

WIRE FUNDS TRANSFER DISCLOSURE STATEMENT

In this Wire Funds Transfer Disclosure Statement and Agreement (this "Agreement"), the words "you" and "your" means a Capital One Bank account owner and the words "us", "we" and "our" mean Capital One Bank. Capital One Bank is used as a trade name for Capital One, N.A. and Capital One Bank (USA), N.A. This Agreement defines your responsibilities and our responsibilities with respect to transfers of funds from your account(s) with us for credit to an account at another financial institution or another account with us ("Funds Transfers"), made pursuant to (a) written instructions, signed by you or your authorized representative ("Authorized Representative"), which we receive (i) in person from you or from someone present on your behalf, (b) (ii) via facsimile transmission, and/or (iii) instructions we receive via our telephone wire request [(a) and (b) are collectively referred to herein as the "Funds Transfer Service"; (b) referred to herein as "Remote Channel"]. You understand that except as specifically modified by this Agreement, your account(s) will continue to be governed by the terms and conditions contained in other agreements and/or disclosures that you have been provided with in connection with your account(s) which are incorporated herein by reference. Unless otherwise defined herein, the terms used in this Agreement shall have the same meaning as set forth in Article 4A of the Uniform Commercial Code and, to the extent applicable, the Electronic Fund Transfer Act (EFTA) and its implementing regulations.

1. How to Make a Funds Transfer: By signing our Outgoing Wire Transfer forms, or similar Funds Transfer request instructions, provided that detailed and specific wire instructions are included in the requests in a form acceptable to us in all respects in our sole discretion, or by utilizing our Telephone Wire Request Service, you (or your Authorized Representative) are requesting and authorizing a Funds Transfer (commonly referred to as a "wire transfer") in accordance with such instructions ("Funds Transfer Request").

All Funds Transfer Requests delivered in person or by facsimile must be in writing and shall be signed by you or your Authorized Representative. Your Authorized Representative may be: (1) any joint owner on an account; (2) an authorized attorney-in-fact of an individual or joint owner on the account, acting pursuant to a power of attorney recognized by us; (3) an authorized fiduciary, such as a trustee, executor, administrator, custodian, guardian or conservator.

2. Method Used to Make the Funds Transfer: We may select any means for the transmission of funds which we consider suitable, including but not limited to Fedwire. We may make use of correspondents, agents, subagents and funds transfer and communication systems. Such third parties shall be deemed your agents and we shall not be liable for any errors, delay, misdelivery or failure of delivery by any of them unless applicable law says otherwise.

3. Cut-Off Times: We have cut-off hours for processing Funds Transfers. If the wire request is received by 2:00pm EST and verified through our security procedures outlined in the Section below, funds will be processed the same business day. If received after 2:00pm EST, funds may be processed the next business day. We may treat any Funds Transfer Request received at or after our cut-off time as if it was received that business day or we may treat it as if it were received at the opening of the next business day.

4. Security Procedures: You agree and consent to the use of certain security procedures by us to confirm the validity of the Funds Transfer Request made pursuant to this Agreement. You understand the security procedures are not designed to detect errors in the content of the Funds Transfer Request or to prevent duplicate transfers.

Some elements of the procedures will vary depending upon the method used to initiate a Funds Transfer. You hereby agree that your utilization of any security procedure established hereunder shall constitute your agreement to its use and affirmative acknowledgment of its commercial reasonableness. You further agree that any Funds Transfer Request which is acted upon in good faith by us in compliance with these security procedures, whether or not in fact authorized by you, shall constitute an authorized Funds Transfer.

The following security procedures shall apply to this Agreement:

Before accepting any such Funds Transfer Requests, we will: (1) perform verification on the individuals initiating the Funds Transfer Request that is designed to ensure they are authorized to initiate a Funds Transfer; (2) apply fraud-related screens to the wire instructions; (3) contact you using information from your account records to verify the Funds Transfer (this contact may be through a method different than the one you used to request the Funds Transfer (e.g., phone versus fax)); and (4) request and receive any other proof of identification or any other documentation from you or your Authorized Representative which we may, in our sole discretion, require under the circumstances.

5. Force Majeure: We will not be liable for our inability to perform our obligations under this Agreement when such inability arises out of causes beyond our control, including but not limited to, any act of God, accident, labor disputes, power failures, system failure, equipment malfunction, suspension of payment by another bank, refusal or delay by another bank to accept the funds transfer, war, emergency conditions, fire, earthquake or the failure of any third

party to provide any electronic or telecommunication service used in connection with the execution or cancellation of a Funds Transfer.

6. Inconsistency of Name and Account Number: You acknowledge and agree that when you (or your Authorized Representative), provide us with a name and account number in order for us to process a Funds Transfer, payment may be made by the beneficiary's/designated recipient's bank solely on the basis of the account number even if the account number identifies a person different from the beneficiary so named. We or an intermediary bank may send a Funds Transfer to an intermediary bank or beneficiary's/designated recipient's bank based solely on the bank identifying number, even if the payment order indicates a different name. We may rely on all information contained in the Funds Transfer Request, regardless of who may have provided the information. You further agree that your obligation to pay the amount of a Funds Transfer to us is not excused in such circumstances. Except as provided by applicable law, any losses resulting from an incorrect account number or your misidentification of the beneficiary/designated recipient is your responsibility and not ours.

7. Acceptance and Execution of Request by Capital One Bank: A Funds Transfer Request is considered accepted by us when we execute it. There is a deadline for each type of Funds Transfer Request. Please contact your Capital One Call Center for this information. If a Funds Transfer Request is received prior to the deadline, it will be executed by us that business day. A Funds Transfer Request received after the cut-off time may be executed on the next business day.

8. Payment to Capital One Bank: You must pay us the amount of the Funds Transfer, plus any applicable fees, before we will execute the Funds Transfer Request. Please contact your Capital One Call Center for fees applicable to Funds Transfers and any other related pre-payment disclosures.

9. Rejection of Funds Transfer: We have no responsibility to accept any incoming Funds Transfer(s) for your benefit. Likewise, we have a right to reject any Funds Transfer Request(s) for an outgoing Funds Transfer for reasons including, but not limited to, insufficient or uncollected funds in the account specified in the Funds Transfer Request, our inability to execute the Funds Transfer for the reasons set out in the Section of this agreement entitled *Method Used to Make the Funds Transfer* above, or if we are unable to verify the authenticity of the Funds Transfer Request.

10. Notice of Funds Transfer Not Executed: If we determine, in our sole discretion, not to honor, execute or accept a Funds Transfer Request, we will endeavor to notify you, but we shall have no liability for delay or failure to do so. We will also endeavor to notify you promptly if a Funds Transfer is returned to us after its execution but shall have no liability by reason of our delay or failure to do so. We shall have no obligation to resend a Funds Transfer if we complied with the original Funds Transfer Request and such Funds Transfer was returned to us.

11. Cancellation or Amendment of Funds Transfer: Once we receive a domestic Funds Transfer Request, it may not be able to be canceled or amended. However, at our discretion, we may use reasonable efforts to act on any request for cancellation or amendment, provided that the method by which we are notified of a request for cancellation or amendment complies with our security procedures. However, we shall have no liability if such cancellation or amendment is not effected. You agree to indemnify and hold us harmless from any and all liabilities, claims, damages, costs and expenses we may incur in attempting to cancel or amend the Funds Transfer. Any cancellation or amendment of a Funds Transfer by us shall relieve us of any obligation to act on the original Funds Transfer Request.

12. Account Statements: Except as provided by applicable law, you agree that we are not required to provide you with a separate notice of incoming or outgoing Funds Transfer. All Funds Transfers will be reflected on your periodic bank statement. You should review your statement for any discrepancies, unauthorized transactions or errors in connection with any Funds Transfers. Except as otherwise provided herein, if you think a Funds Transfer is wrong or if you need more information about a Funds Transfer, you must contact us in writing upon discovery of the error or within fourteen (14) days from the date your statement is postmarked or otherwise made available to you, whichever is earlier. Failure to do so will relieve us of any obligation to pay interest on the amount of an unauthorized or erroneous Funds Transfer for which we are liable. Furthermore, you will also be liable to us for any damages or losses we may incur as a result of your failure to notify us within the time period stated in this Section.

13. Change in Authorized Representative: Any changes in the authority of persons authorized to make a Funds Transfer on your behalf shall not be binding upon us until we have received written notice from you. The notice must be in a form acceptable to us and be given within a reasonable period of time for us to act upon the change.

14. Duty of Reasonable Care: We shall exercise good faith and reasonable care in processing Funds Transfer Requests. You shall similarly exercise good faith and reasonable care in observing and maintaining security procedures, in communicating Funds Transfer Requests to us, and in reviewing periodic bank statements for any discrepancies.

15. Liability of Capital One Bank: We shall be responsible only for performing the Funds Transfer Service expressly provided for in this Agreement; provided however, we shall be liable only for our own gross negligence or willful misconduct in performing such service. We shall not be liable to any third party or for any act or omission of yours or any third party, including, but not limited to, third parties used by us in executing a Funds Transfer or performing a related act and no such third party shall be deemed to be our agent. **IN NO EVENT SHALL WE BE LIABLE FOR ANY DAMAGES OF ANY KIND**

INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOSSES OR EXPENSES ARISING OUT OF OR IN CONNECTION WITH THE FUNDS TRANSFER SERVICE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SAME. Except as otherwise provided by applicable law, the maximum period for which we shall be liable for interest on any amount to be refunded or paid to you with respect to an unauthorized, erroneous or other Funds Transfer Request is thirty days.

Interest Compensation: In the event we are liable to you for interest compensation under this Agreement, or applicable law, interest shall be calculated at the average of the federal funds rate published by the Federal Reserve Bank for the period involved; or at such other rate that we may agree to, in writing, from time to time.

16. Liability of the Customer: Except as otherwise provided by law, you shall be liable for any loss or damage to which your negligence contributed or which resulted in unauthorized, fraudulent or dishonest acts by your current and/or former Authorized Representatives. Such liability includes instances when a current or former Authorized Representative affects one or more Funds Transfers or improper use of telephone security procedures to affect a Funds Transfer to your detriment.

17. Compliance with Anti-Money Laundering and Exchange Control Regulations and OFAC Enforced Sanctions:

A. You covenant with us to observe all Anti-Money Laundering and Exchange Control laws and regulations including economic and trade sanctions promulgated by the Office of Foreign Assets Control of the U.S. Department of Treasury in relation to any Funds Transfer and you will use all reasonable endeavors to assist us to do likewise. In particular, you covenant that the information given to us by you is accurate. We may disclose any information given to us that we in our sole discretion think necessary or desirable to disclose; except we will only disclose confidential information if required by law, a court, or legal, regulatory or governmental authority.

B. Sometimes legal, regulatory or governmental authorities require additional information, either in respect of individuals, entities or particular transactions. You agree to promptly supply all such information, which any such authority may require, and/or which we may be required to supply, in relation to the individual, entity or particular transaction.

C. If you, or your Authorized Representative, breach any such laws or regulations you irrevocably agree that we may retain any monies or funds transmitted to us pursuant to this Agreement and/or not fulfill any Funds Transfer Request if we are required to take or refrain from such action by any legal, regulatory or governmental authority or if we reasonably believe that such action may violate any laws or regulations described herein, and such monies shall not bear interest against us. You further agree that we may pay such monies to the appropriate legal, regulatory or governmental authority, if and when required by law.

18. Indemnification: In consideration of Capital One Bank agreeing to accept Funds Transfer Requests in the manner set forth herein, you shall forever indemnify and hold Capital One Bank, its officers, directors, shareholders, employees, successors, predecessors, representatives, principals, agents, assigns, parents, subsidiaries and/or insurers, harmless from and against all liability, claims, damages, costs, claims or expenses (including reasonable attorneys' fees) that we may incur in connection with all liability between you and us or us and any third parties, without regard to the merit or lack of merit thereof, arising out of, or related in any way to the matters set forth herein, or to the Funds Transfer Service which shall be provided pursuant to the terms of this Agreement. Your agreement to indemnify us and hold us harmless shall survive the expiration and/or termination of this Agreement and all provisions contained herein.

19. Recording of Communication: You agree that all telephone conversations made in connection with the Agreement may be recorded and retained by us by use of any reasonable means.

20. Termination of Agreement: We may terminate the right to make Funds Transfers at any time or amend or change the terms of this Agreement or cancel this agreement without advance notice to you.

21. Agreement Controls: Both you and Capital One Bank will be bound by this Agreement. If there is a conflict between this Agreement and something said by one of our employees, you agree that this Agreement controls. This Agreement and the terms of the Account Agreement(s) related to your deposit accounts, which are incorporated herein by reference, constitute the entire Agreement between you and us regarding your use of the Funds Transfer Service. If any inconsistency exists between the account disclosure statements and agreement(s) and this Agreement, then the terms of this Agreement shall control. No representation or statement not expressly contained in this Agreement or in any amendment hereto shall be binding upon you or us. The invalidity of one or more provisions of this Agreement shall not render the entire agreement void or unenforceable but shall affect only such provisions.

22. Governing Law: All actions arising out of or concerning the Funds Transfer Service or these terms and conditions shall be heard by a judge sitting without a jury. In any such action, Capital One Bank shall be entitled to its reasonable attorneys' fees. The Funds Transfer Service and these terms and conditions shall be governed by the internal laws of the State of Virginia without regard to its conflicts of rules and the Laws of the United States.

23. Severability: In the event that any court or tribunal of competent jurisdiction determines that any provision of the Agreement is illegal, invalid or unenforceable, the remainder of this Agreement shall not be effected thereby.