

WIRE TRANSFER AGREEMENT

1. Authorization

This Wire Transfer Agreement (“Agreement”) is entered into between the Customer (“Customer”) and Far East National Bank (“Bank”). Customer authorizes the Bank to act upon instructions for the transfer of funds, including any outgoing funds transfer requests (collectively, “Payment Orders”) from the account(s) designated by the Customer to any other account(s) of the Customer or to any third party designated, during normal business hours, when instructions are received from the Customer or Authorized Representative and are authenticated by the Bank in accordance with the security procedure selected by the Customer. Bank shall be authorized to charge the amount of funds transferred to any of Customer’s accounts at the Bank in the event that no account is designated or the designated account has an insufficient collected balance.

2. Security Procedure

Customer has selected a commercially reasonable Wire Transfer Security Procedure (“Addendum”) offered by the Bank to authenticate, amend and request cancellation of Payment Order instructions. Customer agrees to preserve the confidentiality of the Addendum selected. Except as otherwise required by law, if a Payment Order instruction received by the Bank purports to have been transmitted or authorized by the Customer, it will be deemed effective as the Customer’s instruction if the Bank has accepted the Payment Order in good faith and has followed the Security Procedure selected by the Customer.

3. Execution

The Bank will use its best efforts to execute each properly authorized Payment Order instruction on the day of receipt if, (i) the Bank receives the instruction and is able to authenticate it before the Bank’s cutoff time, and (ii) the day of receipt is a business day for the Bank. Bank will treat any Payment Order instruction received after its cutoff time or on a non-business day as received on the Bank’s next business day. The Bank may change its cutoff time from time-to-time and without notice to the Customer.

4. Rejection of Payment Order Instructions

The Bank may at its sole discretion reject any Payment Order instruction; with or without cause, Bank shall incur no liability to the Customer for any loss occasioned by the Bank’s rejection of a Payment Order, with or without notice to the Customer.

5. Transfer Request in Excess of Available Funds

In the event that there are insufficient funds in the Customer’s account(s) to cover the Customer’s obligations under this Agreement, Bank may at its sole discretion complete the Payment Order initiated by the Customer. Customer agrees to immediately repay the Bank the sum of any overdraft, including all fees and charges imposed in connection with the transaction, without notice or demand by the Bank. Customer agrees to pay the Bank interest at the Bank’s current overdraft interest rate during the period an overdraft is permitted. If the Bank chooses to complete a Payment Order initiated by the Customer and overdraws the Customer’s account(s), such action shall not constitute a waiver by the Bank of any right. The Bank’s election to permit an overdraft shall not obligate the Bank to permit future overdrafts. In the event that the Bank is required to initiate collection proceedings against the Customer to recover an overdraft, unpaid fee, charges and interest, Customer agrees to reimburse Bank for its costs,

expenses and attorney’s fees without limitation, including those of the Bank’s counsel.

6. Confirmation

Bank shall mail a notice of confirmation or declination to the Customer’s address on file with the Bank for each Payment Order within one business day of completing the funds transfer. Customer shall notify the Bank immediately, and in no event later than fourteen (14) days after receipt of advice or account statement, whichever is earlier, of any error, unauthorized transactions or irregularities reflected on an advice or account statement.

7. Financial Privacy

Customer acknowledges that any Payment Order executed by the Bank will be subject to rules and regulations applicable to Payment Orders, including record keeping and information transmittal requirements under the Federal Bank Secrecy Act and its implementing regulations. Customer acknowledges and agrees that the Bank may capture and transmit information regarding the Customer (for example, name, address, and account number) and regarding any beneficiary (for example, name, address, beneficiary identifiers and beneficiary account number) as part of the processing of the Payment Order. Customer agrees to assist Bank in connection with any requirements imposed on the Bank in fulfilling its record keeping and transmittal obligations.

8. Fees and Charges

Customer agrees to pay fees and charges disclosed by the Bank for its services in its Account(s) Agreement. Bank is authorized to charge any of the Customer’s account(s) for fees and charges incurred for services in connection with this Agreement. Customer agrees to reimburse the Bank for all cost, charges and expenses incurred by the Bank, including attorney’s fees, in responding to subpoenas or other legal requests from third parties for information regarding the Customer’s account(s) or transactions involving the account(s).

9. Foreign Currency Transactions

If the Customer requests a Payment Order be made in other than US Dollars, Bank may transfer payment in the currency of the beneficiary bank’s country at the Bank’s buying rate of exchange for US Dollars. If the funds transfer is returned or cancelled, the Customer agrees to accept the refund in US Dollars in the amount of the foreign money settlement, based on the current buying rate of the bank converting the currency to US Dollars on the date of the refund or cancellation, less all fees, charges and expenses incurred by the Bank.

10. Designation of Funds Transfer and Intermediary Bank

Bank may execute the Customer’s Payment Order through any funds transfer system or intermediary bank, which the Bank deems reasonable to accomplish the transfer. Customer agrees to be bound by the rules and regulations of the funds transfer system used by the Bank.

11. Telephone Recording

Customer agrees and consents to the Bank recording telephone communications with Customer relating to any Payment Order instructions or funds transfer services of any type.

12. Limitation of Liability

Except as otherwise required by the California Uniform Commercial Code, Bank shall not be responsible for any loss, damage or liability, including the costs of defense thereof, arising from, (i) any inaccuracy, act or failure to act on part of any person not within the Bank’s reasonable control, including but not limited to, the failure of other financial institutions to provide accurate or timely information to the Bank or Customer, (ii) the failure of other financial institutions to accept Payment Orders, (iii) Customer’s negligence or breach of Agreement, (iv) any ambiguity or inaccuracy in any instruction or in the information set forth in this Agreement given to Bank by the Customer; (v) from any error, failure, delay in execution of any Payment Order instruction, or cancellation or amendment, including without limitation any inoperability of computer or communications facilities, or circumstances beyond the Bank’s reasonable control; or (vi) for any act or failure to act in reliance upon facsimile messages and signatures of any person or persons signing on behalf of Customer. Customer agrees to indemnify, defend and hold Bank and its directors, officers, employees, affiliates, parent, agents and attorneys harmless against any claim, loss, damage or liability, including the costs of defense thereof, of a third party arising from, or in connection with, this Agreement or the Bank’s performance of services for Customer, including the misuse or unlawful or unauthorized use of any person other than Bank’s employees of any facsimile message signature or signatures thereon. Customer agrees to assume full responsibility for Bank’s acts or failure to act in reliance upon the facsimile messages and signatures of any person or persons signing on behalf of Customer and to take any and all reasonable action to mitigate any potential or actual Bank loss or liability hereunder. In all matters, Bank’s liability for any act or failure to act under this Agreement shall be limited to the resulting direct loss, if any, of the Customer. Under no circumstances shall the Bank be liable for any consequential, indirect, punitive, or special damages which the Customer may incur or suffer in connection with this Agreement, including without limitation, loss or damage from subsequent wrongful dishonor resulting from the Bank’s act or omissions under this Agreement.

13. Reliance on Identifying Numbers

If Customer’s Payment Order instructions identify the beneficiary, the beneficiary’s bank, or an intermediary bank by name and account number or other identifying number(s), Bank and subsequent parties to the Payment Order may act solely on the basis of such number(s), even if the name (s) and number(s) do not agree. Bank shall have no duty to detect errors or any inconsistency in names or identifying numbers.

14. Force Majeure

Bank shall not be liable for any loss, expense, failure to perform, or delay caused by accidents, strikes, fire, flood, war, riot, earthquake, funds transfer or government rules, electrical, mechanical, or communications failure, acts of third parties, including without limitation any messenger, telephone, electronic, or data transmission, acts of God, or any other cause which are beyond the reasonable control of the Bank.

15. Terms and Conditions

This Agreement and the Addendum constitute the entire Agreement between the Customer and Bank pertaining to Wire Transfers and supercedes all prior agreements or understandings. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision of the Agreement, nor shall a waiver constitute a continuing waiver unless expressly agreed. The provisions of this Agreement are severable, and if any portion of this Agreement is found to be unenforceable, the remaining portion shall remain in full force and effect. This Agreement shall be governed by

the laws of the State of California, is not assignable by Customer and is made exclusively for the benefit of the Bank and Customer. No third party beneficiary rights are intended or are created by this Agreement. The Bank and Customer may terminate this Agreement at any time, with or without cause, by providing the written notice to the other. Termination shall not affect the rights and obligations of either party in connection with transactions that occurred prior to termination. For purposes of this Agreement, the phrase “cutoff time” shall mean 1:00pm Pacific Time, and the phrase “business days(s)” shall mean Monday through Friday (and shall exclude Saturdays, Sundays and all federal holidays) and the phrase “business hours” shall mean the hours of 9:00am to 4:00pm Pacific Time. Customer hereby acknowledges that the Automated Clearing House system, if used, may not be used in violation, and that entries originated by Customer must comply with the laws of the United States, including sanctions laws administered by the Office of Foreign Assets Control.

16. Account Agreement and Amendment

The terms, conditions and restrictions of the Customer’s other Account Agreement(s) with Bank remain in full force and effect. If any inconsistency exists between such Account Agreement(s) and the terms of this Agreement, the terms of this Agreement shall prevail, to the extent necessary to avoid inconsistency. The Bank may amend the terms of this Agreement by providing written notice to the Customer.

CUSTOMER NAME	
ACCOUNT NUMBER	REFERENCE NUMBER
ADDRESS	
Customer Signature:	Date:
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

<u>Accepted By Far East National Bank</u>	
OFFICER’S SIGNATURE	
<input type="text"/>	<input type="text"/>
TITLE	DATE
<input type="text"/>	<input type="text"/>