Wire Transfer Service

THE SERVICE

Bank provides Customer a money transfer service (“Service”) for payment to individuals, companies and governments in the United States (in U.S. Dollars only) and in countries worldwide (in U.S. Dollars or other available currencies). Bank executes the money transfer or drawdown request based on a formatted, irrevocable instruction submitted by Customer. Instruction formats and method of transmission are agreed upon between Bank and Customer in advance of Bank accepting the instruction for processing, including but not limited to initiation through Bank’s offered Electronic Banking channel, File Delivery via direct transmission or file upload.

BANK APPROVAL PROCESS

Instructions received by Bank shall be deemed to be received from Customer. Customer hereby authorizes and directs Bank to honor and to act upon all instructions, without limit as to the amount requested for the transfer of funds from Customer’s specified Account(s) at Bank to designated account(s), whether of Customer or third party and whether at Bank or another financial institution. Bank shall not be liable for honoring or acting upon, and Customer expressly agrees to indemnify and to hold Bank harmless for any claim or loss arising out of honoring or acting upon, any instructions received, including but not limited to if such instructions are received with inaccurate or missing instructions. Bank is not obligated to honor requests for transfers of funds, and has the right to reject any transfer order for any reason that Bank determines in good faith as grounds for doing so. Bank has 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. 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. Customer agrees to comply with all applicable payment system rules, including the national payment system rules and any other applicable laws and regulations of the receiving country of Customer’s transaction. BANK SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSS SUSTAINED BY CUSTOMER FOR BANK’S REFUSAL TO HONOR A REQUEST FOR A MONEY TRANSFER. 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 effects one or more Funds Transfers or improper use of telephone security procedures to effect a Funds Transfer to your detriment.

CUTOFF

If a wire transfer instruction is received by Bank after Bank’s processing cut-off time, or on a non-wire transfer Business Day, Bank shall treat that instruction as received on the next processing Business Day. Bank shall process on a reasonable efforts basis any amendments, cancellations or other changes to an instruction received by Bank.

CLEARING

Customer hereby expressly authorizes Bank, in effecting wire transfers, to use correspondents, branches, agents, subagents, or other agencies (hereafter collectively called “Drawee”) at Bank’s
discretion. Upon Bank’s credit to Drawee, the amount credited shall be regarded as being held by
Bank in all respects for the account of the Drawee as subject to its order and control. No liability
shall attach to Bank or to such Drawee for any losses or damages in consequence of present or
future laws, censorship, regulations, decrees, orders, controls or restrictions rightfully or wrongfully
exercised by any de facto or de jure government or governmental agency, or in consequence of any
delays, mistakes, interruptions, omissions, mutilations, errors, defaults, losses or destruction of any
kind in connection with the transmission of messages (including, but not limited to Fedwire, CHIPS,
SWIFT, or other electronic or telecommunication methods), or in consequence of any other acts,
omission or causes beyond the control of Bank or such Drawee, all such risks being expressly
assumed by Customer. Customer agrees to comply with all applicable payment system rules,
including the national payment system rules and any other applicable laws and regulations of any
country involved in the transaction. Customer agrees to comply with the authorization and notice
requirements applicable to any instruction to debit another person’s account.

COMPLIANCE WITH ANTI-MONEY LAUNDERING AND EXCHANGE CONTROL
REGULATIONS AND OFAC ENFORCED SANCTIONS

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.

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.

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.

PAYMENT INSTRUCTION LIABILITY

Bank shall not be obligated to obtain receipt of payee or beneficiary. Bank shall not be responsible
for the failure of the Drawee to identify the payee or person entitled to the payment of funds, for any
acts or failures to act on the part of the Drawee or for failure of the funds to reach the payee or
beneficiary. In the event that Customer issues a payment order which identifies any party by both
name and a unique numeric or alpha-numeric identifier (CHIPS UID, Fedwire RN, SWIFT BIC, ABA
account number) then Bank, and any other bank participating in the funds transfer, may rely solely
on the unique identifier, even if it identifies a party different from a party named within the
instruction. In the event of any inconsistency between the name and identifying number of any credit
party in payment orders issued in the name of Customer, Customer shall be responsible, and held
liable to Bank for any loss, liability, expense or damage Bank may incur.

FOREIGN EXCHANGE

For any incoming or outgoing wire transfers involving non U.S. Dollars, foreign exchange rate
quotes provided by Bank may not be considered a foreign exchange contract or guaranteed unless
Bank notifies Customer a contract or guarantee applies. Foreign exchange rates are constantly
changing due to market conditions and may vary based upon the particular currency, transaction
amount, time of day, market volatility, and/or other factors influencing the liquidity and Bank pricing for such currency, and Customer acknowledges and accepts the risk of such fluctuations. Further, the exchange rate used for each particular transaction will be based upon normal retail exchange rates reflecting market conditions, which will be different from the wholesale (bank-to-bank) published rates. Bank shall debit Customer’s Account by the U.S. dollar equivalent for the amount of foreign currency transferred, at Bank’s then prevailing exchange rates. FDIC deposit insurance does not insure against any loss due to foreign currency fluctuations.

Any transfer expressed to be payable in a foreign country in U.S. dollars may be made by Bank in U.S. Dollars, but such transfer may, under the laws, regulations, or customs of such foreign country, be payable only in the currency of the country at the Drawee’s or its payment correspondent’s buying rate for such items at the time of the presentation or demand. If said transaction involves a currency other than the currency in which the relevant account is denominated, Customer’s funds will be exchanged for such other currency at a rate of exchange determined as described above on or before the transfer or debit date. Bank is not responsible for losses incurred as a result of the foreign exchange rate applied to the conversion from U.S. Dollars to foreign currency.

REFUNDS

Under no circumstances shall there be any obligation or liability on the part of Bank to make refund in connection with any transaction hereunder until Bank receives confirmation satisfactory to Bank that payment on account of the transaction has been effectively stopped by Bank and obtains from the Drawee the corresponding refund or right to dispose of any funds allocated to such transaction. In no event shall any such refund by Bank exceed the market value in New York of the amount of foreign currency involved at the time of such refund or right to disposal of funds less any charges or expenses of Bank and the Drawee.

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.

INDEMNIFICATION AND SEVERABILITY

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. 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. 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. 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. 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.