



## Wire Transfer Request Agreement

**MUST BE SIGNED IN INK, DIGITAL SIGNATURES WILL NOT BE ACCEPTED**

Treasury Management Department

972-494-9800

1919 S. Shiloh Rd., Suite 100

Garland, Texas 75042

[wires@Harmony.Bank](mailto:wires@Harmony.Bank)

Agreement Date: \_\_\_\_\_

Acct. #: \_\_\_\_\_

\_\_\_\_\_  
(Depositor Name & Address)

This Digital Wire Transfer Request Agreement (the "Agreement") governs the use of the Harmony Bank Wire Transfer Request Service (the "Service"). The words *you* and *your* refer to either and all of the persons subscribing to or using the Service. The words *we*, *us*, and *our* refer to Harmony Bank. By accepting this Agreement and submitting a wire transfer request, you agree to all the terms, conditions, and notices contained in this agreement and accept responsibility for your use of the service. Other agreements you have entered into with us, including the Terms and Conditions of Your Account and the Digital Banking Agreement, as applicable to your account(s) with Harmony Bank, are incorporated by reference and made a part of this Agreement.

Customer hereby requests Financial Institution to act upon instructions to transfer funds based upon the terms and conditions set forth in this Digital Wire Transfer Request Agreement (hereinafter referred to as the "Agreement"). The Digital Wire Transfer Request Service offered by Financial Institution is a method to request and schedule a transfer of funds by wire. In consideration of the mutual covenants hereafter contained, you and Financial Institution agree as follows:

### I. AUTHORIZATIONS

In order to submit this Digital Wire Transfer Enrollment Form, you must be enrolled in Harmony Bank Digital Banking, have at least one Harmony Bank account, and you must be an authorized signer on the Harmony Bank account(s) (the "Account") you have listed on **Schedule A**. If there is any change of ownership or signing authority on any of the account(s), you must notify us immediately. By accepting this agreement, you grant authority and full responsibility for any sub-users you may designate to have access and privileges assigned by you to the account(s) to which this agreement applies.

### II. SECURITY

Customer will establish commercially reasonable security measures as necessary to protect against unauthorized access to the service, its administrative features, and the computers or networks used to access the service. Such security measures may include but not be limited to: physical and logical access controls, virus protection, firewalls, passcodes, fully patched operating systems, and internet browsers.

The Bank will use Security Procedures to detect unauthorized requests. Customer acknowledges that the Security Procedures provide a reasonable degree of protection against unauthorized funds transfers. The Bank and Customer agree that the security procedures are designed to verify the authenticity of Payment Orders and not to detect errors contained in any Payment Order. Customer is solely responsible for the accuracy and completeness of each Payment Order. Any request acted upon by the Bank in compliance with Security Procedures, whether or not authorized by the Customer, shall be treated as the Customer's authorized Request, for which the Customer is responsible. The Security Procedures may be changed from time to time.

Customer and Financial Institution shall also comply with the security procedures described in Section III with respect to the authentication of wire transfer requests.

Customer will be solely responsible for the protection against unauthorized access to the Digital Banking system's administrative functions for wire transfers and the personal computers, mobile devices, or networks used to access this service. Furthermore, customer shall be responsible for any and all losses and damages arising from any unauthorized access to the Digital Banking system.

Except as stated in Section III, Financial Institution will have no obligation, liability or control, either directly or indirectly over said security procedures or the failure of Customer to maintain said procedures.

Customer will be solely responsible for designating its authorized users or sub-users. Except as stated within Section III, Financial Institution will not be responsible for verifying the authenticity of any person claiming to be a representative of the Customer or the authenticity of any instruction, direction, or information provided by any said person.

Customer warrants that no individual or authorized user will be allowed to initiate wire transfer requests in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the security procedures, and any passcodes, security devices, and related instructions provided by the Financial Institution.

If the Customer believes or suspects that any such information has been accessed by an unauthorized individual, the Customer shall verbally notify the Financial Institution immediately, followed by written confirmation. The occurrence of such notification will not affect any transfers made in good faith by the Financial Institution prior to the notification and within a reasonable time period to prevent unauthorized transfers.

### **III. SECURITY CODES**

All authorized users shall be assigned a unique access ID and passcode for accessing the Digital Banking system used to initiate wire transfers. In addition, Out of Band Authentication (OOBA) is utilized as a secondary identity verification method. Each authorized wire approver will be required to link their mobile phone or landline to the system to further verify their identity. The system will produce a random unique authentication code which will be required to further validate wire transfer request approvals. Upon receipt of a wire transfer request through the Internet we will also call an authorized contact to verify the wire. Wire will not be processed until identity of contact is confirmed and wire is verified.

We assume no responsibility to discover, audit, or report to you any possible breach of security by your authorized users for unauthorized disclosure or use of such numbers, codes, or devices. You shall be responsible for any liability, loss, or damage resulting from our actions in accordance with instructions provided to us from unauthorized persons when accompanied by the appropriate Digital Banking access ID, passcode, and authentication code, assigned or transmitted to you or any of your authorized users.

### **IV. TRANSFER REQUESTS**

#### **A. Initiating Wire Transfers**

Your authorized users may direct us to initiate wire transfers to an account at another financial institution in accordance with the terms and conditions stated herein.

Wire transfer requests will be accepted during the normal business hours of the Wire Transfer Department. Business hours are subject to change upon notice to you. Our business hours for the purpose of scheduling wire transfers over the Internet are between the hours of 9:00 am and 3:00 pm, Monday thru Friday. The bank will not process wires on Federal holidays and may also close early on special holidays or in the event of inclement weather. Wire requests received after the cut off time will be processed the following business day.

#### **B. Honoring Wire Transfers**

We will only accept a request for a wire transfer if the authorized user(s) makes the request through our Digital Banking system and in accordance with the additional requirements stated herein. Upon receipt of a wire transfer request through the Internet, the Financial Institution will further authenticate by contacting an authorized user to verbally verify the transfer request, and other information as required by us. You understand and agree that we may electronically record telephone conversations with you and your authorized users. The decision to record any telephone conversation shall be solely within our discretion, and we shall have no liability for failing to do so.

We will be under no obligation to honor, either in whole or part, any wire transfer request (a) which exceeds the available balance in your account with us; (b) for which we were not able to obtain an authentication as stated herein; (c) which is not in accordance with any condition indicated by you and agreed to by us; or (d) which is not in accordance with any other requirements as stated herein.

We reserve the right to establish wire transfer request limits and to change those limits from time to time, with or without notice to you.

We agree to use commercially reasonable efforts to execute all properly authorized wire transfer requests on the date received provided (i) such requests are received by us within the established deadline, and (ii) such day is a business day for us, the communication facility selected by us, and the receiving Financial Institution.

In executing any wire transfer request, we may utilize such means of transmission as we reasonably select. The order in which we process wire transfer requests is determined solely by us in our sole and absolute discretion.

### **C. Initiating Wire Transfers**

You shall supply to us any information we may reasonably request regarding any wire transfer request initiated by you, including, without limitation, money amounts, affected accounts, dates of transfer, the beneficiary's name and account number, the name and routing number of the beneficiary's financial institution, such additional information as we may reasonably request and, if necessary, further evidence of any user's authority to transfer funds or to do any other act contemplated by this Agreement.

Upon receipt of the transfer request, information provided will be quoted back to the designated user who is authenticating the wire transfer verification. If the designated user fails to notify us at such time that any of the information we quoted is incorrect, you expressly agree that we shall not be liable for any loss or liability resulting from such discrepancy.

We reserve the right to call back one of your authorized users to further authenticate a wire transfer. If we are unable to secure an authentication, we are under no obligation to execute the wire transfer request, or we may delay the execution of the wire transfer request pending authentication; however, if we are unable to secure an authentication, we may execute the transfer as we, in our sole discretion, shall determine, provided we have received the information stated above and otherwise acted in good faith. In no event will we be liable to you solely because we did not attempt to secure an authentication or fail to secure authentication.

### **D. Authorization to Charge Account**

Upon receipt of the transfer request, the appropriate codes and other information stated herein, you hereby authorize us to charge your account(s) with us in the amount of the funds transfer requests and associated fees. The associated fees are subject to change at any time.

### **E. Beneficiaries**

We may process wire transfer orders based upon an account number or other identifying number when such account number or identifying number is used, with or without a name, to identify the beneficiary of a wire transfer order or a financial institution, even if (when both name and number are used) the account number or identifying number identifies a person or entity different from the beneficiary of financial institution identified by name. If you submit a wire transfer order identifying the beneficiary's financial institution on the basis of the financial institution account number or identifying number, payment of such order might be made by the beneficiary's financial institution on the basis of the financial institution account number or identifying number even if such number identifies a person or entity different from the named beneficiary; and the beneficiary's financial institution need not determine whether the name and the number refer to the same person or entity.

If a wire transfer order issued by you identifies an intermediary financial institution or beneficiary's financial institution only by an identifying number or by both name and identifying number, the receiving financial institution may rely on the identifying number as the positive identification of the intermediary financial institution or beneficiary's financial institution, even if such number identifies a person or entity different from the financial institution identified by name; and the receiving financial institution need not determine whether the name and number refer to the same person or entity or whether the number refers to a financial institution.

### **F. Confirmation; Statement Reconciliation**

Executed wire transfers will be reflected in your Digital Banking Wire Transfer Reports, your Digital account history, and on your periodic account statement. You agree to notify us of any error, discrepancy, unauthorized transfer or any other objection immediately upon learning of any such error, discrepancy, unauthorized transfer or other objection.

## **G. Limitation of Liability**

You agree to assume full responsibility for all transfers made by us in accordance with the procedures stated herein.

You further agree to assign to us no responsibility beyond the duty to exercise good faith, and you agree that we shall be conclusively deemed to have exercised good faith if we have followed the procedures stated herein. We shall not be responsible for any loss arising from or in connection with any inaccuracy, act or failure to act on the part of any person not within our reasonable control or from any error, failure, or delay in the transmission of any wire transfer request including, without limitation, any inoperable communications facilities or other circumstances beyond our reasonable control, such as acts of God, labor difficulties, national emergencies, insurrection, war, severe or adverse weather conditions, equipment or computer failure or destruction, power supply failure, acts of or failure to act by recipients of transferred funds and their personnel, criminal acts of personnel other than Financial Institution personnel or any other causes beyond our control.

You expressly agree to hold the Financial Institution and its service providers harmless and indemnify the Financial Institution for any and all claims, demands, expenses (including, but not limited to, attorney's fees and costs), loss or damage of any nature whatsoever arising directly or indirectly from any transfer request initiated pursuant to this Agreement, and attachments to the Agreement, or other matter related to the Agreement, including, but not limited to, any election made by the Financial Institution to act or refrain from acting upon a funds transfer request when we are unable to obtain proper authentication, except for liability to you caused by our gross negligence, however, IN NO EVENT SHALL THE FINANCIAL INSTITUTION BE LIABLE FOR ANY DAMAGES, INCLUDING LOST PROFITS, LOST SAVINGS, OR OTHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CLAIM BY ANOTHER PARTY, WHETHER OR NOT THE LIKELIHOOD OF SUCH LOSSES OR DAMAGES WAS KNOWN BY US. BANK SHALL NOT BE LIABLE TO CUSTOMER FOR DIRECT, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND. BANK SHALL HAVE NO LIABILITY TO THIRD PARTIES FOR ANY DAMAGES ARISING OUT OF THE PERFORMANCE OR NONPERFORMANCE OF SERVICES OR TRANSFERS. CUSTOMERS AGREES TO AND HEREBY DOES IDEMNIFY AND HOLD BANK HARMLESS FROM AND AGAINST ALL SUCH CLAIMS OF THIRD PARTIES AND ALL EXPENSES (INCLUDING: WITHOUT LIMITATION TO ATTORNEY'S FEES AND COURT COSTS) OF SUCH CLAIMS. BANK'S ONLY RESPONSIBILITY TO CUSTOMER OCCASIONED BY BANK'S PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT SHALL BE TO CORRECT AT BANK'S EXPENSE ANY ERRORS THAT ARE DUE SOLELY TO BANK'S PERSONNEL, COMPUTER PROGRAMS OR MALFUNCTIONS OF BANK CONTROLLED MACHINES.

The terms of this section will survive termination of this agreement.

## **V. ADDITIONAL TERMS AND CONDITIONS**

### **A. Fees**

You agree to pay wire transfer fees imposed in accordance with our customary pricing policies, and to reimburse us for any direct or indirect transfer charges or expense incurred by us, including but not limited to, any access communication system charges, transmission charges, transfer commissions, and correspondence charges. Such fees, charges or expenses shall be paid by a debit to your account with us or, at our option, through account analysis and balance requirements.

### **B. No Waiver**

Except for changes made in accordance with these items and conditions, no deviation, whether intentional or unintentional, shall constitute change hereto, and such deviation shall constitute a waiver of any right or duty of either party hereto.

### **C. Revocation**

You shall have the right to reverse, adjust, or revoke a transfer request after it is received by us; however, we must receive this request before the designated cut-off time. If you request the reversal, adjustment or revocation of a transfer request, we may (but we are not obligated to) attempt to recover the funds from the transferee using whatever steps we deem appropriate, and you expressly agree to indemnify us against any costs, expenses, damages and liabilities, including attorney's fees, which we may incur in attempting to effect

such recovery of funds. We make no representation or warranty as to our ability to revoke or cancel a transfer once made.

#### **D. Account Agreement**

The terms and conditions of your deposit account and Digital Banking agreements with us are hereby incorporated by reference. If any inconsistency exists between such agreements and these terms and conditions, then these terms and conditions shall control, but only to the extent necessary. The authorized users or sub-users assigned by you shall be authorized to perform all acts, permitted hereunder on your behalf, whether or not they are authorized signatures on your deposit account agreement.

#### **E. Modifications/Termination**

This Agreement may be modified or terminated at any time by either party by providing written notice to the other party. Termination of this Agreement shall not terminate Section IV G. (Limitation of Liability) of this Agreement.

Upon notice of termination, customer access will be terminated and all passcodes deleted.

#### **F. Invalidity**

In the event that any one or more of the provisions contained in this Agreement, for any reason, be held illegal, invalid, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect other provisions of this Agreement.

#### **G. Entire Agreement**

This Agreement constitutes the entire agreement between the Financial Institution and Customer, and supersedes any and all other agreements either oral or in writing, between the parties in respect to the subject matter hereof.

#### **H. Binding Effect**

This agreement is binding upon and shall inure to the benefit of the respective heirs, successors and assigns of the parties hereto.

#### **I. Headings**

The headings of sections as used herein are for convenience only and shall not be construed to be a part of the text of the Agreement.

#### **J. Governing Law**

The Board of Governors of the Federal Reserve System has adopted Subpart B of its Regulation J (12CFR 210), which incorporates the provisions of Article 4A of the Uniform Commercial Code as set forth in Appendix B to Subpart B. Subpart B governs funds transfers carried in whole or in part through Fedwire. Any funds transfer order by you or to you may be carried through Fedwire and therefore be subject to Subpart B of Regulation J.

This Funds Transfer Agreement between you and the Financial Institution, and the rights and obligations of the parties thereunder, shall be governed by and construed in accordance with the laws of the State of Texas and the applicable laws of the United States (including, without limitation, Subpart B of Regulation J (12CFR 210), which shall control as to any funds transfer carried in whole or in part through Fedwire.)

To the extent that the rights and obligation of parties under Article 4A of the Uniform Commercial Code, as incorporated into Subpart B of Regulation J (12CFR 210), may be varied by agreement of the affected parties, such rights and obligations of you and the Financial Institution under Article 4A shall be deemed to be varied by terms of this Funds Transfer Agreement between you and the Financial Institution.

This Agreement shall be deemed to be a contract under and for all purposes shall be governed by and construed in accordance with the laws of the State of Texas and the applicable laws of the United States.

I wish to enroll in the Digital Wire Transfer Request Service for the account(s) listed on the Digital Wire Transfer Request Enrollment Form. I have full signing authority on the account(s) listed on the Wire

Transfer Request Enrollment Form and, by submitting the form agree to abide by the rules set forth above, now in effect or as they may be changed from time to time.

This authority is to remain in full force and effect until Harmony Bank has received notification from me, or other authorized representative, of its termination in such time and manner as to allow Harmony Bank a reasonable opportunity to act upon it. I understand that I am in full control of my account and that if at any time I decide to discontinue the service, I will provide notification to Harmony Bank. I have read and accepted all the terms and conditions of this Digital Wire Transfer Request Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers.

**Customer**

By\_\_\_\_\_

Name\_\_\_\_\_

Title\_\_\_\_\_

**Accepted By:**

Harmony Bank

By\_\_\_\_\_

Name\_\_\_\_\_

Title\_\_\_\_\_

Date\_\_\_\_\_

## SCHEDULE A

### ACCOUNTS

The Customer represents and warrants that the accounts listed below are owned entirely by the within-named Customer, and are hereby authorized to be charged as instructed by the Customer for wire transfers and related fees:

# \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_  
# \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_

### USERS

The primary user or Company Admin is responsible for creating additional sub-users to establish dual control to help protect you against misuse. We strongly recommend setting transaction and daily limits for each sub-user, in addition to the dual control feature. The Bank will not be liable for any loss incurred by Company as a result of Company's failure to use dual control or its failure to establish limits for each sub-user.

☐ I will establish sub-users for dual-control purposes.

☐ I will **not** establish sub-users for dual-control purposes and accept the added risk.

### PHONE VERIFICATION

Customer hereby authorizes the following individuals as its authorized contact agents for purposes of verifying wire transfer requests on behalf of the Customer when a Call-Back Verification is performed. These agents shall remain authorized to act on behalf of Customer until the Customer notifies the Bank in writing of revocation of any agent's authorization. Other individuals can be authorized only by adding them to this Agreement or by completion of a new agreement with the Bank. Changes in authorized contact agents by the Customer shall be effective the funds transfer business day following receipt of written notice or a new agreement.

Name: (Required) \_\_\_\_\_

Telephone: \_\_\_\_\_

Title: \_\_\_\_\_

Name: (Optional) \_\_\_\_\_

Telephone: \_\_\_\_\_

Title: \_\_\_\_\_

Name: (Optional) \_\_\_\_\_

Telephone: \_\_\_\_\_

Title: \_\_\_\_\_

### LIMITS

Requested Wire **TRANSACTION** Limit: \_\_\_\_\_

Approved Wire **TRANSACTION** Limit: \_\_\_\_\_

Bank Officer Approval: \_\_\_\_\_

Requested Wire **DAILY** Limit: \_\_\_\_\_

Approved Wire **DAILY** Limit: \_\_\_\_\_

Bank Officer Approval: \_\_\_\_\_

Requested Wire **WEEKLY** Limit: \_\_\_\_\_

Approved Wire **WEEKLY** Limit: \_\_\_\_\_

Bank Officer Approval: \_\_\_\_\_

Requested Wire **MONTHLY** Limit: \_\_\_\_\_

Approved Wire **MONTHLY** Limit: \_\_\_\_\_

Bank Officer Approval: \_\_\_\_\_

#### **SIGNATURES**

Customer and its Authorized Users shall be responsible for any transaction created in accordance with this Schedule A, modified or authorized by anyone using valid Digital banking credentials and initiated in accordance to the security procedures detailed in the Schedule B.

#### **CUSTOMER (named at the top of this Agreement)**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

#### **HARMONY BANK APPROVAL**

By: \_\_\_\_\_

Date: \_\_\_\_\_



## **SCHEDULE B**

### **SECURITY PROCEDURES**

Customer is responsible for establishing and maintaining commercially reasonable security procedures and safeguarding its computer systems against unauthorized transactions and Wire Requests. Customer will be solely responsible for the maintenance and protection of its Computer systems against unauthorized access. Customer will be solely responsible for any and all losses and damages arising from any unauthorized access to the Internet banking service through the use of Customer computer systems, the systems of its Authorized Users or through the use of a valid Customer access ID and password.

At a minimum, Customer must use 128 bit encryption technology for the entry and transmission of wire requests. Customer must use Internet browsers that support 128 bit encryption to access this Institution's Internet banking service and its wire request features. Customer must also use the dual control features within the Digital Wire Request feature to provide segregation of duties for entering and approving wire requests.

Financial Institution will have no obligation, liability or control, either directly or indirectly over said security procedures or the failure of Customer to maintain said procedures. Customer acknowledges that it is not technically feasible for Financial Institution and its service providers to read Customer passcodes in the Internet banking service. Given the inability of Financial Institution and its service providers to read Customer passcodes, Customer further acknowledges that in the event of a breach or unauthorized disclosure of Customer's passcodes, Customer's computer systems, its officers, directors or employees or any other third party that Customer has entrusted with its passcodes, are the likely source of any disclosure of Customer's passcodes.

Customer represents and warrants that all Authorized Users shall only be granted privileges to access Customer accounts pursuant to a Corporate Resolution or written authorization otherwise granted by an officer or owner of Customer.

#### **Sub-User Administration**

Customer will be solely responsible for designating an authorized Sub-User Administrator and for the protection against unauthorized access to the administrative features of the Internet banking system. Furthermore, Customer and its authorized Sub-User Administrator will be solely responsible for designating and administering access to its designated Authorized Sub-Users.

An Authorized User of the Customer shall review on a periodic basis detailed reports on Sub-Users and their level of access. Users no longer associated with the Customer shall be deleted immediately and Token Credentials are to be returned to the Financial Institution.

Financial Institution will not be responsible for verifying the authenticity of any person claiming to be an Authorized User of the Customer or the authenticity of any instruction, direction or information provided by any said person.

Any instructions, directions or other information provided by the Customer, or any of its Authorized Users or Sub Users will be deemed to have been authorized by the Customer and Financial Institution will be indemnified and held harmless by the Customer for acting upon any such direction, instruction or information.

#### **Administering Authorized Users (Agents)**

If applicable, Financial Institution will administer access and system privileges for the Customer's designated Authorized Users (Agents) as detailed in **Schedule A**.

Customer remains solely responsible for designating Authorized Users and their privileges and disclosing the identity of said users, and all changes thereof in writing to this Financial Institution pursuant to the notification process as described in **Schedule A**.

Financial Institution and its service providers will not be responsible for verifying the authenticity of any person claiming to be an Authorized User of the Customer or the authenticity of any instruction, direction or information provided by any said person.

Any instructions, directions or other information provided by the Customer, or any of its Authorized Users will be deemed to have been authorized by the Customer and this Financial Institution will be indemnified and held harmless by the Customer for acting upon any such direction, instruction or information.

Financial Institution shall process wire requests approved by Authorized Users of the Customer as detailed in **Schedule A** in accordance to this Agreement and other Schedules.

#### **Protection of Access Devices, Passwords, Authentication Controls:**

Customer warrants that no individual or Authorized User will be allowed to initiate transfers in the absence of proper supervision and safeguards; which may include but not be limited to dual controls and segregation of duties. Customer agrees to take reasonable steps to maintain the confidentiality of the security procedures, pass codes, security authentication devices, and related instructions provided by the Financial Institution.

If the Customer believes or suspects that any such information has been accessed by an unauthorized individual, the Customer shall verbally notify the Financial Institution immediately, followed by written confirmation. The occurrence of such notification will not affect any transfers made in good faith by the Financial Institution prior to the notification and within a reasonable time period to prevent unauthorized transfers.

Customer also agrees to return all access devices (tokens) upon terminating this agreement. The Customer also agrees to return all access devices (tokens) for sub-users and authorized agents that have had their access deleted from the system while this agreement is in effect.