



## WIRE TRANSFER SERVICE AGREEMENT

Customer Name:	
Mailing Address:	
City, State Zip Code:	
Physical Address:	
Phone Number:	
Fax Number:	

This agreement sets forth the terms and conditions which shall apply to the wire transfer service (the "Service") provided by ANZ Guam, Inc. (the "Bank"). The Originator's use of the Service will be evidence of the Originator's agreement to these terms.

### 1. WIRE TRANSFER SERVICE

The Bank maintains a wire transfer system pursuant to which the Bank shall initiate and receive wire transfer requests for funds transfers via Fedwire (Federal Reserve Bank) or SWIFT. Payment orders are not deemed received by the Bank until Bank's employee has verified available funds. Wire transfer requests received through ANZ Internet Banking do not constitute payment orders until verified and forwarded to the Bank's International Department for processing. Whether the request is received electronically, or in person, the form must be completed and funds available for the wire transfer request to be processed.

By utilizing the Service, the Originator shall be responsible for providing all necessary information proscribed by the Bank. The Originator understands that incorrect information provided to the Bank may result in a transfer being returned or funds being transferred to an unintended destination. The Originator agrees that the Bank shall not be liable for any information provided by the Originator 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.

The Bank reserves the unrestricted right to decline to process or delay the processing of any wire transfer requests:

- (a) which is in excess of the available funds balance in the Originator's account to be charged as of initiation of such transfer;
- (b) if initiating the wire transfer request would cause the Bank, in the Bank's sole discretion, to exceed any volume, aggregate dollar, or similar limits upon wire transfer which are applicable to the Bank; or
- (c) if the Bank, in good faith is unable to satisfy itself that the transaction has been properly authorized by the Originator. The Bank shall not incur any liability to the Originator caused by the delay in processing the wire transfer request.

### 2. USE OF CORRESPONDENT

The Bank may need to use a Correspondent to give effect to the Originator's instructions. The Bank may receive a commission from the Correspondent.

### 3. CORRESPONDENT COMMISSIONS, FEES OR OTHER CHARGES

A Correspondent may charge commissions, fees or other charges in making the payment to the beneficiary's account which will either be deducted by the Correspondent from the funds paid to the beneficiary's account, or passed on to the Bank. Where a deduction is made, the beneficiary will receive less than the payment amount specified in the Originator's instructions. If those commissions, fees or other charges are passed to the Bank, then the Originator will be required to reimburse the Bank for them.

### 4. DELAYED PAYMENT

Funds transferred by the Bank will be available for payment to the beneficiary's account as soon as possible after the Bank accepts the Originator's instructions. The Bank will not be liable for any costs, losses or damages if a delayed payment occurs.

### 5. INQUIRIES AND STOPPING OR CANCELLING A PAYMENT

In some circumstances, the Bank may be able to stop or cancel a transfer of funds. If this is required, contact the Bank's branch where the Originator initiated the wire transfer request. The Originator acknowledges that:

- (a) if the Bank agrees to stop or cancel a payment, the Bank will not return the funds to the Originator until the Bank receives them from the Correspondent; and



- (b) a different exchange rate may apply to the returned funds if the Originator's wire transfer request was not in U.S. Dollars.

If the funds have not yet been sent by the Bank, they will be available to the Originator on the same day that the Originator made the request to stop or cancel the relevant payment. The funds will be returned to the Originator's nominated account. The Originator acknowledges that Correspondents may charge a fee and that this will be deducted from the returned funds. The Originator agrees to indemnify the Bank for any loss that it occurs as a result of the Bank agreeing to stop or cancel a payment. Information about fees and charges relating to the stopping or cancelling of a payment are available at the Bank's nearest branch.

#### **6. NOTIFICATION**

It is not the policy or practice of the Bank to notify the Originator of the receipt of an incoming wire transfer, and the Originator hereby waives any right to such notice. Incoming wire transfers are posted to the account designated on the wire the banking day received. Account balances may be checked to verify receipt of a wire transfer by utilizing ANZ Internet Banking or Customer Service, (671) 479-9000.

#### **7. FEES**

The Originator agrees to pay the Bank and authorizes the Bank to debit all fees when due for the Services provided to Originator hereunder pursuant to the Bank's normal fee schedule, which fee schedule may be modified without notice.

#### **8. PROCESSING HOURS**

Wire transfer requests received after 9:30 am on banking day will be processed on the next banking day. (American Samoa)  
Wire transfer requests received after 3:00 pm on banking day will be processed on the next banking day. (Guam)

#### **9. PAYMENT DATE**

A delay may occur if the intermediary Bank or the Beneficiary Bank is not accepting payment orders (e.g. due to a local holiday).

#### **10. NOTIFYING THE BANK ABOUT PROBLEMS**

The Originator agrees to notify the Bank immediately if there is any discrepancy between the Originator's periodic statement and the wire transfer request or if the Originator discovers a problem with the Originator's transfer. The Originator must send us a written notice of the problem, including a statement of the relevant facts, within a reasonable time (not to exceed 14 days from the date the Originator first discovers the problem or receive a statement or notice reflecting the erroneous transfer, whichever occurs first).

#### **11. Security Procedures**

It is the policy of the Bank to only originate wire transfer requests for the Bank's account holders in accordance with one of the following security procedures:

- (a) In Person. Forms completed in person at a Bank location must be signed by the account holder with proper identification provided and funds verified by a Bank employee before being forwarded for processing.
- (b) ANZ Internet Banking. ANZ Internet Banking users must be enrolled in the service to transmit wire requests in accordance with security procedures set forth in the ANZ Internet Banking Terms and Conditions. ANZ Internet Banking will not allow a wire transfer request to be submitted by the customer if the account to be debited does not have sufficient available funds.

By originating a wire transfer request in accordance with one of the security procedures set forth above, the Originator affirms that it has made a determination that such security procedure is appropriate in consideration of its business and that the security procedures is commercially reasonable.

The Bank may elect to verify the authenticity and content of any wire transfer by placing a call to any authorized signatories of the Originator's account and or any other authorized representative the Originator may designate. If the Bank is unable to verify with the Originator's representative, the Bank may refuse to execute the wire transfer request.

The Originator shall pay all wire transfers based on payment orders which: are authorized by the Originator; the Originator is otherwise bound to pay under the laws of agency; are accepted by the Bank in compliance with the security procedure, even if unauthorized; or, erroneous, in the amount accepted by the Bank, whether or not issued in compliance with the security procedure.

#### **12. ANTI-MONEY LAUNDERING AND SANCTIONS**

The Originator agrees the Bank may delay, block or refuse to process any transaction without incurring any liability if the Bank suspects that:

- (a) the transaction may breach any law of American Samoa, Guam, the United States of America or any other country.
- (b) the transaction may directly or indirectly involve the proceeds of, or be applied for the purposes of, unlawful conduct.

The Originator must provide all information to the Bank which the Bank reasonably requires in order to manage money-laundering, terrorism-financing risk, and economic and trade sanctions risk, or to comply with any law of American Samoa, Guam, the United States of America, or any other country, or to comply with other prohibitions that may be applicable to the Bank with respect to any transaction and the Originator agrees that the Bank may disclose any information concerning the Originator to:



- (c) any law enforcement, regulatory agency or court where required by any such law of American Samoa, Guam, the United States of America or elsewhere;
- (d) any correspondent the Bank uses to make the payment for the purposes of compliance with any such law.

Unless the Originator has disclosed that the Originator is acting in a trustee capacity or on behalf of another person, the Originator warrants that the Originator is acting in its own capacity in agreeing to these terms.

The Originator declares, agrees and undertakes to the Bank that the payment of monies by the Bank in accordance with the Originator's instructions will not breach any law of American Samoa, Guam, the United States of America or any other jurisdiction.

**13. LIMITATION OF LIABILITY; INDEMNITY**

The Originator agrees that the Bank's responsibility to the Originator under this agreement shall be limited to the exercise of ordinary care. It is not the responsibility of Bank to monitor dollar limitations of Originator employees initiating wire transfers and shall not be limited to verify that instructions have been received in accordance with the Bank's agreement with the Originator.

The 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 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.

The Originator expressly agrees with the Bank that the 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 that the Bank shall have exercised ordinary care in the performance of its obligations under this agreement, the Originator agree 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 the Originator's use of the Banks Service.

**14. FORCE MAJEURE**

Notwithstanding any other provisions of this agreement to the contrary, the 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 the 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 the Bank's control.

**15. CLIENT ATTESTATION**

I (we) hereby as, for or on behalf of the Originator represent, warrant to, and covenant with the 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 Originator, including this agreement in accordance with law and, if applicable, any articles or bylaws adopted by the Originator, 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 Originator, am duly authorized so to act. The Bank, in accepting this agreement, is expressly acting and relying upon the aforesaid representations and warranties.

**16. AMMENDMENT AND TERMINATION**

The Bank may amend the terms of the Wire Transfer Agreement by providing Originator with prior notice. The Bank may terminate the agreement at any time, with our without cause. Originator may terminate this agreement with our without cause by providing the Bank with seven days prior written notice.

**Executed as an Agreement**

**Individual**

Signature:

Name

Date

**Entity**

Name of Entity:

By

Name

Title  Date