



## CONDITIONS APPLICABLE TO FUNDS TRANSFERS

**Definitions:** "I", "me", or "my" means the person who has issued, or on whose behalf there has been issued, the payment order described in the Transfer Application. "Bank" means FirstBank, "Beneficiary" means the person identified in my payment order that is to be paid by Beneficiary's Bank. "Beneficiary's Bank" means the bank identified in my payment order that is to pay Beneficiary. "Intermediary Bank" means any bank in the funds transfer to which a payment order is issued, other than the Bank or Beneficiary's Bank.

**Agreement to Conditions:** I agree that my Transfer Application is subject to the conditions set forth below.

**Instructions to Bank:** All information on the Transfer Application, as applicable, must be completed, including my designation of any Intermediary Bank. My completion of the Transfer Application for a funds transfer shall constitute a payment order instructing Bank to execute or pay the order. My payment order shall not be subject to cancellation or amendment unless I notify Bank in writing, at the branch to which my Transfer Application has been delivered by 4:00 P.M., on the banking day preceding the date on which Bank is to execute or pay my order.

**What Bank Will Do:** Bank shall execute my payment order by issuing its own order, in furtherance of and in conformity with my order, to Intermediary Bank, if applicable, or directly to Beneficiary's Bank, or Bank shall pay Beneficiary if Bank is also Beneficiary's Bank. Bank shall execute or pay my order in same day funds, except if Bank is also Beneficiary's Bank then Bank shall pay in next day funds if so request and Bank agrees. Except where a later date is specified in the Special Instructions field on the Transfer's Application, bank shall execute or pay my order on the Date of Application if received prior to 2:30 P.M. or on the next banking day if received after 2:30 P.M. If a later date is specified, Bank shall execute or pay my order on that date. Unless otherwise arranged, Bank shall debit my account for the amount of the payment order and for the Bank's charges, of which I have been informed. Bank reserves the right to refuse or delay execution of my order in the event I do not have sufficient funds available for withdrawal in my account to be debited or I have not otherwise paid Bank for the transfer, in the event my order is unclear or incomplete or for other reasons satisfactory to Bank.

**Payment in Foreign Currency:** In the event the funds transfer is to be made in a currency other than U.S. dollars, Bank shall purchase the foreign currency, and I shall pay Bank the U.S. dollar equivalent of the amount of the foreign currency transferred, at the exchange rate advised to me by Bank. I understand, further, that if Beneficiary's Bank is instructed to pay in a currency other than its local currency, payment will normally be made by Beneficiary's Bank at its rate of exchange on the date of its payment. I shall comply with all local currency restrictions and any other local laws governing the transactions.

**Further Agreements:** I agree to be bound by the rules of all funds transfer systems and communications systems in which Bank participates, such as Fedwire, CHIPS and S.W.I.F.T., in connection with the funds transfer. Bank may use whatever funds transfer system and methods of payment are appropriate in its judgment in connection with the funds transfer. I agree that Bank may rely upon the identifying number (e.g., Fedwire number or account number) of any person or entity as instructed in the Transfer Application, be it Intermediary Bank, Beneficiary's Bank or Beneficiary, even if it identifies a person or entity different from that identified by name. I shall be responsible for any inconsistency between the name and identifying number of any such person or entity as set forth in the Transfer Application and shall be liable for any loss, liability, expense or damage, including attorney's fees and litigation expenses, Bank may incur as a result of, or in any way connected with such inconsistency.

**Limitation on Damages:** To the maximum extent permitted by law, Bank shall not be liable for events or circumstances beyond Bank's reasonable control or for indirect, special or consequential damages, even if Bank is advised as to the possibility of such damages.

**Governing Law:** The agreement shall be governed by the laws of the Territory of the United States Virgin Islands.

## CONDITIONS APPLICABLE TO INTERNATIONAL DRAFTS

**Definitions:** "I", "me", or "my" means the person who has purchased the Draft described in the Transfer Application. "Bank" means FirstBank. "Check" means a payment instrument issued by Bank. "Drawee" means the institution upon which the Check is drawn. "payee" means the person to whom the Drafts is payable.

**Agreements to Conditions:** I agree the Check that Bank issues and sells to me is subject to the conditions set forth below and that Bank is only obligated to do those acts stated in this agreement or otherwise required by law.

**Bank Duties:** Upon Bank's acceptance of my payment for the amount of the check plus any fees or commissions (of which I have been informed), Bank shall issue the Check and shall arrange to make available to the Drawee funds in an amount equal to that appearing on the face of the Check. If I request that the Check be issued in a currency other than U.S. dollars, the Check will be valued in the foreign currency rate quoted by Bank on the day the Check is purchased, less any fees or commissions charged by Bank.

**Cashing the Check:** The Check may be presented for deposit or encashment at the Drawee or at other accepting institutions. The institution at which the Check is presented may impose fees and commissions and may determine the rate of exchange at which the value of the Check is to be calculated in the event it is presented for payment in a currency other than the currency in which it is drawn. I agree to comply with all local currency restrictions and any other local law governing the transaction.

**Refunds:** Bank shall honor requests for stop payment, recall or refunds, except in the following circumstances. If the check is not delivered to the Payee or is returned by the Payee to me, Bank will refund either the face amount of the check if in U.S. dollars or the value computed at an exchange rate quoted by Bank on the day the Check is returned for refund if in foreign currency, provided, however, when I return the Check to Bank for the purpose of cancellation, that I properly endorse it, if required, and that I certify (i) that I have a legal right to the Check and (ii) any signatures which appear on it are genuine. If the Check is lost, stolen or destroyed, Bank will make a refund to me or issue a replacement check if the Check has not been paid and I provide to Bank such certifications and/or indemnification as Bank shall require.

**Limitation on Damages:** To the maximum extent permitted by law, Bank shall not be liable for events or circumstances beyond Bank's reasonable control or for indirect, special or consequential damages, even if Bank is advised as to the possibility of such damages.

**Governing Law:** The agreement shall be governed by the laws of the Territory of the United States Virgin Islands.