



**WIRE TRANSFER
APPLICATION AND AGREEMENT**

409 Silverside Road, Suite 105
Wilmington, DE 19809
P: 302.385.5102
F: 302.385.5188

Instructions: Include ALL persons who are authorized under this Agreement, including (if desired) any individual who is executing this Agreement on behalf of the Company.

Date: (mm/dd/yyyy)		
Customer Name:	Customer Tax ID Number:	
Customer Address:		
City:	State:	Zip:
Customer Phone:	Customer Fax:	

Subject to the terms and conditions of The Bancorp Bank's ("Bank") Wire Transfer Agreement ("Agreement") and approval of this application by Bank, Customer hereby applies for and authorizes Bank to act upon the instructions of each Authorized Person, as further provided below.

Authorized Representatives with Full Authority – Any one of the following representatives are authorized to approve any Addendums to this Agreement and initiate and/or verify Funds Transfer requests. Customer shall designate one or more of the Authorized Representatives listed below as Customer's System's Administrator ("Systems Administrator"), with the authority to establish limits for the passwords and user specific codes assigned to Customer when using the Bank's Total Cash Manager System.

Authorized Representative #1 Name:
Title:
Customer Phone:
Customer Fax:
Email Address:
Signature:

Authorized Representative #2 Name:
Title:
Customer Phone:
Customer Fax:
Email Address:
Signature:

Authorized Representative #3 Name:
Title:
Customer Phone:
Customer Fax:
Email Address:
Signature:

Authorized Representative #4 Name:
Title:
Customer Phone:
Customer Fax:
Email Address:
Signature:

Account Number(s) or Tax Identification Number(s) to which this Agreement applies:
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Customer's email address(es) to which this Agreement applies (maximum three email addresses allowed):

Email Address 1:
Email Address 2:
Email Address 3:

Customer may receive an email notification for each Wire Transfer processed by Bank.

I HEREBY CERTIFY that each of the above individual(s) is authorized by _____
("Customer") and that all necessary corporate actions have been taken by Customer to authorize the above individuals, to initiate fund transfer requests pursuant to a Wire Transfer Agreement by and between Customer and the Bank, dated _____, 20____ (the "Agreement").

Words with their initial letter capitalized, but not otherwise defined, in this Application have the meanings given them in the Agreement.

This Wire Transfer Application and Agreement, the Additional Terms and Conditions of the Agreement, and any Addendums related thereto supersede and replace any previous agreements by and between the parties with respect to Wire Transfer Services.

IN WITNESS WHEREOF, the parties hereto have caused this Wire Transfer Application and Agreement to be signed by their duly authorized corporate officers as of the day and year first set forth above.

CUSTOMER: _____ Address: _____ _____ _____ _____	THE BANCORP BANK ATTN: Wire Transfer Department 409 Silverside Road, Suite 105 Wilmington, DE 19809 Phone: 302.385.5102 Fax: 302.385.5188
By: _____	By: _____
Print Name and Title: _____	Print Name and Title: _____

ADDITIONAL TERMS AND CONDITIONS

These are the terms and conditions under which Bank will provide wire transfer of funds services to Customer.

The Bancorp Bank TotalCash Manager Customer Agreement, by reference, is incorporated into this Wire Transfer Agreement upon the Customer's selection of the Wire Transfer feature of the Bank's TotalCash Manager services. In consideration of the mutual promises and covenants hereinafter set forth, the parties 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 telephonic, oral or written (including via facsimile transmission or via 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, computer terminal, or other means.
2. **Authorized Representatives of Customer.** Customer shall provide on the Application and Authorization the written designation of each person ("Authorized Representative") authorized to act on Customer's behalf in making telephonic, oral or written wire transfer requests. If Customer wishes to communicate instructions for Recurring Wires, Customer also has executed and delivered Addendum A to the Bank. Customer represents and warrants to Bank that the persons named on the Application and Authorization Form as Authorized Representatives 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.**
3. **Security Procedures.** Bank has established security procedures in connection with wire transfer requests and unless otherwise directed by Customer, Bank shall apply these procedures accordingly.

Security procedures for non-Total Cash Manager Customers. For wire transfer requests initiated by phone, facsimile, or email, the Bank imposes a callback verification process and a Caller ID and PIN assignment (as applicable) or any other security procedures that Bank may deem reasonable. Customer agrees to accept the security procedures as implemented and Bank will assign a unique Caller ID and Personal Identification Number ("PIN") to each Authorized Representative of Customer and provide instructions for use of the Caller ID and PIN.

Security Procedures for Total Cash Manager Customers. For wire transfer requests initiated via the Bank's Total Cash Manager (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 disclosure of the security procedures including any user name or 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 procedures has been compromised, notice of that fact shall be given to Bank in writing immediately, but in no event no later than one 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, Security Tokens, 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 the Bank's security and verification procedures. Upon receipt of a wire transfer request from an Authorized Representative, whether such wire transfer request is telephonic, oral or written (including via facsimile transmission or via other means), excluding electronic through Bank's Total Cash Manager (online account services), Bank will call the Authorized Representative identified on such wire transfer request at the telephone number identified on the Wire Transfer Services Application and Agreement form for such Authorized Representative, or any other person listed on the Wire Transfer Services Application and Authorization Form, and require the Authorized Representative to confirm such Authorized Representative's Caller ID and PIN and comply with any other verification procedures then in effect. For non-Total Cash Manager (online account services) wire transfer requests initiated by either telephone, facsimile, or email Bank may conclusively presume that any person at the phone number provided for any Authorized Representative, identified on a wire transfer request that possesses the appropriate Caller ID and PIN is an Authorized Representative, and Bank shall regard their instructions as being authorized by Customer. For Total Cash Manager (online account services) wire transfer requests 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 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.

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 (c) 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 Addendum B below for details. Requests received on Saturday 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 Addendum A. Upon Customer's request, Bank will send recurring wire transfers to the financial institution identified as the recipient on Addendum A. Customer agrees that its execution and delivery to Bank of Addendum A 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. Bank requires Customer to submit its revocation of authorization by completing the section titled "Revocation of Authorization" on Addendum A and submitting it in accordance with the instructions on Addendum A.
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. **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 13 hereof. Customer acknowledges that this release and indemnification shall survive the termination of this Agreement.

14. **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.
15. **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.
16. **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.
17. **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.
18. **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, 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, collateral owners, guarantors/co-signers and/or receiving parties, have been, are now, or ever become subject to OFAC sanctions.
19. **Governing Law.** This Agreement shall be governed by the laws of the State of Delaware, 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 received by Customer 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 Delaware and waives any argument that such a venue is inconvenient.
20. **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.
21. **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.
22. **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.**
23. **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 provided on the page 2 of this Agreement.

**Wire Transfer Agreement
Addendum A:
Scheduled Recurring Wire Authorization**

_____ (“Customer”) is a party to that certain Wire Transfer Agreement dated _____, 20____ (the “Agreement”), by and between Customer and The Bancorp Bank (“Bank”). Words with their initial letter capitalized, but not otherwise defined, in this Addendum A have the meanings given them in the Agreement.

By completing and signing this form, Customer authorizes Bank to electronically transfer funds via the Wire Transfer System between Customer’s Deposit Account with Bank and the other Financial Institution identified below. In order to do so, Customer must be the named account holder of the Deposit Account. Please note that before Bank initiates the first wire requested under this Addendum A, Bank will call the Authorized Representative identified designated below at the telephone number provided below, for such Authorized Representative and require the Authorized Representative to confirm his or her Caller ID and PIN.

This authorization constitutes a commercially reasonable security procedure between Customer and Bank and will remain in effect until revoked by either party.

Please complete the entire form. Missing or incorrect information will delay or prevent your transfer.

PART 1: Customer’s Deposit Account Information With Bank	
Account Name:	Account Number:
Address:	

PART 2: Other Financial Institution Information Please transfer money to credit the following account:	
Account Name:	Account Number:
Financial Institution Name: (and Reference Person)	ABA Routing Number: (Please verify number for wire transfers with your financial institution.)

PART 3: Payment Information
<input type="checkbox"/> Wire transfer this specific amount: \$ _____ OR <input type="checkbox"/> Wire transfer entire balance of Deposit Account above \$ _____ (provide desired maximum account balance)
Starting Date of Recurring Transfer: (mm/dd/yyyy) _____
Ending Date of Recurring Transfer: (mm/dd/yyyy) _____ (optional)

PART 4: Frequency (Select only one)	
<input type="checkbox"/> Daily (every business day)	<input type="checkbox"/> Weekly, on: <input type="checkbox"/> Monday; <input type="checkbox"/> Tuesday; <input type="checkbox"/> Wednesday; <input type="checkbox"/> Thursday; or <input type="checkbox"/> Friday (select one)
<input type="checkbox"/> Monthly, on the _____ day of the month	<input type="checkbox"/> Quarterly, on: <input type="checkbox"/> First business day of quarter or <input type="checkbox"/> Last business day of quarter (select one)
If the date of the scheduled recurring wire transfer falls on a holiday or non-business day, please select when you would like the wire transfer to occur:	
<input type="checkbox"/> Previous business day or <input type="checkbox"/> Next business day	

PART 5: Signature	
Customer’s Authorized Representative:	Date: (mm/dd/yyyy)
Print Name and Title:	
Telephone number for follow up confirmation:	

Revocation of Authorization

Should Customer decide to revoke this Scheduled Recurring Wire Authorization, it shall do so by signing and dating the form below and returning it to Bank as indicated below. Revocation of this authorization will be deemed effective when a member of Bank's Wire Transfer Department contacts Customer's Authorized Representative and confirms that the request has been processed.

Customer hereby REVOKES the above Scheduled Recurring Wire Authorization:

Customer's Authorized Representative:	Date: (mm/dd/yyyy)
Print Name and Title:	

IMPORTANT! Please keep a copy for your records.

This form should be mailed, faxed or emailed to:

The Bancorp Bank
Attn: Wire Transfer Department
409 Silverside Road, Suite 105
Wilmington, DE 19809
Fax: 302.385.5188
Email: wireroom@thebancorp.com

**Addendum B:
Wire Transfer Processing Times**

- The Wireroom is open between 8:30 AM ET to 5:00 PM ET, Monday through Friday. Outgoing wire transfer requests received between 8:30 AM ET and 5:00 PM ET will be processed the same business day. Incoming wires received prior to 5:00 PM ET will be processed the same business day.
- Funds from Incoming Wire Transfers are available as soon as the transfer is complete.
- There are no fees for incoming wire transfers to your account at The Bancorp Bank. Fees may apply to withdrawals - see our Schedule of Fees for details.

Wire Transfers are not processed on Federal Reserve holidays. Please see the link on our website for the current Federal Reserve holiday list. For holidays falling on Saturday, Federal Reserve Banks and Branches will be open the preceding Friday. For holidays falling on Sunday, all Federal Reserve Banks and Branches will be closed the following Monday.

FOR BANK USE ONLY

Date Received:	Date Processed:	Date Effective:
Schedule Name:	Wire Template ID:	Notes: