



## OUTGOING WIRE REQUEST & AGREEMENT

<b>ORIGINATOR (Client Information)</b>	Name(s)	Wire Amount
Telephone ( )	Account No:	Joint/Trust [ ] YES [ ] NO
Street Address		City, State Zip Code

<b>REPRESENTATIVE</b>	Name(s)
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<b>RECEIVING BANK INFORMATION</b>	Bank Name	ABA Number
Bank Address		
<i>FOR INTERNATIONAL WIRE USE ONLY – ADDITIONAL INFORMATION REQUIRED</i>		
Bank Name		Swift Code
Bank Address, City & Country		

<b>BENEFICIARY INFORMATION</b>	Name(s)			
Street Address	City,	State	Country	Zip Code
Account Number				
For Further Credit To				
Special Instructions				

I have read and understand the contents of the Agreement detailed on page two of this document. By signing below, I agree to all terms and conditions set forth and certify that the information provided is true, complete and accurate.	
Signature of Originator or Representative	Date

FOR COMPLETION BY BRANCH OR DEPARTMENT			
SOURCE OF REQUEST: [ ] In Person [ ] Letter [ ] Fax [ ] Email		Verified with client by	
Date	Time		
AVAILABLE BALANCE AFTER MEMO POST: \$			
1 <sup>st</sup> signature Approval			
2 <sup>nd</sup> signature Approval:			
FOR COMPLETION BY WIRE DEPARTMENT			
Form Reviewed By:	Date:	Entries Made By:	
	Time:		
OFAC Verified by:	Wire Entered By:	Correction by:	Wire Approved By:

FEES
<b>Domestic Fee</b>  <b>\$20</b>  <b>International Fee</b>  <b>\$45</b>

DOMESTIC Wire Cutoff time 3:30 PM CST

INTERNATIONAL Wire Cutoff time 2:30 PM CST



## PAYMENT ORDER AGREEMENT

This Payment Order Agreement ("Agreement") is entered into by and between Customer ("Customer") and Treaty Oak Bank. ("Bank")

1. **AUTHORIZATION:** Customer authorizes Bank to act upon the payment order detailed on the reverse side of this document.
2. **EXECUTION:** Bank will use its best efforts to execute each properly authorized payment instruction on the day of receipt if (a) Bank receives the instructions and is able to authenticate it before Bank's **2:30 PM cutoff for INTERNATIONAL wires and 3:30 PM cutoff for DOMESTIC wires**, and (b) the day of receipt is a funds transfer business day for Bank and the transmission facility selected. Bank may treat any payment order received after the Bank's cutoff time as received on the next funds transfer business day. Bank may change its cutoff time without prior notice to customer. Customer shall complete all payment orders in the form and format designated by Bank.
3. **REJECTION OF PAYMENT ORDER INSTRUCTIONS:** Bank may at its sole discretion reject any payment order instruction which (a) exceeds the collected and available funds, or the lesser of the two, on deposit in Customer's designated account(s); (b) is not authenticated to Bank's satisfaction or which Bank believes may not be authorized by Customer; (c) contains incorrect, inconsistent, ambiguous, or missing information; (d) involves funds which are subject to a lien, security interest, claim, hold, dispute, or legal process prohibiting withdrawal; (e) exceeds legal, regulatory, payment system or government policy limitation; or (f) Bank believes may have been issued without proper authorization. Bank shall incur no liability to Customer for any loss occasioned by Bank's refusal, with or without notice to Customer, to honor any payment order instructions.
4. **TRANSFER REQUESTS IN EXCESS OF AVAILABLE FUNDS:** In the event that there are insufficient available funds in Customer's account(s) to cover Customer's obligations under this Agreement, Bank may at its sole discretion choose to complete payment order initiated by Customer, and Customer agrees to immediately repay Bank the amount of any overdraft created thereby plus any overdraft charges imposed in connection therewith, with notice or demand to Customer. Customer further agrees to pay Bank interest at the Bank's current overdraft rate during the time such overdraft is outstanding. If Bank chooses to complete any payment order initiated by Customer under the foregoing circumstances, such action shall not constitute a waiver by Bank of its right to collect from Customer the amount of any overdraft, together with interest computed thereon at the Bank's current overdraft rate. Bank's election to permit an overdraft shall not obligate it to permit future overdrafts. Bank may discontinue permitting overdrafts with or without cause or prior notice at any time. In the event the Bank is required to initiate collection proceedings against Customer in an effort to recover the amount of the overdraft and any unpaid interest, Customer agrees to reimburse Bank for all its costs, expenses and attorney's fees without limitation. Attorney's fees include a reasonable charge for the time expended by in-house counsel.
5. **AMENDMENT AND CANCELLATION:** Customer shall have no right to cancel or amend a payment order instruction after its receipt by Bank. If Bank acts on a request by Customer to cancel or amend an instruction prior to executing it, Bank shall have no liability if cancellation or amendment is not effected for any reason.
6. **CONFIRMATION:** Except for payment orders involving transfers from one bank account to another at the Bank, Bank shall fax or mail within one (1) funds transfer business day, a confirmation or declination advice of each funds transfer to the customer's address on file at the Bank. Customer agrees to examine confirmations and monthly account statements promptly upon receipt. Customer shall notify Bank immediately, and in no event later than fourteen (14) days after receipt of the advice or account statement, whichever is earlier, of the existence of any errors, unauthorized transactions, or irregularities reflected on an advice or account statement. If the customer fails to notify the Bank of any discrepancy within such 14 day period, the Bank shall not be liable for and the Customer shall indemnify and hold the bank harmless from any loss of interest with respect to the payment order and any other loss that could have been avoided had the Customer given such notice.
7. **FOREIGN CURRENCY TRANSACTIONS:** If Customer requests a funds transfer in United States Dollars to a foreign country, Bank may transfer payment in the currency of the beneficiary bank's country at the Bank's buying rate of exchange for United States Dollar transfers. If for any reason the transfer is returned, Customer agrees to accept the refund in United States Dollars in the amount of the foreign money credit, based on the current buying rate of the bank converting the currency to United States Dollars on the date of refund, less any charges and expenses incurred by Bank.
8. **RELIANCE ON IDENTIFYING NUMBERS:** If Customer's payment order instruction identifies the beneficiary, the beneficiary's bank, or an intermediary bank by name and an account or other identifying number, Bank and any subsequent parties to the payment order may act solely on the basis of such number, even if the name and number do not agree. Bank shall have no duty to detect any inconsistency in identifying numbers.
9. **TELEPHONE RECORDING:** Customer agrees that Bank may record telephonic communications with Customer relating to payment order instructions or funds transfer services performed by Bank. Customer consents to such recording.
10. **ACCOUNT AGREEMENT:** The terms and conditions of Customer's other account agreement(s) with Bank remain in full force and effect. If any inconsistency between such agreement(s) and the terms of this Agreement, the terms of this Agreement shall control, but only to the extent necessary to avoid the inconsistency.
11. **ADDITIONAL TERMS AND CONDITIONS:**
  - A. **Entire Agreement; Waiver; Severability.** This agreement constitutes the entire agreement between Bank and Customer pertaining to its subject matter, and supersedes all prior agreement or understandings relating to the subject matter. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, nor shall such waiver constitute a continuing waiver unless expressly agreed. The provisions of this Agreement are severable, and if any portion of this Agreement is found to be unenforceable, the remaining portions shall remain in full force and effect.
  - B. **Notices.** Except as otherwise provided herein, any notice required under this Agreement to be given by Customer shall be in writing and deemed given upon delivery by U.S. mail, personal service, fax or other electronic means of communication. Until Bank receives written notification of an address change, Bank may send notices required hereunder to customer's address currently on file.
  - C. **Assignability.** This Agreement is not assignable by Customer without the written consent of Bank and is made exclusively for the benefit of Bank and Customer. No third party beneficiary rights are intended to be or are created by this Agreement.
  - D. **Attorneys' Fees.** In the event any action or arbitration based on performance, breach, enforcement, or interpretation of this Agreement is brought, the prevailing party, in such action or arbitration, as determined by the court or body having jurisdiction, shall be entitled to receive from the other party or parties thereto, in addition to any other relief to which it may be entitled, reimbursement for all reasonable attorneys' fees and all actual costs and expenses of litigation or arbitration. The amount of such reimbursement shall be determined by the court or body having jurisdiction of the proceedings and shall be included in any judgment or final order issued in such proceedings. "Prevailing Party" shall mean the party determined by the court or body having jurisdiction to most nearly prevail and not necessarily, the one in whose favor a judgment is rendered.
  - E. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without reference to its conflicts-of-laws principles.
  - F. **Security Procedures.** The "Bank" may at its sole discretion implement additional security procedures to aid in preserving the "Customer's" personal and bank information. The "Bank" restricts access to nonpublic personal information about you to those employees who need to know that information in order to provide products and services to you. The "Bank" maintains physical, electronic and procedural safeguards that comply with federal standards to guard your nonpublic personal information.