



PREMIER BANK

# Pledged Asset Line® Wire Transfer Request and Authorization

Charles Schwab Bank | 1-800-838-6573

Charles Schwab Premier Bank | 1-877-566-3312

www.schwab.com/pal

- Wire forms received prior to 1:30 p.m. Eastern time (10:30 a.m. Pacific time) on a Business Day will be processed by the end of the following Business Day.
- For your protection, we must contact you by phone to verify your identity before the wire transfer can be completed.
- There is no fee associated with this wire request.
- We do not process any wire transfers sent from or to international banks, even if the currency is in U.S. dollars (USD).
- Submit this form via secure message on Schwab.com or fax to Charles Schwab Bank or Charles Schwab Premier Bank at 1-877-300-6933.
- Your initial draw may require a minimum.
- Please contact us if you have any questions regarding this information.

You may not borrow money on a Pledged Asset Line to purchase securities or pay down margin loans, or deposit advances from the line into any brokerage account.

## 1. Account Holder Information

Name (First)	(Middle)	(Last)	Telephone Number*	
Address	City	State	Zip Code	Country

\*Please provide a number so you can be reached for call-back verification purposes.

## 2. Outgoing Wire Information

Date Wire to Be Sent	Amount of Wire (in USD only) \$
Pledged Asset Line Account Number (12 digits)	Account Title (owner name)

## 3. Receiving Beneficiary/Bank Information

Beneficiary Name(s) (If the beneficiary is an organization, please use the name of the organization.)				Beneficiary Account Number at Bank
Beneficiary Address	City	State	Zip Code	Country
Beneficiary Bank Name	Beneficiary Bank ABA or Account Number at Send-Through Bank			
Beneficiary Bank Address (if available)	City	State	Zip Code	Country
Additional Instructions (Attention to, Customer Reference, Phone Advice)				
Send-Through Bank Name	Send-Through Bank ABA Number			
Send-Through Bank Address (if available)	City	State	Zip Code	Country

## 4. Authorization—Please Read and Sign

I hereby request the Affiliated Bank to make an advance on my Pledged Asset Line and authorize the Affiliated Bank to wire-transfer the proceeds of such advance per this request. I agree that such wire transfer of funds is subject to the Bank Wire Transfer Request and Authorization Agreement (see the next page). I confirm that all information submitted on this form is correct.

## Signature and Date Required

**X**  
Account Holder Signature Print Name Date (mm/dd/yyyy)



# Bank Wire Transfer Request and Authorization Agreement

This Bank Wire Transfer Request and Authorization Agreement (the "Agreement") establishes additional terms and conditions relating to your Pledged Asset Line® ("PAL") account(s), and are part of the agreement between each account holder and Charles Schwab Bank, SSB or Charles Schwab Premier Bank, SSB (individually, each an "Affiliated Bank," and collectively, the "Affiliated Banks"). Please read and retain for your files.

This is an Agreement between you ("Customer" or "you") and the Affiliated Bank ("Bank," "we," or "us"). By requesting the Bank to execute a wire transfer for you, you hereby agree to the following terms and conditions:

**1. Sending Wires.** We will use reasonable efforts to execute wire transfer requests on the Business Day following the Business Day received, when received prior to our cutoff time. Wire forms received prior to 1:30 p.m. Eastern time on a Business Day will be processed by the end of the following Business Day. ("Business Day" means Monday through Friday, excluding Federal Reserve Bank holidays.) We may treat wire transfer requests we receive after the cutoff time as if received the next Business Day.

When you send a wire transfer request or receive a wire transfer, we, or other financial institutions involved in the wire transfer, may use the Fedwire Funds Service of the Federal Reserve System ("Fedwire"). If any part of a wire transfer is carried out by Fedwire, your rights and obligations are governed by Regulation J of the U.S. Federal Reserve Board ("Fedwire Regulation").

We may select any intermediary bank, funds transfer system or means of transmittal to send your transfer instructions. Our selection may differ from that indicated in your instructions.

You may initiate a wire transfer request only if you have available funds in your PAL account sufficient to cover the transfer. Each such wire transfer request (i) constitutes a loan request under your PAL Loan Documents, as the same may be amended, restated or supplemented from time to time ("Loan Documents") that establishes the terms and conditions relating to your PAL account, and (ii) is subject to all the terms and conditions of your Loan Documents, in addition to the terms of this Agreement. This Agreement supplements the terms of your Loan Documents. Each time you initiate a wire transfer request from your PAL account, you represent and warrant that all conditions to requesting a loan under your Loan Documents are satisfied. If you are requesting an initial loan and your Loan Documents include an initial minimum loan amount requirement, the amount of your wire transfer request must be equal to or greater than \$70,000, or such other amount that may be established by the Affiliated Bank from time to time.

**Please note:** We cannot guarantee that the beneficiary financial institution will post the funds for same Business Day credit. However, in most instances within the United States, wire transfers are received by the beneficiary financial institution on the same Business Day that we send them. **All wire transfers must be in U.S. currency.**

**2. Rejecting Requests.** We may reject wire transfer requests at our sole discretion. Any

notice of rejection (whether given orally, electronically or in writing) is effective when given. We are not liable to you for the rejection or obligated to pay you interest for the period before you receive the notice of rejection.

**3. Cancellation or Amendment.** You have no right to amend or cancel a wire transfer request after we receive it. If you ask us to do this, we may make a reasonable effort to act on your request. But we aren't liable to you if, for any reason, a wire transfer request isn't amended or canceled. You agree to reimburse us for any costs, losses or damages that we incur in connection with your request to amend or cancel a transfer request.

**4. Identifying Number.** You acknowledge and agree that a beneficiary's financial institution, including us if we are the beneficiary's financial institution, may make payment to a beneficiary based solely on the account or other identifying number, even if the name on the wire transfer instruction differs from the name on the account. We, or an intermediary bank, may send payment instructions to an intermediary bank or beneficiary's financial institution based solely on the financial institution identifying number, even if you provide us with a different financial institution name. Neither we nor any other financial institution has a duty to determine whether a transfer instruction contains an inconsistent name and number. This means that you may not rely on the name of the person or financial institution that you provide us to ensure payment to the correct person. And if the correct person doesn't receive payment, you are still obligated to pay us the amount of your transfer instruction.

**5. (a) Errors or Questions.** We notify you about wire transfers by listing them on your PAL account statement. You must notify us at once if you think a wire transfer shown on your statement or other notice is incorrect. All error resolution provisions contained in your PAL Loan Documents or PAL account statement shall apply to any wire transfer request from your PAL account, except for any wire transfer request subject to Section 5(b) of this Agreement.

**(b) Supplemental Error Resolution Provision.**

The following error resolution provisions apply to any wire transfer request from your PAL account that is subject to Article 4A of the Nevada Uniform Commercial Code—Funds Transfers. We notify you about wire transfers by listing them on your PAL account statement. You must send us a written notice, including a statement of relevant facts, no later than 14 calendar days after we send or make available to you the first notice or statement on which the problem or error appears. You should send this notice to the Customer Service address for written inquiries listed on your monthly statement. If you fail to notify us within this 14-day period, you agree that the statement activity and your PAL account balance are

correct for all purposes with respect to these transfers and waive all claims against us to recover any losses resulting from said unauthorized or erroneous transfer. In the event there is any conflict between the requirements of this section, and any error resolution provision contained in any of your PAL Loan Documents or PAL account statement, this section shall control with respect to any wire transfer request from your PAL account subject to Section 5(b) of this Agreement.

**6. Limitation of Liability and Indemnity.** We are liable only for damages required to be paid under Article 4A of the Nevada Uniform Commercial Code—Funds Transfers or the Fedwire Regulation, as may be applicable. In no event will we be liable for any special, indirect, or consequential damages (even if we have been informed of the possibility of such damages), including, without limitation, loss of profits or revenue. We are not liable to you if circumstances beyond our reasonable control prevent us from, or delay us in, performing our obligations under this Agreement. Circumstances beyond our reasonable control include: a natural disaster, such as an earthquake or a flood; emergency conditions, such as a war, riot, fire, theft, terrorist action or labor dispute; a legal constraint or government action or inaction; the breakdown or failure of any equipment for any reason, including a loss of electric power; the breakdown of any private or common carrier communication or transmission facility; any time-sharing supplier or any mail or courier service; the potential violation of any guideline, rule or regulation of any government authority; suspension of payment by another financial institution; or your act, omission, negligence or fault; or the act, omission, negligence or fault of any third party, including, without limitation, third parties used by the Bank in executing any wire transfer request. No such third party shall be deemed to be our agent.

If we are obligated to pay for loss of interest that results from our error or delay regarding your payment order, we pay such compensation or credit your account, as we determine, upon your written request. We calculate compensation as follows: with a non-interest-bearing account, we use a rate equal to the average of the Federal Funds rates set by the Federal Reserve Bank of New York, less a reserve factor. With an interest-bearing account, we use the interest rate applicable to the account. You will indemnify us against and hold us harmless from and defend us against any losses, claims, costs, expenses, damages or liabilities (including, but not limited to, attorneys' fees) arising out of or relating to disputes or legal actions by parties other than you or us concerning any wire transfer. You will use reasonable efforts to assist us in recovering the amount of any overpayment for which we are liable. These obligations will survive the termination of this service.

**7. Security Procedure.** When a wire transfer form is submitted to the Affiliated Bank, we use a security procedure to make sure that the person submitting the request is authorized to do so. The security procedure is as follows: Upon receipt of the wire form, we place a call to any account owner, at the telephone number we have on our records, to confirm the authenticity of your request by requesting that you provide personal information that matches information you provided to us at account opening. If you proactively call in to discuss a wire request, we also authenticate you as a client before discussing details of the wire request.

You agree to use the wire transfer service in accordance with the security procedure. The purpose of the security procedure is to verify the authenticity of wire transfer requests delivered to us in your name and not to detect errors in the transmission or content of the transfer request. You represent and warrant each time you send us a wire transfer request that, in view of your requirements, the security procedure is a satisfactory method of verifying the authenticity of transfer requests. You agree we may act on any transfer requests, the authenticity of which we have verified through use of the security procedure.

**8. Governing Law.** The agreement you make with us, and the rights and obligations we both have, are governed by and interpreted according to Nevada and federal law.

**9. Resolving Disputes.** You agree to settle by arbitration any dispute between us relating to the wire transfer services, as provided in your Loan Documents with us. **Please note: The Loan Documents contain an arbitration provision.**

CLIENT COPY