



WIRE TRANSFER APPLICATION AND AGREEMENT

_____ (The “Applicant”) hereby makes application for use of Indus American Bank’s wire transfer service and agrees to be bound by the rules and regulations of the Bank and other regulatory agencies, now in effect or hereafter established.

By signing this agreement, the Applicant agrees that the Bank shall be held harmless either primarily or secondarily if delivery of funds is delayed or are not made due to conditions outlined in the rules and regulations, a copy of which the Applicant acknowledges receipt.

Please indicate by check mark, which if the following methods will be utilized to make your transfer requests.

TELEPHONE REQUESTS

Wire Transfer requests will be made by the authorized individuals listed on the Agreement using a Personal Identification Number (“PIN”). The PIN will be required for all transfer requests made by phone. If the PIN cannot be verified the wire transfer will not be completed.

FACSIMILE REQUESTS

Wire Transfer requests will be made by faxing a completed Wire Transfer Request Form to Indus American Bank at **(732) 603-8383**. The request will require the signature(s) of _____ of the authorized individual(s) listed in the agreement. If no number is indicated then one signature will be sufficient to authorize the transfer. If the signature(s) cannot be verified, the wire transfer will not be completed.

The Applicant hereby authorizes Indus American Bank to act upon oral or written instructions as indicated above, from any _____ representative(s) indicated in the application. In the event no number is indicated, then the authorized representative(s) listed below may act singly.

Name	Title	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

SPECIAL INSTRUCTIONS: (Use when two or more representatives are required to authorize transfers)

RULES AND REGULATIONS

- The customer agrees that all the information contained in this document is complete and correct.
- The Bank will assume no liability if incorrect information or instructions are received from the Customer or Customer's representatives.
- Sufficient available funds must be on deposit in the Customers account on the date of the request. No transfer will be made until such funds are available.
- The Bank will act upon all transfer requests received by 2 p.m. Monday through Friday, except for any holiday for the Bank, the communications facility selected by the Bank and/or the receiving bank. The Bank reserves the right to utilize such means of transmission as the Bank reasonably selects.

Any outgoing wire requests received by the Bank after 2 p.m. deadline will be executed the following business day.

- The Customer agrees to pay the applicable fees for this service, which shall be set and amended by the Bank from time to time.
- Where a payment order provides for payment outside the U.S. in a currency other than U.S. dollar, the amount thereof will be the U.S. dollar equivalent of the wire request at the then prevailing exchange rate. Customer acknowledges that it is an accepted practice for foreign correspondent banks to charge transaction fees in addition to those charged by the Bank, to deduct such fees from amounts remitted through them, and to make payment net of such fees. Bank will not be liable for the consequences of such deductions. Customer will assume all foreign transfer and exchange risks, including (but not limited to) fluctuations in value, local currency restrictions, and temporary or permanent inability to perform exchanges, and will comply with all local laws governing the transaction.
- The Bank may elect not to transfer funds if proper verification cannot be obtained from the Customer or Customers representatives making the request. The Bank also reserves the right to call back the Customer and speak with another

representative to verify the transfer. The decision to call back shall be solely within the Bank's discretion and the Bank shall have no liability for failure to do so.

- The Bank shall be liable to the Customer only for the Bank's performance or nonperformance for the wire transfer services provided. The Bank 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 the Bank's reasonable control.

The Customer agrees to release the Bank from responsibility or liability for any inaccuracy, interruption, delay or failure in transmission or from other circumstances associated with the following: wire service availability, weather, power failure, heat or air conditioning failures, communication line failure and errors or the lack of responsiveness of other organization.

Provided the Bank has complied with these terms and conditions the Customer agrees to indemnify and hold the Bank harmless against any claim of a third party arising from or in connection with these items and conditions or the services provided. In no event shall the Bank be liable to the Customer for any consequential, special or indirect losses or damages, whether or not the likelihood of such losses or damages were known by the Bank.

The Bank's liability for any direct damages resulting from any action of failure to act by the Bank is limited to an amount equal to the interest which could otherwise have been earned on the funds made unavailable to the customer. The interest will be computed on a daily basis at the effective federal funds interest rate for the period not to exceed 14 days.

- The Applicant will supply the following information when requesting a wire transfer:
 - a.) Dollar amount of wire transfer
 - b.) Name and account number of Payee
 - c.) Name of Payee's bank
 - d.) Routing number (ABA) of Payee's bank
 - e.) Any "Special Instructions"
- The Bank will confirm transfers by written form mailed one day after the request. The Applicant shall be responsible for notifying the Bank within two (2) business days of receipt of notification of any discrepancy or any unauthorized transfer, Failure to notify the Bank shall relieve the Bank of any liability.
- Either the Applicant or the Bank may terminate this Agreement upon written notice at any time.
- Any modification or supplement to this agreement shall not be valid unless agreed in writing by the Bank.

- Entire Agreement- This agreement including all attachments hereto, consists of and includes the entire understanding by and between the Bank and you concerning the provision of the service set forth above. No representations or warranties, of any nature have been made by the Bank other than those expressly provided for herein.
- This Agreement applies only to outgoing transfers.

The Parties hereto have duly executed this Agreement the _____ day of _____.

Account Title: _____

By: _____

Print Name: _____

Title: _____

Indus American Bank

Authorized Bank Officer: _____

Print Name: _____

Title: _____

PARTNERSHIP OR NON-INCORPORATED FIRM

We hereby agree to be bound by the Rules and Regulations of Indus American Bank's wire transfer service agreement ("The Agreement".) The undersigned certify that they are general partners operating under the trade name specified below.

Any Representative listed I the Agreement is authorized to execute or deliver wire transfer instructions to the Bank on behalf of the firm in accordance with the Agreement and addenda.

The authority conferred by the Agreement shall continue in full force and effect until written notice of modification or revocation is received by the Bank.

Trade Name

Date

Signature

Signature

Title

Title

CERTIFICATE OF CORPORATE RESOLUTION

I, _____, Secretary of _____, (herein called "Corporation"), hereby certify that a meeting of the Board of Directors of Corporation, duly held on the _____ day of _____, _____ at which a quorum was present and acting throughout, the following Resolutions were adopted, and that said Resolutions are in full force and effect and have not been rescinded, revoked or modified:

"WHEREAS, from time to time, the Corporation may request Indus American Bank (herein called "BANK"), by written communication, telephone, telegraph, facsimile, or computer device to transfer funds to other banks or other financial institutions for credit to parties designated by the Corporation."

NOW, THEREFORE, BE IT RESLOVED, that the Corporation shall enter into a Wire Transfer Agreement (herein called the "Agreement") and any addenda thereto, with the Bank, and that any representative or officer listed in said Agreement in hereby authorized to execute or deliver wire transfer instructions to the Bank on behalf of the Corporation in accordance with the Agreement and addenda.

"IT IS FURTHER RESOLVED, that the authority conferred herein the Agreement shall continue in full force and effect until written notice of modification or revocations shall be received by the Bank, and that the Bank shall be protected in acting upon any form of such written notice of modification or revocation which it in good faith believes to be genuine."

IN WITNESS WHEREOF, I have hereto set my hand and seal this _____ day of _____.

Secretary

President or Vice President



CERTIFICATE OF LIMITED LIABILITY CORPORATE RESOLUTION

I, _____, Secretary of _____, (herein called "LLC"), hereby certify that a meeting of the Board of Directors of Corporation, duly held on the _____ day of _____, _____ at which a quorum was present and acting throughout, the following Resolutions were adopted, and that said Resolutions are in full force and effect and have not been rescinded, revoked or modified:

"WHEREAS, from time to time, the LLC may request Indus American Bank (herein called "BANK"), by written communication, telephone, telegraph, facsimile, or computer device to transfer funds to other banks or other financial institutions for credit to parties designated by the LLC."

NOW, THEREFORE, BE IT RESLOVED, that the LLC shall enter into a Wire Transfer Agreement (herein called the "Agreement") and any addenda thereto, with the Bank, and that any representative or officer listed in said Agreement in hereby authorized to execute or deliver wire transfer instructions to the Bank on behalf of the LLC in accordance with the Agreement and addenda.

"IT IS FURTHER RESOLVED, that the authority conferred herein the Agreement shall continue in full force and effect until written notice of modification or revocations shall be received by the Bank, and that the Bank shall be protected in acting upon any form of such written notice of modification or revocation which it in good faith believes to be genuine."

IN WITNESS WHEREOF, I have hereto set my hand and seal this _____ day of _____.

Secretary

President or Vice President



