TECHNOLOGY CREDIT UNION
WIRE TRANSFER AGREEMENT

This Wire Transfer Agreement between Technology Credit Union and the Business Member governs outgoing and incoming Wire Transfer on behalf of the Business Member.

In this Wire Transfer Agreement, the terms “Credit Union”, "we", "us" and "our" refer to Technology Credit Union. The terms “Company”, “member”, "you" and "your" refer to each person who has an interest in your account or other relationship with us. This Wire Transfer Agreement sets out your rights, responsibilities, and obligations, and our rights, responsibilities, and obligations, with respect to Outgoing and Incoming; and Domestic and International Wire Transfers we may provide to you from time to time.

1. **Networks:** Company authorizes Credit Union to honor Company’s requests to transfer funds to and from Company’s authorized account(s) with Credit Union by means of the Federal Reserve Communications System (Fedwire), SWIFT or similar networks used for the transfer of funds between financial institutions or businesses (“Wire Transfers”). Internal transfers of funds between Company and another member both with accounts at the Credit Union (“Book Transfers”) can be done via internal networks within the Credit Union. Company may request Wire Transfers via an online access platform, in person or by telephone. Wire Transfers requested via Business Online Banking shall be subject to the terms of the Master Cash Management Services Agreement, and all Wire Transfers shall be subject to the Security Procedures.
2. **Compliance with Rules, Laws and Regulations:** Company acknowledges that it will not generate transactions that violate the laws and regulations of the United States. This includes, but is not limited to sanction laws administered by the Office of Foreign Assets Control (OFAC). It shall be the responsibility of Company to obtain information regarding such OFAC enforced sanctions. (This information may be obtained directly from the OFAC Compliance Hotline at 800-540-OFAC or from OFAC’s home page site at www.ustreas.gov/ofac.).
3. **Authorizations:** Credit Union may elect not to act upon a Wire Transfer request, for Company’s protection, if Credit Union is unable to obtain proper verification of the Wire Transfer request satisfactory to it; or, if there is any inconsistency between a Wire Transfer request and information previously supplied to Credit Union regarding the authorized signer of the account or the authorized parties under the Security Procedures.
4. **Security Procedures:** Company agrees to use the Service in accordance with the provisions of Section 6 of the Cash Management Services Master Agreement and with the Credit Union’s Security Procedures attached as a Schedule to the Cash Management Services Master Agreement. Company also agrees that any request acted upon by Credit Union in compliance with the Security Procedures, whether or not authorized by Company, shall be treated as Company’s authorized request, and Credit Union shall not be liable for the amount of any unauthorized transfer that is purported to be originated by Company. Credit Union will review the Security Procedures with Company as part of the Wire Transfer set-up implementation process.
5. **Authorization Changes:** The Company agrees that only those persons authorized on the Security Procedures may initiate and/or verify Wire Transfer requests with the Credit Union. Changes by the Company in any information supplied to the Credit Union or any changes in the designated account numbers or authority of the persons named on the

appendices to the Security Procedures shall not be binding upon the Credit Union until the Credit Union has received actual written notice of the changes at the address of the Credit Union designated in Section 15 of the Master Cash Management Services Agreement and has had a reasonable time to implement them. If such written notice pertains to changes to an appendix to the Security Procedures Schedule, such notice shall be (i) signed by an "Administrative User" (as set forth the Security Procedures), (ii) accompanied by the Company's corporate resolution approving such change, or (iii) signed by an officer of the Company authorized to sign on behalf of the Company by corporate resolution.

6. **Warranties:** Company represents and warrants to Credit Union that (a) each Payment Order is accurate, has been duly authorized, and complies with applicable laws and regulations, (b) Company maintains on deposit with Credit Union sufficient funds to cover the amount of each Payment Order initiated by Company to Credit Union, and (c) Company shall comply in all material respects with Article 4A of the Uniform Commercial Code and Federal Reserve Board Regulation J, as and if applicable.

7. **Funding:** All Wire Transfer requests from Company must have sufficient available funds in the Designated Account to be charged, as evidenced by Credit Union's records, which shall be conclusive. We reserve the right to refuse to honor, and shall have no obligation to honor, any request for a Wire Transfer from any Account in which there are not sufficient immediately available funds to cover the transfer. However, in the event that we honor any request for a Wire Transfer that results in an overdraft of any Company account, the amount of the overdraft shall be immediately due and payable to us by Company, and we may offset the amount of the overdraft against the balance of any of Company's accounts with us, and may exercise any rights that we may have under any agreements granting to Credit Union security for the payment or obligations of Company to us. The Wire Transfer is completed upon acceptance by beneficiary's financial institution. If the Wire Transfer is not completed, Company is still responsible to Credit Union for any expenses and charges for Credit Union's services. However, if Company instructs Credit Union to route the Wire transfer through an intermediate financial institution, and Credit Union is unable to obtain a refund because the intermediate financial institution that Company designated has suspended payments, then Company is still obligated to pay Credit Union for the amount of the Wire Transfer. Company will not be entitled to interest on any refund Company receives because the beneficiary's financial institution does not accept the payment order.

8. **Acting on Requests:** Credit Union will use any means of Wire Transfer system, transmission, clearing house or intermediary financial institution deemed reasonable to Credit Union to transfer funds. After we receive a Wire Transfer request by Company by the applicable processing deadline published on the Credit Union's website at www.techcu.com, but no later than the value date stated in the request (if said date is not earlier than the business day in which it was received), then Credit Union will act on the request by verification of authenticity, making appropriate accounting entries or transmitting payment instructions to the applicable financial institution or other party, and executing the request. A Wire Transfer request received after the processing deadline may be executed the next wire transfer business day. Wire transfer deadlines are subject to change from time to time at the sole discretion of the Credit Union. We may treat a request received after the deadline as if it was received on the next business day. A request for Wire Transfer is considered accepted by Credit Union when Credit Union executes it. No instructions or other restrictions limiting Credit Union's acceptance of Company's request shall be effective unless accepted and agreed to in writing by Credit Union. However, Credit Union at its option may elect to act consistently with instructions or other restrictions which it believes in good faith were made by Company. Credit Union is not obligated to provide next day notice for incoming Wire Transfers or other credits to the Designated Account.

9. **Rejection of Requests:** Credit Union has no responsibility to accept any incoming Wire Transfer for the Company's benefit. Likewise, Credit Union may reject any request which does not comply with the requirements of this Wire Transfer Agreement and its corresponding documents, or requests that cannot be verified through the use of the Security Procedures. Credit Union may also reject requests which exceed the available funds in the account to be charged, or the dollar limit of the Authorized Initiator or Secondary Approver in accordance with the Security Procedures, as applicable, and for any reason under the applicable national payment system rules of the receiving country of the transaction. Notice of rejection will be given to Company by telephone, by electronic means, by mail or by fax. If Credit Union does not execute Company's request, Credit Union is not liable to Company for any damages, losses, liabilities, expenses or costs.
10. **Cancellation or Amendment of Wire Transfer Request:** Company may not be able to cancel or amend a Wire Transfer request after it is received by Credit Union. However, Credit Union may at its discretion use reasonable efforts to act on Company's request for cancellation or amendment. This is provided so that the method by which Company notifies Credit Union of the request for cancellation or amendment complies with the Security Procedures. However, Credit Union shall have no liability if such cancellation or amendment is not effected. Furthermore, Company agrees to indemnify and hold Credit Union harmless from and against any and all liabilities, costs, and expenses Credit Union may incur in attempting to cancel or amend the Wire Transfer.
11. **Repetitive Transfers:** If Credit Union or Company determines that requests have become repetitive, Credit Union may assign a repetitive number to Company's request. If Credit Union does so, Company may utilize such number as part of an expedited procedure in communicating such requests to Credit Union in the future. Credit Union may execute requests containing this number.
12. **Erroneous Requests:** Company acknowledges and agrees that when Company provides Credit Union with a name and account number when requesting a Wire Transfer, that payment may be made solely on the basis of the account number even if the account number identifies a beneficiary different from the beneficiary named by Company. Company acknowledges and agrees that when Company provides Credit Union with a name and an identifying number for a financial institution when requesting a Wire Transfer, that payment may be made solely on the basis of the financial institution's identifying number even if the identifying number identifies a financial institution different from the financial institution named by Company. Company furthermore agrees that its obligation to pay the amount of the Wire Transfer to Credit Union in either of the circumstances described above is not excused in such circumstances. Likewise, Wire Transfers received by Credit Union for Company's benefit may be paid by Credit Union solely on the basis of account number or the financial institution's identifying number. Company agrees that Credit Union shall not be responsible for any delay arising out of Credit Union's attempt to reconcile inconsistencies between name and account or financial institution identifying number, or otherwise investigate suspected irregularities.
13. **Provisional Payment:** Any credit Credit Union gives to Company for a Wire transfer is provisional until Credit Union receives final payment for the amount of the Wire Transfer. If Credit Union does not receive final payment for the Wire Transfer, Company agrees to refund to Credit Union the amount of the transfer.
14. **Erroneous Execution:** If Credit Union receives an order to pay Company, and Credit Union erroneously pays Company more than the amount of the payment order, Credit Union is entitled to recover from Company the amount in excess of the payment order, regardless of whether Company may have some claim to the excess amount against the Originator of the order.
15. **Fees:** Company authorizes Credit Union to debit its Designated Account for Services provided under the Master Cash Management Agreement in accordance with the Business

Account Agreement schedule of fees and charges. Credit Union may change its fees from time to time upon written notice to Company.

16. **Liability:** Credit Union shall be responsible only for performing the services expressly provided for in the Agreement, and shall be liable only for its own gross negligence or willful misconduct in performing those services. In no event shall Credit Union have any liability for any consequential, special, punitive, or indirect loss or damage which Company may incur or suffer in connection with this Agreement. In addition, Credit Union shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communications facilities, equipment failure, war, emergency conditions, or other conditions beyond Credit Union's control. Credit Union shall not be held liable for any delay by Company or to any Third Party in processing any transaction, or for other acts of omission. Credit Union is not liable for the actions of any intermediary, regardless of whether or not Credit Union selected the intermediary. Company shall be liable for and indemnify Credit Union, its officers, directors, employees and agents from and against any loss or damage resulting from Company's breach of this Wire Transfer Agreement or to which Company's negligence contributed, or which resulted from unauthorized, fraudulent, or dishonest acts by Company's current and/or former authorized representatives, including without limitation the Administrative User or any individual authorized by the Administrative User to initiate or approve Wire Transfer requests or security administrators, or from Company's failure to exercise reasonable care in the creation or presentment of Wire Transfer requests.
17. **Exposure Limits:** Company shall comply with the Exposure Limits established by the Credit Union, if applicable.
18. **Recording and records:** Credit Union is authorized at its discretion, to the fullest extent permitted by law, to electronically record telephone conversations between Credit Union and Company, and to keep those recordings for as long as Credit Union considers necessary. Company assumes the duty of obtaining any required consents from its authorized representatives for the recordings. If Credit Union's records about a request for Wire Transfer are different than Company's records, then Credit Union's records will govern. Credit Union's records include its written records and any tape recordings about Wire Transfers.
19. **Amendments to Agreement:** From time to time Credit Union may amend any of the terms and conditions contained in this Agreement. Such amendments shall become effective upon receipt of notice by Company or such later date as may be stated in Credit Union's notice to Company.
20. **Termination of Agreement:** Either party may terminate this Agreement upon 30 calendar days written notice to the other; provided however that Credit Union may terminate this Wire Transfer Agreement immediately upon its determination that Company is in breach of this Agreement or in violation of the rules, regulations or applicable laws, if Company initiates any bankruptcy proceeding or is otherwise declared insolvent, if Credit Union reasonably deems itself insecure, or if Credit Union becomes aware of information which may indicate illegal or improper transactions. Any termination of this Agreement shall not affect any of Credit Union's rights or Company's obligations with respect to any entries initiated by Company prior to such termination, or the payment obligations of Company with respect to services performed by Credit Union prior to termination, or any other obligations that survive termination of this Agreement.
21. **Miscellaneous:** This Wire Transfer Agreement between Credit Union and Company supersedes any prior agreement(s) between Credit Union and Company with respect to such subject matter. Company may not assign this Agreement or any of the rights or duties hereunder without Credit Union's prior written consent. Credit Union may waive enforcement of any provision of this Agreement. Any such waiver shall not affect Credit Union's rights with respect to any other transaction or modify the terms of this Agreement.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns. This Agreement is not for the benefit of any other person, and no other person shall have any right against Credit Union or Company hereunder. In the event that any provision of this Agreement shall be determined to be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law. Credit Union shall be entitled to rely on any written notice believed by it in good faith to be signed by one of the authorized signers of Business Account Agreement. This Agreement shall be governed by and construed in accordance with the laws of the United States of America and the State of California, including without limitation Uniform Commercial Code Article 4A as in effect in California and amended or supplemented from time to time. If any part of a Wire Transfer involves the use of Fedwire, the rights and obligations of Credit Union and Company regarding that Wire Transfer are governed by Regulation J of the Federal Reserve Board as amended or supplemented from time to time.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers.

COMPANY_____	TECHNOLOGY CREDIT UNION
_____	
By_____	By _____
Name _____	Name _____
Title _____	Title _____
Date_____	Date _____

Glossary

“Account” means a checking account or other deposit account the Business Member has with Technology Credit Union that is permitted to be linked to a Service.

“Administrative User” means the Company’s representative designated in the Security Procedures in accordance with Section 6 of the Cash Management Services Master Agreement.

“Agreement” means the Agreement for Wire Transfer, which may change from time to time. All references to the Agreement include all Schedules, and Addendums that the Credit Union provides to the Business Member from time to time.

“Exposure Limits” means the maximum aggregate amount of In-Process Transactions permitted to be outstanding at any time, which amount shall be separately communicated to Company by Credit Union from time to time.

"In-Process Transactions" means the aggregate dollar amount of all Wire Transfer payment orders initiated by Company and in process on any date for which settlement has not occurred.

“OFAC” means Office of Foreign Assets Control which is the office of the Department of the Treasury that administers and enforces economic and trade sanctions against targeted foreign countries, terrorism sponsoring organizations and international narcotics traffickers based on U.S. foreign policy and national security goals. OFAC blocks assets of foreign countries subject to economic sanctions, controls participation by U.S. persons, including foreign subsidiaries, in transactions with specific countries or nationals of such countries, and administers embargoes on certain countries or areas of countries.

“Regulation E” means the regulation published by the Federal Reserve Bank to implement the Electronic Fund Transfer Act mandating consumer rights and obligation with regard to electronic fund transfers.

“Security Procedures” means, unless we agree otherwise with you, the applicable security requirements and procedures for verifying the authenticity of Business Online Banking and standard Wire Transfer requests attached a Schedule to the Cash Management Services Master Agreement.

“Service” means the Wire Transfer Service and features of that service which the Credit Union may provide from time to time to the Business Members.

“Third Party” means someone other than the principals who is not a direct party of the contract, but has an indirect involvement. A Third Party can provide services, such as, but not limited to, software, hardware, or processing.

“Uniform Commercial Code Article 4A (UCC4A)” means the portion of the Uniform Commercial Code which deals with certain funds transfers not subject to the Electronic Fund Transfer Act of Regulation E. This law outlines the protections and responsibilities given to the parties to wholesale credit transactions, and sets the legal standard for commercially reasonable security procedures to be used in conjunction with those transactions.

“Wire Transfer” means an electronic transfer of funds between two Accounts in two financial institutions that have an established agreement. A Wire Transfer guarantees immediate available funds or same day settlement.