

Wire Transfer Agreement

La Capitol is hereby authorized to initiate wire transfers to or from your account(s) in response to requests made in accordance with this Agreement. Wire transfers shall be provided by La Capitol on the following terms:

1. The Member assumes all risk of loss associated with the wire transfer initiated pursuant to this Agreement. Further, the Member agrees to indemnify and hold La Capitol harmless from any claims made as a result of the wire transfer initiated pursuant to this Agreement. This indemnity shall include costs and attorney's fees.
2. La Capitol has no obligation to accept or execute any wire transfer request. La Capitol may fail to act or delay acting on a wire transfer without liability due to legal constraint, your negligence, lack of funds, interruption of communications, equipment failure, war or terrorist attack, emergency conditions or circumstances beyond La Capitol's control, or if sending the wire transfer would violate any guideline, rule, or regulation of any government authority. You agree that under no circumstances will La Capitol be liable for any indirect, incidental consequential, remote or special losses or damages, including attorney's fees and costs.
3. Fees for wire transfer services provided by La Capitol can be charged against any account the Member maintains with La Capitol. La Capitol shall notify the Member of changes in the Fee schedule as adopted from time to time.
4. Any fund transfers that the Member makes or receives to, from or through La Capitol may be sent through FEDWIRE, which is the fund transfer system owned and operated by the Federal Reserve Bank. These fund transfers will be subject to Federal Regulation J, 12CFR Part 210, subpart B, including the appendices, to the extent that any wire transfer request is carried out. Terms which are not defined in this agreement shall have the same meaning as defined in the Uniform Commercial Code Article 4A. This agreement is also subject to all applicable operating circulars of the Federal Reserve Bank and any other applicable provisions of federal and state law. This will result in applying certain rules and establishing liabilities under certain conditions with regard to the funds transfer.
5. You agree that any one of the joint owners or authorized signatories on the designated account may initiate any transfer request. La Capitol is not required to obtain authorization from all joint owners or authorized signatories and we shall not be liable for following the instructions of only one joint owner or signatory.
6. La Capitol has established cut-off times for the receipt and processing of wire transfer requests, amendments, and cancellations. La Capitol processes wire transfers every business day we are open; Saturday is not considered a business day by La Capitol. Outgoing international wire transfers must be submitted by 1:30 p.m. to be processed that business day. Outgoing domestic wire transfers must be submitted by 2:30 p.m. to be processed that business day. Outgoing wire transfers submitted after the cut-off times will be processed the next business day. La Capitol's standard outgoing wire limit is \$250,000 per wire. La Capitol will process two outgoing wires per membership each business day.
7. If you send an international wire transfer that identifies a beneficiary financial institution located outside of the United States, you agree La Capitol does not guarantee the receipt or timely processing of the funds on the part of the foreign beneficiary bank. You understand that La Capitol has no control over how or when the funds are received or processed by the foreign bank. You understand and acknowledge that by sending an international wire transfer according to the financial institution and account information you provided us, you accept all risk associated with executing your request.
8. La Capitol may establish, from time to time, procedures to verify the authenticity of a wire transfer request. All wire transfer requests issued by you or for which your account will be liable will be subject to verification.
9. Any Member using FEDWIRE through La Capitol must submit complete wiring instructions which include the beneficiary financial institution's name, street address, city, state, zip code, and ABA number or routing number. For international wire transfers, beneficiary financial institutions IBAN, SWIFT, or BIC is also required. If there is an intermediary financial institution, the same information is required as that of the beneficiary financial institution. The beneficiary's complete account name, street address, city, state, zip code, and complete account number is also required. Post office box numbers are not acceptable for a street address. The receiving institution will rely completely on the information given by the sending institution. If the information is incorrect, the member will be responsible for any additional expenses incurred due to return of the wire. The member understands the amount of a returned or rejected wire transfer, for any reason, may be less than the initial wire amount due to fees imposed by intermediary and/or beneficiary financial institutions and that La Capitol is not responsible for the reimbursement of such fees.
10. La Capitol shall have the right to change the terms and conditions upon which this service is offered.