



WIRE TRANSFER SERVICES APPLICATION AND AGREEMENT

Instructions for completing the Wire Transfer Services Application and Agreement (Agreement).

This document should be completed by **legal entities and trusts** to transfer funds by wire to another bank. This document must be on file with The Bancorp Bank, N.A. ("Bank") at least two (2) business days prior to the first wire transfer request.

Individual or joint natural person(s) account holder(s): DO NOT need to complete this document UNLESS authorizing a third party to send wires.

Instructions

Please complete **all** sections (as applicable). An incomplete document will delay processing and may be returned.

- Customer Information: As requested.
- Authorized Representatives of Customer with Full Authority:
 - If the customer is a legal entity or trust, **ONLY** the persons listed in this section may initiate a wire on the associated account(s).
 - If the customer is a natural person, authorized representatives can initiate wires on the customer's behalf. Authorized representatives must also provide appropriate details as requested.
 - Indicate the account numbers to which this Agreement applies or place initials where requested to apply to all accounts with the same TIN or SSN as provided in the Customer Information section.
- Optional: Provide valid email address(es) for wire transfer notifications/confirmations.

Read Additional Terms and Conditions on Pages 4-6.

Submission of Wire Transfer Services Application and Agreement

Please **mail or fax** the Wire Transfer Services Application and Agreement to:

The Bancorp Bank, N.A., Attn: Wire Transfer Department
409 Silverside Road, Suite 105, Wilmington, DE 19809

Fax: 302.385.5188

Within 10 business days, the customer and any other authorized wire requestors will each receive a unique Caller ID and PIN via separate secure emails or postal mailings. The Caller ID and PIN must be verified before future wires are processed.

Requesting an Outgoing Wire Transfer

- Complete the appropriate wire transfer request form, each of which are available on our website, www.thebancorpbank.com.
- A representative of the Bank will contact the customer or authorized representative to confirm the wire request. The customer or authorized representative will need to answer verification questions specific to the customer or authorized representative, and the customer's or authorized representative's Bank-issued Caller ID and PIN will also need to be verified.

Wire Transfer Processing Times and Fees

- The Wire Transfer Department is open Monday through Friday 8:30 AM ET and 5:00 PM ET. 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 deposit accounts received between 8:30 AM ET and 5:00 PM ET are processed the same business day. Incoming wire transfers to non-deposit accounts received between 8:30 AM ET and 4:00 PM ET are processed the same business day. Saturdays, Sundays, and federal holidays are not considered business days.
- The Bancorp Bank, N.A. 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.
- Fees may apply to outgoing wire transfers – see our Schedule of Fees for details.
- 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 deposit account at the Bank by the financial institution(s) charging the fee(s).

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Customer Information

Customer Name _____ Customer TIN (for legal entity or trust) _____ SSN (for individual person) _____

Customer Address _____

City _____ State _____ ZIP Code _____ Phone _____ Fax _____

Subject to the terms of this Wire Transfer Services Application and Agreement ("Agreement") made between customer and The Bancorp Bank, N.A. ("Bank"), customer, if a natural person or a legal entity or trust, hereby authorizes Bank to act upon the instructions of each designated Authorized Representative of the customer, as further provided below.

Authorized Representatives of Customer with Full Authority

Any of the following representatives of customer are authorized to initiate and/or verify wire transfer requests on behalf of customer. If customer is a natural person, wire transfer requests may be initiated by the customer or any of the Authorized Representatives listed below. If customer is a legal entity or a trust, wire transfer requests may only be initiated by the Authorized Representatives listed below.

Please Note: A Customer's Financial Professional is not permitted to be a signatory for a Customer's wire transfers. As such, the Customer's Financial Professional may not be listed as an Authorized Representative below.

Authorized Representative #1 Name _____ Title _____

Primary Phone _____ Secondary Phone (if applicable) _____ Email Address _____

Signature _____

Authorized Representative #2 Name _____ Title _____

Primary Phone _____ Secondary Phone (if applicable) _____ Email Address _____

Signature _____

Authorized Representative #3 Name _____ Title _____

Primary Phone _____ Secondary Phone (if applicable) _____ Email Address _____

Signature _____

Account Number(s) to which this Agreement applies; or _____

This Agreement applies to all accounts at the Bank tied to Customer TIN or Customer SSN listed above. _____
Customer Initials

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Additional Terms and Conditions

These are the terms and conditions under which The Bancorp Bank, N.A. ("Bank") will provide wire transfer services to the account owner(s) possessing the power to deposit, withdraw, or exercise control over an account held at the Bank in his, her, or its own name ("Customer") pursuant to this Wire Transfer Services Application and Agreement ("Agreement"). If applicable, the Bank's TotalCash Manager Customer Agreement is incorporated into this Agreement.

In consideration of the mutual promises and covenants set forth, the Bank and the Customer 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, electronic or other 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 FEDWIRE or other means. The term "wire" or "wire transfer" does not include transfers made through the Automated Clearing House ("ACH") system.
- 2) **Authorized Representatives of Customer.** Customer shall designate on Page 2 of this Agreement each person authorized by Customer to make wire transfer requests on Customer's behalf (each such person an "Authorized Representative"). Customer represents and warrants to Bank that the persons named as Authorized Representatives in this Agreement are authorized by Customer to give instructions to Bank for the transfer of funds and matters related to the transfer of funds with respect to Customer's accounts at Bank. **BANK SHALL BE ENTITLED TO RELY UPON THE AUTHORITY OF EACH SUCH PERSON UNTIL SUCH TIME AS BANK RECEIVES WRITTEN NOTICE FROM CUSTOMER OF THE REVOCATION OF SUCH AUTHORITY AND THE BANK HAS HAD REASONABLE TIME TO ACT ON SUCH NOTICE.**
- 3) **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 and Bank will assign a unique Caller ID and Personal Identification Number ("PIN") to Customer (if Customer is a natural person) and to each Authorized Representative of Customer and provide instructions for use of the Caller ID and PIN. For wire transfer requests initiated via the Bank's TotalCash Manager ("TCM") (online account services) system, Customer will be assigned an administrative user name, password, and Security Token. Customer and Bank shall each use their best efforts to prevent the breach of the security procedures including any disclosure of the Caller ID or PIN, user name, password or loss of Security Token applicable to the wire transfer of funds hereunder to anyone other than Authorized Representative(s) of Customer or Bank.

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 (1) 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 re-issue Caller IDs/PINs and change its security procedures, as Bank deems necessary in its sole discretion.

- 4) **Verification of Wire Transfer Requests.** Bank will process a wire transfer request from Customer or its Authorized Representative(s) 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) or an Authorized Representative (excluding wire transfer requests submitted via TCM), Bank will call the Customer (if Customer is a natural person requesting a wire transfer for himself or herself) or Authorized Representative identified on such wire transfer request, as the case may be, at the telephone number identified in this Agreement for such Customer or Authorized Representative and require the person requesting such wire transfer to confirm the wire transfer request and provide such Customer's or Authorized Representative's Caller ID and PIN and comply with any other verification procedures then in effect. If Bank is not able to reach the Customer or Authorized Representative identified on a wire transfer request, Bank may call any other Authorized Representative to verify the wire transfer request in accordance with the foregoing sentence. Bank may conclusively presume that any person at the phone number set forth in this Agreement for Customer (if Customer is a natural person acting for itself) and any Authorized Representative who possesses the appropriate Caller ID and PIN is the Customer or an Authorized Representative, and Bank shall regard their instructions as being authorized by Customer. For wire transfer requests submitted via TCM, Bank may conclusively presume that any wire request submitted with the use of a Security Token as part of the security procedure is an Authorized Representative, and Bank shall regard their instructions as being authorized by Customer. 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 person requesting a wire transfer for Customer (whether Customer or an Authorized Representative) for callback verification. Bank will reject any wire transfer request that cannot be verified as provided in this Paragraph 4. 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 9 hereof, that is made pursuant to the security and verification procedures set forth in Paragraph 3, above, and this Paragraph 4, 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 3 and Paragraph 4.
- 5) **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 3 and 4 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.

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- 6) **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 for all beneficiaries and their respective financial institutions. Customer understands that the account/routing/transit number assigned to banks and to the accounts of recipients of 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 © 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.
- 7) **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.
- 8) **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 Wire Transfer Processing Times on page 1 of this Agreement, 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 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 or 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.
- 9) **Handling of Wire Transfer Requests, Amendments, Revocations and Discrepancies.** Customer may ask Bank to amend or cancel any transfer or related instruction (authenticated by procedures set forth in Paragraph 4, Paragraph 5 or Paragraph 6 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 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 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.
- 10) **Recurring Wires.** Recurring Wires are those that are initiated on a recurring (scheduled) basis as instructed by Customer on the Standing Wire Instruction for Domestic Wire Request form ("Authorization Form"). Upon Customer's request, Bank will send recurring wire transfers to the financial institution identified as the recipient on the Authorization Form. Customer agrees that its execution and delivery to Bank of the Authorization Form constitutes an effective and continuing authorization by Customer for Bank to consummate the recurring wires identified therein. Recurring wire transfer authorizations shall continue and remain in full force and effect until Bank has received written notification from Customer revoking such recurring wire transfer in such a time and manner as to afford Bank a reasonable opportunity to act on it. An initial callback verification and a subsequent annual callback verification will be performed on a recorded line for each Authorization Form received. Bank requires Customer to submit its revocation of authorization by completing the section titled "Revocation of Authorization" on the Authorization Form and submitting it in accordance with the instructions therein.
- 11) **Currency Conversion.** Unless specified to the contrary, a request by Customer for the 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.
- 12) **Duties of Customer.** Customer will ensure that any computer that is used has access to up-to-date security and anti-spyware, antivirus, and firewall software. Customer, in addition, acknowledges that the Bank recommends that Customer obtain cyber insurance to afford Customer protection from hacking and other fraudulent acts involving unauthorized access to their account(s).
- 13) **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 TO BE TAKEN 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.

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- 14) **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 Indemnitee 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 14 hereof. Customer acknowledges that this release and indemnification shall survive the termination of this Agreement.
- 15) **Limitation of Liability.** Customer agrees that Bank, in dealing with an Authorized Representative of Customer who follows applicable security procedures, shall be entitled to accept and rely on any representation of such Authorized Representative that the purpose of exercising the authority is within the scope of the business of Customer. **BANK SHALL NOT BE OBLIGATED TO MAKE ANY INQUIRIES IN ORDER TO VERIFY OR CONFIRM ANY SUCH REPRESENTATION OR 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.
- 16) **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 customary pricing policies. 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.
- 17) **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.
- 18) **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 or any Authorized Representative 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.
- 19) **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.
- 20) **Governing Law.** This Agreement shall be governed by the laws of the State of South Dakota, 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 South Dakota and waives any argument that such a venue is inconvenient.
- 21) **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.
- 22) **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.
- 23) **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.**
- 24) **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 record for the Customer, or to Customer by Bank electronically as provided herein or as otherwise consented to by Customer.

FOR BANK USE ONLY

Date Received (mm/dd/yyyy)

Date Processed (mm/dd/yyyy)

Date Effective (mm/dd/yyyy)