



MYONLINEBANKING COMMERCIAL CASH MANAGEMENT
Wire Transfer Service Agreement

Company Name

Company Address

City, State Zip Code

Phone Number

BankPacific, Ltd.
151 Aspinall Ave.
Hagatna, Guam 96910

The following terms and conditions shall apply to the use of the wire transfer services provided to *Customer* by BankPacific ("Bank").

1. Wire Transfer Requests (Outgoing funds)

Bank maintains a wire transfer system pursuant to which Bank shall initiate and receive funds transfers via FedLine (Federal Reserve Bank). In order to comply with Federal Regulations, the use of a completed "BankPacific Wire Transfer Form" is required to request a wire transfer. The completed form must be presented to a BankPacific employee either in person or by fax. A BankPacific employee must verify available funds before the wire transfer can be transmitted. Wire transfer requests received via MyOnlineBanking do constitute an official form and are received and funds verified by a Bank employee before they are forwarded to the Wire Transfer Department. Whether the request is received electronically, by fax or in person, the form must be completed and funds available for the wire to be processed.

Customer initiating any wire transfer request shall be responsible for providing all necessary information prescribed by Bank. Customer understands that incorrect information provided on the "BankPacific Wire Transfer Request" form may result in a transfer being returned or funds being transferred to an unintended destination. Customer agrees that Bank shall not be liable to Customer for any information provided by Customer which is inaccurate, incomplete or otherwise incorrect.

Transfers affected by Bank in accordance with this agreement shall be subject to the rules, regulations or by-laws governing the wire transfer network utilized by Bank. Bank reserves the unrestricted right to decline to process or delay the processing of any Wire Transfer: (a) which is in excess of the collected funds balance in the account of Customer to be charged as of initiation of such Transfer; (b) if initiating the Wire Transfer would cause Bank, in Bank's sole discretion, to exceed any volume, aggregate dollar, or similar limits upon wire transfer which are applicable to Bank; or (c) if Bank, in good faith is unable to satisfy itself that the transaction has been properly authorized by Customer. Bank shall incur no liability to Customer caused by the delay in processing a Wire Transfer.

Customer agrees that Bank's responsibility to Customer under this Agreement shall be limited to the exercise of ordinary care. It is not the responsibility of Bank to monitor dollar limitations of Customer employees initiating wire transfers: only to verify that the signature is that of an authorized signer as specified in this Agreement.

2. Notification

It is not the policy or practice of Bank to notify Customer of the receipt of an incoming wire transfer. Incoming wire transfers are posted to the account designated on the wire the next business day. Account balances may be checked to verify receipt of a wire transfer by utilizing MyOnlineBanking or the service center (671-472-6704). "Pay upon proper ID" wires are online posted to an internal account. Receipt of the funds must be in person after proper ID has been verified.

3. Fees

Customer agrees to pay Bank all fees when due for the services provided Customer hereunder pursuant to its normal fee schedule, which fee schedule may be modified without notice to Customer.

4. Processing Hours

8:00 AM – 3:00 PM Guam Time Wire requests received after 3:00 PM will be processed by 8:00 AM the next banking day. Incoming wires will be posted the next business day.

5. Security Procedures

It is the policy of BankPacific to receive all wire transfer requests either electronically via MyOnlineBanking or on the "BankPacific Wire Transfer Request" form. Outgoing wire transfer requests will only be originated for BankPacific account holders. Forms completed in person at a BankPacific location must be signed by the account holder with proper ID provided and funds verified by a BankPacific employee before being forwarded to the CPC Department. Telephone requests must have a BankPacific employee complete the transfer form. The employee will verify the identification of the caller by asking account related questions. The employee will also verify the collected funds in the account. A Bank Officer is required to sign the form in place of the account holder. Wire transfer requests by fax should be directed to the local branch (please call ahead to advise staff a fax request is coming). Upon receipt, bank staff will initiate a call back to the sender for verification. Signatures on faxed requests will be compared to bank signature cards. A Bank Officer is required to sign all wire requests received by fax. MyOnlineBanking users must be enrolled in the service to transmit wire requests. Authorities and individual user rights are assigned at the customer level and access is password driven. MyOnlineBanking will not allow a wire transfer request to be submitted by the customer if the

account to be debited does not have sufficient funds.

If the Customer is a Cash Management customer, this Agreement must be signed by an authorized representative of the Customer.

Cash Management customers must complete and fax a "BankPacifc Wire Transfer Request" form to number 671-477-4765. The Bank will verify funds and signatures. They will then forward the request form to the Wire Transfer Department.

6. Limitation of Liability; Indemnity

Customer agrees that Bank's responsibility to Customer under this Agreement shall be limited to the exercise of ordinary care. It is not the responsibility of Bank to monitor dollar limitations of Customer employees initiating wire transfers: only to verify that the signature is that of an authorized signer as specified in this Agreement.

Bank shall not be responsible for any expense, claim, loss or damage except that which arises out of its negligent acts committed by any of its employees in the performance of the service(s) under this Agreement. In no event shall Bank be liable for an attorneys' fees or for any special, incidental, consequential or exemplary damages, including, but not limited to, lost profits, from any cause whatsoever arising out of, or in any way connected with this Agreement. Customer expressly agrees with Bank that Bank shall be deemed to have acted without negligence in performing under this Agreement if Bank has complied with Bank's policy and procedures. Provided Bank shall have exercised ordinary care in the performance of its obligations under this Agreement, Customer agrees to indemnify and hold Bank harmless from and against any and all claims, damages, losses, liabilities, costs, and expenses (including but not limited to attorneys' fees and court costs) of any nature whatsoever arising directly or indirectly from Customer's use of Banks wire transfer services.

7. Force Majeure

Notwithstanding any other provisions of this Agreement to the contrary, Bank shall not be liable for its failure to act upon or delay in acting upon, or default in performance of any obligation in which failure or delay results from interruptions of Bank's business due to equipment failure or malfunction, failure in common communication carrier, energy shortage, act of God, act of government authority, act of public enemy or war or riot, flood, civil commotion, labor difficulty, severe or adverse weather condition, or without limiting the generality of the foregoing other causes beyond Bank's control.

8. Client Attestation:

I (we) hereby as, for or on behalf of Customer represent, warrant to, and covenant with Bank that I (we) have the authority to execute and deliver any and all documentation required to authorize a wire transfer request by or on behalf of Customer, including this Agreement in accordance with law and, if applicable, any articles or bylaws adopted by the Customer, that said authority has not been amended or rescinded and is in full force and effect, and that I (we) as, for and on behalf of Customer, am duly authorized so to act. Bank, in accepting this Agreement, is expressly acting and relying upon the aforesaid representations and warranties.

CUSTOMER INFORMATION

Authorized Representative _____ (Company Name)

By: _____ (Print or Type)

Signature: _____

Title: _____

Date: _____

FOR BANKPACIFIC USE ONLY

Authorized By: _____

Signature: _____

Title: _____

Date: _____

