NewOmniBank

Section I: Originator Information 匯款人資料

Branch		**Sequence #**	
Order Date 日期		**Amount 匯款金額**	$
Legal Amount 大寫金額			
Origination's Name 匯款人姓名		**Originator's AC Number 匯款人帳號**	
Originator's Address (Street/City/State/Zip Code/Country) 匯款人地址			

Section II: Beneficiary Information 收款人資料

Beneficiary's Name 收款人姓名		**Beneficiary's Account Number 收款人帳號**
Beneficiary's Address (Street/City/State/Zip Code/Country) 收款人地址		
Beneficiary's Bank 收款人銀行		**Beneficiary's Bank Routing Number 收款銀行代碼**
Beneficiary's Bank Address (Street/City/State/Zip Code/Country) 收款銀行地址		
Intermediary Bank (If Applicable) 中介銀行	**Intermediary Bank's ABA# 中介銀行代碼**	**Execution Date (If Different From Order Date) 匯款日期如與以上日期不同**
Special Instructions 特別指示		
Purpose of Wire (Required) 匯款用途 (if beneficiary resides in a NCCT or high-risk country, attach additional supporting documents, e.g., invoice, billing, correspondence, L/C, etc.)		

Section III: Payment Method 付款方法

Withdraw From	**Checking** ☐	**Savings** ☐	**Time Deposit** ☐	**Loan** ☐
	#	**#**	**#**	**#**

I authorize New Omni Bank, National Association to use any means for the transmission of funds that it may consider suitable and release New Omni Bank, National Association from responsibility for any inaccuracy, interruption, or delay in transmission, or for claims occasioned by any circumstances beyond its control. I certify that the information contained herein is true, complete, and accurate, and of my own personal knowledge. By signing this transmission order form, I acknowledge that I have read, understood and accepted the terms and conditions attached herewith.

Originator/ Authorized Signer	**Signature**		**Signature**	
	Name and Title		**Name and Title**	

FUNDS TRANSFER AGREEMENT

1. **Funds Transfer Service.** New Omni Bank, N.A. ("Bank") hereby offers its Client and Client hereby accepts the funds transfer service described in this Agreement (the "Funds Transfer Agreement"). A funds transfer is a series of transactions which begin with an originator's payment order, made for directing payment to the beneficiary of the order. Client may submit funds transfer requests ("Requests") to Bank in accordance with the terms and conditions of this Funds Transfer Agreement (Agreement). A "Request" includes a "payment order," as defined in Division 11 of the California Commercial Code. A "Request" excludes any transaction if any part of the transfer is covered by the Electronic Fund Transfer Act. Client is responsible for all Requests to the fullest extent provided by law and as set forth in this Agreement.

2. **Transmission.** All Requests must be provided to Bank, which may be required to be in a form prescribed by Bank, presented either in-person, by facsimile to the number approved by Bank, or secure e-mail to the Email address approved by Bank. If Client will communicate Requests using the Bank's Online Banking Service, all Requests must also be consistent with the separate Online Banking Service Description.

3. **Account Designation.** Client authorizes Bank to debit its designated account, or any other account maintained by Client at Bank, for any fees or other amounts due Bank in connection with the Services. Bank's funds transfer fees are subject to change.

4. **Funds Transfer Requests.** Client, through their authorized representatives listed on Schedule A attached hereto and incorporated herein, may submit funds transfer requests in accordance with the terms and conditions of this Agreement. Subject to security procedures, all Requests must be provided to Bank, which may be required to be in a form prescribed by Bank, presented either in-person, by facsimile to the number approved by Bank, or secure Email to the address approved by Bank. If Client will communicate Requests using the Bank's Online Banking Services, all Requests must also be consistent with separate Online Banking Service Description(s). Funds must be available in accordance with Bank's funds availability policy in the account specified in the Request at the time the request is made. Bank may choose, at its sole discretion, the funds transfer mechanism (for example, Fedwire, correspondent bank transfer, internal transfer, letter) to be used when acting upon a Client's Request.

5. **Security Procedures.** For wire transfer not requested in person, a Funds Transfer Agreement with security procedures set forth in Schedule A must be executed and on file. As a security procedure, New Omni Bank may verify that you authorized this payment order by calling you to confirm that you made this request. You agree that this "callback" security procedure is commercially reasonable and meets your security requirements. We are not liable for our refusal to honor any payment order if we can't conclude ourselves that you requested the payment order. If Bank acts on a Request in compliance with the Security Procedures, then Client will be obligated on the Request and it will be treated as Client's request, whether or not authorized by Client. The security procedures may be changed by Bank from time to time.

   Bank may, but is not obligated to, record electronically any telephone calls between Bank and Client or persons acting on Client's behalf, and may keep these recordings for as long as Bank wishes. Client must obtain the consent of its Authorized Agents (the person authorized to act on Client's behalf) to such recording. Client agrees that these recordings, and any other message (including telecopier or facsimile messages) received by Bank, will be treated as writings signed by Client, and will control in the event of any difference with the records of Client.

6. **Acceptance and Execution of Requests.** A Request is considered executed when Bank executes it. A Request must be received by Bank prior to Bank's cut-off time for funds transfer requests to be executed on the same day. The Bank's current cut-off time is 12:00 p.m. PST on business days (Monday through Friday excluding holidays), but subject to change without notice. A request received after 12:00 p.m. PST will be executed the next business day. Client may not be able to amend or cancel a Request after the Request has been received by Bank. Bank may at its discretion use reasonable efforts to act on Client's request for amendment or cancellation, but will not be liable if it does not amend or cancel a Request. Furthermore, Client will indemnify and hold Bank harmless from any and all liabilities, costs and expenses Bank may incur in its amendment or cancellation efforts.

   Bank may reject a Request for any reason or for no reason, in the sole discretion of the Bank, including but not limited to insufficient available funds in the account specified in the Request (the "Account"), inability to verify the authenticity of the Request in accordance with applicable security procedures, or otherwise. Bank will attempt to notify Client by mail or phone if Bank rejects a request.

   When a Request contains a name and account number, payment may be made by Bank and/or by other banks to which a Request is forwarded based solely on the account number even if the account number identifies a beneficiary different from the beneficiary named by Client. Client acknowledges that Bank and other banks to which a Request is forwarded may rely on any bank identification number supplied by Client as a means to identify any other bank, even if the identification number is different than the bank named by Client. Client's obligation to pay the amount of the funds transfer to Bank is not excused or relieved in such circumstances.

   Client acknowledges that any Request executed by 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. Client acknowledges and agrees that Bank may capture and transmit information regarding Client (for example, Client's name, address and account number) and regarding any beneficiary (for example, beneficiary's name, address, other beneficiary identifies, and beneficiary's account number) as part of the processing of a funds transfer payment order. Client agrees to assist Bank in connection with any requirement imposed on Bank in fulfilling Bank's obligations in this regard.

7. **Account Reconciliation.** All funds transfer will be reflected on Client's periodic statement. Client agrees to notify Bank promptly of any discrepancy between Client's records and the information shown on any such statement or report. If Client fails to notify Bank of any such discrepancy within 14 calendar days of receipt of a statement or report containing such information, Client agrees that Bank shall not be liable for any other losses resulting from Client's failure to give such notice or any loss of interest with respect to a funds transfer that is or should have been shown. If Client fails to notify Bank of any such discrepancy within one year of receipt of such statement or report Client will be precluded from asserting the discrepancy against Bank.

8. **Fund Transfer Method.** Bank may use Fedwire or any other means for transmitting a funds transfer. Bank will not be responsible for failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, wire, emergency conditions or other circumstances beyond Bank's control. In addition, bank shall be excused from failing to accept, execute or with respect to a Request if so to do would result in Bank's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal reserve guidelines or in Bank's otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. or state governmental regulatory authority.

9. **Liability.** Bank will exercise reasonable care in processing Request. Client will exercise reasonable care in observing security procedures, examining statements and records, and initiating Requests. Client is responsible for ensuring the accuracy of Requests, and Bank has no duty to verify the accuracy of a Request, nor will it be liable for any losses or damages arising out of Requests that contain erroneous information. In no event shall bank be liable for any consequential, special, punitive or indirect loss or damage which Client may incur or suffer in connection with this Agreement, including without limitation loss or damage from subsequent wrongful dishonor resulting from Bank's acts or omissions pursuant to this Agreement.

10. **Amendments.** From time-to-time, Bank may amend any of the terms and condition contained in this Agreement. Such amendments shall become effective upon receipt of notice by Client or such later date as may be stated in Bank's notice to Client.

11. **Miscellaneous.** Bank shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an Authorized Agent, and any such communication shall be deemed to have been signed by such person.

12. **Signature of Authorized** Representative. The person executing this Agreement on behalf of the Client affirmatively represents that she/he/they has the requisite legal authority to enter into this Agreement on behalf of each Client and understand that the Bank is relying on this representation in entering into this Agreement.

13. **Governing Law.** This Agreement shall be construed in accordance with and governed exclusively by the laws of the State of California.