

Capital Bank, N.A. Wire Transfer Agreement

This agreement is entered into this ____ day of _____, 20____ (together with all Addendums to this agreement, which are incorporated by reference, the "Agreement") by and between _____ (the "Company") and **Capital Bank, N.A.**, with its principal place of business at One Church St., Ste. 300, Rockville, MD 20850 (the "Bank"):

RECITALS

A. The Company has requested the Bank to initiate wire transfers of funds (each a "Wire Transfer") upon receiving payment instructions from the Company delivered in accordance with the procedures described in this Agreement (each a "Payment Order"); and

B. The Bank is willing to accept Payment Orders and initiate Wire Transfers on behalf of the Company (the "Wire Transfer Service") subject to the following terms and conditions:

NOW, THEREFORE, in consideration of the mutual premises contained in this Agreement, the Company and the Bank agree as follows:

1. Upon receipt of a Payment Order from an Authorized Agent of the Company, and subject to the terms and conditions of this Agreement, the Bank is authorized and directed to initiate a Wire Transfer from any demand deposit account of the Company now or hereafter maintained with the Bank to whatever financial institution, account or person the Authorized Agent may designate from time to time in a Payment Order (the "Beneficiary").

Each officer or agent of the Company who has authority to deliver a Payment Order to the Bank shall be identified as described in the Security Addendum. Each such individual is referred to in this Agreement as an "Authorized Agent." The Security Addendum also establishes (i) dollar limits, if any, on such Authorized Agent's authority and (ii) whether the Authorized Agent's has authority to initiate Wire Transfers to a Beneficiary's account at a financial institution in a jurisdiction other than the United States.

2. The Bank is also authorized to initiate Wire Transfers based upon Payment Orders received as agreed upon in the attached Security Addendum.
3. Payment Orders received by the Bank shall be effective as the Company's instructions, whether or not authorized in fact, as long as they are initiated in accordance with the security procedures described in the Security Addendum. The Company shall notify the Bank immediately if the confidentiality of any security procedure is breached.

The Security Addendum provides security procedures to verify the authenticity of the Company's Payment Orders. These procedures shall be kept strictly confidential by Company and shall be disclosed only to those employees and agents of Company who are required to have them. Company employees and agents will be instructed and required by the Company to not disclose or

provide to any unauthorized person any security procedure, including without limitation any User ID or password or other authentication token, utilized by the employee or agent to authenticate a Payment Order.

4. For each Wire Transfer, the Company agrees to pay to the Bank the amount of each Payment Order sent to the Bank pursuant to this Agreement when the Bank executes a Payment Order intended to carry out the Authorized Agent's instruction. In addition, the Company agrees to pay the Bank's fees for services provided under this Agreement, as those fees may be published or amended from time to time by the Bank. Upon receipt of a Payment Order by the Bank, the Company authorizes the Bank to debit Company account(s) in the amount of the Wire Transfer, plus any fees or other charges. In addition, the Bank is authorized to charge interest or fees on any overdrafts in accordance with the terms and conditions governing the account on which the overdraft occurs; however, nothing in this Agreement obligates the Bank to honor a transfer request if it will create an overdraft.
5. Bank may charge the account or any other account the Company maintains with the Bank at any time for payment of the Wire Transfer and related fees, costs and expenses, including any overdraft created as described in Paragraph 4.
6. The Bank is also authorized to act upon such other directions and instructions relating to such Wire Transfers, including the cancellation or termination of prior requests for such Wire Transfers, as may be provided the Bank from time to time by any Authorized Agent. The authority given the Bank in this paragraph shall continue in full force and effect until written notice of revocation or amendment thereof has been received by the Wire Transfer Department of the Bank and after the Bank shall have had a reasonable opportunity to act.
7. The Company is notified that:
 - If the Beneficiary in a Payment Order is identified by both a name and an identifying or bank account number, and the name and number identify different persons, then execution of the Payment Order, payment to the Beneficiary, or cancellation of the Payment Order may each be made solely on the basis of the number.
 - If a Payment Order of the Company identifies any bank by both a name and an identifying number, and the name and number identify different persons, then the Bank may rely solely on the identifying number.
8. The Company, and not the Bank, shall be liable for any Wire Transfer made from any account of the Company, or for any other act performed by the Bank relating to such Wire Transfer, if such Wire Transfer or related act is either:
 - actually authorized by the Company,
 - actually authorized by an Authorized Agent acting within the scope of his or her authority, or
 - verified by the Bank in accordance with the security procedures selected by the Company in the Security Addendum.
9. Each Payment Order or cancellation of a Payment Order may be processed by use of the funds transfer system of the Federal Reserve Banks ("Fedwire"). The rights and obligations of the Bank and the Company with respect to any Payment Order, any part of which is carried out using Fedwire, will be governed by any applicable laws, the regulations of the Board of Governors of the

Federal Reserve system, and the operating circulars of the Federal Reserve banks. Each Payment Order, or cancellation of a Payment Order, carried out through a funds transfer system will be governed by all applicable funds transfer system rules, whether or not the Bank is a member of the system. The Company acknowledges that the Bank's right to reverse, adjust, stop payment, or delay posting of an executed Payment Order is subject to the laws, regulations, circulars and systems rules described in this Paragraph.

10. The Company agrees that either the Bank or the Company may electronically record telephone conversations relating to Payment Orders and Wire Transfers. The decision to record any telephone conversation is solely at either party's discretion, and neither party has any liability for failing to do so. The Bank and Company agree to comply with all state laws regarding recording conversations.
11. The Bank may establish new authorization and security procedures for Payment Orders and Wire Transfers from time to time. In such event, the Bank may require the Company to update the Security Addendum to this Agreement to conform to such procedures.

Notwithstanding the Security Addendum, the Bank reserves the right, at its option and in its sole discretion, to take additional actions to verify or authenticate any Payment Order or other action related to a Wire Transfer. Additional actions by the Bank may include subsequent telephone calls to the Company, or any other actions which the Bank may deem appropriate. The Bank shall not be liable for its refusal to honor a Payment Order or other action related to a Wire Transfer if the Bank in good faith is unable to satisfy itself that the Company has authorized the Payment Order or other action.

The Bank's failure to verify or authenticate any Payment Order or to establish transfer procedures or authorization codes, or to require the use of any established transfer procedure or authorization code, shall not be evidence of any failure to exercise reasonable care or good faith.

12. The Bank will send to the Company an advice of debit for each Wire Transfer, either in an electronic or fax advice or in the Company's periodic statements. The Company is deemed to approve the accuracy of an advice of debit unless the Bank receives written objection within 10 calendar days after the Company receives the advice.

The Company agrees to notify the Bank in writing of any error, unauthorized transfer or any other discrepancy ("Errors") within ten (10) calendar days from the date the Bank first notifies the Company of the Wire Transfer whether by confirmation, debit advice, periodic statements, or other means. If the Company fails to notify the Bank within that period, the Company will be precluded from asserting the Error, unauthorized transfer, or discrepancy against the Bank. If the Bank is unable to determine whether the Company is complying with the security procedure, the Company is also precluded from asserting the Error. The Bank has no duty to detect Errors and the Company is obligated to pay for the wire transfer request despite any Error. Errors should be reported to the Bank at the notice address set forth below.

13. The Bank agrees that it will use its best efforts to see that Payment Orders are handled promptly on the banking day of receipt but makes no representation of such handling and assumes no responsibility for the time of availability or payment of credit or funds to the Beneficiary. The

Company agrees that the Bank is not responsible for any loss resulting from or related to delay in making the transfer. Payment Orders are accepted when they are executed.

The Bank processes Payment Orders beginning at **8:30 a.m.** Eastern Standard Time and ending at **4:00 p.m.** Eastern Standard Time each business day. In the Bank's discretion, the Bank may process Payment Orders before or after these times. The Bank may treat any Payment Order received after **4:00 p.m.** Eastern Standard Time on a business day as if it were received at **8:30 a.m.** on the following business day.

14. If an Authorized Agent makes a request to revoke, cancel or amend a Payment Order, the request must be received by the Bank by the close of business of the Banking Day prior to the day on which the Payment Order is to be executed. If any Authorized Agent revokes, cancels or amends any previously issued Payment Order, the Company agrees to indemnify the Bank for any resulting loss and the Bank shall not be obligated to refund any monies until acceptable evidence has been received by the Bank that the transfer has been satisfactorily terminated or amended as to all parties, including the replacement of all funds, if deemed necessary by the Bank, which were transferred by the Bank to effect the Payment Order. Any refund shall be less all charges and expenses incurred by the Bank and the Bank's Correspondents in connection with the Payment Order, regardless of whether such revocation, cancellation, or amendment was successful. In determining an exchange conversion rate for a refund or other purposes, the current exchange rate will be used.
15. The Bank reserves the right to refuse to make any Wire Transfer except upon receipt of cash or collected funds and may refuse to make any Wire Transfer which the Bank in good faith believes may be improper or for an illegal purpose.
16. The Bank will comply with regulations issued by the US Treasury's Office of Foreign Assets Control (OFAC). If any Payment Order is to a person listed on OFAC's list of Specially Designated Nationals and Blocked Persons, Palestinian Legislative Council List, or Foreign Sanctions Evaders List, then the Bank shall not complete the transfer and, to the extent required by law, shall "block" the funds until such time OFAC issues a written release to the Bank. The Bank will also comply with any of the special measures which may be imposed by the Department of the Treasury under Section 311 of the USA Patriot Act and the regulations established at 31 CFR 103. The Bank shall have no liability to the Customer as a result of the Bank's rejection or delay in the execution of any Payment Order or internal transfer, or any other action taken by the Bank, as a result of compliance with these or any other applicable laws or regulations.
17. Any Wire Transfer may be made by the Bank by such means and through such correspondents and other Intermediaries (hereafter called "Correspondent(s)") as it may select. The Bank assumes no responsibility for the availability of the credit or the payment of the funds to the Beneficiary beyond placing the funds to be transferred at the disposal of a Correspondent under advice by such means as the Bank may select. The Company agrees to assume all risks of availability or payment.
18. The Bank or a Correspondent, at its option, may convert any amounts specified for transfer into

current funds of the country where payment is to be made. Any such exchange may be made at the Bank's or Correspondent's buying rate of exchange on the day of exchange. If any transfer is not affected for any reason after funds have been exchanged for current funds of a different country, the Company will accept refund, if any is due, on the basis of the buying rate at whatever time the foreign funds are again exchanged. Exchanges, even when made at the Bank's or Correspondent's option, shall be made at the Company's sole risk.

19. This Agreement may be terminated by either party upon written notice to the other party. The indemnification and liability provisions of this Agreement will survive any such termination. If either party fails to comply materially with the terms and conditions of this Agreement or with other agreements between the parties and the other party is in compliance with its duties under this Agreement.
20. The Bank is not responsible for detecting any error by the Company or an Authorized Agent contained in any Payment Order or other instruction sent to the Bank.
21. The Bank is only liable for its own lack of good faith or failure to exercise ordinary care. Except as otherwise required by law, the Bank will not be liable for any loss or damages incurred by any person in connection with (i) any delay in accepting the Payment Order, unless resulting from a lack of good faith on the part of the Bank, (ii) any error, loss or delay in completing the Wire Transfer once the Company's Payment Order is executed by the Bank, or (iii) any cause beyond the direct control of the Bank, including but not limited to the insolvency, neglect, omission, misconduct, mistake or default of another bank or person.
22. The Bank shall be under no obligation to obtain a receipt from the Beneficiary. The Bank, on request, will use its best efforts to trace the funds transfer in the event credit or payment is not completed within the following time periods after transmittal by the Bank: (a) one week for an account located at a Beneficiary's Bank within the United States or (b) two weeks for an account located at a Beneficiary's Bank outside the United States.
23. Except as otherwise require by law, the Bank shall not be liable to make any refunds prior to receipt by it of confirmation of the cancellation order from the Correspondent selected by the Bank to initiate the transfer. Nor shall the Bank be liable to make any refunds in excess of the dollar amount actually recovered and received by the Bank from its Correspondent. In the event the Bank is unable to promptly recover any funds from a correspondent, bank or other person, or is unable to promptly resolve with such correspondent, bank or person any matter regarding which Company has raised objection, the Bank may fully discharge any liability which it may have to the Company by assigning to the Company whatever actual or potential claims the bank may have to or against any correspondent, bank person or funds.

IN ANY EVENT AND WITHOUT RESTRICTING THE ABOVE CONDITIONS, THE BANK'S LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO (1) REFUNDING ANY CHARGES COLLECTED AND (2) UPON ACTUAL RETURN TO THE BANK OF ANY FUNDS TRANSFERRED, RETURNING THE FUNDS TO THE COMPANY. IN NO EVENT SHALL THE BANK BE LIABLE FOR ANY ACTUAL OR CONSEQUENTIAL OR INCIDENTAL DAMAGES IN EXCESS OF THESE AMOUNTS, EVEN IF THE BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

24. All notices to Bank under this Agreement should be sent to:

Capital Bank
Attn: Wire Transfer Department
One Church St. Ste. 300
Rockville, MD 20850
Phone: 301-468-8848
Fax: 301-762-2245

25. This agreement along with the attached Security Addendum contains the entire Agreement between the parties, superseding all prior or contemporaneous, oral or written agreements, understandings, representations or negotiations.

IN WITNESS WHEREOF, Company and Bank have caused this Agreement to be executed as of the date first written above.

Capital Bank

Company

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

**Capital Bank
Wire Transfer Agreement
Security Addendum**

This is the Security Addendum for the Wire Transfer Agreement by and between Capital Bank, N.A. and _____ dated _____, 20__

- New
- Modification effective as of: _____

Security Procedure Options (Check One)

- Option A:** Requires telephone callback verification on repetitive and non-repetitive Wire Transfers. The callback may be to the person who originated the Wire Transfer request.

The Bank is authorized to honor, execute and charge the account(s) for all Wire Transfers when Payment Orders are received from any one of the person(s) named as authorized representatives (“Authorized Agent”). A Payment Order may be submitted by the Authorized Agent via online, mail, facsimile, or in person.

The Wire Transfer instructions must be confirmed by an Authorized Agent via a telephone callback which is initiated by the Bank to the telephone number, listed below, associated with that Authorized Agent. The callback may be directed to the same Authorized Agent who originally provided the Payment Order to the Bank.

Account Number(s)

Company verifies that the Authorized Agents listed have full corporate authority to perform the transactions contemplated under this Agreement, subject to the limits as specified below:

Authorized Agent	Signature	Phone Number	Title	eMail Address

- **Option B:** Requires call back verification on (i) non-repetitive Wire Transfers and (ii) the initial set-up instructions for repetitive Wire Transfers. For a non-repetitive Wire Transfer only, the callback may be to the person who originated the Payment Order.

A “repetitive Wire Transfer” is a Wire Transfer the Company established for recurring payments to a pre-established Routing Number and Account Number where (i) the only information in each new Payment Order that changes is the execution date and the dollar amount, and (ii) the Company has completed the process under this Agreement for setting up the Wire Transfer as a repetitive Wire Transfer.

The Bank is authorized to honor, execute and charge the account(s) for all Wire Transfers when Payment Orders are received from any one of the person(s) named as authorized representatives (“Authorized Agent”).

Non-repetitive Wire Transfers must be confirmed by an Authorized Agent via a telephone callback which is initiated by the Bank to the telephone number, listed below, associated with that Authorized Agent. The callback may be directed to the same Authorized Agent who originally provided the Payment Order to the Bank.

Repetitive Wire Transfers may be established by an Authorized Agent using the form attached to this Addendum as Exhibit A. The Repetitive Wire Transfer Set-Up Form may be submitted by the Authorized Agent via online, mail, facsimile, or in person.

After receiving the Repetitive Wire Transfer Set-Up Form, the Bank will verify the information contained on the Repetitive Wire Transfer Form via a telephone callback from the Bank to an Authorized Agent. The telephone callback may be directed to the same Authorized Agent who originally provided the Payment Order to the Bank. After initial setup is complete, a Repetitive Wire Transfer is not required to be verified by a telephone callback.

Account Number(s)

Company verifies that the Authorized Agents listed have full corporate authority to perform the transactions contemplated under this Agreement, subject to the limits as specified below:

Authorized Agent	Signature	Phone Number	Title	eMail Address

- Option C:** No callback required for telephone verification on Wire Transfers.

The Bank is authorized to honor, execute and charge the account(s) for all Wire Transfers when Payment Orders are received from any one of the person(s) named as authorized representatives (“Authorized Agent”). A Payment Order may be submitted by the Authorized Agent via online, mail, facsimile, or in person.

Account Number(s)

Company verifies that the Authorized Agents listed have full corporate authority to perform the transactions contemplated under this Agreement, subject to the limits as specified below:

Authorized Agent	Signature	Phone Number	Title	eMail Address

The Company hereby directs the Bank to employ the Security Procedure(s) described above as selected by Company. Company understands and agrees that all the terms and conditions of the Wire Transfer Agreement to which this Security Addendum is attached are applicable to each Wire Transfer the Company initiates.

The Company acknowledges that (i) the Bank has offered telephone callbacks as a security procedure to authenticate all Payment Orders, and (ii) failing to require telephone callbacks with respect to any Authorized Agent or Payment Order constitutes the Company’s voluntary and knowing acceptance of a lesser security procedure. Customer further acknowledges and agrees that by opting out of telephone callbacks for authentication of all Payment Orders, Customer takes full responsibility and assumes any and all liability for unauthorized account access, identity theft and/or fraud that might have been detected or prevented by the use of telephone callbacks. Customer has determined that responding to Bank’s telephone and/or PIN verification procedure is administratively cumbersome and delays the completion of wire transfer requests.

Company

By: _____

Printed Name: _____

Title: _____