

## DOMESTIC & INTERNATIONAL WIRE TRANSFER REQUEST FOR LINE OF CREDIT

By completing and signing this request form, I authorize The Bancorp Bank (Bank) to make a one-time electronic wire transfer using funds advanced from my Line of Credit account and as such understand the credit advance under my Line of Credit is subject to all terms of the Line of Credit Agreement.

Please complete the information below to authorize a written wire transfer request. (International information required only if applicable). An incomplete form will delay processing. **Fee(s) may be assessed by the receiving, intermediary and/or beneficiary financial institution(s) for a wire transfer returned for insufficient or incorrect information which you provided that prevented the funds from being applied to the beneficiary account. The fee(s) may vary and will be deducted from the funds returned to your Line of Credit account by the financial institution(s) charging the fee(s).**

*NOTE: Wire transfer requests received prior to 4:00 PM ET will be processed the same business day if funds are available and call back verification has been completed.*

### PART 1: Originator (Sender) Information

Customer Name

Customer 10-Digit Loan Account Number

Customer Address

City

State

Country

ZIP Code

### PART 2: Beneficiary (Recipient) Information

Beneficiary Account Name

Beneficiary Account Number

Beneficiary Address

City

State

Country

ZIP Code

Beneficiary Bank Name

ABA Routing Number (Domestic)

Swift Code (International)

Beneficiary Bank Address

City

State

Country

ZIP Code

Your Reference (if any)

# DOMESTIC & INTERNATIONAL WIRE TRANSFER REQUEST FOR LINE OF CREDIT

Page 2 of 5

## PART 3: Intermediary Bank Information

If requesting an international U.S. Dollar wire transfer:

Intermediary Bank Name

ABA Routing Number

Intermediary Bank Address

City

State

Country

ZIP Code

## PART 4: Currency Selection and Amount

U.S. Dollar (For international wires in U.S. Dollars, U.S. intermediary bank information is required in Part 3, above)

Other: \_\_\_\_\_  
Specify Currency

Amount of Wire Transfer

Purpose of Wire\* (please include specific reason for the wire transfer request)

*\*Completion of the "Purpose of Wire" section is mandatory. Provide a brief, specific description of the purpose of the wire transfer. The Bank has a responsibility to understand each customer's transactions to determine if a transfer fits the customer's profile. If no apparent purpose is provided or is unclear, the Bank's Wire Transfer Department may contact the customer for additional information.*

## PART 5: Customer's Signature Authorizing Credit Advance, Wire Transfer and Call Back Number

I acknowledge that I have received and had an opportunity to review this Domestic and International Wire Transfer Request For Line of Credit ("Request") and the Agreement for Outgoing Domestic and International Wire Transfer Request for Line of Credit as contained within this Request. I acknowledge that I am responsible for providing The Bancorp Bank with all information required by the Beneficiary's bank, including the reason for payment. Sending wires without the required information can cause the wire to be delayed, returned, or assessed additional fees. By signing, I certify that all of the information on this Request is correct. **The Beneficiary account number and Beneficiary bank identification number (e.g. IBAN, ABA routing number or swift code) I provided are complete and accurate, and I understand I could lose the full wire transfer amount if this information is incorrect.** I authorize The Bancorp Bank to rely on the information in this Request when making the requested wire transfer.

Signature of Authorized Account Signer

Date (mm/dd/yyyy)

Print Name

Phone Number on File  
for Call-back Verification

*Note: Callback verification is required prior to processing the wire. The customer takes full responsibility and assumes any and all liability for unauthorized account access, identity theft and/or fraud.*

Please **fax** this completed form to:

Kestra Loan Access Attn: Lending Team  
Fax: 302.791.5787

# DOMESTIC & INTERNATIONAL WIRE TRANSFER REQUEST FOR LINE OF CREDIT

Page 3 of 5

## AGREEMENT FOR OUTGOING DOMESTIC AND INTERNATIONAL WIRE TRANSFER REQUEST FOR LINE OF CREDIT

These are the terms and conditions under which The Bancorp Bank (Bank) will provide wire transfer services to the Bank's Line of Credit Customer (Customer) pursuant to this Agreement for Outgoing Domestic and International Wire Transfer Request for Line of Credit (Agreement).

In consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

- 1) **Authority.** Subject to the terms and conditions of this Agreement, Customer hereby authorizes Bank and Bank hereby agrees to honor, execute and charge to Customer's designated account(s) at Bank all written (including via facsimile transmission or other Bank-approved means) requests by Customer for the wire transfer of funds. As used in this Agreement, the term "transfer" or "wire transfer" shall be deemed to include a transfer of funds by means of the Federal Reserve Bank Fedwire Funds Service or other means. The term "wire" or "wire transfer" does not include transfers made through the Automated Clearing House (ACH) system.
- 2) **Security Procedures.** Bank has established security procedures to be used in connection with wire transfer requests and Bank shall apply these procedures accordingly. Customer agrees to accept the security procedures as implemented. The Bank uses the wire transfer purpose along with callback procedures and signature review to validate the authenticity of the request and the identity of the Customer.

Regardless of the type of wire transfer request that was initiated, if Customer believes or has reason to believe that the confidentiality of such security procedures has been compromised, notice of that fact shall be given to Bank in writing immediately, but in no event no later than one business day from the date of discovery. Customer further covenants and agrees that no individual will be allowed to initiate wire transfers on its behalf in the absence of proper supervision by Customer, and Customer shall implement and maintain at all times adequate safeguards to prevent unauthorized wire transfer requests from being made on its behalf. Bank reserves the right to change its security procedures as deemed necessary in its sole discretion.
- 3) **Verification of Wire Transfer Requests.** Bank will process a wire transfer request from Customer only when it has complied with Bank's security and verification procedures. Upon receipt of a wire transfer request from Customer (if Customer is a natural person), Bank will call Customer (if Customer is a natural person requesting a wire transfer for himself or herself) at the telephone number on file for such Customer and require Customer to confirm the wire transfer request and comply with any other verification procedures then in effect. Customer agrees to supply Bank, upon request, any information Bank may reasonably request, including, but not limited to, further evidence of authority to consummate such wire transfers or perform other acts under the terms of this Agreement. Customer acknowledges that Bank has no obligation to make repeated attempts to call the Customer for callback verification. Bank will reject any wire transfer request that cannot be verified as provided in this paragraph 3. Bank will notify Customer by telephone or electronically in writing of its rejection of any wire transfer request. Customer agrees that any wire transfer request, or request for amendment to or cancellation thereof under Paragraph 8 hereof, that is made pursuant to the security and verification procedures set forth in Paragraphs 2 and 3, shall be conclusively deemed the Customer's instruction, whether or not Customer has authorized the same, and Customer shall be required to pay Bank, and Bank is authorized to charge Customer's account, for any such wire transfer request made pursuant to the security and verification procedures set forth in Paragraph 2 and Paragraph 3.
- 4) **Adequacy of Security and Verification Procedures.** Customer acknowledges that the security and verification procedures set forth herein, and otherwise implemented by Bank from time to time, will not detect error in the transmission or content of the wire transfer instruction, and Customer agrees that it shall be solely responsible for the discovery and identification of any error and to advise Bank of such error as prescribed herein. Customer agrees that the security and verification procedures set forth in Paragraphs 2 and 3 of the Agreement, and otherwise implemented by Bank from time to time, are commercially reasonable, and that Customer shall be bound by any wire transfer instruction issued in Customer's name and accepted by Bank in compliance with the security and verification procedures set forth herein and as otherwise may be implemented by Bank from time to time.
- 5) **Procedure.** All wire transfer requests will conform to Bank's then-existing procedures, which may be amended by Bank from time to time in its sole discretion. Such procedures include the method for submitting wire transfer requests and cut-off times. Customer understands that cut-off times at the beneficiary's (bank and intermediary bank(s)) may differ from Bank's cut-off times which could cause a delay in the beneficiary's receipt of the wire transfer payment. Customer understands that the account/routing/transit number assigned to banks and to the accounts of recipients of wire transfers is critical to the transfer function. Customer acknowledges and agrees that Bank and the beneficiary's bank may rely solely upon the account/routing/transit number or similar identifying number Customer provided in the wire transfer request to identify (a) the beneficiary, (b) the beneficiary's bank, and (c) an intermediary bank to be used in executing such wire transfer. Customer shall be required to pay Bank, and Bank is authorized to charge Customer's account, for any wire transfers made by Bank at Customer's request utilizing solely any such account/routing/transit number or similar identifying numbers, even when they have also identified the beneficiary or bank by name. In the event of a discrepancy in Customer's wire transfer request between the name of the beneficiary of a bank and such beneficiary's account/routing/transit or similar identifying number, Bank will, and is authorized to, make payment on the basis of such identifying number, even if it results in a beneficiary or bank other than the one designated by the Customer by name being paid.
- 6) **Recording Telephone Conversations.** Customer authorizes Bank to electronically record any telephone conversation between Bank and Customer in its sole discretion, and to retain such recordings indefinitely.
- 7) **Time of Wire Transfer Request; Sufficient Funds Available.** Bank shall provide Customer with a schedule showing the business hours during which it handles wire transfer requests. Please refer to Addendum A to this Agreement below, which may be amended by Bank from time to time. Requests received on a non-business day or after hours on any business day will be handled on the next business day. Bank may act upon all wire transfer requests on the date received, when received prior to the deadlines required by Bank. Bank shall not be required to act on the day it receives a request, if it receives the request after the business hours set forth in its schedule or cannot reasonably execute the wire transfer request within such business hours. Bank is authorized to use any means for the transmission of funds that Bank may consider suitable. Bank shall not be required to honor wire transfer requests, unless Customer has or arranges to have in its account(s) at Bank a balance of actually and finally collected funds sufficient to cover the amount of the wire transfer and service fees to be charged for same to such account(s). Because of circumstances beyond its control, if Bank is delayed beyond the time limits provided in the schedule or by law in acting upon a transfer request, the time for acting shall be extended for the time necessary to complete the action, if Bank exercises such diligence, as the circumstances require.

# DOMESTIC & INTERNATIONAL WIRE TRANSFER REQUEST FOR LINE OF CREDIT

Page 4 of 5

- 8) **Handling of Wire Transfer Requests, Amendments, Revocations and Discrepancies.** Customer may ask Bank to amend or cancel any wire transfer or related instruction (authenticated by procedures set forth in Paragraph 3, Paragraph 4 or Paragraph 5 of this Agreement), and Bank will use its best efforts to comply with such request if the request is made at a time and in a manner that gives Bank a reasonable opportunity to act on the request before it makes the wire transfer or carries out the instruction as Customer originally requested; provided, however, that Customer agrees that Bank shall not be responsible and will have no liability for any loss resulting from any delay in handling or consummation of any wire transfer request, or for Bank's inability for any reason to carry out a requested amendment or cancellation of any wire transfer request. If Customer asks Bank to recover funds that Bank has already transferred in accordance with a wire transfer request, Bank may do so in its sole discretion, but Bank shall be under no obligation to seek recovery of any funds. If Bank grants such request to attempt to recover funds, Bank will take such action, as it deems reasonable under the circumstances, including, for example, sending a request to reverse the wire transfer to any financial institution that received such funds. In no event, however, shall Bank be deemed to have guaranteed or otherwise assured the recovery of any portion of the amount transferred, nor to have accepted responsibility for any amount transferred before Bank received and had time to act upon the request to amend or cancel the transfer request.
- 9) **Currency Conversion.** Unless specified to the contrary, a request by Customer for a wire transfer of funds shall be sent in United States Dollars. Customer agrees that if it requests a transfer of funds in a currency other than United States Dollars, Bank will convert the currency at Bank's current exchange rate for the specified foreign currency. If any funds are returned to Customer in a currency other than United States Dollars, Bank will convert the returned foreign currency into United States Dollars at its current exchange rate for such currency at the time of the return. If Bank does not have current exchange rates for the particular foreign currency involved, Bank will use its best efforts to convert the currency promptly through reasonable commercial and/or banking channels, and Customer shall pay Bank a reasonable fee for such. In no event shall Bank be liable to Customer for any losses arising from currency conversions effected by Bank in good faith within a reasonable time after receiving funds for conversion.
- 10) **Duties of Bank.** Bank has only those duties and responsibilities specifically set forth in this Agreement. Bank shall exercise the same degree of care and discretion in acting upon an instruction for the wire transfer of funds as Bank would ordinarily take in the wire transfer of funds for its own account; PROVIDED, HOWEVER, BANK SHALL NOT BE LIABLE FOR ANY ERROR OF JUDGMENT OR FOR ANY ACTION TAKEN OR OMITTED BY BANK EXCEPT FOR GROSS NEGLIGENCE OR WILFUL MISCONDUCT. Any claim for compensation by Customer must be made in writing and received by Bank within a reasonable time, not exceeding fourteen (14) days from the date of the transaction on which the claim is based.
- 11) **Release and Indemnification of Bank.** Customer hereby agrees to release and indemnify and hold harmless Bank, its directors, officers, employees and agents (Indemnitees) from all claims, causes of action, damages, demands, judgments and expenses (including their attorneys' fees), liabilities and other losses of any kind incurred by or asserted against such Indemnitees in any way resulting from, relating to, or arising out of the services provided herein, the provision of invalid or inaccurate data by Customer, its directors, officers, employees, agents or anyone else acting on Customer's behalf, or any acts or omissions of Customer or any third party or otherwise, except to the extent that such claims, causes of action, damages, demand, judgments and expenses, liabilities or other losses are the result of Bank's gross negligence or willful misconduct as provided in Paragraph 10 hereof. Customer acknowledges that this release and indemnification shall survive the termination of this Agreement.
- 12) **Limitation of Liability.** BANK SHALL NOT BE OBLIGATED TO ASSURE THAT ANY FUNDS OF THE CUSTOMER ARE IN FACT APPLIED OR USED FOR ANY PURPOSES SO REPRESENTED OR FOR ANY OTHER PROPER PURPOSE; AND BANK SHALL IN NO EVENT BE RESPONSIBLE OR HELD LIABLE FOR ANY MISAPPLICATION OR MISUSE OF ANY FUNDS OR OTHER PROPERTY OF THE CUSTOMER TRANSFERRED OR DISPOSED OF PURSUANT TO ANY AUTHORITY HEREIN GRANTED. BANK IN NO EVENT SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, SUCH AS, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS OR OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR FAILURE OF PERFORMANCE OF SERVICES HEREUNDER. Nor shall Bank be liable for the insolvency, neglect, misconduct, mistake or default of another bank or person in initiating or completing wire transfer transactions.
- 13) **Fees and Charges.** Bank may charge to Customer's account(s) such reasonable wire transfer fees as Bank may impose from time to time in accordance with its Schedule of Fees. Bank may also reimburse itself by debits to Customer's account(s) for any direct charges incurred by Bank in connection with transfers of funds, including, but not limited to, any charges from a third party, telex transmission charges, transfer fees, international wire transfer charges, and other similar charges.
- 14) **Force Majeure.** Bank shall not be liable or responsible for failure to perform, delays or errors that occur by reason of acts of civil or banking authorities, national emergencies, labor difficulties, acts of God, insurrection, war, power supply failure, malfunctions or unavoidable difficulties with Bank's wire transfer equipment, delays or failure to act by any carrier and/or agent Bank may use to carry out the services to be provided under this Agreement, or any other cause or condition beyond Bank's control.
- 15) **Termination.** This Agreement shall remain in full force and effect until terminated by either party by written notice, which notice shall specify the date of such termination. Any such termination shall not affect any rights or obligations of either party that accrue prior to the effective date of termination. Bank may terminate this Agreement immediately if it has reasonable cause to believe that Customer is committing or attempting to commit an illegal or otherwise improper act, whether by means of transfer requests or other instructions covered by this Agreement or by any other means. All representations, warranties and obligations of Customer shall survive any termination of this Agreement, whether with or without cause.
- 16) **Compliance with Laws.** By using wire transfer services, or any other service provided by Bank, Customer hereby represents that Customer is authorized under U.S. federal, state and local laws to conduct financial transactions with Bank and Customer is not subject to sanctions by the Office of Foreign Assets Control (OFAC). Bank vigorously enforces the laws and regulations promulgated by OFAC and, in accordance with OFAC rules, Bank reserves the right to: (i) check the names of current and new Customers against OFAC's database, and (ii) block and/or reject transactions until Bank is satisfied that Customer, or any of Customer's beneficiaries, beneficial owners, collateral owners, guarantors/co-signers and/or receiving parties are not subject to OFAC sanctions. Customer hereby represents and warrants to promptly notify Bank if Customer, or any of Customer's beneficiaries, beneficial owners, collateral owners, guarantors/co-signers and/or receiving parties, have been, are now, or ever become subject to OFAC sanctions.
- 17) **Governing Law.** This Agreement shall be governed by the laws of the State of Delaware, including Article 4A of the Uniform Commercial Code, as adopted, and applicable federal law. All wire transfer instructions issued to Bank in the name of Customer shall also be subject to the rules and regulations of any funds transfer system used by Bank and, where applicable, Subpart B of Regulation J, 12 CFR Part 210. If a wire transfer instruction is to be handled under any general or specific statute, rule, regulation or license of the United States or any agency thereof, it is understood that such wire transfer instruction shall be subject to such statute, rule, regulation or license. Customer consents to the jurisdiction of the courts of the State of Delaware and waives any argument that such a venue is inconvenient.

# DOMESTIC & INTERNATIONAL WIRE TRANSFER REQUEST FOR LINE OF CREDIT

Page 5 of 5

- 18) **Successors and Assigns.** The provisions of this Agreement shall be binding upon and inure to the benefit of any legal successor to Bank or to Customer, whether by merger, consolidation or otherwise. This Agreement may not be assigned or transferred by Customer without the prior written consent of Bank.
- 19) **Severability.** Should any provision of this Agreement be declared invalid or unenforceable, the provision shall be ineffective only to the extent of the invalidity or unenforceability. The remaining provisions of this Agreement shall remain in full force and effect.
- 20) **Amendments and Modifications.** Bank may, from time to time, notify Customer of an amendment, change or modification to the terms and conditions contained in this Agreement. By delivering wire transfer instructions to Bank on or after 30 days following the date such notice is sent by Bank, Customer will be conclusively deemed to have agreed to any amendment, change or modification contained in the notice.
- 21) **Notices.** All written notices required or desired to be given under this Agreement shall be sent by mail to the parties at the names and addresses on file with the Bank (or to Customer by Bank electronically as provided herein or as otherwise consented to by Customer).

## ADDENDUM A

### Wire Transfer Processing Times

- The Wire Transfer Department is open between 8:30 AM ET to 5:00 PM ET, Monday through Friday. Outgoing wire transfer requests received prior to 4:00 PM ET will be processed the same business day if funds are available and call back verification has been completed (where applicable). Incoming wire transfers to non-deposit accounts received between 8:30 AM ET and 4:00 PM ET are processed the same business day.
- Funds from incoming wire transfers are applied to your account the day the funds are received.
- The Bancorp Bank does not assess a fee for incoming wire transfers. The intermediary institution processing the transfer and remitting payment on behalf of the originating institution may assess a fee.
- Fee(s) may be assessed by the receiving, intermediary and/or beneficiary financial institution(s) for a wire transfer returned for insufficient or incorrect information which you provided that prevented the funds from being applied to the beneficiary account. The fee(s) may vary and will be deducted from the funds returned to your Line of Credit account by the financial institution(s) charging the fee(s).

Wire transfers are not processed on weekends or Federal Reserve Bank holidays.

## FOR BANK USE ONLY

New Loan/In Process	Existing Loan Account	Loan Available Amount	Next Payment Due Date
Purpose of Wire Verified by	Telephone Number on File Verified by	Loan Reviewed by	Advance Post by
Loan Ops Approval	Callback Verification Date	Callback Verification Time	Callback Telephone Number
Wire Room Verification by	Disclosure Requires — International Consumer Wire Only (Yes/No)		
Email Address for Disclosure	Customer's Authorized Rep.		
Last 4 Digits of SSN (Consumer)	Date of Birth (Consumer)	Last 4 Digits of TIN (Trust/Entity)	Date of Formation (Trust/Entity)
Wire Transfer Entered by	Wire Transfer Verified by	Date Processed	
USD Equivalent	Contract ID	Confirmed by (Initials)	
Exchange Rate	Delivery Date to Beneficiary	International Wire (Initials)	