

Wire Transfer Authorization and Agreement Form



FIRST REPUBLIC BANK
It's a privilege to serve you®

CHECK HERE IF CLOSING ACCOUNT

Prepared By: _____
Branch No.: _____
Date: _____

Repetitive Name: _____

Usd Amount: \$ _____	Foreign Amount: _____	Curr Code: _____
Written Amount: _____	FX Rate: _____	Trader: _____

A. Originator/Borrower

Name: _____ Account No.: _____
Address: _____

Domestic Wire Only	International Wire Only
B. Domestic Bank ABA No.: _____ Bank Name: _____ Address: _____ _____	C. International Bank Intermediary Bank ABA No.: _____ Bank Name: _____ Address: _____ _____ Int'l Bank Name: _____ Address: _____ City & Country: _____ Swift Code: _____ Sort Code: _____

D. Beneficiary

Name: _____ Address: _____
Account No.: _____

E. Originator to Bnf Info (OBI)

F. Bank to Bank info (BBI)

- G. Order Placed By:** (Check as appropriate)
 Originator Mail/Fax (copy attached)
 In Person Phone
 Email (only if address valid per FTA)
 Funds Transfer Agreement in File

H. Wire Transfer Fee:	Charged	Waived
\$25.00 (Domestic)		
\$35.00 (International)		

I/we certify that the information contained herein is true, complete and accurate. I/we hereby agree to indemnify and hold First Republic Bank harmless from and against any loss, claim, damage or liability arising out of or resulting from any action taken by First Republic Bank in reliance upon instructions provided in this Funds Transfer Request and Authorization Form. I/we authorize First Republic Bank to transfer funds and debit my/our account for the amount of funds transferred plus the applicable fees as set forth in the instructions herein. I/we agree that such transfer of funds is subject to the First Republic Bank Funds Transfer Agreement found on page 2 of this form.

Originator/Borrower's Signature X _____
Date: _____

Wire Ops Only:	
Verified	_____
Talked To	_____
Released	_____
Approved	_____
Control #	_____
Date	_____

Office Use Only:
Authorized Signature Verified by: _____ (for in person/fax in request*) If FTA on file authorizes wire transfer via email*, the email request must be from Email listed on the FTA. Authorized Email on FTA is:
Email Address Verified By: _____
Date: _____
*client's written authorization/Email must be attached to the wire form

Person Called: _____ Tel: _____
Call Back by: _____ Date: _____ Time: _____
Two signatures Required per check signing policy. (Loan funding/savings withdrawals)
X _____
X _____

Funds Transfer Agreement (“Agreement”)

This Agreement is made between you (“Originator”) and First Republic Bank (“Bank”).

By requesting Bank to execute funds transfer, Originator hereby agrees to the following terms and conditions:

1. The Bank will exercise reasonable efforts to execute all funds transfer on the Business Day received, when received prior to Bank’s daily deadline which Bank may establish from time to time. “Business Day” means that part of a day during which the Bank is open for the receipt and processing of funds transfer. Saturdays, Sundays, and bank holidays are not considered Business Days. Originator agrees that the Bank may handle funds transfer received from Originator and other customers in any order selected by Bank, and that Bank may use any means or routes which Bank, in its sole discretion, consider suitable for the transfer of funds. The Bank shall be under no obligation to make any transfer unless Originator has on deposit with the Bank in one or more accounts available funds sufficient to cover such transfer, or Originator present sufficient immediate available funds in person and deposit to the account(s) at the time of making the funds transfer request and authorization. However, the Bank may, in its sole discretion execute a funds transfer which causes an overdraft in Originator’s account in which case Originator shall be liable for the overdraft and any overdraft fees and interest thereon as set forth in the Account Disclosure which governs Originator’s account.
2. For funds transfer made out of the account(s) with the Bank, the Bank will mail an advice to you at the address indicated in the Bank’s records. The advice will note the date and the amount of the transfer. Originator agrees to examine the advice promptly upon receipt and to notify the Bank immediately of any discrepancy between the advice and the Originator’s records. The Bank shall not be liable for interest compensation, as set forth below, unless the Bank is notified of the discrepancy within 30 days from the date of the Originator’s receipt of the confirmation or the Originator’s bank statement including the debit for the funds transfer in question, whichever is earlier.
3. Originator agrees to pay all fees as determined by the Bank’s fee schedules for funds transfer, which may change from time to time. Originator further agrees to reimburse the Bank for any actual expenses the Bank may incur to effect or revoke any funds transfer or perform any related act at the Originator’s request.
4. Originator expressly agrees that the Bank shall be liable to the Originator only for the Bank’s negligent performance or non-performance of the services provided pursuant to the Agreement, and that the Bank’s responsibility hereunder shall be limited to the exercise of reasonable and ordinary care. The Bank shall not be liable for any error or delay on the part of any third party, including without limitation third parties used by the Bank, in executing any funds transfer or performing a related act, or for any error or delay in executing a funds transfer or performing a related act due to any cause other than the Bank’s own failure to exercise reasonable and ordinary care, and no such third party shall be deemed to be the Bank’s agent. Further, the Bank shall not be liable to the Originator or any third party for failure to execute any funds transfer or perform a related act if such failure is due to causes or conditions beyond the Bank’s reasonable control, including, without limitation, strikes, riots, insurrection, war, military, or national emergencies, acts of God, natural disasters, fire, outage of computers or associated equipment, or failure of transportation or communication methods or power supplies. **In no event shall the Bank be liable for special, indirect or consequential damages, including, without limitation, loss or damage from subsequent wrongful dishonor or resulting from the Bank’s acts or omissions, except as may be otherwise provided by law.** Bank shall not be liable for Originator’s attorney fees except as required by law. The Bank’s liability shall, in the event of delay or failure to transfer, be limited to the interest on the amount which was to be transferred or the amount which was delayed, whichever is applicable, from business day of receipt of the funds transfer until the Bank executed the funds transfer, The Bank’s liability shall, in the event of a transfer of an erroneous amount, be limited to a refund of the amount transferred in error, plus interest thereon from the date of the transfer until the date of the refund, but not to exceed sixty days. Except as may be limited by applicable law, Originator agrees to indemnify the Bank and hold the Bank harmless (including payment of reasonable attorney’s fees) against all liability to third parties arising out of, or in connection with, the terms and conditions of this Agreement or the services provided hereunder or otherwise to the Originator’s instructions.
5. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the state or commonwealth where the Bank’s main office is located, and applicable federal law.
6. Originator acknowledges and agrees that if a funds transfer describes a beneficiary inconsistently by name and account number, payment might be made by the beneficiary’s bank on the basis of the account number, even if it identifies a person different from the named beneficiary, and that Originator’s obligation to pay the funds transfer requested by the Originator to the Bank shall not be excused by such payment.
7. Bank may at its option accept Originator’s cancellations or amendments to a funds transfer, Originator acknowledges that if the Bank attempts to cancel or amend then the reversal request or amendment must be agreed to by each financial institution which has accepted a funds transfer related to the funds transfer at issue before it will be acted upon and the Originator further agrees that the Bank shall have no liability if a cancellation or amendment is not effected. **Originator agrees that Originator shall indemnify and hold the Bank and officers, directors, employees, and representatives harmless from and against any and all claims, demands, losses, liabilities and expenses, including attorney’s fees and costs, resulting directly or indirectly from compliance with Originator’s cancellation or amendment request.**
8. In the event that the Bank shall be liable to Originator for interest compensation hereunder or under applicable law, interest shall be calculated on the basis of the average Federal Funds rate at the Federal Reserve Bank of San Francisco for each day of the period involved computed on the basis of a 360-day and shall be remitted by direct payment to Originator or other payment mutually agreed upon by Originator and Bank.
9. The Bank hereby gives notice that funds transfer may be executed through Fedwire, a funds transfer system operated by the Federal Reserve Bank, through a correspondent selected by the Bank. With respect to funds transfers which are executed through Fedwire, Federal Reserve Regulation J and all applicable operating circulars shall govern the funds transfers. With respect to funds transfer executed through the Bank’s correspondent who may use CHIPS (Clearing House Interbank Payments System), a funds transfer system operated by the New York Clearing House or SWIFT (Society for Worldwide Interbank Financial Telecommunication), the CHIPS Operating Rules or the SWIFT Operating Rules shall govern the funds transfer.
10. If a funds transfer is to a foreign country, and if for any reason the credit covered by the foreign remittance herein is returned or re-credited to Bank, Originator agrees to accept a refund in the equivalence of United States Dollars for the amount of the foreign money credited based on the current buying rate on the date of the refund less any charges and expenses of Bank or Bank’s agent.
11. The Bank will use best efforts to provide oral, written or electronic notice to Originator of rejection of a funds transfer on the execution date of the funds transfer provided, however, that the Bank shall not be liable to Originator for interest compensation for its failure to give such notice.
12. Originator acknowledges that any Request and/or funds transfer that is executed by Bank will be subject to rules and regulations applicable to fund transfers, including but not limited to record keeping and information transmittal requirements under the Federal Bank Secrecy Act, and/or the fund transfers provision of the applicable Uniform Commercial Code and/or the Office of Foreign Assets Control (OFAC). All funds transfers to or from Customer’s Accounts at Bank, and all requests which Customer sends to Bank to originate any funds transfers shall be governed by the laws of the state in which the account was opened, including the applicable Uniform Commercial Code.

Customer Initials: _____