

# Citizens Bank

## DOMESTIC/INTERNATIONAL FUNDS TRANSFER AGREEMENT

Whereas the undersigned Depositor from time to time requests by means of oral, written, telephonic or electronic instructions or orders the transfer of funds to other banks for credit to persons/accounts designated by this Depositor or from one Depositor account(s) at Citizens Bank ("Bank") to another Depositor account(s) at Bank; and whereas the Bank is unable to obtain its normal written instructions and authorization on the same day;

THEREFORE, in consideration of Bank's acting upon oral, written, telephonic or electronic requests for the transfer of funds in lieu of its requirement of written instruction, commencing \_\_\_\_\_, \_\_\_\_\_, we hereby authorize you:

1. To honor, execute and charge to Depositor's account(s) at Bank all oral, written, telephonic or electronic requests or orders for the transfer of funds when such requests or orders are received from an authorized representative of Depositor listed in the Funds Transfer Authorization Agreement provided in connection herewith in form acceptable to Bank and are made in compliance with Bank's transfer procedures.
2. To transfer funds from specific Depositor account(s) with Bank to any other specified Depositor bank account(s) whether such account(s) are with Bank or other bank(s).
3. To transfer funds from Depositor account(s) with Bank to any account(s) of a third party, whether such third party account(s) are with Bank or other bank(s).
4. To record all instructions received by Bank's Funds Transfer Department from the Depositor and retain the recordings for a minimum of sixty-one (61) days following such requests.
5. To act upon all transfer requests on the date received, when received prior to the deadlines required by the Bank, and when no value date restrictions apply, and to use any means for the transmission of funds Bank may consider suitable and to charge Depositor's account(s) for any direct charge to Bank for the transfer, including any access charge from Federal Reserve Bank for transfer of funds, electronic transmission charges, and correspondents' charges.
6. To transfer funds based upon predetermined criteria described in written instructions to Bank signed by an authorized representative of the Depositor.
7. To charge Bank's standard fees, from time to time in effect to any account of Depositor.

It is understood that this funds transfer service is provided as a convenience to Depositor and in consideration of the discharge by Bank of its obligations hereunder, we:

1. Release Bank and its correspondents or agents from responsibility for loss, damage, attorneys' fees, costs and expenses due to errors, delays or inaccuracies in transmission except where same is the result of Bank's gross negligence or willful misconduct, and from liability for losses arising out of interruption of business due to acts of God, acts of governmental authority, or a public enemy, or of war, riots, fires, floods, civil commotions, insurrections, labor difficulties, severe or adverse weather conditions, or other causes beyond Bank's control.
2. Subject to the terms and provisions of this Agreement, agree that compensation, if any, for the loss of interest or use of funds due Depositor as a result of a Bank error or of Bank's failure to execute a transfer request on the date received, when received prior to the deadline established by Bank, and when such execution or error is within Bank's control, will be for a period not exceeding sixty-one (61) days or the date of actual transfer or error correction whichever occurs first, and will be in the form of either of the following at the option of Bank:
  - a. Adjustment of the aggregate ledger and collected balances of Depositor's account(s) to reflect properly in the average balances on the account analysis the amounts that would have resulted had no error occurred; or
  - b. Reimbursement not exceeding the average Fed Funds interest rate for the period and amount in question, less reserves, computed on a daily basis.
  - c. In no event shall Bank be liable or responsible for any consequential, exemplary, punitive, or special damages.
3. Agree to report any discrepancies between Depositor's records of these transactions and the statement furnished by Bank in writing within thirty (30) days after the statement date, it being expressly agreed that the failure to notify Bank of any discrepancies within the sixty-one(61) day period will relieve Bank of any liability in respect of such discrepancies.

4. Agree that if the transfer is requested in US Dollars to a foreign country, payment may, at the paying bank's option, be made in the currency of the country to which the transfer is made and at the paying bank's buying rate of exchange for US Dollar transfers.
5. Assume full responsibility for all transfers made by Bank in good faith in accordance with these procedures and agree that Bank shall be conclusively deemed to have exercised ordinary care if it has followed these procedures or if Depository has not followed them.
6. Agree that as of the close of each business day, the transfer requests will not exceed the collected balance of the account(s); provided, however, that if Bank elects to make a transfer which exceeds the collected balance at the close of business, Depositor shall remain liable for any amount transferred in excess of the collected balance in the account(s).
7. Agree to supply Bank, in addition to a Funds Transfer Authorization Agreement, any other information that Bank may reasonably request including but not limited to money amount, accounts affected, date of transfer, supplemental instructions and further evidence of any representative's authority to transfer funds or to do any other act contemplated under these procedures. Bank will assign Depositor a Security Code Number which authorized representatives must use when requesting Bank to make funds transfers.
8. Agree that Bank may change these procedures upon written notice to Depositor.

Confirmation and advice of each transfer can be viewed online.

Depositor represents and warrants to Bank that the officer executing this Agreement has full corporate authority to execute and deliver this Agreement, that this Agreement has been duly authorized by Depositor and is binding in all respects on Depositor and that all persons designated on the Funds Transfer Authorization Agreement provided in connection herewith are authorized and empowered in all respects to act as contemplated herein for and on behalf of the Depositor.

Depositor may terminate this Agreement upon thirty (30) days written notice to Bank. Bank may terminate this Agreement without notice to Depositor.

Dated: \_\_\_\_\_, \_\_\_\_\_

Depositor: \_\_\_\_\_

By: \_\_\_\_\_

Accepted: Title: \_\_\_\_\_

CITIZENS BANK

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, \_\_\_\_\_

**DOMESTIC/INTERNATIONAL  
FUNDS TRANSFER AUTHORIZATION AGREEMENT**

Customer Name: \_\_\_\_\_ Account #: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone (business): \_\_\_\_\_ Phone (home): \_\_\_\_\_

Phone (other): \_\_\_\_\_

I hereby authorize CITIZENS BANK ("Bank") to charge my account # \_\_\_\_\_ in the name(s) of \_\_\_\_\_ for wire transfers requested by oral, written, telephonic or electronic means.

**CONDITIONS:**

1. If funds are not available in my account(s) at the time of the transfer, the wire transfer will not be made.
2. Debit advice when my account(s) is charged for the wire transfer including the fee can be viewed online.
3. The Bank cannot guarantee that the wire transfer will be made the same business day unless it is authorized prior to 1:30 p.m. Monday through Friday except Federal Holidays.
4. It is understood that without any assigned preauthorization code, I will not be able to transact wire transfers in my absence.
5. Call back procedures are required for wire transfers requested by oral, written, telephonic or electronic means. Originator can be reached at one of the telephone numbers provided..
6. Due to any out-of-the-ordinary circumstances, this preauthorized wire transfer form can be voided by the Bank without prior notice to me.

**PERSON(S) AUTHORIZED TO ORIGINATE FUNDS TRANSFERS:**

NAME	LIMIT	CALL BACK #
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____

CUSTOMER ID: \_\_\_\_\_

SECURITY PASSWORD: \_\_\_\_\_

If you feel there has been a breach of security concerning your Customer ID or Security Password, contact the Bank's Wire Transfer Department immediately.

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date