



DESERT COMMERCIAL BANK

Wire Transfer Agreement

Wire Transfer: You agree that the terms and conditions outlined in this Agreement apply to any wire transfer request you make to the Bank (“we” or “us”). As Used in this Agreement, the term “wire transfer” means “funds transfer” as defined in the Uniform Commercial Code Article 4A. A wire transfer may be requested for either the same Business Day or may be “Valued-Dated” for a future Business Day. A Business Day is defined as Monday through Friday, excluding federal holidays. Your wire transfer request must be received by us prior to our cutoff hours in order to be sent on the same Business day. If your Wire Transfer Request fails to reach us prior to our cutoff hour and is not Valued-Dated, we will send the wire transfer on our next Business Day.

Transmitting and Recording Information About you in the Wire Transfer Process: Any wire transfer executed by us is subject to rules and regulations applicable to wire transfers, including, without limitation, the Federal Bank Secrecy Act and its regulations and OFAC. In order to comply with applicable laws and regulations, in executing any wire transfer, we may transmit information regarding you, such as your name, address and account number, as part of the payment process. By sending wire transfers through us, you agree that you will assist us in complying with the applicable laws and regulations and hold us harmless from any liability in connection with our compliance with the laws or regulations.

Rejection of Wire transfer Request: You understand that Desert Commercial Bank may reject any Wire Transfer Request without liability if you have failed to maintain sufficient available funds in the account from which funds are to be debited for payment to us; fail to pay in acceptable immediately available funds the amount of each wire transfer transmitted by us or cannot, or will not provide all information which we are required to obtain to comply with any law or regulation, including, without limitation, the Federal Bank Secrecy Act. Notice of such rejection will be given on the Business Day which we reject the Wire Transfer Request.

Cancellations or Amendments of Wire Transfer Request: A wire transfer may be canceled or amended only if we have not transmitted the wire transfer or credited the Beneficiary’s account, and the communication canceling or amending the wire transfer is received by us at a time and in a manner affording us a reasonable opportunity to act on the communication.

Inconsistency of Name and Number: You acknowledge and agree that, if a wire transfer describes the Beneficiary, the Beneficiary Bank or any Intermediary Bank inconsistently by name and number, payment of the wire transfer transmitted by us 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. Your obligation to pay the amount of the wire transfer to us is not excused in such circumstances.

Payment: You agree to pay us and we may, without prior notice or demand, obtain payment of any amount due to us under this Agreement by debiting any deposit account you maintain with us, on either the Business Day we transmit the wire transfer request, or for Valued-Dated Payment Orders, the date you submit the wire transfer instructions to us or on such other date as is agreed to by us in writing. You shall pay us the fees for the services provided by herein according to our current fee schedule, as it may be amended from time to time.

Foreign Currency Transactions: You understand that foreign currency wire transfer must be based on a currency traded by us and that the rate of exchange will be the rate in effect at the time the wire transfer is transmitted by us. If the wire transfer is returned for any reason, you agree to accept the refund in United States Dollars based on our then-current buying rate, converting the currency to United States Dollars on the date of refund, less any charges and expenses incurred by us.

Your Representations and Agreements: Indemnity: You represent to us and agree that you shall perform your obligations under this Agreement in accordance with all applicable laws and regulations, and you shall indemnify us against any loss, liability or expense, resulting from or arising out of any breach of any of the foregoing representations or agreements.



DESERT COMMERCIAL BANK

Our Liability; Limitations on Liability; Indemnity:

(a) Except as otherwise required by the Commercial Code, we are not responsible to you for any loss or liability arising from: any inaccuracy, act or failure to act on the part of any person not within our reasonable control, including but not limited to, the failure of other financial institutions to provide accurate or timely information to you or to us; the failure of other financial institutions to accept wire transfers; your negligence or breach of the Agreement; any ambiguity or inaccuracy in any instruction or information given to us by you or your agents; or any act or failure to act on our part caused by legal restraints (such as legal process served on us) war, emergency conditions or other circumstances beyond our reasonable control.

(b) In all cases, our liability for any act or failure to act under this Agreement shall be limited to your resulting direct loss, if any, and payment of interest. Under no circumstances shall we be liable for any consequential, indirect, punitive, or special damage which you may incur or suffer in connection with this Agreement including without limitation loss or damage from subsequent wrongful dishonor resulting from our acts or omissions under this Agreement, unless the applicable version of Article 4A of the Commercial Code requires otherwise.

(c) Without limiting the generality of the foregoing provisions, we shall be excused from failing to transmit or delay in transmitting a wire transfer if such transmittal would result in our violating any provision of any present or future risk control program of the Federal Reserve Bank or any rule or regulation of any other U.S. governmental regulatory authority.

(d) Notwithstanding any provisions of the Commercial Code or other applicable statute to the contrary, you agree that attorney's fees are not recoverable, by either you or us in any action or proceeding undertaken to enforce or interpret the terms of this Agreement or which arises in connection with wire transfer services rendered under this Agreement.

Notices and Instructions: Any written communication required or permitted to be given under this agreement shall be hand delivered, or sent by United States first-class mail, postage pre-paid, or by express carrier. We shall be entitled to rely on any written notice or communication believed in good faith to be genuine and to have been signed by you or your authorized representative, and any such notice or communication shall be deemed to have been signed by such person. Any such notice shall be effective no later than the next business day following the day of our receipt thereof.

Governing Law: This Agreement shall be construed in accordance with and governed by the laws of the State of California. With respect to wire transfer systems used by us to execute your wire transfers, you agree to be bound by the State and Federal laws and Rules governing the wire transfer system to the extent we are bound.

Accepted by Customer:

Customer Signature: _____ Date: _____

Customer Signature: _____ Date: _____

Bank Officer: _____ Date: _____