

BOREL PRIVATE BANK & TRUST COMPANY

WIRE DEPARTMENT

Telephone 650.378.3791 • Fax 650.378.3605

OUTGOING DOMESTIC WIRE TRANSFER

Memo Posted By: _____
Verified By: _____ <i>(Wire Dept.)</i>

Date: _____

Amount: \$ _____

Wire Department Use Only	
Wire Transfer Fee: _____	Wire #: _____

ORIGINATOR INFORMATION (Ordering Party)

Originator Name: _____

Address: *(No P.O. Box)* _____

City: _____ State/Zip: _____

Account Name: _____ A/C #: _____

BENEFICIARY INFORMATION

Name: _____ A/C #: _____

Address: *(No P.O. Box)* _____

City: _____ State/Zip: _____

Bank Name: _____ ABA (Routing) #: _____

Additional Information: _____

CUSTOMER ACKNOWLEDGEMENT

I acknowledge receipt of the Funds Transfer Agreement, the terms and conditions of which govern this payment order.

Originator's Signature

BANK USE ONLY: CUSTOMER ID VERIFICATION

Wire Received by: Fax* Walk In Phone

* Call back required. Spoke with _____

Identified by: Voice Recognition Password

Wire Department Only
Wired By: _____
Verified By: _____

Officer / Wire Dept. Signature

FUNDS TRANSFER AGREEMENT

This Agreement contains the terms of agreement between Customer and bank with regard to the use of funds transfer services by Customer, including procedures to be followed by the parties and the allocation of risks relating to funds transfers.

- 1. Basic Procedures** The following procedures shall apply:
 - (a) 12:30 p.m. is the cut-off time for receipt of domestic funds transfer requests and communications canceling or amending a funds transfer request. For international funds transfers, the bank must receive the request by 12:30 p.m. on a business day. If a funds transfer request is received after that hour on a business day (Monday through Friday, except holidays), the transfer will be processed the following business day.
 - (b) If, at the time of your funds transfer request, you do not specify a date on which funds are to be transmitted, the bank will execute the funds transfer the same day, given the time limitations listed above.
- 2. Security Procedures**
 - (a) A specified security procedure will be used to verify that a funds transfer, or a request to amend or cancel a funds transfer, is that of the Customer.
 - (b) If signature card comparison is to be used as a part of the security procedure, bank shall be deemed to have complied with that part of such procedure if it compares the signature accompanying a funds transfer request (or request for amendment or cancellation of a funds transfer) to Bank's signature card and believes the signature to be that of an Authorized Representative.
- 3. Acting on Funds Transfer Requests** Customer authorizes bank to act on any funds transfer request, or request to amend or cancel a funds transfer, if bank has complied with the security procedure. Bank will act on each funds transfer request received on a business day, and which bank is able to verify through the security procedure prior to bank's applicable cutoff time, by making applicable entries or by transmitting appropriate instructions no later than the execution date or on the day of receipt by bank.
- 4. Rejecting Funds Transfer Requests** Bank may reject any funds transfer request which exceeds Customer's available funds (funds not subject to hold, dispute, or legal process). If an overdraft is created, Customer will repay bank immediately without demand. Bank may also reject a funds transfer request if it is unable to verify the request through the security procedure, or if bank believes the request was not given by an authorized representative.
- 5. Notice of Rejection** If a funds transfer request is rejected, Bank will notify Customer by mail, telephone, facsimile transmission, or other similar means no later than the end of bank's next business day (Monday through Friday, except holidays). Bank is not liable for the rejection and is not obligated to pay Customer interest for the period before Customer receives notice of the rejection.
- 6. Cancellation or Amendment by Customer** If Customer asks Bank to cancel or amend a funds transfer request prior to execution and bank is able to verify this request through the security procedure, Bank may use reasonable efforts to act on Customer's request. Bank has no liability if any attempted cancellation or amendment is not effected.
- 7. Finality of Payment** Once the funds transfer has been executed, payment is complete and irrevocable and not subject to amendment, even if it has not yet been received by the beneficiary.
- 8. Customer Responsibility**
 - (a) Customer will not initiate any funds transfer which would exceed the available account balance. If a conflict occurs regarding the available account balance, bank records govern.
 - (b) Customer will provide to bank all information required to complete the transaction in a format selected by bank.
 - (c) Customer agrees to pay bank in available funds the amount of each funds transfer on the date it receives the request, including its fees and charges (refer to the bank's schedule of fees and charges). Available funds are those not subject to hold, dispute, or legal process.
 - (d) Customer agrees to notify bank promptly, in writing, of any discrepancy between Customer's records and the periodic account or other account statements furnished by bank to Customer, or if a funds transfer, or cancellation or amendment of a funds transfer, purportedly made on Customer's behalf or charged to Customer's account was not authorized by Customer, was erroneous or was executed improperly. If notice is not received within 14 days after Customer receives the first notice or statement which has a discrepancy, bank is not liable for any loss of interest because of this discrepancy.
 - (e) If Customer sends funds transfers for third parties, Customer represents that Customer is authorized by each applicable third party to transfer funds from the third party's account.
- 9. Inconsistency of Name and Account Number** Customer acknowledges and agrees that, if a funds transfer request describes the Beneficiary inconsistently by name and account or other identifying number, funds transmitted by Bank to the Beneficiary's bank might be credited by that financial institution on the basis of the number even if it is owned by or identifies a person different from the named beneficiary, and that Customer's obligation to pay Bank for the funds transfer is not excused in such circumstances.
- 10. Interest** If under the provisions of this wire transfer agreement, or under the law, Bank is responsible to Customer for payment of interest, the interest on the funds in error shall be payable at a rate equal to the effective rate on the account for the period involved.
- 11. Notice of Returned Entries** Bank shall notify Customer of receipt of a returned funds transfer no later than the next business day after receipt. Bank is under no obligation to reexecute the funds transfer.
- 12. Limitation on Liability**
 - (a) Bank is not liable for any expense, claim, loss, damage, or cost which arises out of or relates to its performance under this agreement other than those required to be paid under Division 11 of the California Commercial Code (California law relating to wholesale funds transfers) or Regulation J (Federal Law relating to funds transfers), as applicable, provided, however, bank is not liable for any such damages to the extent provided in this agreement.
 - (b) Bank is not liable for any expense, claim, loss, damage, or cost which arises out of or relates to its performance under this agreement except for its own negligence. Bank's Liability for its own negligence is limited to direct money damages actually incurred by Customer in an amount not exceeding the greater of: (1) the amount, if any, of funds transferred from Customer's account exceeding the amount specified in the applicable funds transfer request, or, (2) the amount transferred to any account different from the account specified in the funds transfer request.
 - (c) Bank is not liable in any case for any special indirect, exemplary, or consequential damages (including lost profits) of any kind.
 - (d) Bank is not responsible for the acts or omissions of any other person or entity, including any Federal Reserve Bank or transmission or communications facility, or any recipient of a payment intended to carry out a funds transfer request. No such person will be deemed Bank's agent.
 - (e) Bank is excused from failing to act or delay in acting, and failure or delay does not constitute a breach of this Agreement or otherwise give rise to any liability of Bank if: (1) the failure or delay arises out of legal constraint, interruption of communication facilities, equipment failure, war, emergency conditions, natural disaster, labor dispute, or other causes beyond control of Bank; or, (2) Bank believes its action would violate any guideline, rule, or regulation of any government authority.
- 13. Indemnity** Customer agrees to indemnify Bank and its agents and employees against any loss, liability, or expense (including attorney's fees and expenses) resulting from or arising out of any claim of any person that Bank is responsible for, any act or omission of Customer, or arising out of any breach of any of Customer's representations or agreements.
- 14. Amendments** From time to time, Bank may amend any of the terms and conditions contained in this Agreement, including without limitation, any cutoff time, and any business day. Such amendments shall become effective upon receipt of notice by Customer or such later date as may be stated in Bank's notice to Customer.
- 15. Foreign Currency Transactions** Customer agrees that, if for any reason the foreign transfer is returned to Bank, Customer will accept the refund in U.S. dollars for the amount of the foreign money credit, based on the correspondent Bank's buying rate on the date of the refund, less any charges and expenses to the Bank. Customers should be aware that some foreign wire transfers may take up to two weeks to reach their destination.