

Customer: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

The undersigned ("Customer") desires to use the services of Principal Bank (the "Bank") to transfer funds from Customer's account or accounts at the Bank in accordance with the wire transfer requests of Authorized Representatives or company users of Customer.

Customer and Bank hereby agree as follows:

1. Customer's wire transfer requests may involve either of the following:
  - a. The transfer of funds from any designated account at the Bank to any account of Customer maintained by another financial institution; or
  - b. The transfer of funds from any designated account at the Bank to a third party's account maintained by another financial institution.

This Agreement also covers any wire transfers into Customer's account or accounts at the Bank. The Bank is authorized to debit the account or accounts designated by Customer in any wire transfer requests, including any fees charged by the Bank. Fees and charges for the services described in this Agreement, including fees for outgoing and incoming wires, will be set forth in the Schedule of Fees, which is part of Business Account Agreement governing Customer's account.

2. Subject to paragraphs 4, 5, 10 and 13 of this Agreement, there are no restrictions or limitations on the amounts of funds that may be wired pursuant to this Agreement, or on the location of the other financial institution to which a transfer is to be directed, unless Customer gives the Bank electronic or other written instructions specifying otherwise.
3. Wire transfer requests must be filled out and submitted to the Bank electronically on the Bank's website or in compliance with such other procedures that the Bank establishes from time to time. Customer accepts all responsibility that the information provided in wire transfer requests is accurate and complete as of the date it is submitted to the Bank.
4. Customer shall pay the Bank the amount of each wire transfer request transmitted to the Bank, together with any applicable fees, when the Bank executes the wire. Customer agrees that the amount of a wire transfer request shall not exceed the ledger balance in the account designated in the wire transfer request. Customer agrees that if Customer fails to pay in accordance with this Agreement, the Bank shall be entitled to request cancellation of the wire transfer. However, if the payment of a wire creates an overdraft, without the Bank's prior consent, Customer agrees to pay the Bank the overdraft amount and any overdraft fee promptly upon demand. The Bank may undertake any legal means to collect the amount of the transfer, including setting off the amount of the overdraft against the balances of any of Customer's other accounts maintained at the Bank, and the Bank may exercise any right that the Bank may have under any agreements granting the Bank security for the payment of liabilities or obligations of Customer to the Bank.
5.
  - a. In order to submit wire transfer requests via the Bank's website, Customer must designate at least one Company System Administrator (a "CSA") via an Online Banking Enrollment/Agreement. Customer's CSAs shall be responsible for designating "company users" who Customer authorizes to make online wire transfer requests on its behalf. Customer's CSAs may also set dollar limits on wire transfer amounts for company users per account. The Bank shall not be responsible for the limits established by Customer's CSAs. The Bank shall be entitled to rely on the designations made by Customer's CSAs and shall not be responsible for matching the names of the company users designated by the CSAs to names or titles listed in Customer's banking resolutions. Customer agrees that any such online wire transfer requests shall comply with the Bank's disbursement and security policies, which are subject to change without notice to Customer.
  - b. In order to submit a wire transfer request using a form from the Bank's website, the form must be printed, filled out and executed on behalf of Customer by an individual who has been designated as an "Authorized Representative" of Customer on the Signature Card for the account designated in the wire transfer request. Customer agrees that any such written wire transfer requests shall comply with the Bank's disbursement and security policies, which are subject to change without notice to Customer.
  - c. In order to submit a wire transfer request using the Bank's Customer Center, the person calling in on behalf of Customer must be an individual who has been designated as an "Authorized Representative" of Customer on the Signature Card for the account designated in the wire transfer request. Customer agrees that any such verbal wire transfer requests shall comply with the Bank's disbursement and security policies, which are subject to change without notice to Customer.

6. Customer's CSA and company users will have company and user IDs and passwords in order to access the Bank's website and make wire transfer requests. Customer agrees that it will ensure that its CSA and its company users shall not give or make available their user IDs or passwords to any other persons or entities and shall take all customary and reasonable precautions to keep their user IDs and passwords secure. Customer agrees to comply with the Bank's security procedures, including those described in this Agreement and any other security procedures established by the Bank from time to time. Company further agrees that the Bank is entitled to rely on any wire transfer requests received by the Bank so long as wire transfer request complied with the Bank's security procedures, and the Bank shall not be liable for any loss or damage incurred by Customer with respect to the authorization of a wire transfer request so long as the Bank followed its security procedures.
7. Wire transfers will only be executed on business days. Wire transfer requests received on a non-business day or after 3:00 pm CST on a business day will be treated as being received on, and may be executed on, the next business day. This cut-off time may be modified at any time at the Bank's discretion. For purposes of this Agreement, a "business day" is as defined in your Business Account Agreement.
8. The Bank shall make a reasonable effort to act on Customer's request for cancellation or amendment of a wire transfer request prior to the time the Bank executes the payment order; *provided, however*, that the Bank shall have no liability if such cancellation or amendment is not effected for any reason.
9. If Customer has online access to its account designated in the wire transfer request, Customer agrees to review its on-line account records after each wire transfer from such account and notify the Bank within 14 calendar days after the effective date of a wire transfer of any discrepancy or error concerning the wire transfer. In the event Customer fails to notify the Bank of a discrepancy or error within the time period stated above, Customer agrees that the Bank is not liable to pay interest with respect to such wire transfer. If Customer does not have online access to its account designated in the wire transfer request, Customer agrees to review the account statement for such account after a wire transfer from such account and notify the Bank within 14 days after receipt of such account statement of any discrepancy or error concerning the wire transfer. In the event Customer fails to notify the Bank of a discrepancy or error within the time period stated above, Customer agrees that the Bank is not liable to pay interest with respect to such wire transfer. Regardless of the type of access Customer has to its account or accounts at the Bank, in the event Customer fails to notify the Bank of a discrepancy or error within 90 calendar days after the effective date of a wire transfer of any discrepancy or error concerning the wire transfer, Customer shall be precluded from any claim against the Bank.
10. If a wire transfer request indicates an intermediary bank or a beneficiary's bank inconsistently by name and identifying number, execution of the request might be based solely upon the number, even if the number identifies a bank different from the named bank or person or entity that is not a bank. If a wire transfer request describes a beneficiary inconsistently by name and account number, payment might be made by the beneficiary's bank based solely upon the account number, even if the account number identifies a person or entity different from the named beneficiary. Customer's obligations shall not be excused in these circumstances. Customer agrees to comply with all applicable laws, rules, procedures and regulations with respect to the use of its accounts at the Bank and its use of the service described in this Agreement. The Bank may reject any wire transfer request that does not conform to the limitations, security procedures and/or other requirements set forth in this Agreement, such as availability of funds on deposit, or to applicable law. The Bank may reject, except when prohibited by law, at its sole discretion any wire transfer request it receives from Customer for any reason. The Bank shall notify Customer of the Bank's rejection of the wire transfer request by telephone, electronic message, U.S. mail or overnight courier. The Bank will comply with regulations issued by the U.S. Treasury's Office of Foreign Assets Control ("OFAC"). If any wire transfer request is to a person or entity listed on OFAC's list of Specially Designated Nationals and Blocked Persons, by law the Bank shall not complete the transfer and shall "block" the funds until such time that OFAC issues a written release to the Bank. In addition, if a wire transfer into Customer's account is from a person listed on OFAC's list of Specially Designated Nationals and Blocked Persons, by law the Bank shall not accept the transfer. The Bank shall have no liability to Customer as a result of the Bank's rejection of any wire transfer request or refusal to accept any wire transfer.
11. Customer of such rejection, including any reason given for rejection, by telephone, electronic message, U.S. mail or overnight courier. The Bank shall have no further obligation to transmit the rejected wire transfer if the Bank complied with this Agreement with respect to the original wire transfer request.
12. Customer shall be liable to the Bank for and shall indemnify and hold the Bank and its affiliates and their respective officers, directors, employees and agents harmless from and against any and all claims, causes of action, damages, expenses (including reasonable attorneys' fees and other legal expenses), liabilities and other losses arising or resulting from acts or omissions of Customer, or from the provision of invalid or inaccurate data by Customer or by any other person or entity acting on Customer's behalf, including without limitation (i) a breach by Customer of any provision of this Agreement; (ii) the Bank's debiting or crediting of the account of any person or entity as requested by Customer; and (iii) the failure to act or the delay of any financial institution other than the Bank.
13. The Bank shall be responsible only for performing the wire transfer services described in this Agreement and shall be liable only for its own gross negligence or willful misconduct in performing these services. The Bank shall not be liable for acts or omission by Customer or any other person or entity, including without limitation any funds transfer systems, any Federal Reserve Bank, any beneficiary's bank and any beneficiary, none of which shall be deemed the Bank's agent. Without limitation, the Bank shall be excused from delaying or failing to act if caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions, strikes or other circumstances beyond the Bank's control. In addition, the Bank shall be excused from delaying or

failing to execute a wire transfer due to any changes in the rules, regulations and policies of the Federal Reserve Board that affect the Bank's ability to send or receive wires at any time, for any reason, if the wire transfer would result in the Bank's exceeding any limitation on its intra-day net funds position established through Federal Reserve guidelines or if the wire transfer would result in violating any present or future risk control program of the Federal Reserve or a rule or regulation of any other governmental regulatory authorities.

14. In no event shall the Bank be liable for special, consequential, punitive or indirect losses or damages suffered or incurred by Customer in connection with the transactions contemplated by this Agreement, including without limitation subsequent wrongful dishonor resulting from the Bank's acts or omissions, regardless of whether the Bank knew or should have known such losses or damages might be incurred. Any liability of the Bank for loss of interest resulting from its error or delay shall be calculated using a rate equal to the Federal Funds Rate at the Federal Reserve Bank of New York for the period involved. Payment will be made by crediting the appropriate account at the Bank involved in the wire transfer. The Bank shall not be responsible for Customer's attorneys' fees.
15. The provisions of Regulation J, 12 CFR Part 210, Subpart B (including the appendices to the extent that the wire transfer request is carried out through Fed Wire) govern this Agreement. Terms used but not defined in this Agreement shall have the meaning ascribed to them in Uniform Commercial Code Article 4A. This Agreement is also subject to all applicable operating circulars of the Federal Reserve Bank of Chicago and any other applicable provision of federal or state law. To the extent that Regulation J does not apply, this Agreement shall be governed by the internal laws of the State of Iowa.
16. The Business Account Agreement governing Customer's account (the "Account Agreement") and this Agreement (i) constitute the entire agreement between the Bank and Customer regarding the use of the Bank's wire transfer service; (ii) supersede any prior agreements between the Bank and Customer regarding wire transfers and (iii) shall be binding upon and enforceable against Customer's successors and assigns. If any inconsistency exists between the Account Agreement and this Agreement, the terms of this Agreement shall control. If any part of this Agreement is found to be invalid, illegal or unenforceable, the remaining provisions shall remain in effect.
17. All written notices provided to the Customer under this Agreement shall be sent via electronic message, the U.S. mail or overnight courier to the address contained in the records of the Bank or such other address provided from time to time by the Customer. All written notices provided to the Bank by the Customer under this agreement shall be sent via electronic message, the U.S. mail or overnight courier to the address listed below. Confidential information should not be sent through unsecured email.
18. The Bank shall be entitled to amend this Agreement at any time, and any such amendment shall become effective immediately upon Customer's receipt of notification or upon a later date specified in such notification. Customer may amend information provided on-line by its CSA at any time by following the procedures set forth by the Bank. Customer may not amend any other part of this Agreement without the prior written consent of the Bank. Customer may not assign this Agreement to any other person or entity without the Bank's prior written consent, at which time a new agreement will be established. The Bank may terminate this Agreement at any time by giving written or oral notice to Customer. Unless terminated by the Bank, this Agreement shall remain in effect until the Bank receives Customer's written notice of termination and has been afforded a reasonable opportunity to act on such notice. Any termination of this Agreement shall not affect any obligations arising prior to termination, and the parties expressly agree that paragraphs 3, 4, 5, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 18 shall survive the termination of this Agreement.

Customer has caused this Agreement to be duly executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

This Agreement must be executed on behalf of Customer by an individual who has been authorized to do so in the corporate or authorizing resolutions (or similar document satisfactory to the Bank) of Customer's Board of Directors or other managing body provided to the Bank by Customer in connection with the opening or maintenance of Customer's account or accounts at the Bank.

**Notice Information:**

Principal Bank  
P.O. Box 9351  
Des Moines, IA 50306-9351  
Attention: Wire Desk  
Email address: [Principalbank@principal.com](mailto:Principalbank@principal.com)

**Customer's Full Legal Name (print or type):**

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**\*\*\* Be sure to retain a copy of this agreement for your records.\*\*\***