

MONTECITO BANK & TRUST WIRE TRANSFER SERVICE DESCRIPTION

1. Wire Transfer Service. Montecito Bank & Trust (“Bank”) hereby offers its Client and Client hereby accepts the funds transfer service described in this Service Description (the “Wire Transfer Service”). Client may submit wire transfer requests (“Requests”) to Bank in accordance with the terms and conditions of this Service Description. A “Request” includes a “payment order,” as defined in Division 11 of the California Commercial Code. Client is responsible for all Requests to the fullest extent provided by law and as set forth in this Service Description. Bank may choose the funds transfer mechanism (for example, FedWire, correspondent bank transfer, internal transfer) to be used when acting upon Client’s Request.
2. Master Treasury Management Services Agreement; Supporting Documents. This Service Description forms part of the Master Treasury Management Services Agreement (“Master Agreement”) agreed to by Client. All Requests must also be consistent with the separate Business Online Banking Service Description. In the event of conflicts between the terms of this Service Description and the terms of the Master Agreement or the Business Online Banking Service Description, the terms of this Service Description shall control. Defined terms in this Service Description shall have the meaning provided in the Master Agreement, unless otherwise defined in this Service Description.
3. Transmission; Related Service Descriptions for Wire Transfers. All Requests must be provided to Bank, which may be required to be in a form prescribed by Bank, presented using the Bank’s Business Online Banking Services.
4. Account Designation. Client authorizes Bank to debit its designated account, or any other account maintained by Client at Bank, for any fees or other amounts due Bank in connection with the Services.
5. Accuracy. Client assumes the sole responsibility for providing Bank with accurate transaction information in the form and format that Bank requires. Bank is not responsible for confirming such information, or for failing to detect and reject duplicate Requests. If Client provides Bank with a Request that is incorrect in any way, Client agrees that Bank may charge Client’s accounts for the transaction whether or not the error could have been detected by Bank. Bank is not obligated to detect errors in Client’s transfer or payment instructions.
6. Communications; Security Procedures. For the purpose of this Service Description, Communications shall have the meaning provided in the Master Agreement and shall include Requests to Bank in connection with the Wire Transfer Service. For the purpose of this Service Description, Security Procedures shall have the meaning provided in the Master Agreement and shall include but not be limited to any Security Procedures used to access accounts and to use the Wire Transfer Services. More specifically, Client acknowledges the Security Procedures applicable to the Wire Transfer Service as identified in this Service Description, as may be supplemented in Supporting Documents. Bank may offer to Client or require Client to use additional authentication tools or methods from time to time. If Client chooses not to implement supplemental authentication tools, Client’s access to some or all Wire Transfer Services may be limited.

Exposure Limits. Exposure limits (“Exposure Limits”) will be assigned by Bank and communicated to Client. Client agrees to comply with the Exposure Limits, as they may be amended from time to time by Bank. Bank will review Client Exposure Limits on a regular basis, not less than annually. Bank will provide notice to Client before or promptly after any amendment to the Exposure Limits.

Wire Transfer Types. By default, Client will be able to originate both domestic and international Request in US Dollars. If Client will not need the ability to send international wire Requests, Bank recommends that Client restrict access to international wire Requests. To control the type of wire Requests that can be sent by the Client, select Users from the More Options menu. From the Users list, select Edit Entitlements icon. In the Wires section, uncheck International. . Click Save.

Wire Transfer Accounts. By default, all Client users given access to originate wire Requests will be able to originate wires out of any account that user has access to. Bank recommends that Client limit wire origination access to only the accounts that will be used to originate wires. To control the accounts wire Requests can be originated from, select Users from the More Options menu. From the Users list, select Edit Entitlements icon. In the Accounts section, select the accounts that wires can be allowed from. Click Save.

Client Wire Transfer Review. The System has a security feature which, if turned on, requires any wire Request created by a user to be reviewed and approved by a second user. If Client elects to use this feature, all wire transfers initiated by users given access to Wire Transfer Services by the Client's designated Client Administrator(s) must be reviewed by a second Client user. Client Administrators can assign specific users with the review ability. If Client does not elect to use this feature, users given access to Wire Transfer Services by the Client's designated Client Administrator(s) can initiate wire transfers without review by a second Client user. To enable this security feature, log into the System and select Users from the More Options menu. From the Users list, select the Edit Entitlements icon. In the Wires section, update the Number of Approvals Required field. Click Save.

7. By agreeing to the Acceptance, Client acknowledges is has reviewed all additional security procedures available. Client understands it must restrict wire types and account access, and/or enable the file review option if Client elects to take advantage of those additional security options.

8. Account Transfer Limitations. All transfers to and from an account will be subject to the terms and conditions applicable to the account as set forth in the deposit agreement governing the account, including but not limited to transfer limitations. For example, federal regulations limit certain types of transactions/transfers from a money market or savings account. If Client exceeds these limits, Bank may impose a fee, close or convert Client's account, limit Client's use of the Wire Transfer Services, or any combination of the foregoing. In addition, there may be other transfer limits addressed in the Supporting Documents.

9. Inconsistencies. If a beneficiary of a Request is identified by both name and account number, payment may be made by Bank and by any other financial institution based on the account number even if the name and the account number are not consistent or identify different parties. If an intermediary bank or a beneficiary's bank is identified on a payment order by both name and identifying number, Bank and other financial institutions may rely on the number even if the name and the account number are not consistent or identify different parties.

10. Provisional Credit. Client acknowledges that credit for a payment order is provisional until the receiving financial institution obtains final settlement. If final settlement does not occur, the originator of the payment order is not deemed to have made payment to the beneficiary, and the beneficiary's bank is entitled to a refund of the provisional credit. Client agrees that when Bank gives Client credit for an incoming payment order, including but not limited to, returned credited transactions or credit reversals, it is provisional until Bank receives final settlement for the payment order. Bank may delay availability of provisional funds at its discretion. If Bank does not receive final settlement, Client must return the funds previously credited to Client's account to Bank, and the person who sent the payment order will not be treated as having paid Client. Bank may refuse to permit the use of any amount credited for an incoming payment order, including but not limited to a debit entry or credit reversal if Bank believes in its sole discretion that there may not be sufficient funds in Client's account to cover chargeback or return of such transaction.

11. Foreign Transactions. If a Client requests a funds transfer in United States Dollars or in a currency other than United States Dollars to a foreign country, Bank may transfer the payment in the currency of the beneficiary bank's country at any exchange rate chosen by Bank. If a funds transfer is returned, Client agrees that the exchange rate for conversion of the foreign currency into United States Dollars may differ from that used by Bank to process the initial funds transfer. Client should not expect Bank's foreign exchange rate to be the same as rates quoted from time to time online or in non-Bank publications. Client agrees that Bank may not be held liable for any loss or damage due to any act, error, or omission of any international correspondent, domestic receiving bank or agent, including the failure of the international correspondent, domestic receiving bank or agent to locate, or error in identifying the named payee, or from failure to effect payment, or due to any other cause whatsoever beyond Bank's control, including the demise or failure of the international correspondent's domestic receiving bank or agent. For any incoming or outgoing wire transfers involving non U.S. Dollars, foreign exchange rate quotes provided by Bank may not be considered a foreign exchange contract or guaranteed unless Bank notifies Client a contract or guarantee applies. Foreign exchange rates are constantly changing due to market conditions and may vary based upon the particular currency, transaction amount, time of day, market volatility, and/or other factors influencing the liquidity and Bank pricing for such currency, and Client acknowledges and accepts the risk of such fluctuations. Further, the exchange rate used for each particular transaction may be based upon normal retail exchange rates reflecting market conditions, which will be different from the wholesale (bank-to-bank) published rates. FDIC deposit insurance does

not insure against any loss due to foreign currency fluctuations. Bank is not responsible for losses incurred as a result of the foreign exchange rate applied to the conversion from U.S. Dollars to foreign currency.

12. Cutoff Hours. The cutoff hour applicable to Requests is 2:00 p.m. Pacific Time. A Request is considered executed when Bank executes it.

13. Subject Rules and Regulations. Client acknowledges that any Request executed by Bank will be subject to rules and regulations applicable to payment orders, including recordkeeping and information transmittal requirement under federal Bank Secrecy Act and its implementing regulations. Client acknowledges and agrees that Bank may capture and transmit information regarding a Request (for example, beneficiary's name, address other beneficiary identifies and beneficiary's account number) as part of the processing of a payment order. Client agrees to assist Bank in connection with any requirements imposed on Bank fulfilling Bank's obligations in this regard.