

Consumer Wire Transfer Services Agreement

This Wire Transfer Services Agreement (“Agreement”) is entered into by and between Continental Bank, a Utah state-chartered bank (“Continental”) and the customer (“Customer”). This Agreement applies to all outgoing domestic, internal and international wire transfers using wire transfer systems (each a “Transfer” and collectively “Transfers” or the “Services”) originated by Customer or on Customer’s behalf through Continental or through online banking, out of Customer’s deposit accounts (each an “Account” and collectively the “Accounts”), which Accounts are governed by the Deposit Account Terms & Conditions with respect to Customers, which terms and conditions may be amended from time to time (the “Deposit Account Agreement”). Incoming wire transfers to the Accounts are governed by the Deposit Account Agreement and not this Agreement. To the extent the terms of the Deposit Account Agreement directly conflict with the terms of this Agreement, the terms of this Agreement shall control. By clicking the electronic signature "acceptance" Customer and any joint owners or authorized users, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments.

1. Customer. For purposes of this Agreement, “Customer” means a “Consumer Customer” is a natural person who maintains an individual or joint account at Continental to which the signatories to this Agreement are the only individual(s) authorized to sign on behalf of the Account. Unless otherwise specified herein, Customers may each be referred to individually as a “Customer” and collectively as “Customers.”

2. Continental's Authority to Honor Customer's Wire Transfer Instruction. Payment. Customer may authorize Continental to charge Customer’s Account(s) at Continental and transfer funds on Customer’s behalf upon instructions for Transfers communicated to Continental (Wire Transfer Instruction) in accordance with the terms of this Agreement. Customer agrees to pay to Continental, and authorizes Continental to charge Customer’s Accounts at Continental for: (i) the amount of each such Wire Transfer Instruction on or before the date the Wire Transfer Instruction is executed by Continental, (ii) any overdrafts in any of its Accounts arising in connection with this Agreement and any related fees, promptly on demand and (iii) Continental’s standard fees related to wire transfers in accordance with the Deposit Account Fee Schedule and Terms and Conditions agreement governing Customer’s Account, which may be periodically amended.

3. Authorized Person. The person(s) submitting the Wire Transfer Instruction must be an Authorized Person on the account, based on the Deposit Account Agreement and is empowered to act for and on behalf of the accounts.

4. Security Procedures.

(a) Customer acknowledges that the Security Procedures (see Appendix A) provided by Continental to Customer provide a commercially reasonable level of protection against unauthorized funds transfers in light of Customer’s particular needs and circumstances for the purpose of verifying the authenticity of a Wire Transfer Instruction or a communication amending or canceling a Wire Transfer Instruction communicated to Continental in the name of the Customer.

(b) Customer acknowledges that the Security Procedures are used to verify the authenticity and not detect errors in the Wire Transfer Instructions which are delivered to Continental. Any Wire Transfer Instructions given by Customer or on Customer’s behalf will be effective as Customer’s Wire Transfer Instructions, and Customer will be required to pay Continental the amount of any such Wire Transfer Instructions, whether or not it has been authorized by Customer, and regardless of the actual identity of the sender thereof, if Continental accepts such Wire Transfer Instructions in good faith and in accordance with the applicable Security Procedures. Even if a Wire Transfer Instructions is given in compliance with the applicable Security Procedures, Continental may, in its discretion, delay the execution of that Wire Transfer Instructions until Continental is able to verify the authenticity of the Wire Transfer Instructions by any means reasonably

acceptable to Continental including, without limitation, placing a telephone call to any Callback Person. Continental shall not be liable to Customer or any other person for such delay, provided that Continental has acted in good faith.

(c) If Customer adopts a security procedure to communicate any Wire Transfer Instructions to Continental, other than as set forth in the Security Procedures, then Customer will be deemed to have refused the Security Procedures that Continental is offering and recommending as commercially reasonable and, if Continental accepts such Wire Transfer Instructions in good faith, Customer assumes the risk of waiving the Security Procedures recommended by Continental and agrees to be bound by any such Wire Transfer Instructions, to be liable to pay Continental for any such Wire Transfer Instructions, and to indemnify and hold harmless Continental from and against any loss that Continental may incur directly or indirectly from acting on any such Wire Transfer Instructions, whether or not authorized.

5. Callback Person. The individual identified as an Authorized Person on the account who can authorize a transaction on the account. This person may be called concerning specific Wire Transfer Instructions based on dollar amount, suspected fraud, clarification, or any other reason needing approval or clarification concerning a Wire Transfer Instruction for a specific account.

6. Wire Transfer Instructions.

(a) As originating bank, Continental relies on Customer for accurate and complete instructions for the receiver / beneficiary bank specifications. Customer must specify the routing instructions for each Wire Transfer Instruction. Customer agrees that Continental may send the Wire Transfer Instructions through such other financial institutions as appears appropriate in Continental's reasonable business judgment. In executing any Transfers, Continental shall use the funds transfer system, communications system and intermediary bank as Continental deems appropriate with respect to such Transfer. To the fullest extent permitted by law, (i) any such funds transfer system, communications system, or intermediary, agent or sub-agent shall not be a Processor, as defined in Section 13, and shall be deemed to be the agent of the Customer, and Continental shall not be liable for any errors, negligence, suspension, or default of any of them or for any failure to identify the beneficiary or any mispayment by any of them, and (ii) Continental shall not be liable for any errors, mutilations, delay, misdelivery, or failure of delivery in the transmission of any Transfer in connection with such transaction or for any suspension of any means of transmission or for any imposition of any censorship, exchange control, or other restriction, all such risk being born by Customer. Erroneous information can (and often does) result in nonpayment or delay of funds and could potentially have a significant monetary impact on the Customer.

(b) In the event Customer requests a transfer of funds in a currency other than U.S. Dollars, Continental may apply its then-current exchange rate for transfers to the place of payment. Customer shall bear any loss due to a fluctuation in currency exchange rates arising from a cancellation of such Transfer or because of a rejection of delivery for any reason. Continental's fees at the outset cover only its costs for such Transfers. Customer shall pay to Continental all additional costs and fees incurred in connection with foreign banks. Customer agrees that if Continental utilizes the services of other banks for the purpose of giving effect to any request or order for the transfer of funds in foreign currency, then Continental does so for the account of and at the risk of Customer.

7. Inconsistent Name and Account Number. Customer is responsible for the contents of each Wire Transfer Instructions delivered to Continental by Customer or on Customer's behalf. Customer acknowledges and agrees that Continental and any receiving bank may rely on the account number (or bank identification number) which appears in any Wire Transfer Instructions issued by Customer or on Customer's behalf without any obligation to look at the name of the receiving person, bank or account which may also appear on the Wire Transfer Instructions, even if that number identifies a person, bank or account different from the person, bank or account identified by name. Unless otherwise provided by applicable law or regulation, if Customer originates a Wire Transfer Instructions containing an inconsistent name and

account number (or bank identification number), Customer acknowledges and agrees that Customer will be obligated to pay Continental the amount of the Transfer originated by Continental on the basis of that Wire Transfer Instructions.

8. Cut-Off Times. Wire Transfer Instructions must be delivered to Continental by 3:00 P.M. Mountain Time ("MT") on a Business Day or such other cut-off hours established by Continental from time to time. Wire Transfer Instructions received after cut-off hours will be accepted by Continental and processed the following Business Day ("Business Days"). Business Days are Monday through Friday, excluding any holiday on which Continental and/or the Federal Reserve are closed for processing.

9. Honoring Wire Transfer Instructions. Continental will be under no obligation to honor, either in whole or in part, a wire transfer instruction: (a) which exceeds the Customer's collected available balance in the Customer's account from which the Customer wishes to transfer funds; (b) which is not in accordance with any other written agreements between the Customer and Continental; (c) which is not in accordance with the current published Deposit Account Terms and Conditions; and/or (d) which is not in accordance with this Agreement. Notwithstanding the foregoing, Continental, in its sole discretion and without any obligation to do so, may choose to honor a wire transfer instruction which may be drawn on uncollected funds or which will result in an overdraft in the Customer's account, and in such instance, the Customer will be liable to Continental for the amount of such uncollected funds drawn upon or such overdraft plus any additional charges and expenses as provided by the current Depository Agreement and Fee Schedule affecting such account, including reasonable attorney's fees and costs of collection, if applicable.

10. Rejection of Wire Transfer Instructions; Overdrafts. Continental has the right to reject any Wire Transfer Instruction for any reason in good faith, including without limitation, Customer's failure to maintain a sufficient balance in an Account. If Continental rejects any Wire Transfer Instruction which Customer communicates to Continental in accordance with the applicable Security Procedures, Continental will endeavor to notify Customer by phone or other reasonable means no later than the Business Day that the rejected Wire Transfer Instruction would otherwise have been executed by Continental. Continental will have no liability to Customer based on its rejection of any Wire Transfer Instruction, or for the failure, or delay in providing any notice of such rejection. Continental is required by law to comply with regulations issued by the U.S. Treasury Office of Foreign Assets Controls ("OFAC"). If any Transfer request involves an entity listed on OFAC's list of Specially Designated Nationals and Blocked Persons, Continental is required by law not to complete the Transfer and must "block" the funds until such time OFAC issues a written release to Continental. If Continental determines that honoring a Wire Transfer Instruction would cause Customer's Account designated in the Wire Transfer Instruction to be overdrawn, Continental may, but has no obligation to, execute the Wire Transfer Instructions and (i) create an overdraft in such Account or (ii) transfer to the designated Account from any of Customer's other Accounts, funds sufficient to cover the deficiency in the designated Account, including the amount of any fee associated with initiation of the Wire Transfer Instruction.

11. Cancellation or Amendment of Wire Transfer Instructions. Unless otherwise disclosed by Continental to Customer (including, without limitation, as disclosed to customers initiating international Transfers for personal, family, or household purposes), Customer has no right to cancel or amend a Wire Transfer Instruction after it has been received by Continental. However, Continental will make a reasonable effort to act on a request for cancellation or amendment of a Wire Transfer Instruction, provided that Continental receives such a request before it executes such Wire Transfer Instruction and has a reasonable time to respond to the request, but Continental will have no liability if the requested cancellation or amendment is not accomplished.

12. Duty to Report Unauthorized or Erroneous Payment(s). All Transfers will appear on the Customer's regular account statement. Customer must exercise ordinary care to examine each statement for any discrepancy concerning any Transfer (including without limitation discrepancies in authorization or

errors in amount or beneficiary) and to promptly notify Continental of such discrepancies. The amount of time that the Customer has to discover and report such discrepancies will depend on the circumstances, but shall in no event exceed sixty (60) days from (i) the date Continental makes the account statement available to the Customer, (ii) the date of a notice of Continental's acceptance of a transfer request, or (iii) the date on which other information is made available to the Customer (including without limitation information available via an online banking application) sufficient for the Customer to detect the discrepancy. If the Customer fails to report the discrepancy promptly, Continental shall not be liable for and the Customer shall indemnify and hold harmless Continental from and against any loss of interest with respect to the Transfer and any other loss which could have been avoided had the Customer given such notice. If the Customer fails to notify Continental within sixty (60) days after Continental makes available to the Customer the account statement or other information sufficient to detect the discrepancy, the Customer is precluded from any claim against Continental.

13. Limits on Liability; Indemnity; Force Majeure. Except as otherwise required by applicable law, Continental's liability to Customer for any loss or damage arising from or relating to this Agreement or the Services, regardless of the form of action, shall be limited to direct losses attributable to Continental's willful misconduct or gross negligence, and in no event will Continental be liable for any punitive, indirect, incidental, consequential or special damages, whether or not Continental has been advised of the possibility of such damages. Customer agrees to indemnify and hold Continental harmless from and against any and all claims, damages, losses, liabilities and expenses (including reasonable attorney's fees and court costs) arising directly or indirectly from (i) Continental honoring or complying with a Wire Transfer Instruction in Customer's name communicated to Continental and relating to the transfer of funds out of Customer's Account(s) with Continental, whether or not the Wire Transfer Instruction was authorized by Customer, as long as Continental accepts the Wire Transfer Instruction in good faith and in accordance with this Agreement, (ii) Continental honoring or complying with an amendment to or cancellation of a Wire Transfer Instruction under this Agreement, (iii) Continental refusing to accept or process a Wire Transfer Instruction that is communicated to it other than in compliance with the applicable Security Procedures, or (iv) the acts or omissions of Customer (including its Authorized Persons, Callback Persons, agents, employees, and representatives) or any third party, provided, however, that Customer shall not be obligated to indemnify Continental for such claims, damages, losses, liabilities and expenses to the extent they are attributable to Continental's gross negligence or willful misconduct. The provisions of this Section will survive termination of this Agreement. Continental's liability for loss described above shall be limited to an amount of interest on the funds made unavailable to the Customer computed at the average federal funds rate as computed by Continental for the period such funds are unavailable. Continental shall not be liable for (i) any failure or delay in carrying out any of its obligations under this Agreement if such failure or delay results from Continental acting in accordance with applicable laws, regulations, operating circulars, rules, or guidelines (ii) any failure or delay in executing a Transfer if it would result in Continental exceeding any limitation on its intra-day net funds positions established through Federal Reserve guidelines, (iii) any failure or delay resulting from acts of God, strike or stoppage of labor, power failure, equipment failure, adverse weather conditions, or any other cause beyond Continental's control, (iii) any act or failure to act by any other financial institution or any other third party.

14. Termination. This Agreement may be terminated by Customer or Continental at any time by giving thirty (30) days written notice thereof to the other party. Continental may terminate this Agreement immediately upon written notice (including notice delivered via e-mail or facsimile) to Customer in the event of (i) Customer's breach of a material obligation under this Agreement or applicable law (including nonpayment of any fees or other obligations under this Agreement), (ii) Customer's insolvency, receivership, or voluntary or involuntary bankruptcy, or the institution of any proceeding therefore, or any assignment for the benefit of creditors, or if in the good faith opinion of Continental the financial condition of the Customer has become impaired, (iii) Customer's default under any agreement or instrument between the Customer and Continental, after giving effect to any applicable notice and cure periods, (iv)

Continental's decision to close Customer's Account immediately in accordance with the Deposit Agreement, or (v) any requirement under applicable law or regulation to terminate this Agreement or the Services provided hereunder, including, without limitation, Continental identifying Customer on OFAC's list of Specially Designated Nationals and Blocked Persons. Notwithstanding such termination, this Agreement shall remain in full force and effect as to all transactions and Transfers that have occurred or which Continental began processing prior to the date of termination. Upon termination of this Agreement, Customer will promptly pay to Continental all such amounts due or to become due under this Agreement.

15. Processors. Customer acknowledges and agrees that Continental may arrange for some or all of the Services hereunder to be performed or provided by third party processors (each a "Processor"). Customer agrees that each reference to "Continental" in this Agreement may include any Processor selected by Continental to perform some or all of the Services hereunder. Customer further agrees that any such Processor is a third-party beneficiary of this Agreement and as such is entitled to rely on, and avail itself of, the provisions of this Agreement as if it was Continental, including, without limitation, the limitation on liability and the indemnities described in Section 11 of this Agreement.

16. Governing Law, Jurisdiction, Jury Waiver. This Agreement is governed by the internal laws of the State of Utah, including the Uniform Commercial Code as in effect in the State of Utah from time to time, without regard to principles of conflicts of laws, provided, however, that this Agreement shall be governed by Subpart B of Regulation J promulgated by the Federal Reserve Board if all or any part of a Transfer is made through Fedwire. Any judicial proceeding under, arising out of, or concerning the subject matter of this Agreement shall be brought exclusively in the third judicial district state court located in the City and County of Salt Lake, State of Utah, and each party hereby consents to the jurisdiction of and venue in such court. Each party irrevocably waives any objection, including, without limitation, any objection to the waiving of venue based on the grounds of impropriety or inconvenience, which it may now or hereafter have, to the bringing of any action or proceeding in such jurisdiction in respect of this Agreement. **The parties waive any right to a jury trial with respect to any matter arising under or in connection with this Agreement.**

17. Amendment. Continental may amend any of the terms, conditions, and provisions of this Agreement or the Security Procedures. Unless otherwise required by applicable law or specified by Continental, amendments will be effective after any of the following: (i) notice of the amendment is mailed to Customer addressed to Customer's primary mailing address as shown on Continental's records, or (ii) if applicable and permitted, notice of the amendment is provided in electronic form. If Continental is permitted to send a notice electronically, it may provide such notice of amendment to Customer: (a) by e-mail at the primary e-mail address Continental has on record at the time, (b) by access to a website that Continental will identify in an e-mail notice it sends to Customer at the time the information is available, or (c) by access to a website that generally Continental will identify to Customer in advance for that purpose. If Customer continues to use the Services after the effective date of any such notice, it will be deemed to agree to the amendment. In addition, if Continental makes amendments which are either favorable to Customer or will have no adverse effect, it will not provide Customer notice, unless required to do so by applicable law. Any provision of this Agreement may be amended or terminated immediately, without notice, to the extent necessary to comply with applicable law.

18. Communications between Continental and Customer. Notice from Customer to Continental shall be delivered by United States mail, or by overnight courier, addressed to 15 W. South Temple, Suite 300, Salt Lake City, UT 84101 and will be effective when Continental has actually received the notice at the address listed above, and has had a reasonable time to act on any such notice. Continental may rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by Customer or Customer's authorized representative. Continental is authorized (but not

obligated) to record any telephone conversations between Continental and Customer (including its purported authorized representatives). In connection with confirmations of any Wire Transfer Instruction in accordance with the Security Procedures, Customer expressly consents to receiving communications at any phone number provided by Customer from Continental and Continental's agents. Such communications may include, but are not limited to, text messages, prerecorded or artificial voice message calls and/or calls made by an automatic telephone dialing system.

APPENDIX A SECURITY PROCEDURES

The information provided on this page details the security procedures applicable to wire transfers only. Continental recommends a copy of this document is retained by the Customer for future use.

Wire Transfers Initiated in Person at Continental: Continental will verify the identity of the individual initiating the Transfer in person by various means, which may include review of identification documentation. Customer should contact Continental for additional information regarding eligible identification documentation. In addition to the foregoing, Continental will determine that the individual initiating the Transfer has been designated as an Authorized Person in accordance with Continentals' records.

Wire Transfers Initiated through Consumer Online Banking: Continental's Consumer Online Banking service must be accessed using valid access credentials. The Transfer must be submitted through the Continental Online Banking wire transfer payment service. The Transfer must specify a deposit account (i) designated for Service, and (ii) which access credentials used have authority to make transactions. The Transfer must be within (i) dollar limits set for the Service, and (ii) any lower dollar amount set for the particular access credentials. In Continental Online Banking, the Transfer must be verified through a One-Time Passcode (OTP) service via SMS text message ("SMS") or e-mail. OTP is a free service that requires a user to enter a code received by SMS or e-mail for additional authentication before a Transfer will be executed. The Customer bears sole responsibility for maintaining strict secrecy and security of all access credentials, any PIN for transaction-based authentication service via SMS, and any other identifiers, codes, tokens, passwords, or the like (collectively "Identifiers") issued for purposes of security, identification or transaction verification.

So long as Continental acts in good faith to verify a Transfer pursuant to the agreed Security Procedures, any Transfer (or any request to amend or cancel) that uses access credentials or those of Authorized User(s) shall be binding and liable for the Customer for that request and payment of any transferred amount, plus transfer fees, even if the Transfer request was not actually initiated or authorized by the Customer. If Continental does not follow the agreed upon Security Procedures, but can prove the Transfer (or request to change or cancel) was originated or made by the Customer, or for the benefit of the Customer, then the Customer will still be liable for the request and any transfer amount plus transfer fees.