

For Credit Union Use Only	
Date	
Completed	
Completed By	

WIRE TRANSFER AGREEMENT

Amount of Funds Transfer (U.S. dollars)	\$
Date Funds Transfer to be Made	
Domestic Wire Transfer Fee	\$ 15.00
Foreign Wire Transfer Fee	\$ 30.00

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Party is the Edit of Mottes Hotel				
Originator Information				
Member Name				
Member Daytime Phone Number				
Member Street Address				
Member City, State and Zip				
Member Authorized Account (Member) Number to Transfer From				
Account Suffix Number to Transfer From				
Corresponding Bank or Bank of First Deposit (Foreign				
Financial Institution Routing (ABA) or SWIFT Number	(9 digits)			
Financial Institution Name				
Financial Institution City, Country				
Financial Institution Account Number				
Bank of Final Deposit				
Financial Institution Routing (ABA) or Identifier Number	(9 digits)			
Financial Institution Name				
Financial Institution City and State				
Financial Institution Account Number				
Beneficiary Information				
Beneficiary Name				
Beneficiary Address				
Beneficiary City, State and Zip				
Beneficiary Account Number				
Special Instructions (Escrow #, Final Credit, Reference Information)				

For Credit Union Use Only					
I. Transfer Request Received by: ■ In Person ■ Via Facsimile ■ V	/ia Mail ■ Via Telephone	Other:			
Employee Name:	Date:	Time:			
II. ID Verification Method: ■ Driver's License No.:	State:	Password/PIN Signature Card			
Call Back Performed by:	Date:	Time:			
Other:					
III. OFAC Verified by:		Date:			
IV. Approved by:		Date:			
V. Member Account Debited by:		Date:			
VI. Entered by:		Date:			
VII. Verified by:		Date:			

PART II. ADDITIONAL TERMS AND CONDITIONS

- 1. <u>Service Description</u>. Originator hereby authorizes Pasadena Service Federal Credit Union ("Credit Union") to transfer funds as designated on this Wire Transfer Agreement ("Agreement"). Funds must be available in the account specified at the time the funds transfer is made. Any conflict between the terms of this Agreement and Originator's account agreement with Credit Union shall be resolved in favor of this Agreement.
- 2. <u>Fees and Charges</u>. Originator agrees to pay applicable fees and charges related to the funds transfer as disclosed in Credit Union's Fee Schedule, as amended from time to time. Other financial institutions involved in the funds transfer may impose additional fees and charges.
- 3. <u>Cut-Off Time</u>. The cut-off time for wire transfer requests is 11:OO A.M. PST. Any funds transfer request received prior to the cut-off time on a regular business day will be processed by Credit Union that same business day. Any funds transfer request received after that time may not be processed until the next business day. A funds transfer request is deemed received by Credit Union when executed by Credit Union's authorized representative.
- 4. <u>Security Procedures</u>. Credit Union's security procedures involve identification verification methods, such as photo identification, signature verification, confidential passwords or codes, and/or call-back procedures. Credit Union reserves the right to change its security procedures from time to time. Originator shall be responsible to maintain the confidentiality of any applicable password(s)/code(s) and shall immediately notify Credit Union if Originator knows or suspects that the password(s)/code(s) have been compromised. Originator agrees that Credit Union's security procedures are commercially reasonable and any funds transfer request verified in compliance with Credit Union's security procedures, whether or not actually authorized by Originator, shall be treated as Originator's authorized request.
- 5. Rejection of Wire Transfer Request. Credit Union reserves the right, at its sole discretion, to reject any funds transfer request for any reason including, but not limited to, insufficient collected funds in the specified account; inability to verify Originator's identification or authenticate the funds transfer request to Credit Union's satisfaction; failure to provide applicable password(s) or code(s) with the funds transfer request; or incomplete, incorrect, inconsistent or ambiguous information in the funds transfer request. Credit Union will make a reasonable effort to notify Originator by phone or mail if it rejects the funds transfer request. Notwithstanding, Credit Union shall not be liable for any loss or damage associated with Credit Union's refusal, with or without notice, to process a funds transfer request.
- 6. Recording, Records and Error Resolution. Credit Union may, at its sole discretion, record and maintain records of any and all communications or transactions between Originator and Credit Union, whether written, verbal, telephonic or electronic. Wire transfers will be reflected on Originator's periodic account statement. Originator should review each periodic account statement and report any errors, discrepancies or unauthorized activity to Credit Union in writing within 14 days after receipt. Failure to do so will relieve Credit Union of any obligation to compensate Originator for any loss or damage in connection with the error, discrepancy or unauthorized activity.
- 7. <u>Cancellation or Amendment</u>. Originator has no right to cancel or amend a funds transfer request. Credit Union may, but is not obligated to, use reasonable efforts to act on such a request, and shall not be liable for failure to do so. Originator agrees to indemnify and hold Credit Union harmless from any and all liabilities, damages, costs and expenses in connection with a request to cancel or amend. Originator shall not be entitled to reimbursement of any funds until it is determined that the beneficiary has not received the funds and the funds are returned to Credit Union.
- 8. <u>Inconsistent or Erroneous Information</u>. It is Originator's responsibility to provide accurate information in the specific instructions. A funds transfer request may be processed on the basis of the account number provided, even if the account number identifies a beneficiary different from the beneficiary named by Originator. In addition, a funds transfer may be processed on the basis of the receiving financial institution identifying number provided, even if it identifies a financial institution different from the financial institution named by Originator. Originator shall still be responsible to pay the amount of any funds transfer so processed and Credit Union shall not be liable for any loss or damage resulting from any delay caused by efforts to reconcile inconsistent or erroneous information.
- 9. <u>Force Majeure</u>. Notwithstanding any other provision in this Agreement, Credit Union is not responsible for any loss, expense, damage, delay or failure to perform caused by accident, strike, fire, flood, war, riot, emergency condition, power failure, equipment malfunction, acts of third parties, acts of God, or any other circumstance beyond the reasonable control of Credit Union.
- 10. <u>Limitation of Liability</u>. Originator agrees to indemnify and hold Credit Union and its directors, officers, employees, and agents harmless against any claim arising from or in connection with this Agreement or Credit Union's performance of funds transfer services. Originator agrees to take any and all reasonable action to mitigate any potential or actual loss or liability hereunder. In all cases, Credit Union's liability for any act or failure to act under this Agreement shall be limited to Originator's resulting direct loss, if any, and payment of interest. UNDER NO CIRCUMSTANCES SHALL CREDIT UNION BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGE IN CONNECTION WITH THIS AGREEMENT.
- 11. Fedwire and Applicable Law. Fedwire is the funds transfer system of the U.S. Federal Reserve Banks. Credit Union or any other financial institution involved may use Fedwire and/or Western Corporate Federal Credit Union (WesCorp) to complete the funds transfer. Funds transfers are governed by Regulation J [12 C.F.R. Part 205] and Division 11 of the California Commercial Code. This Agreement and any transaction initiated hereunder shall in all respects be governed by and construed in accordance with the laws of the State of California.
- 12. <u>Authorization</u>. If Originator is a corporation, partnership, or other business organization or entity, Originator represents and warrants that the person signing the funds transfer request has the authority to request the funds transfer and bind the Originator accordingly.

I AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. I WARRANT THAT I AM AUTHORIZED TO INITIATE THE FUNDS TRANSFER REQUEST AS HEREIN DESCRIBED, THAT THE SPECIFIC INSTRUCTIONS ARE COMPLETE AND ACCURATE, AND I HEREBY AUTHORIZE CREDIT UNION TO DEBIT MY ACCOUNT AND PROCESS THIS WIRE TRANSFER REQUEST IN ACCORDANCE WITH THESE INSTRUCTIONS.

Originator Signature:	 Date: