

Funds Transfer Agreement

Customer acknowledges that any payment order executed by the Bank 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 the Bank may capture and transmit information regarding Customer (Customer's name, account number, address), and regarding any beneficiary (Beneficiary's name, account number, and address) as part of the processing of the Payment Order. Customer agrees to assist the Bank in connection with any requirements imposed on the Bank in fulfilling the Bank's obligations in this regard.

1. Customer ("You") authorize **First Commercial Bank (USA)** ("us") to make the funds transfer described on the reverse side of this form.
2. You agree to hold us harmless from any loss if your instructions are incomplete, ambiguous or incorrect. We are not required to seek clarification from anyone regarding ambiguous instruction. If we cannot complete a transfer (e.g. because of an ambiguity), we will notify you orally or in writing by the Execution Date.
3. If you identify the Beneficiary, the Beneficiary Bank of an intermediary Bank by name and number, payment of the order may be made based on the number alone, even if it identifies a person or bank different from that shown on the front of this form.
4. We may transfer funds through an intermediary Bank or funds transfer system which is different from that shown in your instructions.
5. If we receive your Payment Order after our processing cutoff hour (12:00 p.m. Pacific Standard Time) or on a Saturday, Sunday or holiday, we may process it on the next funds transfer business day. (For the date your payment order will be issued by **First Commercial Bank (USA)**, refer to the Execution Date.) A delay may also occur if the Beneficiary or intermediary bank is not accepting payment orders (e.g. due to a local holiday).
6. You do not have a right to cancel or amend your Payment Order after the wire has been sent. You agree to hold us harmless from all claims and damages, however, if we attempt (successfully or otherwise) to comply with any cancellation or amendment request.
7. If your funds transfer is made from an account with us, it will be reflected on your next periodic statement. You will not receive any additional receipt or notice regarding your transfer. You agree to notify us immediately if you notice any discrepancy between your statement and this payment order of if you discover a problem with your transfer. If you fail to do so within 14 calendar days, we will not have to pay you interest on any amount refundable to you before we learn of the problem.
8. Foreign funds transfers may be subject to delays, charges imposed by other banks, and changes in foreign currency exchange rates.
9. We will not be liable for consequential, special or exemplary damages or losses of any kind. We will not be liable for any failure to act or delay due to: a lack of sufficient available funds in your account; circumstances beyond our control; fire, flood or natural disasters, communication failure; labor disputes; any inaccuracy or ambiguity in your instructions, the action or action of others; or any applicable government or funds-transfer system rule, policy or regulation.
10. In the event of a discrepancy between the English language portion on the one hand and the Chinese language portion on the other hand, the English version shall govern.

Definitions: Please refer to the definitions of these terms when completing the wire transfer form.

Originator: Originator means the requestor of the first payment order in a funds order (wire transfer). It is the person giving the wire instructions.

Bank: Bank is a commercial bank or trust company, a private bank, a savings and loan, a credit union, a thrift organization under the laws of any States or the United States; a foreign bank organized under foreign law.

Intermediary Bank: An intermediary Bank is a receiving bank other than the Originator's Bank or the Beneficiary's Bank. It is a bank that receives a payment order with instructions to transmit it to the beneficiary's bank or another intermediary bank.

Beneficiary: Beneficiary means the person to be paid by the beneficiary's bank.

Beneficiary's Bank: Beneficiary's Bank means the bank identified in a payment order in which an account of the beneficiary is to be credited pursuant to the order or which otherwise is to make payment to the beneficiary if the order does not provide payment to an account.

Execution Date: Execution Date of a payment order means the day on which the receiving bank (**First Commercial Bank USA**) issues a payment order in execution of the originator's order.