

# FEDERAL FUND WIRE REQUEST

Please use these instructions to transfer funds from my brokerage account to a bank account:

Wire Type    Domestic    Foreign   For Foreign wires, contact the BWIS Cashiering at time of submission 1.800.338.3919

Amount to be transferred: \$ \_\_\_\_\_

Or

Standing Wire instructions:    Yes    No   (If YES, amount must be blank)

## **BROKERAGE ACCOUNT (Debit From) INFORMATION**

Brokerage Account Number: \_\_\_\_\_

Account Registration: \_\_\_\_\_

Physical Address: \_\_\_\_\_  
(Needed for records)

## **BENEFICIARY ACCOUNT INFORMATION**

Beneficiary's Account Number: \_\_\_\_\_

Account Registration: \_\_\_\_\_

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

Bank Routing Number: \_\_\_\_\_

Bank Name: \_\_\_\_\_

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

## **PAY THROUGH BANK INFORMATION (If applicable):**

Intermediary Bank ABA Number: \_\_\_\_\_

Intermediary Bank Name: \_\_\_\_\_

Intermediary Bank Address: \_\_\_\_\_

## **Escrow Information (If applicable):**

Escrow Beneficiary Name: \_\_\_\_\_

Escrow/Mortgage Number: \_\_\_\_\_

## **For Third Party or Amounts of \$250,000 or more (If applicable):**

ID Type: \_\_\_\_\_

ID Number: \_\_\_\_\_

Issue Date: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Relationship to Third Party: \_\_\_\_\_

Reason for Sending Funds: \_\_\_\_\_

**NOTICE: A WIRE TRANSFER FEE MAY APPLY (see Standard Fee Schedule for details). Intermediary and beneficiary banks may assess a fee with the result that the payee/beneficiary may receive an amount that is less than the face value of the wire.**

The undersigned certifies on behalf of the originator that the above information is true and correct and further agrees to be bound by the terms and conditions set forth on the Wire Transfer Agreement, receipt of which is hereby acknowledged

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## WIRE TRANSFER AGREEMENT

**Wire Transfer.** You agree that the terms and conditions outlined in this Agreement apply to any wire transfer request you make to BancWest Investment Service (BWIS) ("we" or "us"). As used in this Agreement, the term "wire transfer" means "funds transfer" as defined in the Uniform Commercial Code, Article 4A. A wire transfer may be requested for either the same Business Day or may be "Value-Dated" for a future Business Day. A Business Day is defined as Monday through Friday, excluding federal holidays. Your wire transfer request must be received by us prior to our cutoff hours in order to be sent on the same Business Day. If your Wire Transfer Request fails to reach us prior to our cutoff hour and is not Value-Dated, we will send the wire transfer on our next Business Day.

**Transmitting and Recording Information About You in the Wire Transfer Process.** Any wire transfer executed by us is subject to rules and regulations applicable to wire transfers, including, without limitation, the federal Bank Secrecy Act and its regulations and OFAC. In order to comply with applicable laws and regulations, in executing any wire transfer, we may transmit information regarding you, such as your name, address and account number, as part of the payment process. By sending wire transfers through us, you agree that you will assist us in complying with the applicable laws and regulations and hold us harmless from any liability in connection with our compliance with the laws or regulations.

**Rejection of Wire Transfer Request.** You understand that we may reject any Wire Transfer Request without liability if you (i) have failed to maintain sufficient available funds in the account from which funds are to be debited for payment to us; (ii) fail to pay in acceptable immediately available funds the amount of each wire transfer transmitted by us or (iii) cannot, or will not provide all information which we are required to obtain to comply with any law or regulation, including, without limitation, the federal Bank Secrecy Act. Notice of such rejection will be given on the Business Day which we reject the Wire Transfer Request.

**Cancellations or Amendments of Wire Transfer Request.** A wire transfer may be canceled or amended only if we have not transmitted the wire transfer or credited the Beneficiary's account, and the communication canceling or amending the wire transfer is received by us at a time and in a manner affording us a reasonable opportunity to act on the communication.

**Inconsistency of Name and Number.** You acknowledge and agree that, if a wire transfer describes the Beneficiary, the Beneficiary Bank or any Intermediary Bank inconsistently by name and number, payment of the wire transfer transmitted by us may be made on the basis of the account number or the bank number alone even if the number identifies a person or bank different from the named Beneficiary, Beneficiary Bank or Intermediary Bank. Your obligation to pay the amount of the wire transfer to us is not excused in such circumstances.

**Payment.** You agree to pay us and we may, without prior notice or demand, obtain payment of any amount due to and payable to us under this Agreement by debiting any deposit account you maintain with us, on either the Business Day we transmit the wire transfer request, or for Value-Dated Payment Orders, the date you submit the wire transfer instructions to us or on such other date as is agreed to by us in writing. You shall pay us the fees for the services provided for herein according to our current fee schedule, as it may be amended from time to time.

**Your Representations and Agreements; Indemnity.** You represent to us and agree that you shall perform your obligations under this Agreement in accordance with all applicable laws and regulations, and you shall indemnify us against any loss, liability or expense, resulting from or arising out of any breach of any of the foregoing representations or agreements.

### Limitations on Liability; Indemnity.

We are not be responsible to you for any loss or liability arising from: (i) any inaccuracy, act or failure to act on the part of any person not within our reasonable control, including, but not limited to, the failure of other financial institutions to provide accurate or timely information to us or to you; (ii) the failure of other financial institutions to accept wire transfers; (iii) your negligence or breach of this Agreement; (iv) any ambiguity or inaccuracy in any instruction or information given to us by you or your agent; (v) any error, failure or delay in execution of any wire transfer, including without limitation, any inoperability of computer or communication facilities or failure, including without limitation, war, or any emergency condition beyond our reasonable control; or (vi) any act or failure to act on our part caused by legal constraints (such as legal process served on us or any law or regulation, including any regulation of the Office of Foreign Assets Control)

In all cases, our liability for any act or failure to act under this Agreement shall be limited to the payment of interest on the funds affected. Interest will be paid based on the Fed Funds Rate for each day of our liability for any act or failure to act.

Without limiting the generality of the foregoing provisions, we shall be excused from failing to transmit or delay in transmitting a wire transfer if such transmittal would result in our violating any provision of any present or future risk control program of the Federal Reserve Bank or any rule or regulation of any other U.S. governmental regulatory authority. Notwithstanding any provisions of the Commercial Code or other applicable statute to the contrary, you agree that attorney's fees are not recoverable, by either you or us, in any action or proceeding undertaken to enforce or interpret the terms of this Agreement or which arises in connection with wire transfer services rendered under this Agreement.

**Standing Instructions.** BWIS reserves the right to cancel any standing instruction at any time for any reason. Expired instructions cannot be reactivated.

**Wires from Qualified Accounts.** You will be required to submit an IRA Distribution Request form for each wire requested from a Qualified Account (IRA, ROTH IRA, SEP, SIMPLE or other tax deferred account).