



Wire Transfer Agreement

A wire transfer request is known as a “payment order” under Article 4A of the Uniform Commercial Code.

1. As a security procedure, we may verify that you authorized this payment order by telephoning you to confirm that you initiated the request. **We will generally call you based on the dollar amount of this payment order or if we need to further verify your request.** You agree that this “callback” security procedure is commercially reasonable and meets your security requirements. We will not be liable for our refusal to honor any payment order if we are unable to satisfy ourselves that you requested the payment order.
2. You must ensure that the account number of the beneficiary and the bank routing number of the beneficiary’s bank are **ABSOLUTELY ACCURATE**. All banks process and post payment orders by the account number of the beneficiary and by the bank’s routing number and not by the name of the beneficiary or by the name of the beneficiary’s bank. **We will not verify the accuracy of any account number or routing number provided by you.**
3. We reserve the right to delay or not to process payment orders (a) to beneficiaries listed on the Specially Designated National lists from the U.S. Department of Treasury, or (b) for any reason related to an Executive Order of the President, Foreign Governmental Embargoes/ Sanctions, or directive of the U.S. Department of Treasury.
4. We cannot revoke or cancel a payment order once it has been sent and we will not be liable to you if we cannot recover any funds already transferred.
5. We will not be liable for the insolvency, neglect, misconduct, mistake, default or delay of any other bank, entity or person whether or not that other bank, entity or person is our agent.
6. Our liability for failure to follow your instructions will be limited to the amount of any payment order lost plus incidental expenses and interest. In no event will we be liable for any present or future indirect or consequential damages, punitive damages or special damages, whether or not we were first advised of the possibility of such damages. We reserve the right to reject any payment order for any reason, including, but not limited to, the lack of sufficient available funds in the account to be charged.
7. You must notify us in writing of any error, mistake or irregularity within 60 calendar days after the payment order was requested. Thereafter, we will have no liability to you.
8. We do not send outgoing international wire transfers to beneficiaries located in other countries.
9. All payment orders, transactions and other matters concerning this Agreement will be governed by Article 4A of the Uniform Commercial Code as adopted by the State of Utah ("Utah Article 4A") and Subpart B of Federal Reserve Regulation J as promulgated by the Board of Governors of the Federal Reserve System. Utah Article 4A shall be applied without giving effect to principles of conflicts of law.