTION

WIRE INPUT BY_____ VERIFIED BY _____

OFAC_____ RELEASED BY _____

CONFIRMATION REQUIRED ON ALL WIRES FOR NEW CUSTOMERS, NEW BENEFICIARY AND INTERNATIONAL WIRES OVER $10,000.00

2ND CONFIRMATION WITH_____ DATE_____ TIME _____

FCBCA EMPLOYEE _____

First Choice Bank™

FUNDS TRANSFER REQUEST AND AGREEMENT

1. **Transmitting and Recording Information about You in the Funds Transfer Process.** 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. 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 noon.

3. **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.

4. **Rejection of Order.** Customer understands that 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.

5. **Cancellations or Amendments of Payment Order.** A Payment Order may be canceled or amended on 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.

6. **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.

7. **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.

8. **Foreign Currency Transactions.** Customer understand 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.

9. **Duty to Report Unauthorized Transfers.** It is Customer's duty to promptly notify the Bank but shall not exceed 30 days from the date the Bank makes available to the Customer the account statement. If the Customer fails to notify the Bank within 60 days after the Bank provides the account statement, the Customer is precluded to any claim against the Bank.

10. **Security Procedures.** The Bank has in place call back procedures, tokens, 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.

11. **Customer Representations and Agreements; Indemnity.** Customer represents to Bank and agrees that Customer shall preform 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.

12. **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 party 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. 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 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.

    c. Without limiting the generality of the forgoing 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.

    d. 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.

13. **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.

14. **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.