

## FUNDS TRANSFER AGREEMENT

The undersigned, \_\_\_\_\_, (“Customer,” “you,” “your”) from time to time wishes to, in accordance with the terms and conditions of this Funds Transfer Agreement (“Agreement”), initiate requests in writing, by telephone, facsimile, e-mail, or using Bank of Santa Clarita’s (“Bank,” “we,” “our,” “us”) online cash management services (“Online Cash Management Services”) to transfer funds from Customer’s account(s) maintained at Bank to other financial institutions for credit to persons/ accounts designated by Customer, and to authorize Bank to receive incoming funds transfers from other financial institutions for credit to Customer’s accounts (collectively, “Requests”). Customer understands that the transfers contemplated herein present certain risks to Customer of unauthorized transactions, or error or delays in transmission, and other occurrences, and by entering into this Agreement, Customer acknowledges and specifically assumes such risks. Customer intends to initiate or accept transfers in the course of its business and, therefore, laws applicable to transfers for personal, family or household purposes shall not apply to this Agreement.

In consideration of Bank's acting upon Requests, Customer hereby agrees to the following terms and conditions with Bank:

1. **Procedures For Funds Transfers.** Customer may submit to Bank Requests, in accordance with the terms and conditions of this Agreement. To deliver Requests to Bank, Customer must initiate the Request in writing, by telephone, facsimile, e-mail, or using the Online Cash Management Services. Bank is not obligated to execute Requests received otherwise from Customer. The persons designated in writing by Customer shall be authorized to initiate Requests pursuant to the security procedures in Exhibit A and will be called authorized representatives (“Authorized Representatives”) in this Agreement. Elimination or change at any name of such authorization shall be made effective by written notice within 5 business days of receipt by Bank from Customer. Customer agrees that the designation of Authorized Representatives hereunder for outbound transfer Requests shall control this Agreement regardless of any lack of authority of the Authorized Representatives to sign on the account, and Customer waives any restricted signature requirements (such as two signatures required) of the account for the purpose of this Agreement.

A Request is considered executed when Bank executes it. A Request is deemed received by Bank only when actually received by Bank, in the form and content specified by Bank. A Request must be received by Bank prior to Bank's cut-off hour (or, deadline) for funds transfer requests, currently 1:30 p.m. local time of Bank but subject to change. A request received after the cut-off hour, or on a non-Business Day, may be executed by Bank on the next Business Day. For purposes of this Agreement, Bank's "Business Days" are Monday through Friday, excluding Saturday or Sunday or any other day that Bank is authorized or required to be closed, or any day Bank’s chosen funds transfer system operator is closed.

Bank may use any means for the transmission of funds Bank in its sole discretion may consider suitable and charge the appropriate account of Customer for any charge to Bank for the transfer, and for any service charge for such transfers then in effect at Bank. Services may occasionally be unavailable due to needed maintenance or system/network interruptions.

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

2. **Available and Collected Funds.** Bank shall not be obligated to make any transfer if the amount of the transfer exceeds the finally collected and immediately available funds on deposit by Customer with Bank, or exceeds any other limit established by Bank. Customer agrees to maintain sufficient collected balances in appropriate

accounts to effect transfers. Bank may, at its option and in its sole discretion, honor or refuse to honor a transfer order for an account which will result in the account being overdrawn.

3. Rejected Requests. Bank may reject a Request for any reason or for no reason, including insufficient available funds in the account specified in the Request, inability to verify the authenticity of the Request in accordance with applicable security procedures, or otherwise. Bank will seek to notify Customer by mail or phone if Bank rejects a Request.
4. Amended or Cancelled Requests. Customer may 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 not do 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. Any undertaking by Bank to act on such a request shall not act as an assumption of liability by Bank or act as a waiver by Bank to subsequently charge Customer's account if such cancellation, change or rescission cannot be accomplished.
5. Security Procedures. Bank will use security procedures to verify the authenticity of Customer's outbound Requests. Customer agrees that the security procedures are not designed to and are not for the purpose of detecting error. Customer will review the security procedures set forth in Exhibit A and will choose one that is commercially reasonable for Customer, after taking into consideration the type, size and frequency of anticipated outbound Requests by Customer. Customer agrees periodically to review the security procedures in light of Customer's actual Requests and usage, to confirm that the security procedures remain commercially reasonable. Customer acknowledges that Customer may change the security procedures at any time by notice to Bank, and Customer agrees to do so when and if needed to ensure that the security procedures are and continue to be commercially reasonable for the type, size and frequency of Requests delivered by Customer to Bank.

If Bank accepts a Request in the name of Customer 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 the Request was authorized by Customer or by any Authorized Agent.

If a Request received by Bank was transmitted or authorized by Customer, Customer will be obligated on the Request whether or not Bank complied with the security procedures, whether or not that Request was erroneous in any respect, and whether or not error would have been detected if Bank had complied with such security procedures.

Customer is responsible for maintaining the confidentiality of the security procedures, including any security codes. Customer will implement a comprehensive security program that includes administrative, technical and physical safeguards. Customer will notify Bank immediately in the event Customer suspects that any security procedure has been or may be compromised or rendered ineffective.

6. Incoming Transfers. Credit given by Bank to Customer for any transfer is provisional until Bank receives final settlement for such entry through the Federal Reserve Bank or any other correspondent financial institution of Bank. If Bank does not receive such final settlement, Customer is hereby notified and agrees that Bank is entitled to a refund of the amount credited to Customer in connection with such entry, and the party making the payment to Customer (i.e. the originator of the transfer) via such entry shall not be deemed to have paid Customer the amount of such entry. Bank will accept incoming transfers for Customer pursuant to the following procedures:
  - (i) Bank will credit the amount of any incoming transfer according to instructions of the funds transfer.
  - (ii) If any incoming transfer is ambiguous, incomplete or otherwise improper in form or substance, Bank may at its option return the transfer. Bank will not be liable to Customer for any action or inaction taken in connection with ambiguous, incomplete or improper instructions as long as it acts in a way it believes in good faith to be appropriate, with or without notice to Customer.

- (iii) If there is an error or irregularity in any incoming transfer, whether discovered immediately or later, or if Bank fails to receive final payment for the amount of any such transfer, Bank may reverse any credit to Customer's account arising from such a transfer and shall give notice to Customer of its action.
7. Foreign Transfers. If Customer initiates a transfer in United States Dollars for transfer to a foreign country, Bank may transfer payment in the currency of the receiving bank's country at Bank's buying rate of exchange for United States Dollar transfers. If the transfer is returned for any reason, Customer agrees to accept the refund in United States Dollars in the amount of the foreign money credit, based on the then current buying rate of the bank converting the currency to United States Dollars on the date of refund, less any changes and expenses incurred by Bank.
8. Recordings. Bank may, but is not obligated to, record in any form it chooses Requests or other communications received by Bank from Customer or an Authorized Representative. Customer agrees to obtain the consent of its Authorized Representatives to such recordings. Customer agrees that these recordings, and any other 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.
9. Account Reconciliation. All funds transfers will be reflected on Customer's periodic statement. Customer agrees to immediately report to Bank any discrepancies between Customer's records of these transactions and the periodic statement for the account from which the transfer is made. If Customer fails to notify Bank of any such discrepancy within fifteen (15) days after the statement is received by Customer, Customer agrees that Bank will not be liable for any other losses resulting from Customer's failure to give the notice, including but not limited to loss of interest with respect to a funds transfer that is or should have been shown. If Customer fails to notify Bank of any such discrepancy within one year of receipt of such statement or report, Customer will be precluded from asserting the discrepancy against Bank. For purposes of this paragraph, Customer will be deemed to have "received" a periodic statement at the earlier of the time that (a) Bank first makes it available to Customer for pick-up by Customer; or (b) the statement or information contained in the statement is made available to Customer electronically or by means of electronic banking systems.
10. Limitation on Liability. Bank will use reasonable care in processing Requests of Customer to initiate or accept transfers under this Agreement. Customer agrees that Bank shall not be liable for any loss arising directly or indirectly, in whole or in part from: (a) any inaccuracy, act or failure to act on the part of any person not within Bank's reasonable control, (b) the negligence or misconduct of Customer or any Authorized Representative or other agent of Customer, (c) any ambiguity in the instructions given to Bank, (d) any error, failure or delay in the transmission of any funds transfer request which is caused by strikes, civil unrest, any inoperability of communications facilities or circumstances beyond Bank's reasonable control, or (e) Bank's reliance on instructions from persons purporting to be Authorized Representatives who present Bank with the correct information initiating transfers, pursuant to this Agreement. In addition, Bank shall be excused from failing to accept, execute or settle with respect to a Request if: (a) 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; or (b) Bank reasonably and in good faith believes that any legal process may limit or otherwise affect Bank's actions.

Bank will not be liable for any damages or losses to Customer resulting from any action or inaction required by, or consistent with, Federal Reserve Board regulations or operating letters, or applicable rules, regulations or agreements of any clearing house, SWIFT, CHIPS, or any other automated wire service being used in connection with a transfer. No Federal Reserve Bank, automated wire service or other financial institution shall be treated as Bank's agent for the purpose of determining liability to Customer.

If Bank fails to exercise ordinary care, Bank will be liable for Customer's lost interest 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 the by Federal Reserve Bank of Cleveland less reserves, for the period in question; and iii) On interest bearing, non-analyzed accounts, at the rate applicable to the account.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, SPECIAL OR INDIRECT LOSSES OR DAMAGES WHICH THE OTHER PARTY INCURS OR SUFFERS BY REASON OF THIS AGREEMENT OR THE SERVICES PROVIDED UNDER THIS AGREEMENT. THIS LIMITATION SHALL APPLY WHETHER OR NOT THE LIKELIHOOD OF SUCH LOSSES OR DAMAGES WAS KNOWN BY EITHER PARTY.

11. Indemnification. Customer agrees to indemnify and hold Bank harmless from and against any and all claims, demands, or liabilities, including reasonable attorney's fees, penalties, that arise out of or occur in connection with any transfer or attempted transfer by or purportedly on behalf of Customer, whether before or after termination of this Agreement, even if caused by Bank's negligence, other than claims, demands or liabilities arising solely for Bank's violation of this Agreement or the gross negligence or willful misconduct of Bank or its employees.
12. Entire Agreement/Waiver. This Agreement including any attached Exhibits, the agreement governing Customer's accounts ("Account Agreement") and the Cash Management Agreement (if applicable), constitute the final, complete, and exclusive agreement between Bank and Customer pertaining to incoming and outgoing transfers and any other subjects dealt with in this Agreement. It supersedes all prior and contemporaneous agreements, representations, and understanding of the parties. In the event of any inconsistency between the terms of this Agreement and the Account Agreement or the Cash Management Agreement, the terms of this Agreement shall govern. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding against Bank unless provided by Bank in writing. 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. No Third Party Beneficiaries. No other person or entity shall be deemed to be a third party beneficiary of this Agreement.
14. Fees. That Bank shall charge the rate specified in its Schedule of Fees and Charges, as may change from time to time, for these services.
15. Requests for Information. Customer agrees to provide Bank with all the information that the Bank Secrecy Act and any other applicable law or regulation requires Bank to obtain and transmit, including but not limited to the originator's name, address, and tax identification number, the beneficiary's name, address, and account number, the identity of the beneficiary bank, and any other information regarding any funds transfers which such laws or regulations may require from time to time. If Customer fails to provide Bank with all the information required by law regarding any funds transfer, Customer agrees that Bank is not obligated to complete such transfers and not liable for any losses or damages resulting from Bank's failure to execute such transfer.
16. Compliance With Laws. Customer acknowledges that the services contemplated under this Agreement may not be used in violation of, and that Requests initiated by Customer must comply with the laws of the United States, including sanctions laws administered by the Office of Foreign Assets Control ("OFAC"). In accordance with the requirements of the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG, this notice is to inform you that restricted transactions are prohibited from being processed through your account or relationship with our institution. Restricted transactions are transactions in which a person accepts credit, funds, instruments or other proceeds from another person in connection with unlawful Internet gambling.
17. Applicable Law. This Agreement shall be governed by all applicable operating circulars of any Federal Reserve Bank which may handle any transaction that is the subject of this Agreement, and by all applicable provisions of federal law and regulation. To the extent allowed by federal law, this Agreement shall also be governed by the operating rules and other governing documents of SWIFT, NACHA, or any other funds transfer or advice service or facilitator, and by the laws of any foreign nation having jurisdiction over the transfer (or any segment thereof, to the extent of that segment only). To the extent it is not governed by such laws, regulations, rules, and other governing documents, this Agreement shall be governed by the laws of the state of California. This



Agreement shall be binding upon and inure to the benefit of Customer and Bank, and their respective successors, assigns, and legal representatives.

- 18. Amendments to this Agreement. Bank may amend this Agreement from time to time by written notice to Customer. If Customer uses any services provided for by this Agreement after receipt of such notice of amendment, such use shall be deemed to constitute agreement to the terms of the amendment.
- 19. Exhibits to this Agreement. The Exhibits to this Agreement are incorporated into this Agreement as though set forth fully herein.
- 20. Termination of this Agreement. The term of this Agreement shall begin on the day a copy of the Agreement signed by Customer is delivered to and executed by Bank, 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 notice of such termination to Customer. All representations, warranties, and obligations of Customer shall survive any termination of this Agreement, whether with or without cause. Any funds transfer request received by Bank prior to termination of this Agreement shall continue to be governed by this Agreement.
- 21. Headings, Captions, Facsimile Signatures and Counterparts. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement and may not be used to define, describe interpret or construe any provision of this Agreement. Delivery of executed copies of this Agreement may be made by facsimile. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which collectively shall constitute a single agreement.

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized agents.

\_\_\_\_\_  
CUSTOMER (Please Print)

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**THIS AGREEMENT SHALL NOT BE BINDING UNTIL ACCEPTED BY BANK**

**ACCEPTED BY BANK OF SANTA CLARITA**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



**Exhibit A to FUNDS TRANSFER AGREEMENT  
Authorized Representatives and Accounts**

**Funds Transfer Agreement Authorized Accounts ("Customer's Accounts")**  
[List of accounts out of which to debit funds transfers]


**Pick one of the following Security Procedures (A or B or C) for each of the Authorized Representatives.**

**Security Procedures (Authenticity of Customer's outbound requests)**

<b>(A) Questions</b>	<b>(B) Codes/Password</b>	<b>(C) Last deposit date and Amount</b>
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- (A) 1.) What was your first car?      2.) What is your favorite Color?      3.) Who is your favorite Person?  
 (B) Please pick a security code or password that you will remember?  
 (C) Verify Date of last Deposit and Amount on the account?

**Funds Transfer Agreement --- Authorized Representatives (Please do not leave any column blank)**

<b>Name</b>	<b>Phone Number</b>	<b>Account Number</b>	<b>Maximum Transfer Amount</b>	<b>Security selection and answer (A) or (B) or (C)</b>

Customer hereby represents and warrants to Bank that the names of the Authorized Representatives, the account numbers from which they are authorized to request transfer's, and the maximum amount for which each authorized Agent is authorized to request transfers are correctly stated above. If at any time Customer wishes to add or delete Authorized Representatives, change account numbers for Authorized Representatives, or change maximum amounts for Authorized Representatives, Customer will submit a new Exhibit A form to Bank. Each Exhibit A will supersede all previous Exhibit As, so any change will require a new form with all current Authorized Representatives listed.

**Account Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\* Authorized Signature: \_\_\_\_\_

\* Authorized Signature: \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

\* Authorized Signature: \_\_\_\_\_

\* Authorized Signature: \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_



*\*These persons must be those authorized to execute the Funds Agreement between Customer and Bank.  
Signatures by other persons will not be accepted.*

**BANK OF SANTA CLARITA**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date



**RESOLUTION FOR CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY  
LODGE OR ASSOCIATION**

Corporation

Partnership

Limited Liability Co.

Lodge or Association

Customer hereby certify that on, \_\_\_\_\_ 20\_\_\_\_, at a meeting regularly held, the governing body of \_\_\_\_\_ adopted a resolution authorizing my/our entry into the Funds Transfer Agreement (outlined on page 1) (“Agreement”) on its behalf and authorizing the person(s) whose signature(s) appear(s) below as Authorized Agents to act as its agent(s) there under, and we hereby enter into said Agreement on behalf of said organization.

WITNESS my/our hand(s) and seal of the organization.

\_\_\_\_\_  
Customer (Signature & Title)

\_\_\_\_\_  
Customer (Signature & Title)

\_\_\_\_\_  
Customer (Print Name)

\_\_\_\_\_  
Customer (Print Name)

*BANK OF SANTA CLARITA*

\_\_\_\_\_  
Authorized Signature of Bank Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bank Officer (Print Name)