

# First Liberty National Bank

## ONE-TIME WIRE TRANSFER AGREEMENT

### Domestic Wires Only

FAX: (936)336-3390

Request submitted by fax/email will not be processed until we speak to the account holder by phone and complete the security procedures outlined in the attached agreement.

The undersigned account holder (Originator) making this outgoing wire transfer request instructs First Liberty National Bank (Bank) to make the outgoing wire transfer from the Originator's account specified below to the person or entity also specified below. The Originator's signature below shall indicate review, approval, and agreement with all information, representations, warranties, terms and conditions set out in this outgoing wire transfer request. Originator understands and agrees that this outgoing wire transfer request is subject to terms and conditions of the Bank's One-Time Outgoing Wire Transfer Agreement, which is attached hereto. To the extent of any inconsistency between the One-Time Outgoing Wire Transfer Agreement and any other agreement between the Originator and the Bank, the One-Time Wire Transfer Agreement will control.

#### Authorized Account Information

The outgoing wire transfer pursuant to this request is to be made from the account specified below, hereinafter referred to as "authorized account". The name and address of the undersigned Originator requesting the outgoing wire transfer in this request is set out below.

Date: \_\_\_\_\_ Time: \_\_\_\_\_ Wire Amount: \$ \_\_\_\_\_  
Fee: \$ \_\_\_\_\_  
Total: \$ \_\_\_\_\_

Receiving Bank: \_\_\_\_\_  
Wire Transfer ABA#: \_\_\_\_\_  
Physical Address: \_\_\_\_\_

Beneficiary Name: \_\_\_\_\_  
Beneficiary Account #: \_\_\_\_\_  
Beneficiary Address: \_\_\_\_\_

\*Further Credit Bank: \_\_\_\_\_ \*Account: \_\_\_\_\_  
Special Instructions: \_\_\_\_\_

Your Name: \_\_\_\_\_  
Your Physical Address: \_\_\_\_\_  
**Purpose of Wire:** \_\_\_\_\_  
Your Account # at FLNB: \_\_\_\_\_  
Your Phone Number: \_\_\_\_\_  
Your Cell Phone Number: \_\_\_\_\_

I agree to the representations, warranties, terms and conditions on page 2 of this agreement.

Your Signature: \_\_\_\_\_  
**YOU WILL BE CHARGED A \$10.00 FAX FEE TO COMPLETE THIS TRANSACTION IN ADDITION TO THE \$20.00 WIRE TRANSFER FEE.**

- **You must have a sufficient COLLECTED Balance in the account to be charged.**
- **In order to complete your Wire Transfer Request, you MUST provide the following documents:**
  1. **An accurate, legible, completed Wire Transfer Application.**
  2. **A copy of your Driver's License.**

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#### BANK INFORMATION ONLY – VERIFICATION PROCESS

OFAC Verification (attach Horizon XE printouts): Beneficiary: \_\_\_\_\_ Bank(s): \_\_\_\_\_

Horizon XE Sequence Number: \_\_\_\_\_

**Signature Verified? Yes / No**

**Attach Completed Call-Back Script Document**

## One-Time Outgoing Wire Transfer Agreement

Originator requests First Liberty National Bank (Bank) to make a one-time wire transfer from the authorized account specified to the beneficiary's deposit account in the beneficiary's bank specified. Wire transfer request received by 3:30 pm will be processed the same business day. Requests received after 3:30 pm may not be processed until the following business day.

Originator agrees to the following security procedures to be taken by the Bank before making the wire transfer in this request: (1) for requests submitted in person at a Bank branch, to verify the identity of the person signing the request and determine if the name of such person on the request is an authorized signer on the account to be debited, (2) if the request is made by fax/email to authenticate the identity of the person requesting the wire transfer by asking a certain "account related" question and at the Bank's sole discretion call Originator at a telephone number that is recorded in the Bank's records.

By signing the One-Time Wire Transfer Agreement, Originator agrees that the security procedures used by the Bank is commercially reasonable. In the event the Bank telephonically contacts the Originator to confirm a wire transfer request, the Bank will be conclusively deemed to have complied with the security procedures if: (1) the telephone number called by the Bank meets the requirements set forth above in this agreement, and (2) the individual who answers the Bank's telephone call identifies himself or herself as the Originator. If the Originator becomes aware of a breach of the Security Procedures or a loss of information relating to the Originator, the Originator agrees to immediately notify the Bank in a time and manner that gives the Bank a reasonable opportunity to act upon such notification.

If Originator is a corporation, partnership, or other business organization or entity, Originator represents and warrants that (1) the person signing the request has the proper authority to request the wire transfer and make the wire transfer binding on Originator, and (2) any of the persons authorized by the terms of the account agreement to withdraw funds from the authorized account may alone request the wire transfer out of the authorized account, even if the account agreement for the authorized account requires more than one signature for the withdrawal of funds from the authorized account.

Even though the Originator requests a wire transfer, it may be delayed or the Bank may in its sole discretion refuse to process the wire transfer request because (1) Originator does not have sufficient available funds in Originator's authorized account to cover the wire transfer; (2) is not authenticated to the Bank's satisfaction or which the Bank reasonably believes may not be authorized by the Originator; (3) contains incorrect, incomplete, or ambiguous information; (4) the bank to receive the wire transfer, or through which the wire transfer would cause the Bank to violate a law, regulation or government guideline or program. If a wire transfer cannot be made or will be delayed, the Bank will attempt to notify Originator by telephone.

The Bank will rely on information provided by the Originator to complete the wire transfer even if this information is incorrect. The Originator will be responsible for any loss or expense incurred by a receiving bank which executes or attempts to execute the payment order in reliance on the information provided by the Originator.

When the wire transfer is made the Bank will charge the authorized account for the amount of the wire transfer and for the Bank's fee for the wire transfer as specified in Bank's then posted standard fee for wire transfers of this type and amount.

The Bank will be responsible for making the wire transfer as provided in this request. The Bank's only representation and warranties to Originator are in this request. The Bank cannot be responsible for the errors, action or failure to act of Originator or any other person or entity used to make Originator's wire transfers or to transmit information, such as banks, government entities or carriers of communications. These persons and entities are not the Bank's agents. The Originator agrees to indemnify, defend and hold the Bank harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorney's fees and expenses, arising out of any negligent or intentional action or inaction of the Originator or any third person and/or any breach of this Agreement.

The Bank cannot be responsible for any liability or loss or any delay in making a wire transfer caused by events beyond the Bank's control, earthquakes, wars, riots, power surges or failures, acts of government, labor disputes, communication failures or legal constraints.

This Request is the entire agreement between the Bank concerning the Bank's wire transfer pursuant to this request and agreement. If any provision of this request and agreement is not enforceable, the other provision will still be enforceable. Except as otherwise expressly provided by applicable state and federal laws and regulations, this request and agreement and all transactions initiated hereunder shall be governed by and construed in accordance with the laws of the State of Texas, including the Uniform Commercial Code, notwithstanding any conflict of laws doctrines of such state to the contrary.