

Montecito Bank & Trust Wire Services Agreement

This Wire Services Agreement (the "Agreement") between Montecito Bank & Trust (hereafter "Bank") and _____ (hereafter "Customer") governs the origination and receipt of wire transfers through the Online Business Banker system (hereafter "System") on behalf of Customer. The terms of this agreement are construed in accordance with the laws and regulations of the United States when applicable and with the laws of the state of California where Bank is located, including the California Commercial Code, as amended from time to time. Unless otherwise defined, terms used in this Agreement will have the meanings provided for in Division 11 of the California Commercial Code. This Agreement, along with agreements related to accounts used for wire transfers, supersedes any prior agreements between Bank and Customer regarding wire transfers and shall also be binding upon Customer's heirs, representatives, and successors and permitted assigns. In the event of any inconsistency between this Agreement and the account agreement with respect to wire transfers, this Agreement shall govern. If any part of this agreement is invalid, illegal, or unenforceable, the remaining provisions shall remain in effect.

1. Submission of Wire Transfers.

1.1 All transmittals of wire transfer requests shall be made through System. Bank will not initiate a wire transfer on behalf of Customer if a request is made outside of the System. Transmittals must be received by Bank in time to process the request before the local time listed below. Transfer requests received after this time, or on a day that is not a funds transfer business day, will be treated as being received on, and may be executed on, the following funds transfer business day. Time may vary at Bank's discretion.

1.2 Business Banker Wire Cutoff Time: 2:00 PM Pacific Time

1.3 NO STOP PAYMENTS. Customer normally will not be able to amend or cancel a funds transfer request after the funds transfer request has been received by Bank. Bank may, at its discretion, use reasonable efforts to act on Customer's request for amendment or cancellation, and will not be liable if it does so or if it fails to 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.

2. Processing Wire Transfers.

2.1 Bank will process wire transfer requests based solely upon information received from Customer. Bank may, at its discretion, process the wire transfer request through either the Federal Reserve Bank System or the Society for Worldwide Interbank Financial Telecommunication (S.W.I.F.T.). In the case where the beneficiary's bank is Bank, Bank may simply debit and credit the appropriate accounts as requested in the authorized wire transfer request.

2.2 If a wire transfer request indicates an intermediary bank or a beneficiary's bank inconsistently by name and identifying number, execution of the request may be based solely upon the number, even if the number identifies a bank different from the named bank or a person who is not a bank. If a wire transfer request describes a beneficiary inconsistently by name and account number, payment may be made by the beneficiary's bank based solely upon the account number, even if the account number identifies a person different from the named beneficiary. Customer's obligations shall not be excused in these circumstances.

2.3 Bank may reject any transfer request or incoming wire transfer which does not conform to the limitations, security procedures, and/or other requirements set forth in this Agreement, such as availability of funds on deposit. Bank will notify Customer of Bank's rejection of the transfer request by telephone, electronic message, or U.S. mail.

2.4 Customer acknowledges that any wire transfer request executed by 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 Bank may capture and transmit information regarding Customer (for example, Customer's name, address and account number) and regarding any beneficiary (for example, the beneficiary's name, address, account number, and other beneficiary identifiers) 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.

2.5 Bank will comply with regulations issued by the US Treasury's Office of Foreign Assets Control (OFAC). If any wire transfer request is to an entity listed on OFAC's list of Specially Designated Nationals and Blocked Persons, by law Bank will not complete the transfer and will "block" the funds until such time OFAC issues a written release to Bank. Bank shall have no liability to Customer as a result of Bank's rejection of any transfer request or internal transfer if Bank complies with the terms of this Agreement.

2.6 Bank will comply with the provisions of the Unlawful Internet Gambling Enforcement Act (the "Act") and Regulation GG (Prohibition on Funding of Unlawful Internet Gambling). Customer acknowledges that Customer is prohibited from knowingly originating or accepting prohibited or restricted entries or transactions in connection with another person who is engaged in unlawful Internet gambling as defined by the Act and Regulation GG. Restricted transactions involve the collection of Internet bets or wagers for businesses engaged in Internet gambling transactions (e.g., online gambling casinos) that are made by persons participating in unlawful Internet gambling transactions. For instance, we are prohibited from processing any transactions by check, credit or debit card, electronic funds transfer, wire transfer or similar device for credit to a commercial account if the transaction involves the receipt of an unlawful bet or wager made through the Internet. A bet or wager is unlawful if it violates any applicable Federal or State law in

the State or Tribal lands in which the bet or wager is initiated, received or otherwise made.

3. Account Reconciliation. All wire transfers will appear on Customer's regular account statement. Customer can create alerts in System to receive an email, text message, or phone call for each wire transfer. It is Customer's obligation to read email alerts and examine regular statements for any discrepancy concerning any wire transfer. If Customer fails to notify Bank of any such discrepancy within the earlier of fourteen (14) days after Customer receives an email alert or other sufficient information to detect such a discrepancy or a statement reflecting the unauthorized transfer, Bank shall not be liable for and Customer shall indemnify and hold Bank harmless from any loss of interest with respect to the wire transfer and any other loss which could have been avoided had Customer given such notice. If Customer fails to notify Bank within the earlier of 30 days after receiving an email notification of the disputed wire transfer or the statement reflecting an unauthorized transfer, Customer shall be precluded from any claim against Bank.
4. Security Procedures and Exposure Limits.
 - 4.1 Customer agrees to the security procedures listed below and will review additional Security Features available in Schedule A hereto for the origination of any wire transfer through the System by any authorized users of System on behalf of Customer. Customer will be assigned separate domestic and international Exposure Limits. Initial Exposure Limits will be communicated to Customer via letter. Such limits may be modified from time to time by Bank at its sole discretion and with notice to Customer. Bank will assign unique security tokens to each authorized user of Customer with access to any wire transfer options on System. It is the responsibility of the company administrator of Customer designated in the Online Business Banker Enrollment Form to notify Bank of the addition of any authorized users that have access to any wire transfer options on System. Such authorized users and company administrator will be required to maintain a security token as described by these security procedures. It is the responsibility of the company administrator of Customer to remove any access for System users that are no longer authorized by Customer.
 - 4.2 In addition to security tokens, authorized users will be required to maintain a security personal identification number ("PIN") that will be used in conjunction with the security token for access to System. The authorized user will safeguard their security token and will not disclose the designated security PIN to any other individual. If an authorized user misplaces the assigned token and/or PIN, they must immediately contact Online Banking support for assistance. Any authorized user created by the company administrator that does not maintain PIN or has not received a security token will not be able to initiate wire transfers through System.
5. Payment to Bank. Customer agrees to pay Bank with available and collected funds on deposit for the amount of the wire transfer plus any current fees as listed in Bank's fee schedule at the time Bank executes a wire transfer or internal transfer. Bank shall be entitled to request cancellation of the transfer, or to undertake any other legal means to collect the amount of the transfer if unable to cancel, including exercise of right of offset as detailed in Bank's deposit agreement if Customer fails to pay in accordance with this Agreement.
6. Errors and Rejections. Bank may reject a wire transfer request for any reason or for no reason, including if Bank receives notice that a wire transfer transmitted by Bank has been rejected, insufficient collected funds in Customer's account, inability to verify the authenticity of the funds transfer request in accordance with the security procedures of this Agreement, or otherwise. Bank will notify Customer of Bank's rejection of the wire transfer request by telephone, electronic message, or U.S. mail. Bank will have no further obligation to transmit the rejected wire transfer if it complied with this agreement with respect to the original transfer request. Normal wire fees will apply to rejected wires.
7. Funds Transfer Delays or Failures. 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 wire transfer request if such would result in Bank exceeding any limitation upon its intraday net funds position established pursuant to present or future Federal Reserve guidelines, or Bank 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 Bank's risk management policies.
8. Amendments. Bank may amend any of the terms and conditions contained in this Agreement from time to time, including without limitation (and listed only as examples), any cutoff time, any business day, and any security procedure. Such amendments will become effective upon receipt of notice by Customer, three business days after such notice is mailed or emailed to Customer or such later date as may be stated in Bank's notice to Customer. If Customer does not agree with such amendment, Customer shall immediately cease initiating wires through the System and immediately notify Bank that it does not accept the amendment in which event this Agreement shall automatically be terminated. Regardless of such termination, Customer shall remain liable for all wire transfers initiated through the System prior to termination of this agreement and Customer ceasing initiation of wire transfers through the System. Failure to notify Bank or continued use of the System to initiate wires after notice of an amendment shall constitute acceptance of such amendment. Except as otherwise provided herein, this Agreement cannot be amended without the written consent of both parties.
9. Customer Liability. Customer shall be liable to Bank for and shall defend, indemnify and hold Bank harmless from any and all claims, causes of action, damages, expenses (including reasonable attorney's fees and other legal expenses), liabilities and other losses resulting from acts, omissions, or provision of invalid or inaccurate data by Customer or any other person acting in Customer's behalf, including without limitation:
 - a. A breach by Customer of any provision of this Agreement;

- b. Bank's debiting or crediting of the account of any person as requested by Customer; and
- c. The failure to act or the delay by any financial institution other than Bank.

10. **Bank Liability.** Bank will be responsible only for performing the wire transfer services provided in this Agreement and will be liable only for its gross negligence or willful misconduct in performing these services. Bank will not be liable for acts or omissions by Customer or any other person including, without limitation, any funds transfer system, any Federal Reserve Bank, any beneficiary's bank, and any beneficiary, none of which will be deemed Bank's agent. Without limitation, Bank shall be excused from delaying or failing to act if caused by legal constraint, interruption of transmission or communications facilities, equipment failure, war, emergency conditions, strikes, or other circumstances beyond Bank's control. In addition, Bank shall be excused from delaying or failing to execute a transfer if it would result in Bank's exceeding any limitation on its intraday net funds position established through Federal Reserve guidelines or if it would result in violating any present or future risk control program of the Federal Reserve or a rule or regulation of other governmental regulatory authorities. In no event shall Bank be liable for any consequential, special, punitive, or indirect losses or damages incurred relating to this agreement including, without limitation, subsequent wrongful dishonor resulting from Bank's acts or omissions. Any liability of Bank for loss of interest resulting from its error or delay shall be calculated using a rate equal to the Federal Funds Rate at the Federal Reserve Bank of San Francisco for the period involved. Payment will be made by crediting the appropriate account involved in the funds transfer.

In the case of a wire transfer not wholly negotiated within the United States, Bank is released from responsibility in case of receipt of proceeds by anyone other than the true payee and from responsibility for the identity of the person claiming to be the payee. It is agreed that any refund is to be made only after Bank receives confirmation of effective cancellation of the transfer order and return of the funds and, in the case of funds already converted, such refund is to be made on the basis of said Bank's buying rate on the date the refund is made.

11. **Dispute Resolution.**

11.1 WAIVER OF JURY TRIAL. To the extent permitted by law, in connection with any claim, dispute, action or proceeding, including any and all questions of law or fact relating thereto (a "Claim"), whether brought in state or federal court, the Parties hereby expressly, intentionally and deliberately waive any right they may otherwise have to trial by jury of any such Claim.

11.2 JUDICIAL REFERENCE. Any Claim shall, at the written request of any Party, be determined by judicial reference pursuant to California Code of Civil Procedure ("CCP") Section 638 et seq. The parties shall select a single neutral referee, who shall be a retired California state or federal court judge. The parties shall not seek to appoint a referee that may be disqualified pursuant to CCP Section 641 or 641.2 without the prior written consent of all parties. If the Parties are unable to agree upon a referee within ten (10) calendar days after one party serves a written notice of intent for judicial reference upon the other party, then the referee will be selected by the court in accordance with CCP Section 640(b).

11.3 The referee shall render a written statement of decision and shall conduct the proceedings in accordance with the CCP, California Rules of Court, and California Evidence Code, except as otherwise specifically agreed by the parties and approved by the referee. The decision of the referee shall be entered as a judgment in the court in accordance with the provisions of CCP Sections 644 and 645. The decision of the referee shall be appealable to the same extent and in the same manner that such decision would be appealable if rendered by a judge of the superior court.

11.4 Fees, Costs and Expenses. During the pendency of any Claim which is submitted to judicial reference in accordance with this Agreement, Bank and Customer shall promptly pay equal shares of the fees charged and costs incurred by the referee in performing the services described in this Agreement, unless the referee orders otherwise. The compensation of the referee shall not exceed the prevailing rate for like services.

11.5 The prevailing party in the resolution of any Claim shall be entitled to an award of all costs and expenses incurred in connection with such Claim. Costs and expenses include court costs, the fees and costs of a referee, outside and inside (at market rates) attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys', experts' and witnesses' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any post-judgment collection services.

12. **Notices, Instructions, etc.** Bank will be entitled to rely on any written notice or other written communication believed by Bank in good faith to be genuine and to have been signed by an authorized agent of Customer, and any such communication shall be deemed to have been signed by Customer. The names and signatures of Customer's authorized agents are set forth in the attached Business Entity Resolution. Customer may add or delete authorized agents by written notice to Bank in form and substance satisfactory to Bank. Such notice will be effective when received and acknowledged by the branch listed at the bottom of this Agreement, unless otherwise specifically agreed to by Bank.

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 mail, postage prepaid, or by express carrier, and, if to Bank, addressed to the following address unless another address is substituted by notice delivered or sent as provided herein. Except as otherwise expressly provided herein, any such notice to Bank shall be deemed given when received.

Montecito Bank & Trust

(Branch) _____

(Address) _____

(City, State, Zip) _____

and, if to the Customer, addressed to:

- 13. Data Retention. Customer shall maintain records of each wire transfer request for six months following the requested transfer date and agrees to provide such records to Bank upon request to allow reconstruction.
- 14. Term and Termination. This Agreement shall remain in force and effect until terminated by either party by written notice, which notice shall specify the date of such termination. Such termination will be effective on the second business day following 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 the notice. Any such termination shall not affect any rights or obligations of either party that accrue prior to the effective date of termination. Bank may terminate this Agreement immediately if it has reasonable cause to believe that Customer or any authorized agent of Customer is committing or attempting to commit an illegal or otherwise improper act, whether by means of transfer requests or other instructions covered by this Agreement or by any other means. All representations, warranties and obligation of Customer shall survive any termination of this Agreement, whether with or without cause.
- 15. Entire Agreement. This Agreement, together with the agreement governing Customer's account(s) (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. 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.
- 16. No Assignment. Customer may not assign its interest or rights under this Agreement without the prior written consent of Bank, and any purported assignment in violation of this section shall be void. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and permitted assigns. The Agreement is not for the benefit of any other person, and no other person shall have any right against Bank or Customer hereunder.
- 17. Headings. Headings used in this Agreement are for convenience only, and shall not be deemed a part of this Agreement.
- 18. Counterparts. This Agreement may be signed in counterparts, all of which shall constitute one agreement.
- 19. Waiver. A waiver by Bank or Customer of any term or provision shall not be construed as a waiver of such term or provision at any other time, or of any term or provision.