

## WIRE TRANSFER AGREEMENT AND DISCLAIMER

1. You, the undersigned party, authorize Harvest Title & Escrow to transfer funds as shown on this wire request or HUD Settlement Statement. You understand that a \$25 wire fee will be deducted from your proceeds and your bank may impose additional charges.
2. You must accurately identify beneficiaries of your wire transfer. If you give us the name and account number of a beneficiary, we and other banks may process the wire transfer based on the account number alone, even though the member may identify a person other than the beneficiary named.
3. You agree to hold Harvest Title & Escrow harmless from any loss that occurs if your instructions are incomplete, unclear or incorrect. Harvest Title & Escrow is not required to seek clarification from anyone regarding ambiguous instructions. If we cannot complete a transfer due to unclear or inaccurate instructions, we will notify you orally or in writing by the end of the next business day.
4. For security purposes, Harvest Title & Escrow may require further verification of wire requests via phone or e-mail. Successful verification of these wires must be completed prior to processing the request. Therefore, it is important that your contact information is correct.
5. Harvest Title & Escrow may transfer funds through an Intermediary Bank or funds transfer system that is different from that shown in your instructions. Foreign transfers may be subject to delays, charges imposed by other banks, and changes in foreign currency exchange rates. Harvest Title & Escrow will not be responsible for any changes in an exchange rate involved with a foreign transfer.
6. If Harvest Title & Escrow receives your wire request after our end of processing day cut-off (15:00), or on Saturday, Sunday or holiday, it may be processed on the next funds-transfer business day.
7. You may only cancel or amend your order prior to the wire transfer being sent by our office. You agree to hold Harvest Title & Escrow harmless from all claims and damages, however, if Harvest Title & Escrow attempts (successfully or otherwise) to comply with your cancellation or change request.
8. You agree to notify the Harvest Title & Escrow immediately if you notice any discrepancy involving the posting of your payment order or if you discover a problem with your transfer. You must send us a written notice of the problem, including a statement of the relevant facts, within a reasonable time (not to exceed 10 days from the date you first discover the problem or statement cycle, whichever occurs first).
9. Harvest Title & Escrow will not be liable for consequential, special, punitive, or exemplary damages or losses of any kind. We will not be liable for any failure to act or delay due to: circumstances beyond our control; fire, flood, or natural disasters; communication failures; labor disputes; any inaccuracy in your instructions; the action or inaction of others; or any applicable government or funds-transfer system rule, policy, or regulation.
10. Until "good funds" are posted in our bank account, Harvest Title & Escrow WILL NOT DISBURSE ANY FUNDS.
11. Fedwire is the funds transfer system of the U.S. Federal Reserve Banks. We or other banks involved may use Fedwire to make the funds transfer. If any part of the funds transfer is carried by Fedwire, your rights and obligations regarding the funds transfer are governed by Regulation J of the U.S. Federal Reserve Board.
12. Harvest Title & Escrow has no obligation to re-execute any rejected or returned transfer order. We will call you to let you know following return or rejection. Any credit may not be equal to original amount due to, for example, wire fees, and expenses of the Harvest Title & Escrow or other institutions. In

addition, Harvest Title & Escrow will have no obligation to pay interest on any cancelled, returned, or rejected wire transfer order.

### WIRE INFORMATION

**Option One:**

Copy of Check Attached

**Option Two:**

Bank Name: \_\_\_\_\_ ABA: \_\_\_\_\_

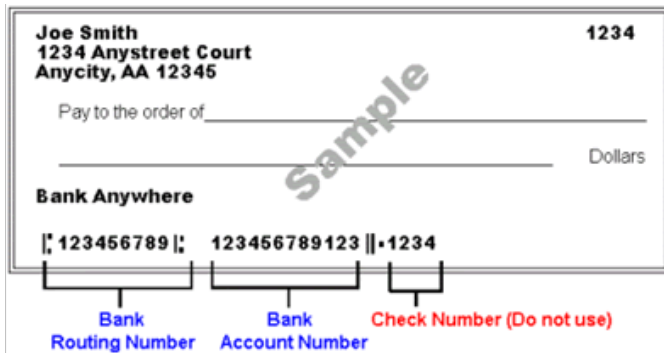
Account Number: \_\_\_\_\_

Beneficiary's Name: \_\_\_\_\_

Beneficiary's Phone No. (h) \_\_\_\_\_ (c) \_\_\_\_\_

Beneficiary Address: \_\_\_\_\_  
\_\_\_\_\_

\*\*\*P.O. Boxes may not be used a beneficiary's address\*\*\*



Special Instructions: \_\_\_\_\_  
\_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ I/we agree to the terms and condition of said Wire Transfer Agreement and Disclaimer.

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Customer Signature