Agreement for Wire Transfer Services

This Agreement is made by and between the undersigned customer ("Customer") and RIVERBANK, a Washington chartered commercial bank ("Bank") to provide for the wire transmission of Customer's funds to and/or from Customer-designated account(s).

DEFINITIONS. The following terms have the meanings assigned when used herein:

"Agreement" means this Wire Transfer Service Agreement between Customer and Bank, together with the properly completed and signed forms attached to this Agreement, as they may be amended from time to time.

"Fedwire" means the funds transfer system owned and operated by the Federal Reserve Banks that is used primarily for the transmission and settlement of payment orders governed by the Fedwire Regulation.

"Fedwire Regulation" means subpart B of Regulation J of the Board of Governors of the Federal Reserve System, as amended from time to time.

"Foreign Transfer" means a payment to a bank or other recipient outside the United States. These wire may be completed by a combination of Fedwire, correspondent banks and SWIFT (Society for Worldwide Interbank Financial Telecommunication).

"Repetitive Transfer" means Wire Transfers in which the receiving bank, beneficiary bank, payee, and account are the same for each transfer, and only the transfer date and amount vary.

"Request" means a Customer's request to Bank for a Wire Transfer, or for a cancellation or amendment of a Wire Transfer, made in the name, or having the unique identifier, of Customer as sender requesting that funds belonging to, or under the control of, Customer be transferred to a specified account or beneficiary.

"Security Procedure" means each of the procedures described in the Security Addendum for verifying the authenticity of Requests.

"Wire Transfer" means any transfer described in a Wire Transfer Order from Customer to Bank.

"Wire Transfer Business Day" means any day, other than a Saturday or a Sunday, on which Bank is open for business in Washington. The end of the Wire Transfer business day is determined by a Wire Transfer deadline set by Bank and subject to change from time to time.

"Wire Transfer Order(s)" means the direction from Customer to Bank to make a Wire Transfer, which direction shall be in form and content acceptable to Bank. This will include either a Domestic Wire Transfer Request, or a Foreign Wire Transfer Request or a Request for Repetitive Transfer.

1. Scope

a. *Terms and conditions*. Customer agrees to submit Wire Transfer Requests to the Bank in accordance with the terms and conditions of this Agreement. In all other respects the terms and conditions of Customer's deposit account agreement(s) with the Bank regarding the Customer-designated account(s) that are subject to this Agreement will supplement this Agreement and apply to any such Request. If there is a conflict between such deposit account agreement(s) and this Agreement, this Agreement shall control with respect to Wire Transfers. Customer may also complete a Digital Services Master Agreement if Wire Transfer requests are to be sent through the Bank's Digital Banking system. If there is a conflict between the Digital Services Master Agreement and this Agreement, the Digital Services Master Agreement shall control with respect to Wire Transfers.

b. *Service description*. Customer authorizes the Bank to transfer funds to and/or from any of their accounts as designated in a completed Request. The Bank, subject to its then current security procedures, will execute Wire Transfers in accordance with Requests from authorized customer representatives (Signers on Signature Card) whether such Requests are written, oral, telephonic, or by approved electronic delivery methods (except as mode of Request is limited

by this or any other written agreement with Bank). Funds must be available in the account specified in the Request at the time the Request is made. The Bank will not search for funds in accounts other than the one(s) specified in the Request.

c. *Fedwire notice*. In connection with Customer's use of this service, Bank notifies Customer of the following:

i. Bank may use Pacific Coast Banker's Bank or Fedwire when acting upon Customer's Request.

ii. Any subsequent bank may use Fedwire when carrying out Customer's Request.

iii. The rights and obligations of Bank and Customer in a Wire Transfer intended to carry out Customer's Request, any part of which is carried out through the use of Fedwire, are governed by Fedwire Regulation.

2. Responsibilities

a. *Security*. Customer agrees that the Bank's security procedures recorded on the Wire Transfer Security Addendum attached to this Agreement are commercially reasonable. Customer agrees that Bank will use such procedures to attempt to detect an unauthorized Request prior to accepting Customer's Request. Customer furthermore agrees that any Request acted upon by Bank in compliance with these security procedures, whether or not authorized by Customer, shall be treated as Customer's authorized Request. Customer acknowledges that the Bank reserves the right to change its security procedures from time to time.

b. *Authentication methods*. The Bank will authenticate Requests by verifying signatures. The Bank, also may assign to the Customer one or more confidential methods of authentication (passwords, PIN, codes, tokens) to be used in requesting Wire Transfers. When so assigned, Requests will not be acted upon without use of correct authentication unless signature may be verified in accordance with Bank policy. The Customer has the responsibility of maintaining the confidentiality of such authentication and for notifying the Bank if it is suspected the authentication has been compromised.

c. *Recording and records*. Customer authorizes Bank, at Bank's discretion, to record electronically all telephone calls between Bank and any person acting on Customer's behalf, and to keep those recordings as long as Bank considers it necessary. Customer assumes the duty of obtaining the required consents from its Authorized Representatives for these recordings. If Bank's records about a Request are different than Customer's records, Bank's records will govern. Bank's records include its written records and any recordings about Wire Transfers.

d. *Payment to bank*. Unless otherwise agreed to in writing, Customer must pay Bank the amount of the Wire Transfer, plus any applicable fees, before Bank will execute Customer's Request. Fees applicable to Wire Transfers are posted in the Bank's "Personal Solutions & Pricing Brochure" or "Business Solutions & Pricing Brochure", as applicable, and are subject to change from time to time at the sole discretion of Bank.

e. *Acceptance and execution of request by Bank*. Customer's Request is considered accepted by Bank when Bank executes it. Customer acknowledges that the Bank maintains deadlines for accepting Wire Transfer requests and such request is not effective until a complete, properly authorized request is received by Bank. If Customer's Request is received prior to the deadline it will be executed by Bank that Wire Transfer Business Day. A Customer's Request received after the 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 Bank. No instructions or other restrictions limiting Bank's acceptance of Customer's Request(s) shall be effective unless accepted and agreed to in writing by Bank. However, Bank at its option may elect to act consistently with such instructions or other restrictions which it believes in good faith were made by Customer.

f. *Rejection of Wire Transfer*. Bank has no responsibility to accept any incoming Wire Transfer for Customer's benefit. Likewise, Bank has a right to reject Customer's Request for an outgoing Wire Transfer for reasons including, but not limited to, insufficient funds or insufficient collected funds in the account specified in the Request, Bank's inability to execute the Wire Transfer for the reasons set out in Paragraph 2(l) below, or if Bank is unable to verify the authenticity of Customer's Request. Bank will notify Customer if it rejects the Customer's Request.

g. *Cancellation or amendment of Wire Transfer request*. Customer may not be able to cancel or amend a Request after it is received by Bank. However, Bank may at its discretion use reasonable efforts to act on Customer's Request for cancellation or amendment. However, Bank shall have no liability if such cancellation or amendment is not effected. Furthermore, Customer agrees to indemnify and hold Bank harmless from any and all liabilities, costs, and expenses Bank may incur in attempting to cancel or amend the Wire Transfer.

h. *Repetitive transfers*. If Bank or Customer determines that Requests have become repetitive, Bank may assign a repetitive number to Customer's Request. If Bank does so, Customer may utilize such number as part of an expedited procedure in communicating such Requests to Bank in the future. Bank may execute Requests containing this number.

i. *Erroneous requests*. Customer acknowledges and agrees that when Customer provides Bank 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 Customer. Customer furthermore agrees that its obligation to pay the amount of the Wire Transfer to Bank is not excused in such circumstances. Likewise, Wire Transfers received by the Bank for Customer's benefit may be paid by Bank solely on the basis of account number. Customer agrees that Bank shall not be responsible for any delay arising out of Bank's attempt to reconcile inconsistencies between name and account number, or otherwise investigate suspected irregularities.

j. *Provisional payment*. Credit Bank gives to Customer for a Wire Transfer is provisional until Bank receives final payment for the amount of the Wire Transfer. If Bank does not receive final payment for the Wire Transfer, Customer agrees to refund to Bank the amount of the transfer.

k. *Account statements*. All Wire Transfers will be reflected on Customer's periodic bank statement. In some cases Bank will also notify Customer in writing, electronically, or by a notification produced by one of Bank's information reporting services. Customer should review each statement or other such Bank notice for any discrepancies in connection with Wire Transfers. If Customer thinks a Wire Transfer is wrong or needs more information about a Wire Transfer, Customer must contact Bank in writing upon discovery of the error or within 14 days after Customer receives the first notice or statement which has a discrepancy, whichever is earlier. Failure to do so will relieve Bank of any obligation to pay interest on or otherwise compensate Customer for the amount of an unauthorized or erroneous Wire Transfer.

l. *Method used to make the Wire Transfer*. Bank may select any means for the transmission of funds which it considers suitable, including but not limited to Bank's own internal systems or Fedwire. Bank is not responsible for performance failure as a result of an interruption in transfer facilities, labor disputes, power failures, equipment malfunctions, suspension of payment by another bank, refusal or delay by another bank to accept the Wire Transfer, war, emergency conditions, fire, earthquake, volcanic eruption or other circumstances not within Bank's control.

m. *Authorization changes*. Customer agrees that only those persons authorized on the Signature Card and/or Request for Repetitive Transfer ("Authorization") attached to this Agreement may initiate and/or verify Requests with Bank. Furthermore, wires may be initiated only from the account numbers designated on the Wire Transfer Order. Changes by Customer in any information supplied to Bank or any changes in the designated account numbers or authority of the persons named on the Wire Transfer Order shall not be binding upon Bank until Bank has received actual written notice of the changes and has had reasonable time to implement them.

3. Liability

a. *Duty of reasonable care*. Bank shall exercise good faith and reasonable care in processing Customer's Wire Transfers. Customer shall similarly exercise good faith and reasonable care in observing and maintaining security procedures, in communicating Wire Transfer Requests to Bank, and in reviewing bank statements or notices for any discrepancies. Customer is responsible for ensuring the accuracy of Requests and Bank has no duty whatsoever to verify the accuracy of Requests, nor will it be liable for losses or damages arising out of Requests containing erroneous information.

b. *Liability of Bank*. Bank shall be liable for Customer's lost interest and Customer's expenses directly related to Customer's Request if Bank fails to exercise ordinary care. Bank is not liable in any case for any special, indirect, exemplary, or consequential damages (including lost profits) of any kind. Compensation for loss of interest or use of

funds will be, at Bank's option, in the form of an adjustment to Customer's account(s) to reflect the average balance on Customer's account that would have resulted had no error or delay occurred, or by a direct credit to Customer's account, not to exceed Bank's actual cost of funds for the period and amount in question. The adjustment will be computed on a daily basis.

c. *Liability of Customer*. Customer shall be liable for any loss or damage resulting from Customer's breach of this Agreement or to which Customer's negligence contributed, or which resulted from unauthorized, fraudulent, or dishonest acts by Customer's current and/or former Authorized Representatives/Signers on Signature Card. Such liability includes instances when a current or former Authorized Representative/Signers on Signature Card affects one or more Wire Transfers to Customer's detriment.

4. Foreign Transfers

a. *Additional information*. Foreign Transfers may require additional information that varies by country and the transmission method. That information will be determined at the time of submitting the Foreign Transfer Request and may include currency exchanges, location codes, branch codes, and regulatory codes of the receiving country or other information. Foreign wires are structured transactions dealing with multiple currencies, languages, and time zones that require accurate information to process. Bank will use reasonable efforts to process all Foreign Transfers but cannot provide assurance on timing or completion.

b. *Timing*. Foreign Transfers take longer to complete that domestic Fedwire transactions. Bank will make reasonable effort to initiate wire on same schedule as Domestic Wire Transfers. The Foreign Transfers may process through multiple banks or countries with differing business days, holidays, time zones or may cross the international date line. As such Foreign Transfers may take four or more days to complete if executed accurately. If the Customer notifies Bank of a Foreign Wire not received at the destination by the fifth business day Bank will attempt to trace and retrieve the wire. Bank will not credit any disputed Foreign Wire back to the sending account until such time as the Bank, in its sole discretion, determines the funds are recoverable.

5. General

a. *Amendments*. Bank may amend this Agreement, including the security procedures described below and any of its other Wire Transfer procedures, upon written notice to the Customer.

b. *Waiver and severability*. Bank or Customer may delay exercising their rights without losing them. Any waiver or partial exercise of one right is not a waiver of other rights or the same right at another time. If any provision of this Agreement, or its application to any person or set of circumstances, is held invalid or unenforceable to any extent, the remainder of this Agreement, and the application to any person or set of circumstances, is not impaired or otherwise affected.

c. *Termination*. This Agreement may be terminated in the following circumstances:

i. Either party may terminate this Agreement with or without cause by giving 30 days prior written notice. Such termination shall not affect transfers made prior to receipt and implementation of the termination notice.

ii. Notwithstanding Paragraph 4(c)(i), Bank may terminate this Agreement immediately at any time upon telephone notification to an Authorized Representative/Signers on Signature Card, followed by written notification, if (A) Bank reasonably deems itself insecure, (B) Customer has breached this Agreement, or (C) Bank becomes aware of information which may indicate illegal or improper transactions.

d. *Choice of law*. The rights, duties, and liabilities of parties to this Agreement shall be subject to Uniform Commercial Code Article 4A as in effect in the State of Washington and as amended there from time to time. In all other respects, this Agreement will be subject to the laws of the State of Washington. If any part of a Wire Transfer involves the use of Fedwire, the rights and obligations of Bank and Customer regarding that Wire Transfer are governed by Regulation J of the Federal Reserve Board.

e. *Venue*. Customer irrevocably submits to the jurisdiction of any state or federal court sitting in Spokane County, Washington, and agrees that in any action brought hereunder venue shall be placed in Superior Court for Spokane

County, Washington or the United States Federal District Court for the Eastern District of Washington and that Customer will not claim that such a forum is inconvenient.

f. *Attorney fees*. In the event of litigation concerning the subject matter of this Agreement, the prevailing party's legal fees, court costs, and other related expenses shall be paid by the other party.

g. *Addresses*. Except as otherwise provided, all written correspondence shall be addressed as follows: If to the Bank: RiverBank 202 E Spokane Falls Blvd. Ste 400, Spokane, WA 99202 If to the Customer: at the current address for the customer within the Bank's records.

h. *Attached forms*. This Agreement may include the following properly completed and signed form(s).

☐ *Domestic Wire Transfer Request Form*

☐ *Foreign Transfer Request Form*

☐ *Repetitive Transfer Form*

WIRE TRANSFER SECURITY ADDENDUM

Each time you request a transfer, which is not a repetitive transfer, in addition to following the security procedures below, you must provide:
The **Name and Number** of the transfer-from account to be debited in making the transfer. The receiving beneficiary **Account Name, Address, Account Number**.
The **Account Name, Address and Account Identifying Number (ABA number) of the bank** into which the transfer is to be made, including any Intermediary Bank information, if needed.
The **Amount** of the requested transfer.
Any **additional** reference or further credit information for proper receipt of funds.

SECURITY PRODECURE DESCRIPTION

DELIVERY METHOD	SECURITY PROCEDURE
In-person, secure message, direct call, email or fax transmitted Wire Transfers to Bank Representatives. (Customer may be required to use PIN Generated Wire Transfer Requests to Deposit Support Department & Password Generated Wire Transfer Requests to specified Bank offices and departments.)	Customer or authorized representative requests Wire Transfer in person, by secure message, by phone, email or fax. Bank verifies identity of requesting party and may perform callbacks per Bank policy. Said policy and procedures are confidential and proprietary to the Bank and may change periodically at Bank's discretion.

AGREEMENT FOR WIRE TRANSFER SERVICES AND SECURITY AGREEMENT

I agree that the security procedures for the delivery methods recorded above are commercially reasonable methods of security. I understand that the Bank, at its discretion, may change its security procedures upon written notice to me. I furthermore agree that my continued use of any such changed procedures evidences my agreement to, and acceptance of, the commercially reasonability of such changed procedures.

All account owners/signers for the account referenced for the wire will be authorized for both wires and callbacks unless noted on an attached Wire Transfer Order.

By signing below Customer acknowledges that the information on this form is accurate and further agrees to be bound by all Wire Transfer order requests and callback verifications supplied by the Authorized Representative/Signers on Signature Card set forth above, and by all other terms and conditions set forth in the Agreement for Wire Transfer Services and Security Addendum between Customer and Bank.

OWNER/SIGNATOR AUTHORIZATION

Customer Authorized Signature: _____ **Date:** _____

Printed Name: _____

Title and Company Name (if applicable): _____

Phone Number: _____