



## WIRE TRANSFER AGREEMENT

This Wire Transfer Agreement (the “Agreement”) is entered into between (“Customer”) and Mission Valley Bank (the “Bank”). This Agreement governs the origination and receipt of wire transfers on behalf of the Customer except for wire transfers initiated by the Customer through the Bank’s online system (the “System”).

**1. Scope.** This Agreement, along with agreements related to accounts used for wire transfers, supersedes any prior agreements between the Bank and the Customer relating to wire transfers other than wire transfers initiated by the Customer through the System. (The Customer and the Bank may have additional written agreements relating to wire transfers which are initiated by the Customer through the System. Such agreements remain in full force and effect.) In the event of any inconsistency between this Agreement and the account agreement with respect to wire transfers other than wire transfers initiated by the Customer through the System, this Agreement shall govern. If any part of this Agreement is invalid, illegal, or unenforceable, the remaining provisions shall remain in effect. This Agreement shall also be binding upon the Customer’s heirs, representatives, and successors.

**2. Applicable Law.** The terms of this Agreement are construed in accordance with the laws of the United States when applicable and with the laws of the State of California as amended from time to time. Unless otherwise defined, terms used in this Agreement shall have the meanings provided for in the Uniform Commercial Code, Article 4A (the “UCC-4A”). Any controversy or claim between the Bank and the Customer related to this Agreement shall be determined by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

**3. Authority to Charge.** The Customer authorizes the Bank to honor, execute, and charge to the Customer’s account(s) at the Bank, all facsimile and/or email requests or orders for the transfer of funds when such requests or orders are received from the undersigned (if a sole proprietor) or an Authorized Representative of the undersigned listed in Exhibit A and are made in compliance with the Bank’s transfer procedures then in effect, provided that it has used reasonable care in identifying the name of the parties giving such verbal, facsimile, and/or email instructions to ascertain that the named party has been authorized by the Customer to give such instructions.

**4. Written Instructions.** The Customer authorizes the Bank to act upon written instructions signed by one or more of the Authorized Representatives of the undersigned as listed on Exhibit A attached to this form to the Bank for transfer of funds from the account(s) designated on Exhibit A to this form.

**5. Transfer to Customer Accounts.** The Customer authorizes the Bank to transfer funds from the specific account(s) of the undersigned with the Bank to any other specified bank account(s) of the undersigned whether such account(s) are with the Bank or other banks.

**6. Transfer to Third Party.** The Customer authorizes the Bank to transfer funds from the undersigned’s account(s) with

the Bank to any account of a third party, whether such third party account(s) are with the Bank or other banks.

**7. Recording.** The Customer authorizes the Bank to record, in any form deemed to be advisable by the Bank, all telephonic, telegraphic, written, or verbal communications received by the Bank from the undersigned or an Authorized Representative.

**8. Reporting Discrepancies.** The Customer agrees to report any discrepancies between its records of these transactions and the periodic statements it receives from the Bank to the Bank in writing within fifteen (15) days after each statement date. Failure to notify the Bank of any discrepancies within the fifteen (15) day period will relieve the Bank of any and all liability for subsequent transfer related to the discrepancy.

**9. Transfers.** The Bank may act upon all transfer requests on the date received, when received prior to the deadline imposed by the Bank, and to use any means for the transmission of funds the Bank in its sole discretion may consider suitable and charge the appropriate account of the undersigned for any charge to the Bank for the transfer, and for any service charge for such transfers then in effect at the Bank. The Bank may transfer funds based upon predetermined criteria described in written instructions to the Bank signed by the undersigned or an Authorized Representative.

**10. Liability.** The Customer agrees that the Bank shall not be liable for any loss arising directly or indirectly, in whole or in part from: (a) any inaccuracy, act, or failure to act on the part of any person not within the Bank’s reasonable control; (b) the negligence or misconduct of the undersigned or any Authorized Representative or agent of the Customer; (c) any ambiguity in the instructions given to the Bank; (d) any error, failure, or delay in the transmission of any funds transfer request which is caused by strikes, civil unrest, or any inoperability of communications facilities, or circumstances beyond the Bank’s reasonable control; or (e) the Bank’s reliance on instructions from a person or persons purporting to be Authorized Representatives who present the Bank with the correct identification for initiating transfers.

**11. Indemnification.** The Customer agrees to indemnify, defend, and hold the Bank, its agents, and its employees harmless from and against any and all damages, liabilities, actions, and claims which result, directly or indirectly, in whole or part, from negligence or fraud by the Customer or any agent or employee of the Customer.

**12. Damages.** EXCEPT AS SET FORTH IN THE PARAGRAPH DIRECTLY BELOW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, SPECIAL, OR INDIRECT LOSSES OR DAMAGES WHICH THE OTHER PARTY INCURS OR SUFFERS BY REASON OF THIS AGREEMENT OR THE SERVICES PROVIDED UNDER THIS AGREEMENT. THIS LIMITATION SHALL APPLY WHETHER OR NOT THE LIKELIHOOD OF SUCH LOSSES OR DAMAGES WAS KNOWN BY EITHER PARTY.

**13. Transfer Failures.** The Customer agrees that if the Bank fails to act on a transfer request on the date received, when received prior to the Bank's deadline, and when such failure is due to the Bank's error, the Customer's sole remedy shall be the adjustment of the ledger and collected balances of the undersigned's account(s) to reflect properly the balances in the account(s) that would have resulted had no error occurred, plus any interest that should have accrued. **The Bank shall not be liable for any consequential damages.**

**14. Amending/Canceling a Transfer.** The Customer may request that the Bank cancel or amend a wire transfer instruction before it is processed, provided that such request is received by the Bank in a time and manner that gives the Bank a reasonable opportunity to act on it. Without limiting the generality of the foregoing, the Bank may from time to time specify a cut-off time for cancellation or amendment requests. The Bank is under no obligation nor is the Bank willing to accept liability for canceling a transaction once the transaction has been processed. You will be responsible for contacting the beneficiary to request return of the transaction.

**15. Available Funds.** The Customer agrees that the transfer request will at no time exceed the account's available funds as determined by the Bank.

**16. Information.** The Customer agrees to supply the Bank, upon demand, any other information that the Bank may reasonably request, including, but not limited to, money amounts, accounts to be effected, date of transfers, supplemental instructions, and further evidence of any Authorized Representative's authority to transfer funds or to do any other act contemplated under these procedures.

**17. Amendment.** The Customer agrees that the Bank may amend this Agreement, including, but not limited to, by changing the procedures for transfer hereunder, upon written notice to the undersigned. Such notice shall be effective on the fifteenth day after mailing. Continued use of wire transfer services after receipt of notice of any amendment to this Agreement shall constitute acceptance by the Customer of the amendment. The Bank's own internal transfer procedures may be changed without notice to you.

**18. Notice of New Authorized Representative.** The Customer agrees to notify the Bank immediately by telephone and provide written confirmation within five (5) days of all changes of Authorized Representatives of the undersigned listed in Exhibit A.

**19. No Third Party Beneficiaries.** The Customer agrees that no other person or entity shall be deemed to be a third party beneficiary of this Agreement. The undersigned agrees to indemnify, defend, and hold the Bank, its transfer agents and employees, harmless from and against any and all claims by third parties which involve the Bank's acts or omissions under this Agreement.

**20. Confirmation.** The Customer agrees that confirmation and advice of each transfer is provided by the Bank on the day of the transfer to the email address provided by you.

**21. Authenticity of Instructions; Security Procedures.** The Customer agrees that the Bank assumes no responsibility for ascertaining the genuineness or authenticity of any person giving verbal instructions or any person sending requests or orders for the transfer of funds via facsimile or via email except as provided in this paragraph. The Bank and the Customer agree to follow the Security Procedures set forth in this

Agreement. The Bank and the Customer agree the Security Procedures are commercially reasonable, considering the Customer's wishes expressed to the Bank, the Customer's circumstances known to the Bank, including the size, type, and frequency of payment orders the Customer normally issues to the Bank, any alternative security procedures offered to the Customer, and security procedures in general use by customers and banks similarly situated. The Customer agrees the Security Procedures provide an appropriate level of security for the payment orders the Customer contemplates issuing. The Customer expressly represents it has not withheld any information or circumstances from the Bank which would indicate different Security Procedures are appropriate for this Agreement. When a payment order is submitted to the Bank in person, the Bank will obtain personal identification documents from the person submitting the payment order and will verify that the name of the person on the identification documents is the name of an Authorized Representative. The Bank has offered, and the Customer has rejected, a security procedure which requires the Customer to come in person to the Bank to verify all payment orders in person. The Customer therefore agrees to be bound by any payment order, whether or not authorized, issued in its name and accepted by the Bank in compliance with the Security Procedures chosen by the Customer as reflected in this Agreement. The Bank has the option, but not the obligation, to request verification of payment orders from an individual other than the individual initiating the transfer.

**22. Obligation Before Acceptance.** The Bank shall have no obligation with respect to any instruction for a wire transfer until accepted by the Bank. The Bank reserves the right to reject any wire transfer instruction. In the event that the Bank rejects any wire transfer instruction, the Bank may notify the Customer of any such action by any means reasonable under the circumstance, which need not be in writing. The Bank may cancel a wire transfer request if it determines that the recipient(s) or payee(s) are blocked by OFAC Restrictions.

**23. Charges.** The Customer agrees that the Bank shall charge the rate specified in its Schedule of Fees and Charges for these services.

**24. Authorized Representatives.** The Customer designates the following individuals in Exhibit A as authorized agents for purposes of authorizing wire transfer requests on behalf of Customer.

**25. Account Ownership.** The Customer represents and warrants that the account number(s) listed in Exhibit A are owned entirely by the within named Customer, and are hereby authorized to be charged as instructed by the Customer and/or its Authorized Representatives for wire transfers and related fees.

**Exhibit "A" to WIRE TRANSFER AGREEMENT**

**Authorized Representatives and Accounts**

**Funds Transfer Agreement - Authorized Accounts ("Customer's Accounts")**

[List of accounts out of which to debit funds transfers]


**Funds Transfer Agreement -Authorized Representatives**

The Customer hereby authorizes the following individuals as Authorized Representatives for purposes of authorizing wire transfer requests on behalf of the Customer. These Authorized Representatives shall remain authorized until the Customer notifies the Bank in writing of revocation of any Authorized Representative's authorization. The Customer shall submit a new Exhibit "A" form to the Bank, with all current Authorized Representatives' signatures, for any changes made to the accounts listed and/or Authorized Representatives listed. Any new Exhibit "A" received will supersede any previous Exhibit "A".

<b>Name</b>	<b>Title</b>	<b>Signature of Authorized Representative</b>

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below.

Customer Name: \_\_\_\_\_

\*Authorized Signature: \_\_\_\_\_ Name Printed: \_\_\_\_\_

\*Authorized Signature: \_\_\_\_\_ Name Printed: \_\_\_\_\_

\*Authorized Signature: \_\_\_\_\_ Name Printed: \_\_\_\_\_

Date Executed: \_\_\_\_\_

*\*These persons must be those authorized in accordance with the Signature Card between Customer and Bank. Signatures by other persons will not be accepted in this section. If additional persons are authorized in addition to the authorized signers on the Signature Card, then those shall be listed in the box above.*