



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

1. **Funds Transfer Requests.** Customer may submit funds transfer payment orders ("Requests") in accordance with the terms and conditions of this Agreement. Subject to the terms of this Agreement, and unless otherwise specifically agreed in writing, Bank may, in its sole discretion, refuse to execute Requests received in the name of Customer unless such Requests are written and are delivered to Bank in person or via telephone or facsimile transmittal. Bank may charge the account specified in the Request, or any other account of Customer, for the amount of the Request and for all fees and charges, or other amounts due by Customer to Bank under this Agreement, and Customer must maintain available funds to cover all of the foregoing. Bank may choose the funds transfer mechanism (for example, Fedwire, GFX, correspondent bank transfer) to be used when acting upon a customer's Request. Bank will forward all information required by law, i.e., name, address, and account number. If there are multiple Requests, or if there are both Requests and other instructions from Customer to Bank that would result in transfers from or credits from an account (for example, preauthorized transfers, checks or other negotiable instruments, or other instructions), then Bank may pay or honor all such Requests or instructions in any order determined by Bank at its sole discretion and notwithstanding that the order of payment chosen by Bank may result in harm to Customer that could have been avoided or mitigated if some other order of payment were used; Bank 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 Bank of any prior pattern or other information available to Bank from Customer or Customer's prior transactions.
2. **Security.** Customer agrees to the security procedures set forth in Schedule A to verify the authenticity of a Request (the "Security Procedures") for all Requests delivered to Bank other than in person. Customer further agrees that the Security Procedures are commercially reasonable and acknowledges that they were adopted at Customer's request. If Bank verifies the authenticity of a Request in compliance with the Security Procedures, then Customer will be obligated on the Request and it will be treated as Customer's request, whether or not authorized by Customer. Any Request actually authorized by Customer will obligate Customer, whether or not Bank acted in compliance with the Security Procedures. The Security Procedures may be changed by mutual written agreement from time to time. The Security Procedures are intended and designed to authenticate Requests and not to detect error. Bank may, in its sole discretion, institute (and, thereafter, change from time to time) additional internal authentication procedures and Customer shall cooperate with such internal procedures as may be reasonably requested by Bank.

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

3. **Payment to Bank.** Unless otherwise agreed to in writing, Customer must pay Bank the amount of any funds transfer, plus any applicable fee, before Bank will execute the Request. Bank's funds transfer fees are subject to change.
4. **Acceptance and Execution of Requests.** A Request is considered executed when Bank executes it. Request for a funds transfer by wire must be received by the Bank no later than Noon local time of Bank. Requests will be deemed received by Bank only when actually received by Bank, at the location and in the medium and format specified by Bank. A request for funds transfer by wire received after this time may be executed the next business day of Bank. For purposes of this Agreement, the Bank's Business Days are the days on which the Bank and any funds transfer intermediary used by the Bank are open for the business of processing funds transfers, excluding holidays, Saturday and Sunday.

Bank 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. Bank will notify Customer by mail or phone if Bank rejects a Request.

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

When a Request contains a name and account number, payment may be made by Bank 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 Customer. Customer acknowledges that Bank and other banks to which a Request is forwarded may rely on any bank identification number supplied by Customer as a means to identify any other bank, even if the identification number is different than the bank named by Customer. Customer's obligation to pay the amount of the funds transfer to Bank is not excused in such circumstances. Customer agrees 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.

Customer acknowledges that any Request 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 in this regard.

5. Account Reconciliation. All funds transfers will be reflected on Customer's periodic account statements. Customer shall promptly review such statements after they are made available to Customer and shall immediately notify the Bank in writing of any discrepancy between Customer's records and the information shown on any such statement. If Customer fails to notify Bank of any such discrepancy within 40 calendar days after the statement is made available: (a) Customer will be precluded from asserting the discrepancy against Bank, (b) Bank shall not be liable for any other losses (including, without limitation, lost interest) resulting from Customer's failure to give such notice, and (c) Customer is liable to Bank for any loss Bank incurred as a result of such failure.
6. Funds Transfer Method. Bank may use Fedwire or any other means for transmitting a funds transfer. Bank 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 Bank's control. In addition, Bank shall be excused from failing to accept, execute or settle with respect to a Request if so to do would result in Bank's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Bank'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.
7. Liability. Bank will exercise reasonable care in processing Requests. Customer shall observe the Security Procedures, and will use reasonable care in examining statements and records, and initiating Requests. Customer is responsible for ensuring the accuracy of Requests, and Bank 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 Bank be liable for any consequential, special, punitive or indirect loss or 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 pursuant to this Agreement.

In the event Bank is for any reason determined to be liable for Customer's lost interest, such interest shall be 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.

Customer will be liable for any losses or damages resulting from Customer's breach of this Agreement or to which Customer's negligence contributed, or which resulted from unauthorized, fraudulent or dishonest acts by Customer's current and/or former authorized agents (including instances where an authorized agent acted to the detriment of Customer)

8. Amendments. From time-to-time, Bank may amend any of the terms and conditions contained in this Agreement, including without limitation, any cutoff time, any business day, and any part of Schedule A. Such amendments shall become effective upon receipt of notice by Customer or such later date as may be stated in Bank's notice to Customer.
9. Notices, Instructions, Etc. Bank 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. Customer may add or delete any Authorized Agent by written notice to Bank in form and substance satisfactory to Bank. Such notice shall be effective on the second Business Day following the day of Bank's receipt thereof, unless otherwise specifically agreed to by Bank. Customer acknowledges that Bank may act on any Request in the name of Customer if the authenticity of the Request is verified by Bank using the Security Procedures, and that Bank will not be responsible for otherwise verifying whether a Request was sent by any Authorized Agent or from any other person authorized by Customer to initiate funds transfers and Requests.

Except as otherwise expressly provided herein, any written notice or other written communication required or permitted to be given under this Agreement shall be delivered, or sent by United States registered or certified mail, postage prepaid, or by express carrier, and, if to Bank, addressed to:

BANK OF NEVADA  
2700 West Sahara Avenue  
Las Vegas NV 89102  
ATTN: Wire Transfer Department

and, if to Customer, addressed to the address listed on the signature card unless another address is substituted by notice delivered or sent as provided herein. Except as otherwise expressly provided herein, any such notice shall be deemed given when received.

10. Data Retention. Customer shall retain data on file adequate to permit remaking or reconstruction of all Requests for one year following the date of the execution of the Request to which such data relate, and shall provide such data to Bank upon its request.
11. 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, and shall end at 12:01 a.m., local time of Bank, on the first anniversary thereof. Unless otherwise terminated by either party as set forth below, this Agreement shall renew for successive terms of one year each.  
  
Customer may terminate this Agreement at any time. Such termination shall be effective on the second Business Day following the day of Bank's receipt of written notice of such termination (unless Bank otherwise specifically agrees to earlier termination) or such later date as is specified in that notice. Bank reserves the right to terminate this Agreement immediately upon providing written notice of such termination to Customer.
12. Entire Agreement. This Agreement (including Schedule A, which is attached hereto and incorporated herein), together with the agreement governing the Account (the "Account Agreement"), is the complete and exclusive statement of the agreement between Bank and Customer with respect to the subject matter hereof and supersedes any prior agreement(s) between Bank and Customer with respect to such subject matter, including, without limitation, any prior Funds Transfer Agreement entered into between the parties. In the event of any inconsistency between the terms of this Agreement and the Account Agreement, the terms of this Agreement shall govern. Customer agrees that all transfers to or from an Account at Bank 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.
13. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Nevada.

## Schedule A: Security Procedures

**Security Procedures for Funds Transfers between Affiliate Bank accounts:** Financial institution will encourage all customers making funds transfers between affiliate banks to complete the funds transfer via the online banking platform. Funds transfers not initiated through the online banking platform may be requested via fax, 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. Callback 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 go through a callback process. In callback, 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, facsimile or email attachment to the Financial Institution by a signer on the account using the Outgoing Wire Transfer Form.

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 callback the Request using the phone number listed on the Signature Card or Enrollment Form. In callback, Financial Institution will call customer and request verification of the authenticity of the wire transfer request by speaking with the Signer who initiated the payment order or another Signer, 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 attachment 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.