

UNIBANK

WIRE TRANSFER AGREEMENT

THIS WIRE TRANSFER AGREEMENT is made between UNIBANK, a Washington banking corporation (*Bank*) and _____ (*Customer*) to provide for the transfer of funds from the Customer's account at the Bank via FEDWIRE or International Telex Transfer or other wire funds service acceptable to the Bank.

- 1. AUTHORIZATION.** The Customer hereby authorizes the bank to transfer funds from the Customer's account pursuant to the terms and conditions of the Agreement.
- 2. ISSUANCE OF PAYMENT ORDERS.** The Customer may initiate a wire transfer by issuing a payment order to the Bank instructing the Bank to execute the funds transfer. The Customer shall issue payment orders during Bank's normal business hours Monday through Friday, excluding holidays, prior to the cut-off time established by Bank. The Customer may issue the payment order utilizing telephonic, fax, oral, or written communication, or by any electronic means acceptable to Bank.

The individuals listed on Schedule A (Wire Transfer Authorization) and on Schedule B (Repetitive Wire Transfer Authorization), including any amendments or supplements thereto from time to time and individuals otherwise authorized by the Customer to issue payment orders initiating funds transfers from the Customer's account, are hereinafter referred to as Authorized Representatives.

The Customer shall provide in the payment order (a) the account number to be charged, (b) the amount of the payment order, (c) the account number of the person receiving the funds transfer ("Beneficiary") (d) the name and address and the transit routing number of the bank where the beneficiary has its or his account ("Beneficiary Bank"), (e) other information which the Bank is legally required to obtain, and (f) other information required hereunder. If the payment order is pursuant to an authorization for repetitive transfers, the information in items (a), (c) and (d) may be provided in the form of a repetitive code issued by Bank to Customer.

The Customer understands and agrees that where the instructions identify the Beneficiary by both name and account number, the Bank (and the Beneficiary's Bank, and any intermediary bank) may use only the account number to complete the payment order, and the Bank is under no obligation to assure that the name and account number given in the payment order identify the same person. Where the payment order identifies the Beneficiary Bank by both name and transit routing number, the Bank (and the Beneficiary's Bank, and any intermediary bank) may use only the transit routing number to complete the payment order.

The Customer agrees that if the payment order gives both the name and account number of the Beneficiary and the name and account number identify different persons, the Bank (and the Beneficiary's Bank, and any intermediary bank) will not be liable for any resulting loss where it uses the account number to complete the payment order, and the Customer will be obligated to pay the amount of the payment order plus transaction fees. The Customer further agrees that if the payment order gives both the name and transit routing number of the Beneficiary bank, the Bank (and the Beneficiary's Bank, and any intermediary bank) will not be liable for any loss where it uses the transit routing number to complete the payment order, and the Customer will be obligated to pay the amount of the payment order plus transaction fees.

- 3. VERIFICATION OF PAYMENT ORDERS.** Payment orders to the Bank pursuant to this agreement shall be verified as follows:
 - (a) Telephone Instructions.** Before any telephonic payment order is made pursuant to the Agreement, Customer shall have delivered to Bank the Wire Transfer Authorization form and Wire Transfer Agreement hereto, as applicable, properly completed and signed by Customer, identifying Authorized Representatives. The Customer may limit the authority of any Authorized Representative so that such person is authorized only to give telephonic payment orders for funds transfers up to specified dollar amounts. Designation of Authorized Representatives and limitations on their authority may be given other written forms acceptable to Bank.

The Bank will telephone to verify the amount of the payment order, the account to be charged and the account number of the Beneficiary. All fax or telephone requests will not be considered acceptable by Bank until call back confirmation is completed. If confirmation is not received within 30 minutes, customer shall contact Bank by phone.

- (b) **Electronic Instructions.** Subject to Customer's execution of this agreement and such other authorization, agreement, acknowledgement of receipt, or supplement hereto as Bank may require, and subject to service limitations which Bank may in its sole discretion impose from time to time. Bank may make available an electronic system or systems ("System(s)") which permit Customer to send electronic payment orders to Bank.

Unless a contrary procedure is provided in a separate agreement, access to a System requires that a password be entered into a computer terminal. The password is a series of unique characters for the purpose of authenticating transmissions to the Bank through that System as transmissions of the Customer. A person's access to a System by using the relevant password constitutes the Bank's verification of a payment order sent to Bank through a System in the Customer's name. Customer understands that this is so even though Bank has no control over issuance, creation or dissemination of the password. Any person who accesses the System with a password is an Authorized Representative within the meaning of this Agreement. At Bank's sole option, Bank may also require that the communication contain a test key.

- (c) **Written Instructions.** Customer may make written payment orders at a branch of the Bank pursuant to this Agreement. Authorized Representatives for this purpose are persons named on the signature card for the account from which the transfer is named, and persons named on the Wire Transfer Authorization. Bank shall verify the authenticity of any such payment order by obtaining the Authorized Representative's identification, and by signature comparison.
- (d) **Other.** Customer agrees that the procedures described above are commercially reasonable. If the Bank changes these procedures, by issuing a payment order after receiving notice of any new procedure, the Customer shall be deemed to have agreed to the procedure. Any request acted upon in good faith by Bank in compliance with the procedures described herein or adopted in the future by the Bank, whether or not authorized by Customer, shall be treated as Customer's authorized request.

4. **CANCELLATION OR AMENDMENT OF PAYMENT ORDERS.** Unless the Bank consents, once a payment order is verified, it may not be canceled or amended. In no event shall Bank act on instructions canceling or amending a payment order unless the instruction is given at a time and in a manner affording the Bank a reasonable opportunity to act on the instructions. The Bank does not guarantee that any instructions canceling or amending a payment order will be executed. The Customer may not cancel or amend payment order after it has been executed by the Bank. The Bank will not be liable for any loss resulting from the failure to cancel or amend a payment order. The Customer is obligated to pay the Bank for the amount of any payment order that is not canceled, plus transaction fees. In addition, the Customer agrees to indemnify and hold the Bank harmless from any and all liabilities, costs and expenses incurred by the Bank in attempting to cancel or amend a payment order whether or not the Bank successfully cancels or amends the payment order.

Any communication instructing the Bank to cancel or amend a payment order must be issued and verified pursuant to the procedures established for issuance and verification of payment orders.

5. **EXECUTION OF PAYMENT ORDERS.** Acceptance of a payment order by the Bank occurs at the time the Bank executes the instructions contained in the payment order. If the Bank has not received and verified a payment order by 1:30 p.m. (in the case of electronic payment orders, by 2:00 p.m.), the Bank will be unable to execute the payment order. Customer understands that Bank does not hold oral, telephonic, or written payment orders overnight.
6. **NON-EXECUTION OF PAYMENT ORDER.** If the Bank is unable to execute the instructions in the payment order, the Bank may reject the payment order. The Bank shall not be liable for failure to execute the funds transfer instructions due to circumstances beyond the control of the Bank, including any act of God, interruption of any communication, computer, or wire facilities or services, war, emergency conditions, or other circumstances. The Bank shall not be liable for any modification, errors, or omissions beyond the control of the Bank arising during transmission of instruction over telex, wire, or other telecommunication, or computer networks. If the Customer's account does not have sufficient available funds, including any funds available to the Customer from a line of credit established by the Bank for purposes of overdrafts, to execute the funds transfer instruction, including funds payable to the Bank as transaction fees, the Bank may reject the payment order without liability. The Bank shall have the right to reject a payment order, without liability, for any other reason or for no reason. The Bank will use its best efforts to notify Customer in the event it rejects the Customer's payment order.
7. **LIABILITY FOR UNAUTHORIZED TRANSFERS.** If the bank charges to Customer's account a payment order that was not authorized by the Customer, the Bank's liability shall in no event exceed the amount of the payment order plus interest. However, the Customer will not be entitled to interest if the customer fails to notify the Bank of the unauthorized transfer within thirty (30) days after the Bank sends or makes available notification of the transfer.

- 8. LIABILITY FOR ERRONEOUS TRANSFERS.** If the Customer issues an authorized payment order to the Bank and the payment order instructs payment to an unintended beneficiary or for an unintended amount, or is a duplicate of a previously-issued payment order, and the Bank executes the funds transfer, the Customer is obligated to pay the entire amount of the funds transfer plus transaction fees.

However, if the Customer can prove that an Authorized Representative complied with the procedures described herein and that any error described in this Paragraph 8 resulted from the Bank's failure to comply with such procedures, then the Customer will not be obligated to pay the funds transfer to the extent of: (a) the amount of a payment order which erroneously instructed payment to an unintended beneficiary, (b) the amount by which the payment order executed exceeded the intended amount, or (c) the amount of a payment order which duplicated a previously-issued payment order.

The Customer agrees to report any erroneous funds transfer to the Bank within thirty (30) days after receipt of notification that the payment order was executed. Failure to notify the Bank within this time may result in the Customer being liable for any loss the Bank proves it incurred as a result of such failure, provided, however, that such liability under this provision shall not exceed the payment order at issue.

- 9. LIABILITY FOR ERRONEOUSLY EXECUTED FUNDS TRANSFER.** If the Bank erroneously executes a funds transfer which the Customer authorized and issued, the Bank will be liable for the lesser of (i) the amount of the payment order where the funds were transferred to an unintended beneficiary, or (ii) the amount by which the payment order exceeded the amount authorized. The Bank will also be liable for interest on the refundable amount.

The Customer agrees to notify the Bank within thirty (30) days after the Bank sends or makes available notification of the erroneously executed funds transfer. Failure to properly notify the Bank within this time will relieve the Bank of any duty to pay interest on the refundable amount.

- 10. PERIODIC STATEMENT OR NOTIFICATION.** The Bank will provide the Customer with a periodic statement or notification of all funds transfers from the Customer's account. The Customer agrees to examine the statement or notification and notify the Bank of any error, omission, or discrepancy promptly, but in any event within thirty (30) days after the Bank sends or makes available the statement or notification. Bank will in no event be liable for any error, omission or discrepancy which Customer fails to report within one (1) year after the Bank sends or makes available the statement or notification.

- 11. DUTIES REGARDING ASSIGNED KEY CODES.** The Customer agrees to safeguard key code(s) assigned in connection with the verification procedures described herein, and to require that its Authorized Representatives do the same. The Bank will not be liable for any loss arising from the unauthorized use of the test key or security codes assigned to or created by the Customer. Customer agrees to notify Bank immediately if any verification procedure becomes known to any unauthorized person or is otherwise compromised.

- 12. APPLICABLE INTEREST RATE.** In the event the Bank is obligated to pay interest to the Customer pursuant to this Agreement or law, compensation for loss of interest or use of funds will be, at the Bank's option, in the form of an adjustment to the Customer's accounts to reflect the average balance on the Customer's account analysis that would have resulted had no error or delay occurred, or by direct credit to the Customer's account, not to exceed Bank's actual cost of funds for the period and amount in question.

- 13. NON-DUPLICATION OF INSTRUCTIONS.** In order to avoid duplication of payment orders, the Customer agrees not to issue duplicate instructions to the Bank verifying a payment order unless requested to do so by the Bank.

- 14. PAYMENT.** Except as otherwise provided by law, the Customer will pay all funds transfers based on payment orders which are authorized by Customer, which Customer is otherwise bound to pay under the laws of agency, or which are accepted by Bank in compliance with the verification procedures herein.

- 15. TRANSACTION FEES.** The Bank's transaction fee will be determined in accordance with the Bank's fee schedule. Unless the account is subject to analysis, transaction fees will be payable prior to execution of payment order. The Customer authorizes the Bank to charge the Customer's account for fees when they are due.

- 16. AUTHORIZATION TO TAPE-RECORD.** The Customer authorizes the Bank to tape-record any oral communications, including telephone conversations, which relate to funds transfers.

- 17. NOTICE.** Any notice that must be given to the Bank will be given by mailing it to the Bank at the address indicated below. Any notice that must be given to the Customer will be given by delivering or mailing it to the Customer at the address stated in the Wire Transfer Authorization or in this Agreement.
- 18. TERMINATION.** This Agreement may be terminated by the Bank or the Customer upon written notice to the other party.
- 19. OTHER.** The terms and conditions stated in this Agreement shall be binding upon and shall inure to the benefit of both the Bank and the Customer and the respective successors and assigns of both parties. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. These terms and conditions are the final, complete, and exclusive arrangement between the Customer and the Bank and supersede all prior or contemporaneous, oral or written agreements, understandings, representations, and negotiations. However, the Agreement does not limit or revoke or affect any separate authority given by Customer to any person (whether by course of dealing or otherwise) to issue payment orders in the name of the Customer. Bank may continue to rely on such authority, including but not limited to any existing Wire Transfer Authorization. The Bank may change the terms of this Agreement at any time, in its sole discretion. Any additions or deletions of Authorized Representatives must be made by written notice to the Bank by the Customer, and shall be effective only upon acceptance thereof by the bank. The only exception is the designation of Authorized Representatives for electronic payment orders, which is within Customer's control through dissemination of passwords. No amendment of any provision of these terms and conditions shall be effective or enforceable against the bank unless in writing and signed by one of the Bank's authorized officers. No failure or delay of the Bank in exercising any right, or to insist upon strict compliance, shall constitute a modification or waiver of this Agreement. Under no circumstances will the bank be liable for any special, indirect, incidental or consequential damages, even if the Bank has been notified of the possibility of such damages.

DATED: _____, 20__.

 Print Customer Name (individual) or Business Name

 Signature of Individual or Authorized Signer of Business

 Signature of Individual or Authorized Signer of Business

Address: _____

Accepted By: **UniBank**

 Authorized Signer