

Society for Worldwide Interbank Financial Telecommunications (“SWIFT”) Authorization Agreement

Agreement Type: Single Entity (Requires Addendum A) Multiple Entity (Requires Addenda A and B)

“Request for Transfer” (MT 101/103/202/202 COV)

“Customer Statement Message” (MT 940/942/950/900/910)

This Society for Worldwide Interbank Financial Telecommunications (“SWIFT”) Authorization Agreement (“Authorization Agreement”) is entered between Banc of California (“Banc”) and the deposit account client named below (“Customer”). In addition to the enclosed Addendum or Addenda, this Authorization Agreement may include exhibits, appendices, schedules or similar materials, which form a part of this Authorization Agreement (collectively referred to as “Supporting Documents”). Any reference to this Authorization Agreement shall be deemed to include the Supporting Documents, unless otherwise stated. Unless otherwise agreed, this Authorization Agreement including the Supporting Documents will be deemed accepted by Customer upon provision by Banc of the Services. This Authorization Agreement forms part of the Deposit Account Agreement and Disclosure (“Deposit Agreement”) agreed to by Customer. In the event of conflicts between the terms of this Authorization Agreement and the terms of the Deposit Agreement, the terms of this Authorization Agreement shall prevail.

The Service available under this Authorization Agreement will be accessible to Banc approved Customer deposit accounts (each of which shall be a “Designated Account”), whether currently opened or opened in the future, subject to the terms of the Deposit Agreement. Customer agrees to designate the payment account each time a Transfer Request is initiated (“Payment Account”).

CUSTOMER’S ATTENTION IS DRAWN TO THE ARBITRATION AGREEMENT, VENUE AND APPLICABLE LAW PROVISIONS WITHIN THE DEPOSIT ACCOUNT AGREEMENT AND DISCLOSURE UNDER WHICH MOST CLAIMS MUST BE RESOLVED BY ARBITRATION, AND NOT BY A COURT, JUDGE, OR JURY, AND CUSTOMER WAIVES ANY RIGHT TO BRING OR PARTICIPATE IN ANY CLASS OR REPRESENTATIVE ACTION OR IN MASS ARBITRATION. CUSTOMER MAY OPT OUT OF THE ARBITRATION AGREEMENT BY FOLLOWING THE PROCEDURE SET OUT IN THE ARBITRATION AGREEMENT WITHIN 30 DAYS OF SIGNING YOUR SIGNATURE CARD.

SWIFT MT

1. To the extent made available by Banc and subject to the terms of this Authorization Agreement, Customer may provide instructions to Banc for the payment of funds from Customer’s Payment Account, consistent with instructions authenticated through SWIFT MT 101 “Request for Transfer” service, MT 103 “Single Customer Credit Transfer, or MT 202/202 COV “General Financial Institution Transfer” (“SWIFT MT” or “Transfer Request”) (the “Service”). Customer’s Transfer Request may be submitted directly by Customer or Customer may direct the instructing party (“Instructing Party”) to act as Customer’s representative to provide instructions to Banc, in which case Customer does hereby authorize Instructing Party to act as Customer’s representative for this purpose. The SWIFT MT transmission initiated by the Customer or Instructing Party may be remitted using the forwarding financial institution (“Forwarding Bank”). Each Transfer Request will be deemed a payment order, as defined in Division 11 of the California Commercial Code. Customer is responsible for all Transfer Requests to the fullest extent provided by law and as set forth in this Authorization Agreement.
2. Customer further authorizes Banc to send Customer’s Designated Account information in the SWIFT MT 940 (Prior day balances and transactions), MT 942 (Current day balances and transactions), MT 950 (Prior day balances only), MT 900 (Confirmation of Debit) and MT 910 (Confirmation of Credit) formats, as selected in Addendum A, to Customer or Instructing Party, directly or through the Forwarding Bank, as provided in this Authorization Agreement. The Instructing Party, Account and Forwarding Bank are each identified in Addendum A. SWIFT MT transfers pursuant to this Authorization Agreement will be restricted to domestic fund transfers, transfer requests involving foreign currency transactions will be prohibited.

SWIFT Authorizations

1. Notwithstanding the terms and conditions of this Authorization Agreement or any other authorization, mandate, agreement or course of dealing between Banc and Customer, Banc is requested and authorized to rely upon and act in accordance with any communication which may from time to time be, or purport to be, given through S.W.I.F.T. on Customer’s behalf. Any such SWIFT MT transmission instructing Banc to debit the Payment Account and execute a Transfer Request shall be as if the Transfer Request had been placed directly by Customer. To the extent any Transfer Request involves Instructing Party, Customer unconditionally and irrevocably authorizes Banc to deal directly with the Instructing Party in connection with all matters relating to the Transfer Request. Customer shall ensure that the Instructing Party complies with the relevant provisions of this Authorization Agreement and Customer acknowledges that it is responsible for all acts or omissions of the Instructing Party.
2. Banc shall be entitled to treat any SWIFT MT communication as fully authorized by and binding upon Customer and Banc shall be entitled to take such steps in connection with or in reliance upon such communication as Banc may in its sole discretion consider appropriate, whether such communication includes instructions to pay money or otherwise to debit or credit any account, or as it relates to the disposition or transfer of any funds, up to amounts specified in Addendum A, and notwithstanding any error or misunderstanding or lack of clarity in the terms of such communication.

3. Subject to the Banc's right of refusal as provided in this Authorization Agreement, Banc will have carried out its obligations with respect to the SWIFT MT transmission when Banc has acted consistent with the instructions provided in the SWIFT MT transmission as remitted on Customer's behalf, in which case Customer will be considered to have given consent to the Transfer Request contained in the SWIFT MT transmission.
4. To the extent any Transfer Request involves the Instructing Party, Customer hereby acknowledges, represents and warrants that all necessary internal approvals have been obtained by Customer thereby authorizing the Instructing Party to act on Customer's behalf in the giving of the SWIFT MT instructions to Banc.
5. Customer hereby acknowledges and agrees that all SWIFT MT messages received pursuant to this Authorization Agreement will comply with all format specifications required for use of the SWIFT messaging service.

Right to Refuse or Delay SWIFT MT Transmissions

Notwithstanding anything to the contrary in this Authorization Agreement, Banc has the right in its sole discretion to refuse to act on and execute, or to delay any SWIFT MT Transfer Request for any reason or for no reason, including in the following cases:

1. Incomplete or inaccurate information;
2. Notice by Customer of the withdrawal or termination of the authorization provided under this Authorization Agreement, provided such notice is provided in a time and format that provides a reasonable period of time for Banc to act on such notice;
3. Termination or closing of the Payment Account by either Customer or Banc;
4. Suspected fraud or mistake;
5. Insufficient collected funds in the Payment Account to cover the Transfer Request;
6. If Banc believes or suspects in its sole discretion that the Transfer Request may be in violation of or contrary to any laws, rules or regulations;
7. If Customer is in breach of this Authorization Agreement or Banc reasonably suspects that Customer is in breach of this Authorization Agreement;
8. If Banc or Instructing Party believes or suspects that Instructing Party no longer has the right to give instructions provided under this Authorization Agreement; or
9. Any seizure, charge, pledge, hypothecation, lien, right of set-off, security interest or legal process which effects Customer's ability to access or use the funds in the Payment Account.

In addition, Banc shall be excused from failing to transmit or delay in transmitting a Transfer Request if such transmittal would result in Banc's having exceeded any limitation upon Banc's intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Banc's reasonable judgment otherwise may violate any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority. Customer agrees that Banc will have no liability to Customer or to any other person for any loss, damage or other harm caused by or arising out of any such delay or refusal. If Banc elects to refuse to execute any SWIFT MT Transfer Request instruction, unless such notification would be unlawful, Banc shall promptly notify Customer in the manner agreed between Customer and Banc from time to time, giving its reasons therefore and (if appropriate) the procedure for rectifying any errors.

SWIFT MT 940/942/950/900/910

1. Notwithstanding the terms and conditions of this Authorization Agreement or any other authorization, mandate, agreement or course of dealing between Banc and Customer, Banc is hereby requested and authorized to send to Customer, including direct to Customer or by way of the Forwarding Bank and/or Instructing Party, any information on Customer's Designated Account requested by Customer, the Forwarding Bank and/or the Instructing Bank in the SWIFT MT 940/942/950/900/910 format.
2. Customer hereby acknowledges, represents and warrants that all necessary internal approvals have been obtained by Customer thereby authorizing Banc to send the SWIFT MT 940/942/950/900/910 account information to Customer, the Forwarding Bank and/or the Instructing Party.
3. This authorization for sending SWIFT MT 940/942/950/900/910 account information messages as provided herein may be revoked by Customer at any time upon 10 days prior written notice to Banc.

Responsibility and Liability

1. Banc's duties and responsibilities shall be limited to those set forth in this Authorization Agreement. Subject to the Banc's right of refusal as provided in this Authorization Agreement, Banc shall be deemed to have carried out its obligations under this

Authorization Agreement when it has acted consistent with any Transfer Request set forth in a SWIFT MT transmission. Customer agrees that Banc is responsible only for the use of ordinary care in the receipt and action upon written instructions for the transfer of funds.

2. Except to the extent otherwise required by applicable law or regulation, Banc shall not be liable for (i) any punitive, indirect, consequential or special damages or lost profits or punitive damages, including without limitation any loss of use or loss of business, revenue, profits, opportunity or good will, under any theory of tort, contract, indemnity, warranty, strict liability or negligence, even if Banc has been advised of the possibility of such damages, including without limitation any claims of wrongful dishonor resulting from Banc's acts or omissions under this Authorization Agreement, (ii) the acts or omissions of a contractor, vendor, processor, third party servicer or vendor used by Customer or Banc, or any loss, cost, damage or expense incurred by any person or entity in connection therewith, (iii) Customer negligence or breach of any agreement with Banc, (iv) any error, failure, delay, loss, cost, expense, or damage to Customer in connection with any communication link, software, or any technical computer service, including software installation or de-installation by Customer or Customer's or Banc's use thereof (v) any ambiguity, inaccuracy or omission in any instruction or information provided to Banc; (vi) the application of any government or funds-transfer system rule, guideline, policy or regulation; (vii) the lack of available funds in Customer's account to complete a transaction; (viii) Banc's inability to confirm to its satisfaction the authority of any person to act on Customer's behalf; (ix) Customer's failure to follow any applicable software manufacturer's recommendations or Banc's instructions, (x) any internet sites related to Services or maintained or operated by Banc or the use thereof or the inability to use such sites by any party, or in connection with any failure or performance, error, omission, interruption, defect, delaying in operation or transmission, computer virus or line or system failure, even if Banc, or representatives thereof, are advised or the possibility of such damages, losses or expenses, or (xi) any errors or delays caused by the action of Public Utilities or other institutions whose facilities are used for the transfer of funds. There may be other exceptions to Banc's liability, as stated in the Deposit Agreement or other service agreements with Banc.
3. Except to the extent otherwise required by applicable law or regulation, Banc's liability and Customer's remedy for actual costs and losses resulting from Banc's actions and/or omissions, whether the claim is in contract or tort, will not exceed the lesser of: (i) six times the average monthly charge for Services(s) in question for the three months immediately preceding the cost or loss, or (ii) \$5,000. Any claim, action or proceeding by Customer to enforce the terms of this Authorization Agreement or to recover for any service-related loss must be commenced within one year from the date that the event giving rise to the claim, action or proceeding first occurs. Customer agrees to cooperate with Banc in any loss recovery efforts Banc undertakes to reduce any loss or liability that arises in connection with Services. Customer acknowledges that service fees have been established in contemplation of: (A) these limitations on Banc's liability, (B) Customer's agreement to review statements, confirmations, and notices promptly and to notify Banc immediately of any discrepancies or problems; and (C) Customer's agreement to assist Banc in any loss recovery effort.
4. In consideration of Banc acting pursuant to the authority granted by this Authorization Agreement, and except to the extent otherwise required by applicable law or regulation, Customer agrees to indemnify, defend and hold Banc, its affiliates, licensors, processors, third party contractors and vendors, and their respective directors, officers, shareholders, employees, insurers and agents, harmless from and against any and all claims, loss, damage or liability of any nature whatsoever (including but not limited to attorneys' fees and court costs) arising directly or indirectly out of: (i) the wrongful acts or omissions of Customer, or any person acting on Customer's behalf in connection with Customer's use of Services, including without limitation (a) the breach by Customer of any provision, representation or warranty of this Authorization Agreement, (b) the negligence or willful misconduct (whether by act or omission) of Customer or its agents or any third party on behalf of Customer, (c) any misuse of Services by Customer, or any third party within the control or on behalf of Customer, (d) the failure by Customer to comply with applicable state and federal laws and regulations, or (e) any fine, penalty or sanction imposed on Banc by, any clearing house, or any governmental entity, arising out of or connected with Services; (ii) any act or omission of Banc that is in accordance with this Authorization Agreement or instructions from Customer; (iii) actions by third parties, such as the introduction of a virus that delay, alter or corrupt the transmission of an image or communication to Banc; (iv) any loss or corruption of data in transit from Customer to Banc; (v) any claim by any third party claiming that such third party incurred loss due to Services; or (vi) any claims, loss or damage resulting from Customer's breach of, or failure to perform in accordance with, the terms of this Authorization Agreement. Customer agrees that this obligation to indemnify, defend and hold Banc harmless will apply even if a Transfer Request is subsequently found to have been incorrect or transmitted to Banc on Customer's behalf in error. Customer's indemnification and hold harmless obligation hereunder covers, without limitation, any act or omission of the Forwarding Bank or Instructing Party, acting or purporting to act on Customer's behalf. This indemnity will survive the termination of this Authorization Agreement.
5. Customer agrees that it will not assert any claims against Banc based on theories of negligence, gross negligence, strict liability, misrepresentation, or fraud based on or relating to any communication link, software or Customer's possession or use thereof or any technical computer service. CUSTOMER ACKNOWLEDGES THAT SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. BANC IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN OR TO ANY INFORMATION RESULTING FROM CUSTOMER'S USE OF THE SERVICE. BANC MAKES NO AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING CUSTOMER'S USE OF THE SERVICE AND THE EQUIPMENT, INCLUDING THE WARRANTY OF TITLE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

6. Notwithstanding any other provisions of this Authorization Agreement, Banc shall not have any responsibility or liability for any failure, error, malfunction or any delay in carrying out any of its obligations under this Authorization Agreement if such failure, error, malfunction or delay results from events due to any cause beyond its reasonable control, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes, stoppages of labor or industrial action of any kind, riots, insurrection, war or acts of government, power or equipment failure (including that of any common carrier, transmission line or software), emergency conditions, adverse weather conditions or any other factor, medium, instrumentality, condition or cause. Banc will not be liable or responsible for the acts or omissions of any other financial institution or any third party or for any inaccuracy or omission in a notice or Transfer Request received by Banc from Customer, another financial institution, or any other third party. Customer acknowledges Banc provides multiple means to monitor Transfer Requests and at any given time, one or more methods to monitor wire transfers may be unavailable. It is Customer's responsibility to monitor the status of Customer's Transfer Requests.

Communications

1. Except as otherwise provided in this Authorization Agreement, all notices and other communications by Customer to Banc regarding the Service shall be in writing and sent via secured message from Banc's Business Online portal. Any notice or communication to Banc will be effective when Banc has actually received, and has had a reasonable time to act on it. At its discretion, Banc may rely on notices or instructions sent to Banc via an alternate electronic transmission as though they are originals. Without limiting the foregoing, Banc is entitled to rely on any notice or instruction believed by it in good faith to be genuine or to have been signed or authorized by an Authorized Representative of Customer.
2. Notices to Customer may be mailed or sent to Customer electronically at the statement, email or mailing address shown for Customer in Banc's deposit or Service records. Any notice or communication to Customer will be effective when sent by Banc, or as otherwise stated in the notice or communication. Certain notices may be provided to Customer by Banc by telephone, facsimile or by electronic transmission at the telephone number, facsimile number, email address or other location or number as shown on Banc's records.
3. Any person identified by Customer in the Supporting Documents or so designated by any subsequent notice delivered to Banc may receive information, communications and notices regarding Services, and is authorized to transact all business, make all agreements and sign and deliver all documents in connection with Services. If the identity of such a person changes, Customer will promptly notify Banc. Banc will have a reasonable time after receipt of a notice or other communication to act on it.

Termination

1. The terms and conditions of the authority granted under this Authorization Agreement shall remain in full force and effect unless and until (i) terminated by Banc at any time in its sole discretion; (ii) Banc has received from the Instructing Party or from Customer a notice of revocation in writing upon which Banc has a reasonable time to act in accordance with such notice of revocation; (iii) the Instructing Party ceases to be a SWIFT registered member, as applicable; or (iv) where SWIFT, in exercise of its rights under a SWIFT agreement, has required either party to terminate this Authorization Agreement.
2. Upon termination of this Authorization Agreement for any reason Customer's right to request Banc to process a SWIFT MT transmission shall cease with immediate effect and Banc shall not be required to take further action, but may in its sole discretion elect to act, with respect to any pending unexecuted instructions received from Customer or on Customer's behalf, even if received prior to the date of termination.
3. Customer's obligations under this Authorization Agreement shall survive termination of this Authorization Agreement, including with respect to any act performed by Banc pursuant to this Authorization Agreement before or after termination.
4. All terms of this Authorization Agreement, including the indemnity and hold harmless provisions, which are intended to survive termination of this Authorization Agreement, will survive any such termination.

Security Procedures and Verification

1. All instructions transmitted by Customer or Instructing Party on Customer's behalf to Banc using the Service shall be subject to the security protocols provided within the SWIFT network ("SWIFT Security Protocols") and the SWIFT Security Protocols will be deemed the "Security Procedures". SWIFT MT instructions received by Banc via SWIFT that appear to have been initiated by Customer or Instructing Party on Customer's behalf will be deemed to give full and unconditional authority to Banc to carry out or act upon any SWIFT MT instruction (including, in the case of a payment instruction, debiting the Payment Account specified in that instruction), and Banc shall not be bound to inquire as to the authenticity of any such instruction or SWIFT MT message unless Banc has received prior notification from Customer or Instructing Party that the instruction was unauthorized and provided Banc receives such notice in a time and manner to enable Banc to respond prior to executing the subject SWIFT MT instruction. Notwithstanding the foregoing, all funds transfers, bill payments or payment orders initiated by Customer through a payment order or instruction communicated to Banc via any channel other than SWIFT MT transmission messages shall be governed exclusively by the terms and conditions of the Banc's agreement governing the applicable channel as entered into between Customer and the Banc and shall be subject to the security procedures agreed to by Banc for all funds transfers, bill payments or payment orders in such agreements.

2. Before using the Service and before sending a Transfer Request to Banc, Customer will review the Security Procedures and determine whether they will provide a commercially reasonable method for verifying whether a Transfer Request is that of Customer. Customer agrees not to use the Service if Customer is unable to determine that the Security Procedures will provide a commercially reasonable method for verifying that a Transfer Request is Customer's. As part of the review, Customer will consider the size, type and frequency of Transfer Requests Customer will make or anticipates making, along with such other factors as Customer may deem relevant or appropriate. If the size, type or frequency of a Transfer Request made by Customer changes such that the Security Procedures in use by Customer no longer provide a commercially reasonable method of providing security against unauthorized Transfer Requests, Customer shall notify Banc. Customer hereby confirms that the Security Procedures are **COMMERCIALY REASONABLE** in light of the Customer's circumstances and requirements and the size, type and frequency of transactions contemplated by Customer using the Service. Customer agrees that Banc will use the Security Procedures to verify the authenticity of a Transfer Request, but that the Security Procedures are not designed to and are not used for the purpose of detecting error. Banc may offer to Customer or require Customer to use additional security authentication tools or methods from time to time. If Customer chooses not to implement supplemental authentication tools, Customer's access to some or all of Services may be limited. The term "Security Procedures" will include any supplemental authentication tools that are offered to Customer by Banc. Customer's continued use of any modified Security Procedures will evidence Customer's agreement that the modified Security Procedures are commercially reasonable for Customer's use of the Service. If Banc acts on a Transfer Request in compliance with the Security Procedures, then Customer will be obligated on the Transfer Request and it will be treated as Customer's Transfer Request, whether or not authorized by Customer. Any Transfer Request received by Banc will be treated as Customer's and will bind Customer whether or not Banc complied with the Security Procedures, if the Transfer Request is authorized by Customer, if the Transfer Request is delivered to Banc directly or indirectly by any authorized representative of Customer ("Authorized Representative"), or if Customer would otherwise be legally bound by the Transfer Request, regardless of whether the Transfer Request was erroneous in any respect or that any loss would have been prevented if Banc had complied with the Security Procedures. Customer will use and safeguard Services, Security Procedures, and Supporting Documents in accordance with this Authorization Agreement. In connection with Customer's safeguarding obligations, Customer will implement and maintain physical, technical, and administrative controls and procedures sufficient to prevent impermissible or unauthorized access to or use of the Service, the Supporting Documents, or any part of the Security Procedures. Customer assumes all risks associated with disclosure of any part of the Security Procedures, including a Security Procedure to its employees. Customer agrees to limit disclosures of Security Procedures to those employees or agents Customer will authorize to access Services on Customer's behalf, or who have a specific need to know. Customer agrees to follow all requirements and guidance that may be outlined in the Supporting Documents. Customer agrees to promptly change security codes and level of authority, as applicable, in the event of any change in personnel or when reasonably prudent to do so. Banc is not obliged to act on a Transfer Request that is not transmitted in accordance with the Security Procedures. Banc may act on an incomplete Transfer Request at its sole discretion, including but not limited to if in Banc's reasonable opinion, it contains sufficient information. Banc has no duty to discover, and shall not be liable for, errors or omissions made by Customer or the duplication of any Transfer Request by Customer. If Banc takes any action not provided in the Security Procedures in connection with any Transfer Request, such additional action shall not be deemed to become a mandatory part of the continuing Security Procedures.
3. Upon receipt of a SWIFT MT transmission, the Banc is authorized and directed to execute, pay, and/or act upon such instruction pursuant to its terms and this Authorization Agreement, without need of any further inquiry to Customer (or, as applicable, the Instructing Party), and to debit the Payment Account from which the SWIFT MT instruction is to be effectuated. Customer shall be obligated to immediately pay Banc the amount of each SWIFT MT instruction processed by Banc as provided therein, whether or not such instruction was in fact authorized by the Customer (or the Instructing Party). Customer authorizes Banc to debit the Payment Account for all SWIFT MT instructions for payment, immediately and without demand or notice. **THE BANC SHALL HAVE NO OBLIGATION OR RESPONSIBILITY TO DETECT ERRORS CONTAINED IN ANY INSTRUCTION, AND CUSTOMER CONFIRMS THAT THE SECURITY PROCEDURES ARE NOT DESIGNED TO DETECT ERRORS.**
4. Notwithstanding any provisions herein to the contrary, Banc may refrain (but will not be required to refrain) from executing a SWIFT MT instruction if Banc believes that it may not have been authorized by the Customer or that there may be a security breach with respect to any account(s) affected thereby.
5. Customer shall (and, as applicable, shall procure that the Instructing Party shall) be solely responsible for putting in place adequate controls to monitor the use of the Service and to restrict access to the Service to those authorized by it for its own security. Customer acknowledges that Customer's (and, as applicable, the Instructing Party's) systems will from time to time be under threat from viruses and other intrusive devices which may have a deleterious effect on their operation. Customer shall be responsible for taking all appropriate and necessary measures for the protection of its own (and, as applicable, the Instructing Party's) systems and equipment from any such intrusion whether via the Service or otherwise and the Banc shall not be liable for any loss or damage caused thereby.
6. Customer shall not (and, as applicable, shall procure that the Instructing Party shall not) by any act or omission prejudice the security of the Service (and shall ensure that its employees and other agents and representatives do not do so).

7. If Customer knows or suspects that its (or, as applicable, the Instructing Party's) security with respect to the use of or access to the Service has been compromised in any way including any loss or disclosure of any password or other relevant security device or Security Procedure, or there has been misuse of the Service or any breach of Customer's obligations hereunder, Customer shall notify Banc without delay as provided in this Authorization Agreement.
8. Customer shall (and, as applicable, shall procure that the Instructing Party shall) fully and promptly co-operate with any steps taken by Banc to investigate and/or rectify any apparent or suspected breach or compromise of the security of the Service, including providing such further information regarding the apparent breach Banc may request.

Processing

1. Customer authorizes Banc to debit the Payment Account or any other account maintained by Customer at Banc for the amount of the Transfer Request plus any fees or other amounts due Banc in connection with the Services. Customer agrees to maintain sufficient available funds (as determined under Banc's funds availability policy) in the Payment Account to cover all Transfer Requests and applicable fees, or such higher amounts as Banc may specify from time to time. Customer acknowledges that Banc does not control intermediary banks, including intermediary banks chosen by Banc, and that Banc does not control whether intermediary banks deduct fees as part of the processing of a funds transfer. Customer agrees that Customer's funds may be held by Banc for a period of time during the term of this Authorization Agreement and following termination of the Services, to protect Banc against any possible losses relating to the use by Customer of the Services. If Banc does hold funds, Banc may treat the held funds as not available for other purposes, and reject other transactions (for example, checks or other transfer instructions). Banc may, at its sole discretion, allow overdrafts/overlimits or negative balances, but Banc also may discontinue the practice at any time with or without prior notice to Customer. Banc may prevent or reverse any payments or other service as a means of preventing or recovering any overdrafts or other exposures. If Customer does not have sufficient or available funds or credit in the Payment Account, Banc may charge any account of Customer's with Banc. Alternatively, and at Banc's sole discretion, Banc may overdraw Customer's Payment Account and Customer may be charged an overdraft or other fee (such as fees for returned checks or other electronic items), such overdraft and fee(s) Customer agrees to immediately pay Banc. Nothing in this Authorization Agreement shall be construed as Banc's commitment or obligation to lend Customer money.
2. All Transfer Requests must be provided to Banc, which may be required to be in a form prescribed by Banc. Customer assumes the sole responsibility for providing Banc with accurate transaction information in the form and format that Banc requires. Banc is not responsible for confirming such information, or for failing to detect and reject duplicate Transfer Requests. If Customer provides Banc with a Transfer Request that is incorrect in any way, Customer agrees that Banc may charge Customer's accounts for the transaction whether or not the error could have been detected by Banc. Banc is not obligated to detect errors in Customer's transfer or payment instructions. Banc may choose the funds transfer mechanism (for example, FedWire, correspondent bank transfer) to be used when acting on a Transfer Request.
3. If a beneficiary of a Transfer Request is identified by both name and identifying or account number, payment may be made by Banc and by any other financial institution based on the identifying or account number even if the name and the 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 bank routing number, Banc and other financial institutions may rely on the bank routing number even if the name and the bank routing number are not consistent or identify different parties.
4. Customer acknowledges that credit for a payment order is provisional until the receiving financial institution obtains final settlement. Customer agrees that when Banc gives Customer credit for an incoming payment order, including but not limited to, returned credited transactions or credit reversals, it is provisional until Banc receives final settlement for the payment order. 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. Banc may delay availability of provisional funds at its discretion. If Banc does not receive final settlement, Customer must return the funds previously credited to Customer's account to Banc, and the person who sent the payment order will not be treated as having paid Customer. Banc 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 Banc believes in its sole discretion that there may not be sufficient funds in Customer's account to cover chargeback or return of such transaction.
5. Any instructions not approved by the applicable deadline for that date will not automatically process the following business day. If an instruction is not received by the Banc's applicable deadline for the applicable business day, a new instruction will be required the following business day. For the purpose of this Authorization Agreement, Banc's business days are Monday through Friday, excluding Saturdays, Sundays, bank holidays, and any other day that Banc chooses to be closed.
6. If Customer informs Banc that it wishes to recall, cancel or amend a Transfer Request after it has been received by Banc, Banc may, but will not be required to, use its reasonable efforts to assist Customer to do so, but shall not be liable for any loss, cost or expense suffered by Customer if Banc does not, or is unable to, amend, cancel or recall the Transfer Request. Customer hereby agrees to indemnify Banc against any loss, liability, claim or expense (including legal fees) it may incur in connection with assisting Customer to recall, cancel or amend any Transfer Request.

Reconciliation

Banc may provide confirmation of advice based on the request of Customer and in any case shall include the transfer as part of the account statements provided by Banc to Customer. Customer may also elect to receive a daily customer statement. Customer agrees to examine the confirmations, daily customer statements and monthly account statements promptly upon receipt or availability, whichever occurs first. Customer shall notify Banc immediately and in no event later than fifteen (15) days after receipt or availability, whichever occurs first, of the advice or statement of the existence of any errors, unauthorized transactions or irregularities reflected on the confirmation or account statement. Failure to notify Banc within fifteen (15) days shall relieve Banc of responsibility for errors, unauthorized transactions or irregularities that may arise after the 15th day. Failure to notify Banc within one year shall preclude Customer from asserting the errors, unauthorized transactions or irregularities against Banc. Notwithstanding the foregoing, Banc reserves the right to, in its sole discretion; adjust transaction records for good cause after the expiration of said one year period.

Additional Customer Representations and Warranties

1. Customer's Payment Account is a commercial account (not primarily established for personal, family or household purposes), in addition to any other representations and warranties provided by Customer, Customer represents and warrants to Banc that:
 - a. It is duly organized and validly existing, and is in good standing in every jurisdiction where required;
 - b. It has the authority to execute and deliver this Authorization Agreement;
 - c. The officers executing and delivering this Authorization Agreement and for and on behalf of Customer, are duly authorized to do so;
 - d. Any consent, authorization or instruction required in connection with this Authorization Agreement has been provided by any relevant third party; Banc may rely upon the authority of each Authorized Representative for all purposes until Banc has received written notice acceptable to it of any change from an Authorized Representative and Banc has had a reasonable time to act thereon (after which time it shall rely upon the changed version);
 - e. Any act required by any relevant governmental or other authority in connection with this Authorization Agreement has been or will be done (and will be renewed if necessary);
 - f. Its performance of this Authorization Agreement and use of Services will not violate any applicable law, regulation or other requirement; and
 - g. Unless otherwise agreed to in writing by Banc, the Payment Accounts established by Customer with Banc and Customer establishes or uses in connection with the Services will only be used for business purposes and not for personal, family or household purposes.
2. Customer expressly acknowledges that this Authorization Agreement is a legal, valid and binding obligation. Further, that Banc, in accepting this Authorization Agreement, is acting and relying upon the foregoing representations and warranties.

Compliance

1. Customer shall comply with all laws, rules, and regulations applicable to Customer, to Customer's business and operations, and to Customer's use of the Services, including without limitation, the prohibitions applicable to illegal internet gambling as well as the Office of Foreign Assets Control sanctions and regulations.
2. This Authorization Agreement and the Services are not intended to relieve Customer of any obligation imposed by law or contract regarding the maintenance of records or from employing adequate audit, accounting and review practices as are customarily followed by similar businesses. Customer agrees to retain and provide to Banc, upon request, all information necessary to remake or reconstruct any transmission until one year following receipt by Banc of the transmission affecting an account.

Data Protection

Customer shall (and, as applicable, shall procure that the Instructing Party shall) comply with all relevant data protection and privacy laws and regulations when using the Service. If Customer (or, as applicable, the Instructing Party) accesses the Service from any country outside the United States of America, then it shall be the Customer's (and, as applicable, the Instructing Party's) responsibility to take all appropriate measures to ensure that personal data is processed in accordance with the provisions of the United States of America and the state(s) the Banc operates in (and any amendments or replacement thereof) as if the same were applicable and also in accordance with the relevant laws and regulations applicable in the country in question.

Fees

Customer agrees to pay to Banc all fees for the Service, as provided in schedules made available to Customer upon request. Banc may increase, alter, add or otherwise change fees and other amounts payable under this Authorization Agreement at any time upon notice to Customer. Unless other arrangements are made for payment of the fees, Banc will automatically debit the Payment Account maintained by Customer with Banc in the amount of the fees. If there are insufficient funds in the Payment Account to fully pay Banc the fees associated with the Service, Customer authorizes Banc to debit, without notice, any other account maintained by Customer with Banc.

Third Parties

1. Customer acknowledges and agrees that Banc may arrange for the Services to be performed or provided by third parties, including but not limited to its affiliates. Customer further agrees that any such party is a third party beneficiary of this Authorization Agreement and as such is entitled to rely on, and avail itself of, the provisions of this Authorization Agreement as if it was Banc, including, without limitation, the limitations on liability and the indemnities described in this Authorization Agreement. Banc's ability to provide certain services may be dependent upon Banc's ability to obtain or provide access to third party networks. In the event any third party network is unavailable or Banc determines in its sole discretion, that Banc cannot continue providing any third party network access, Banc may discontinue or suspend the related Service. In such situations, Banc will have no liability for the unavailability of access.
2. To the extent Customer authorizes a third party to access Services on Customer's behalf Customer will be solely responsible and liable for all actions and inactions of said third party. Customer expressly assumes the risks associated with providing Service access rights to its agents or third party vendors, including but not limited to the risk of unauthorized or erroneous transactions. Banc will not be responsible, nor have any liability whatsoever for any services Customer receives from Customer's agents, or third party vendors. Banc reserves the right to require Customer to agree to additional terms and conditions as a condition precedent to Customer's use of any agent or third party vendor in connection with Customer's access to Services.

Security Interest

To the extent not prohibited by applicable law, Customer grants Banc a security interest in Customer's accounts to secure the repayment of any obligation that Customer incurs under this Authorization Agreement. The security interest provided under this Authorization Agreement is in addition to any other security interest Banc may have in Customer's accounts or other assets.

Severability

Even if a provision of this Authorization Agreement is held to be invalid, illegal or unenforceable, the validity, legality, or enforceability of the other provisions of this Authorization Agreement will not be affected or impaired by such holding.

Miscellaneous

1. Banc is authorized (but is not obligated) to record electronically and retain telephone conversations between Customer (including its purported Authorized Representatives) and Banc. Accordingly, Customer agrees on behalf of itself, its employees and agents that Banc may monitor and record Customer's telephone and electronic communications in connection with Services at any time, without further notice. Banc and Customer hereby agree that Banc may produce the telephonic or electronic recordings or computer records as evidence in any proceedings brought in connection with this Authorization Agreement and Customer hereby acknowledges the validity and enforceability of such telephonic or electronic recordings.
2. No party's failure or delay in exercising any right or remedy under this Authorization Agreement will operate as a waiver of such right or remedy, and no single or partial exercise of any right or remedy under this Authorization Agreement will preclude any additional or further exercise of such right or remedy or the exercise of any other right. No waiver by either party of any breach of this Authorization Agreement will operate as a waiver of any prior, current or subsequent breach. No waiver will be effective unless made in writing.
3. Banc may assign its rights and delegate its duties under this Authorization Agreement to an affiliate or to a third party. Customer may not assign any right or delegate any obligation under this Authorization Agreement without Banc's prior written consent.
4. This Authorization Agreement constitutes the final and complete agreement between Banc and Customer with respect to Services, and supersedes all other oral or written agreements, understandings and representations with respect to the subject matter hereof. Banc may amend (add, delete or change) the terms of this Authorization Agreement, including applicable fees. Banc may make such amendments, additions, changes or deletions, at any time and at Banc's sole discretion. Banc will notify Customer of the change as soon as reasonably practicable after it is implemented, which notice may be given electronically. Customer's continued use of Services will evidence Customer's consent to any amendments, including additions, changes or deletions.
5. This Authorization Agreement is binding upon and shall inure to the benefit of Banc and Customer and their respective successors and assignees.
6. Banc may cause the Service to be temporarily unavailable to Customer, either with or without prior notice, for security or other reasons, and Customer acknowledges that factors beyond Banc's reasonable control, such as telecommunications failure or equipment failure, may also cause the Service to be unavailable to Customer. In such event, Customer must make alternative arrangements for scheduled transactions and Customer will be responsible for maintaining procedures and facilities to enable Customer to do so if the Service is unavailable to Customer.
7. Customer acknowledges that any Transfer Request executed by Banc will be subject to rules and regulations applicable to payment orders, including recordkeeping and information transmittal requirements under the federal Bank Secrecy Act and its implementing regulations. Customer acknowledges and agrees that Banc may capture and transmit information regarding a Transfer Request (for example, beneficiary's name, address other beneficiary identifies and beneficiary's account number) as



part of the processing of a payment order. Customer agrees to assist Banc in connection with any requirements imposed on Banc fulfilling Banc's obligations in this regard.

Electronic Acceptance

This Authorization Agreement may be executed in any number of counterparts. If signed in two or more counterparts, each will be deemed an original and such counterparts together will constitute one instrument. Customer and Banc agree that this Authorization Agreement may be electronically accepted. This Authorization Agreement may be provided to Customer and Banc through such things as hyperlinks or "click-through" agreements made available electronically. Customer's and Banc's signature and agreement may be obtained electronically and includes mouse clicks, key strokes, use of passwords or other authentication systems, or as is otherwise set forth in the particular electronic communication. Customer and Banc agree not to contest the authorization for, or validity or enforceability of, this Authorization Agreement in electronic form, or the admissibility of copies thereof, under any applicable law. This Authorization Agreement (and any signatures thereon), if executed using electronic signatures, shall have the same force and effect as manually-signed originals and shall be binding on all parties hereto. Signing this Authorization Agreement with electronic signatures satisfies any requirement under applicable law or regulation for a contract, agreement, file, record or signature to be intentionally reduced to a tangible writing or otherwise be "in writing", "a writing", or "written" (or using any term similar to "in writing" "a writing" or "written") and may be treated as an original for all purposes. If this Authorization Agreement is introduced as evidence on paper in any judicial or other proceedings, it will be admissible to the same extent and under the same conditions as other documentary business records. Once signed, this Authorization Agreement may be transmitted by facsimile, digital image, email transmission of a scanned image, DocuSign, or other electronic means. Any party may also require that this Authorization Agreement (or any related document) be confirmed by a manually-signed original thereof; provided, however, the failure to request or deliver same shall not limit the effectiveness of any document so executed or transmitted.

Agreed to and accepted, effective: _____

- If checked, executed as duly appointed authorized agent(s), agreed to and accepted by and on behalf of each Customer identified in Addendum A and, as applicable, Addendum B to this Authorization Agreement, as amended by Banc from time to time. Each Customer separately agrees to the terms of this Authorization Agreement with Banc.
- If checked, executed as duly appointed officer(s) **and** authorized signor(s), agreed to and accepted by and on behalf of each Customer identified in Addendum A and, as applicable, Addendum B to this Authorization Agreement as amended by Banc from time to time. Each Customer separately agrees to the terms of this Authorization Agreement with Banc.

Customer

<p>_____</p> <p>Customer</p>	<p>_____</p> <p>Printed Name</p>
<p>X[ACCEPTANCE ON FILE]</p> <p>_____</p> <p>Signature</p>	<p>_____</p> <p>Title</p>
	<p>_____</p> <p>Date</p>

Banc of California (Swift Code: SQARUS33)

<p>X[ACCEPTANCE ON FILE]</p> <p>_____</p> <p>Signature</p>	<p>_____</p> <p>Printed Name</p>
	<p>_____</p> <p>Title</p>
	<p>_____</p> <p>Date</p>

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