



Alliance Association Financial Services

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Wire Transfer and Funds Transfer Agreement

This Wire Transfer and Funds Transfer Agreement ("Agreement") sets forth the terms under which you may transfer funds between or from accounts held at Torrey Pines Bank, Bank of Nevada, Alliance Bank of Arizona, First Independent Bank of Nevada, and Alta Alliance Bank, each of which are affiliates of Western Alliance Bancorporation ("WAL Affiliates"). For purposes of this Agreement, each and all of the depositors are referred to as "you" and "your"; Alliance Association Financial Services, a division of Bank of Nevada, is referred to as "Financial Institution."

Wire Transfer and Funds Transfer Requests: You may submit wire funds transfer payment orders or funds transfer orders ("Requests") in accordance with the terms and conditions of this Agreement. Subject to the terms of this Agreement, Financial Institution will execute funds transfers in accordance with Requests received in your name, whether such Requests are written, oral, telephonic, or via an automatic transfer device, unless otherwise specifically agreed in writing. Financial Institution may charge the account specified in the Request, or any other of your accounts, for the amount of the Request and for all fees and charges, or other amounts due from you to Financial Institution under this Agreement, and you must maintain available funds to cover all of the foregoing. Financial Institution may choose the appropriate funds transfer mechanism (for example, FedWire, correspondent bank transfer, internal transfer, letter, transfer to another bank or cashiers check) to be used when acting upon your Request. Financial Institution will request all information required by law, *e.g.*, name, address, and account number. If there are multiple Requests, or if there are both Requests and other instructions from you to Financial Institution that would result in transfers from or credits from your account (*e.g.*, preauthorized transfers, checks or other negotiable instruments, or other instructions), then Financial Institution may pay or honor all such Requests or instructions in any order determined by Financial Institution at its sole discretion regardless of whether the order of payment chosen by Financial Institution may result in harm to you that could have been avoided or mitigated if some other order of payment were used. Financial Institution will have no liability for any failure to pay any particular Request or honor any particular instruction in advance of any other notwithstanding knowledge by Financial Institution of any prior pattern or other information available to Financial Institution from you or your prior transactions. All Requests will be subject to the applicable security procedures, which may include call-back verifications from Financial Institution personnel to an authorized signer on the specified account.

Security: You agree that Financial Institution's security procedures are commercially reasonable. You agree that Financial Institution will use these procedures to verify the authenticity of Requests and to detect unauthorized Requests. If Financial Institution verifies the authenticity of a Request in compliance with the security procedures, then you will be obligated on the Request and it will be treated as your Request, whether or not it was authorized by you. Any Request actually authorized by you will obligate you, whether or not Financial Institution acted in compliance with the security procedures. The security procedures may be changed by Financial Institution from time to time. The security procedures are performed to authenticate Requests and not to detect error.

Financial Institution may assign you one or more confidential codes or passwords. When so assigned, Requests without the correct code will not be executed by Financial Institution. You are responsible for maintaining the confidentiality of the security procedures, including any codes. You must notify Financial Institution immediately in the event you suspect that any security procedure used to verify the authenticity of Requests (including, but not limited to, any confidential code or password) has been or may be compromised or rendered ineffective.

Financial Institution may, but is not obligated to, record electronically any telephone calls between Financial Institution and persons acting on your behalf, and may keep these recordings for as long as Financial Institution wishes. You must obtain the consent of your Authorized Agents to such recording. You agree that these recordings, and any other messages (including telecopy or facsimile messages) received by Financial Institution, will be treated as writings signed by you, and will control in the event of any difference between your records and the Financial Institution's records.

Payment to Financial Institution: Unless otherwise agreed to in writing, you must pay Financial Institution the amount of any wire transfer or funds transfer, plus any applicable fee, before Financial Institution will execute the Request. Financial Institution's fees are subject to change.

Acceptance and Execution of Wire Transfer Requests: A Request is considered executed when Financial Institution executes it. Request for a transfer must be received by the Financial Institution no later than 12:00 noon local time of Financial Institution ("Cut-off Time"). Requests will be deemed received by Financial Institution only when actually received by Financial Institution, at the location and in the medium and format specified by Financial Institution and any necessary callback has been made. A Request received after the Cut-off Time will be executed the next Business Day. For purposes of this Agreement, Business Days are the days on which the Financial Institution and any funds transfer intermediary used by the Financial Institution are open for the business of processing funds transfers, excluding all federal holidays, Saturday and Sunday.

Financial Institution may reject a Request for any reason or for no reason, including insufficient collected funds in the account specified in the Request (the "Account"), inability to verify the authenticity of the Request in accordance with applicable security procedures, or otherwise. Financial Institution will notify you by mail or phone or other electronic format if Financial Institution rejects a Request.

You may not be able to amend or cancel a Request after the Request has been received by Financial Institution. Financial Institution may at its discretion use reasonable efforts to act on your request for amendment or cancellation, but will not be liable if it does so. Furthermore, you will indemnify and hold Financial Institution harmless from any and all liabilities, costs and expenses Financial Institution may incur in its amendment or cancellation efforts.

When a Request contains a name and account number, payment may be made by Financial Institution and/or by other banks to which a Request is forwarded based solely on the account number even if the account number identifies a beneficiary different from the beneficiary named by you. You acknowledge that Financial Institution and other banks to which a Request is forwarded may rely on any bank identification number supplied by you as a means to identify any other bank, even if the identification number is different than the bank named by you. Your obligation to pay the amount of the funds transfer to Financial Institution is not excused in such circumstances. You agree to comply with all laws, rules and regulations applicable to it when seeking to initiate a funds transfer, including the sanctions laws administered by the Office of Foreign Assets Control.

You acknowledge that any Request executed by Financial Institution 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. You acknowledge and agree that Financial Institution may capture and transmit information regarding you (for example, your 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. You agree to assist Financial Institution in connection with any requirements imposed on Financial Institution in fulfilling Financial Institution's obligations in this regard.

Account Reconciliation: All wire transfers and funds transfers will be reflected on your periodic statement. You agree to notify Financial Institution promptly of any discrepancy between your records and the information shown on any such statement or report. If you fail to notify Financial Institution of any such discrepancy within 14 calendar days of receipt of a statement or report containing such information, you agree that Financial Institution shall not be liable for any other losses resulting from your failure to give such notice or any loss of interest with respect to a funds transfer that is or should have been shown. If you fail to notify Financial Institution of any such discrepancy within one year of receipt of such statement or report, you will be precluded from asserting the discrepancy against Financial Institution.

Funds Transfer Method: Financial Institution may use FedWire or any other means for transmitting a wire transfer. Account transfers or cashiers checks will be done according to instructions received. Financial Institution will not be responsible for failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond Financial Institution's control. In addition, Financial Institution shall be excused from failing to accept, execute or settle with respect to a Request if to do so would result in Financial Institution's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Financial Institution's otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. or state governmental regulatory authority.

Liability: Financial Institution will exercise reasonable care in processing Requests. You will exercise reasonable care in observing security procedures, examining statements and records, and initiating Requests. You are responsible for ensuring the accuracy of Requests, and Financial Institution has no duty to verify the accuracy of a Request, nor will it be liable for any losses or damages arising out of Requests that contain erroneous information.

In no event shall Financial Institution be liable for any consequential, special, punitive or indirect loss or damage which you may incur or suffer in connection with this Agreement, including without limitation loss or damage from subsequent wrongful dishonor resulting from Financial Institution's acts or omissions pursuant to this Agreement.

Financial Institution will be liable for your lost interest if Financial Institution fails to exercise ordinary care, calculated as follows:

- (i) On analyzed accounts, through a credit to the account to reflect the applicable value date or otherwise through an adjustment to recalculate earnings credits;
- (ii) On non-interest bearing, non-analyzed accounts, at a rate equal to the average of the federal funds rate set by the Federal Reserve Bank of San Francisco, less reserves, for the period in question; and
- (iii) On interest bearing, non-analyzed accounts, at the rate applicable to the account.

You will be liable for any losses or damages resulting from your breach of the Agreement or to which your negligence contributed, or which resulted from unauthorized, fraudulent or dishonest acts by your current and/or former authorized agents (including instances where an Authorized Agent acted to your detriment).

Amendments: From time-to-time, Financial Institution may amend any of the terms and conditions contained in this Agreement, including without limitation, any Cut-off Time, or any Business Day. Such amendments shall become effective upon receipt of notice by you or such later date as may be stated in Financial Institution's notice to you.

Notices, Instructions, Etc: Financial Institution shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an "Authorized Agent," and any such communication shall be deemed to have been signed by such person. The names and signatures of Authorized Agents are set forth on the Signature Card. You may add or delete any Authorized Agent by submitting a new Signature Card. Such new signers shall be effective on the second Business Day following the day of Financial Institution's receipt thereof, unless otherwise specifically agreed to by Financial Institution. You acknowledge that Financial Institution may act on any Request in your name if the authenticity of the Request is verified by Financial Institution using the security procedures, and that Financial Institution will not be responsible for otherwise verifying whether a Request was sent by any Authorized Agent or from any other person authorized by you to initiate funds transfers and Requests.

Data Retention: You shall retain data on file adequate to permit remaking or reconstruction of all Requests for one year following the date of execution of the Request to which such data relate, and shall provide such data to Financial Institution upon its request.

Term and Termination: The term of this Agreement shall begin on the day you or your Authorized Agent accept the terms of this Agreement by signing the applicable Signature Card. Unless otherwise terminated by either party as set forth below, this Agreement shall renew for successive terms of one year each. You may terminate this Agreement at any time. Such termination shall be effective on the second Business Day following the day of Financial Institution's receipt of written notice of such termination (unless Financial Institution specifically agrees to earlier termination) or such later date as is specified in that notice. Financial Institution reserves the right to terminate this Agreement immediately upon providing written notice of such termination to you.

Entire Agreement: This agreement, together with the agreement governing the Account (the "Account Agreement"), is the complete and exclusive statement of the agreement between Financial Institution and you with respect to the subject matter hereof and supersedes any prior agreement(s) between Financial Institution and you with respect to such subject matter. In the event of any inconsistency between the terms of this Agreement and the Account Agreement, the terms of this Agreement shall govern. You agree that all transfers to or from an Account at any WAL Affiliate will remain subject to and limited by any limitations on the number of transfers to or from that Account, as set forth in the Account Agreement.

Governing Law: This Agreement shall be construed in accordance with and governed by the laws of the State of Nevada.

Security Procedures for Funds Transfers between Affiliate Bank accounts: Financial institution will encourage all customers making funds transfers to complete the funds transfer via the online banking platform. Funds transfers not initiated through the online banking platform may be requested via email or telephone.

You understand and agree that the authenticity of any request will be verified pursuant to the following security procedures:

- If the request is made via email, the email address will be verified against the email addresses on file, including email addresses found in the Enrollment Form and/or Signature Card. Call back will not be performed on transfer requests between Affiliate Banks.
- If the request is made via letter or facsimile, the signature(s) will be verified against the signature(s) on the signature card on file. Call back will not be performed on transfer requests between Affiliate Banks.
- If the request is made via phone:
 1. The caller will identify themselves and the Financial Institution will verify that the given name is an Authorized Agent.
 2. Transfer requests made via phone will be called back. In call-back, Financial Institution will call or email the Authorized Agent and request verification of the authenticity of the funds transfer by communicating with the Authorized Agent who initiated the payment order or another Authorized Agent. Financial Institution will call/email the number/email listed on the Enrollment Form or Signature Card. If no one answers the call/email, or if confirmation cannot be obtained, Financial Institution will treat the payment order as unauthorized and will not execute the payment order.

Security Procedures for Wire Transfers between an Affiliate bank and a Non-Affiliate bank: Wire Transfer requests must be made via letter or facsimile or by telephone to the Financial Institution by a signer on the Account.

You understand and agree that the authenticity of any request will be verified pursuant to the following security procedures:

1. The signature on the letter or facsimile will be verified against the Signature Card.
2. Financial Institution will call-back the Request using the phone number listed on the Signature Card or Enrollment Form. In call-back, Financial Institution will call you and request verification of the authenticity of the wire transfer request by speaking with the Authorized Agent who initiated the payment order or another Authorized Agent, as instructed by you, and confirm the request. Financial Institution will call the telephone number listed on the Signature Card or Enrollment Form. If no one answers the call to your telephone number, or if confirmation cannot be obtained, Financial Institution will treat the payment order as unauthorized and will not execute the payment order.

Note: Financial Institution reserves the right to request a second authorization on all wires.

Facsimile or Email as Original: You agree that any communication, including a payment order, sent to the Financial Institution via facsimile or email will be deemed an original copy of such communication, admissible in a court of law as conclusive evidence of the form and content of the communication, notwithstanding you or Financial Institution is unable to establish that the document used to originate the facsimile or email is otherwise not available.