

DATE: _____

WIRE DEPT. USE ONLY

REF. NO.	FED REF. NO.	ABA / ROUTING NO.
ABBREVIATION	PREPARED BY	VERIFIED BY

BRANCH / DEPT. USE ONLY

BRANCH NO.	TEST / CODEWORD	AVAILABLE BALANCE	SENT BY
CALL BACK PERFORMED BY	DATE	LAST DEPOSIT	TIME

ORIGINATOR INFORMATION

ORIGINATOR / ACCOUNT NAME	ACCOUNT NUMBER 帳號
ADDRESS (STREET / CITY / STATE / ZIP; COUNTRY IF OTHER THAN U.S.)	PHONE # 電話

PAYMENT INSTRUCTION (TYPE OR PRINT)

AMOUNT	DOLLARS	\$
BENEFICIARY'S BANK NAME	ABA ROUTING NUMBER (IF APPLICABLE)	
BENEFICIARY'S BANK ADDRESS (STREET / CITY / STATE / ZIP; COUNTRY IF OTHER THAN U.S.)		
BENEFICIARY NAME		
BENEFICIARY'S ACCOUNT NUMBER	TIN OR OTHER IDENTIFYING NUMBER, IF KNOWN	
BENEFICIARY ADDRESS (STREET / CITY / STATE / ZIP; COUNTRY IF OTHER THAN U.S.)		
MESSAGE / INFORMATION / INSTRUCTIONS TO BENEFICIARY		

INTERMEDIARY BANK INFORMATION (IF APPLICABLE)

INTERMEDIARY BANK NAME	ABA NUMBER
INTERMEDIARY BANK ADDRESS (STREET / CITY / STATE / ZIP; COUNTRY IF OTHER THAN U.S.)	BENEFICIARY BANK ACCT. NO.

PAYMENT METHOD

AMOUNT OF TRANSFER	FEE	TOTAL
<input type="checkbox"/> AMOUNT CHARGED TO ACCOUNT ACCOUNT NO. _____ <input type="checkbox"/> CASH <input type="checkbox"/> CHECK# _____		
WIRE INSTRUCTION RECEIVED BY: <input type="checkbox"/> IN PERSON <input type="checkbox"/> FAX <input type="checkbox"/> OTHER (SPECIFY) _____		AUTHORIZATION VERIFIED WITH BANK RECORDS? <input type="checkbox"/> YES <input type="checkbox"/> NO

The undersigned certifies that the above information is true and correct and further agrees to be bound by the terms and conditions set forth on the reverse side thereof.

 CUSTOMER SIGNATURE **X** _____ DATE _____

CUSTOMER SIGNATURE _____ DATE _____

PROCESSED BY _____ APPROVED BY _____

FUNDS TRANSFER REQUEST AND AGREEMENT

1. **Transmitting and Recording Information About You in the Funds Transfer Process.** Any funds transfer (or payment order) executed by the Bank is subject to rules and regulations applicable to funds transfers, including the Federal Bank Secrecy Act and its regulations. In order to comply with all applicable laws and regulations, in executing any funds transfer, the Bank may transmit information regarding the Customer, such as the Customer's name, address and account number, as part of the payment process. In addition, when the Bank receive any funds transfer or payment order, the Bank may require and record the Customer's name and account number or other information. By sending or receiving funds transfers through the Bank, the Customer agrees to assist the Bank in complying with the applicable laws and regulations and hold the Bank harmless from any liability in connection with the Bank compliance with the laws or regulation.
2. **Payment Order Receipt.** Customer understands that a Payment Order is deemed received by Bank on the business day the Payment Order is requested, provided it is received by Bank prior to the cut-off time established by Bank. If the Payment Order is received after the cut-off time, it will be deemed received the following business day. Our cut-off time is at 12:00 noon.
3. **Transmission.** The Customer authorizes the Bank to use any of the its correspondents or any conventional means it may deem suitable for the transmission of funds and releases the Bank from responsibility for any inaccuracy, omissions or delay in transmission.
4. **Rejection of Order.** Customer understands that Bank may reject any Payment Order if Customer has failed to maintain sufficient collected funds in the account from which funds are to be debited for payment to Bank or fails to pay in acceptable immediately collectable funds the amount of each Payment Order transmitted by Bank. Bank shall have no liability to the Customer by reason of the rejection of any such Payment Order or of the fact that notice is not given earlier than the end of the business day the Payment Order is rejected. Bank may also reject any Payment Order if the Customer cannot, or will not, provide all information which Bank is required to obtain to comply with Section 103.33 of the Federal Bank Secrecy Act.
5. **Cancellations or Amendments of Payment Order.** A Payment Order may be canceled or amended only if Bank has not transmitted the Payment Order or credited the Beneficiary's account, and the communication canceling or amending the Payment Order is received by the Bank at a time and in a manner affording the Bank a reasonable opportunity to act on the communication.
6. **Inconsistency of Name and Number.** Customer acknowledges and agrees that, if a Payment Order describes the Beneficiary, the Beneficiary Bank or any Intermediary Bank inconsistently by name and number, payment of the Payment Order transmitted by Bank may be made on the basis of the account number or the bank number alone even if the number identifies a person or bank different from the named Beneficiary, Beneficiary Bank or Intermediary Bank and that Customer's obligations to pay the amount of the Payment Order to Bank is not excused in such circumstances.
7. **Payment.** Customer shall pay Bank the amount of each Payment Order on the day it is transmitted by Bank. Customer agrees that Bank may, without prior notice or demand, obtain payment of any amount, due and payable by debiting any deposit account maintained by Customer or originator with Bank. Customer shall pay Bank the charges for the services provided for herein according to Bank's funds transfer fee schedule or as may be amended from time to time.
8. **Foreign Currency Transactions.** Customer understands that foreign currency Payment Orders will be based on our Correspondent Bank's rate and value date at the time the Payment Order is called in. If the transfer is returned for any reason, Customer agrees to accept the refund in United States Dollars based on the exchange rate quoted by the correspondent bank converting the currency to United States Dollars on the date of the refund, less any charges and expenses incurred by the Bank.
9. **Customer Representations and Agreements; Indemnity.** Customer represents to Bank and agrees that Customer shall perform its obligations under this Agreement in accordance with all applicable laws and regulations, and Customer shall indemnify Bank against any loss, liability or expense resulting from or arising out of any breach of any of the foregoing representations or agreements.
10. **Bank Liability; Limitations on Liability; Indemnity**
 - (a) Except as otherwise required by the California Commercial Code, Bank shall not be responsible to Customer for any loss or liability arising from: (i) any inaccuracy, act or failure to act on the part of any person not within Bank's reasonable control, including, but not limited to, the failure of other financial institutions to provide accurate or timely information to Bank or Customer; (ii) the failure of other financial institutions to accept payment orders; (iii) Customer's negligence or breach of the Agreement; (iv) any ambiguity or inaccuracy in any instruction or information given to Bank by Customer, or (v) any act or failure to act on the part of Bank caused by legal restraints (such as legal process served on Bank) war, emergency conditions or other circumstances beyond Bank's reasonable control.
 - (b) In all cases, Bank's liability for any act or failure to act under this Agreement shall be limited to the resulting direct loss, if any of Customer and payment of interest. Under no circumstances shall Bank be liable for any consequential, indirect, punitive, or special damage which Customer may incur or suffer in connection with this Agreement, including without limitation loss or damage from subsequent wrongful dishonor resulting from Bank's acts or omissions under this Agreement, unless Division 11 of the California Commercial Code requires otherwise.
 - (c) Without limiting the generality of the forgoing provisions, Bank shall be excused from failing to transmit or delay in transmitting a Payment Order if such transmittal would result in the Bank's violation any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.
 - (d) Notwithstanding any provision of the California Commercial Code to the contrary, Customer agrees that attorney's fees are not recoverable, by either Customer or Bank, in any action or proceeding undertaken to enforce or interpret the terms of this Agreement or which arises in connection with funds transfer services rendered under this Agreement.
11. **Governing Law.** This agreement shall be construed in accordance with and governed by the laws of the State of California. With respect to Funds Transfer Systems used by Bank to execute Customer's Payment Order, Customer agrees to be bound by the State and Federal laws and Rules governing the Funds Transfer System to the extent Bank would be bound.
12. **Receipt of the Agreement.** The Customer Agrees that by executing this Agreement the Customer acknowledges receipt of a copy of this Agreement.