

# Wire Transfer Terms and Conditions



By placing a funds transfer request with Citibank to transfer funds from your Citibank account to an account at another institution, you agree to the following terms and conditions:

**Remittance Transfers (Consumer Accounts).** Under federal law, you are entitled to certain rights for "Remittance Transfers." For purposes of these Terms and Conditions, a Remittance Transfer is an electronic transfer of funds initiated from a consumer account primarily for personal, family or household purposes to a designated recipient (beneficiary) in a foreign country. As noted throughout this Agreement, different rules apply to Remittance Transfers. Also, for Remittance Transfers that you initiate Citibank will provide you with certain disclosures required by federal law at the time you initiate the transfer. To the extent the provisions of these Terms and Conditions are inconsistent with the disclosures provided to you for a specific Remittance Transfer, the provisions of such disclosures shall govern.

**Reliance by Citibank.** Citibank will rely on the information you provide in making a funds transfer on your behalf. You understand that it is your responsibility to provide Citibank with accurate information regarding that transfer, including the account number of the beneficiary of the funds transfer (such as "IBAN") and where applicable, the number (such as "BIC" or "SORT") identifying the beneficiary institution, since payment will be processed based on the number(s) provided by you. Should you provide an incorrect account number and/or beneficiary institution identifier, you understand that any losses resulting from the funds being credited to the wrong account will be your responsibility.

For certain Remittance Transfers, you may be required at the time you initiate the request to provide Citibank with information regarding the currency in which the beneficiary account is maintained. You understand and acknowledge that Citibank will rely on this information in executing your instructions in accordance with the provisions set forth in the "Currency of Funds Transfer" Section of these Terms & Conditions.

**Debit Authorization.** Citibank is authorized to debit your account for the amount of your funds transfer request. You further authorize Citibank to charge your account for any applicable service fee for each funds transfer request you place in accordance with our fee schedule in effect from time to time or in accordance with any disclosures you receive at the time of your funds transfer request.

**Transfer to Beneficiary Bank.** When you place a request with Citibank for a funds transfer, you must select a financial institution as the beneficiary bank (recipient bank) for the transfer. For transfer within the United States, the beneficiary bank must be a member of the Federal Reserve System, Clearing House Interbank Payment System (CHIPS), or a correspondent bank of such a member.

You may request that the funds either be deposited to a particular account at the beneficiary bank or that the funds be held at the beneficiary bank for your beneficiary. The beneficiary bank will be responsible for following your instruction and for notifying the beneficiary that the funds are available. After the funds are transferred to the beneficiary bank, they become the property of the beneficiary bank. The beneficiary bank is responsible to locate, identify and make payment to your beneficiary. **If you identify a beneficiary by name and account number, the beneficiary bank may pay the funds to the person identified by the account number and your payment may be final even if the account does not correspond to the beneficiary.** (The beneficiary bank is not obligated to verify that the account number belongs to your beneficiary). If your beneficiary cannot be properly identified, the funds may be returned. Except as may be prohibited by applicable law for Remittance Transfers, any losses resulting from any incorrect information you provide are your responsibility.

**Currency of Transfer.** Funds transfers to beneficiaries within the United States are made only in U.S. dollars. For Remittance Transfers, at the

time you request a funds transfer, Citibank may ask you whether the account maintained at the beneficiary bank is held in U.S. dollars or in the local currency where the account is maintained. If you indicate that the account is held in U.S. dollars, your funds transfer must be made in U.S. dollars. If you indicate that the account is held in the local currency of the country where the account is maintained, Citibank will send your funds transfer in that local foreign currency unless the transfer in foreign currency is prohibited by local restrictions of the destination country. If you indicate that you do not know the currency in which the beneficiary account is held, you can choose to send the funds transfer in U.S. dollars or in the local currency of the country where the beneficiary account is held. You understand that Citibank has the right to rely on your statement as to the currency of the beneficiary account and that it will not be responsible for any error in the information it provides you concerning the applicable exchange rate and the amount of funds to be received by the beneficiary should your statement be incorrect and a currency conversion occurs after Citibank sends your funds transfer request.

**Means of Transfer.** Citibank uses a variety of banking channels and facilities to make funds transfers, but will ordinarily use electronic means. We may choose any conventional means that we consider suitable to transfer your funds for you beneficiary.

Because we do not maintain banking relations with every bank, we sometimes use one or more intermediary banks to transfer your funds to the beneficiary bank. After we transmit your order to an intermediary bank, that bank is responsible to complete your request. You understand that there may be fees imposed by these other banks handling your funds transfer and that these fees may be deducted from the transfer amount before it is credited to the beneficiary. For Remittance Transfers, you will be provided with more detailed information regarding applicable fees at the time of your funds transfer request.

**Cancellation or Amendment of Remittance Transfers:** You have the right to cancel or amend your Remittance Transfer provided that you cancel or amend your request within thirty (30) minutes of your authorizing payment for that transfer. If you request a cancellation or amendment after that time, the provisions below applicable to all other funds transfer request will apply.

**Cancellation or Amendment of all other Funds Transfer Requests:** You may cancel or amend your funds transfer request only if Citibank receives your request prior to the execution of the funds transfer request and at a time that provides Citibank with a reasonable opportunity to act upon that request. If your funds transfer request has already been executed by Citibank, you understand and agree that the request to cancel or amend the funds transfer will only be effective with the voluntary consent of Citibank and the beneficiary bank. Citibank will first have to check with the beneficiary bank to determine whether or not the beneficiary bank will return your funds. If the beneficiary bank confirms that the funds are returnable and the funds are returned to Citibank, Citibank will return the funds to you. The amount that is returned to you may be less than you originally transferred because of service charges of the beneficiary bank and/or Citibank. If your funds transfer was in a foreign currency, your returned funds will be in U.S. dollars at the exchange rate established by Citibank on the date of return. Citibank shall not be liable to you for any loss resulting from the failure of the beneficiary bank to accept a cancellation or amendment of your funds transfer request.

**Please Note:** If your transfer is returned by the beneficiary bank to Citibank, an amendment request cannot be accepted and as a result, the funds will automatically be credited back to your account less any applicable service charges. If your transfer was in foreign currency, your returned funds will be in U.S. dollars at the exchange rate established by Citibank on the date of return as indicated above.

**Rejection of a Funds Transfer Request.** We reserve the right to reject your funds transfer request without cause or prior notice. We may reject your request if the dollar value of one or more of your transfer requests exceed your daily transfer limit, if you have insufficient available funds in your account for the amount of the funds transfer and applicable fee, if the information you provide in connection with that transfer is incomplete or unclear, if we are unable to confirm the identity or authority of the person providing the request, or if we are unable to fulfill your request for any other reason. For international transfers you understand we are required by U.S. regulations to provide you with certain information about your transfer request and if we are unable to provide you with that information at the time of your transfer request for any reason, we will need to reject your request. If we reject a request for a funds transfer, you will be notified of the rejection at the time of your request or as soon thereafter as we determine to reject the transfer request.

**Delays, Non-Execution of Funds Transfer Requests.** While Citibank will handle your funds transfer request as expeditiously as possible, you agree that Citibank will not be responsible for any delay or failure to execute your funds transfer request, or delay in making the funds available to the beneficiary due to circumstances beyond the control of Citibank or any intermediary or beneficiary bank handling the transfer, including without limitation, any inaccuracy, interruption, delay in transmission, or failure in the means of transmission of your funds transfer request to the bank or execution of such request by the bank, whether caused by strikes, power failures, equipment malfunctions, or delays caused by one or more institution's fraud screening procedures or compliance procedures for anti-money laundering, economic sanctions or similar laws. You further agree that Citibank may refuse to process or delay processing any funds transfer request as a result of routine compliance and fraud screening, inability to verify the request, or if it would violate any guideline, rule, policy, or regulation of any government authority or funds transfer system. TO THE EXTENT PERMITTED BY LAW, CITIBANK MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER IN CONNECTION WITH YOUR FUNDS TRANSFER.

**Execution of a Funds Transfer Request** – If your funds transfer request is received by Citibank on a day that is not a business day or on a business day after the established cut-off hour your request will not be processed until the next business day.

**Claims with Respect to Remittance Transfers.** If you believe there has been an error or you need more information about your funds transfer, you agree that you must contact Citibank within one hundred and eighty (180) days of the date indicated by Citibank that the funds would be available to the beneficiary of that transfer. At that time, you may be asked to provide the following information: 1) your name, address and account number; 2) the name of the person receiving the funds, and if you know it, his or her telephone number or address; 3) the dollar amount of the transfer; 4) the reference code for the transfer; and 5) a description of the error or why you need additional information. Citibank may also ask you to select a choice of remedy (credit to your account in the amount necessary to resolve the error or alternatively, a resend of the transfer in an amount necessary to resolve the error for those cases where bank error is found). Citibank will determine whether an error has occurred within ninety (90) days after you contact the bank. If Citibank determines that an error has occurred, Citibank will promptly correct that error in accordance with the error resolution procedures under the Electronic Fund Transfer Act and

federal Regulation E or in accordance with the laws of the state where your account is located as may be applicable. In any event, any action or proceeding by you to enforce any obligation, duty or right under this Agreement must be commenced within one (1) year from the date that such cause of action accrues. IN NO EVENT SHALL CITIBANK BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXPENSES ARISING IN CONNECTION WITH YOUR REMITTANCE TRANSFER.

**Claims with Respect to all other Funds Transfers.** You agree that within thirty (30) days after you receive notification in your periodic account statement that the funds transfer request has been executed, you will notify Citibank of any errors, delays, or if you need additional information related to that funds transfer. If your funds transfer request was delayed or erroneously executed as a result of erroneous information provided by you, you understand that you may be responsible for the amount of that transfer and any associated fees. If your funds transfer request was erroneously executed or delayed as a result of Citibank's error, Citibank's sole obligation to you is to pay or refund such amounts as may be required under the Uniform Commercial Code Article 4A or by other applicable law. Any claim for interest payable by Citibank shall be at Citibank's published savings account rate in effect within the state of the home branch for the account from which the funds transfer was made. In any event, any action or proceeding by you to enforce any obligation, duty or right under this Agreement must be commenced within one (1) year from the date that such cause of action accrues. IN NO EVENT SHALL CITIBANK BE RESPONSIBLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES OR EXPENSES IN CONNECTION WITH YOUR FUNDS TRANSFER.

**Governing Law.** In general, this Agreement shall be governed by federal law and, where not in conflict with or preempted by federal law, the laws of the state in which your home branch is located. Funds transfers authorized under this Agreement may involve one or more funds transfer systems, such as Fedwire or the Clearing House Interbank Payments System (CHIPS). In these cases, the rules of the appropriate funds transfer system(s) will apply along with applicable law. Subpart B of Regulation J and Article 4A of the Uniform Commercial Code apply to funds transfers made through Fedwire. Funds transfers made through CHIPS are governed by and subject to CHIPS Rules and Administrative Procedures and the laws of the State of New York, including 4A of the Uniform Commercial Code.

**Indemnity.** In consideration of the agreement by Citibank to act upon funds transfer requests in the manner provided in this Agreement, you agree to indemnify and hold Citibank harmless from and against any and all claims, suits, judgments, executions, liabilities, losses, damages, costs, and expenses – including reasonable attorney's fees – in connection with or arising out of Citibank acting upon those funds transfer requests pursuant to this Agreement. This indemnity will not be effective to relieve and indemnify Citibank against its gross negligence, bad faith, or willful misconduct.

BR: 00259

DOMESTIC MONEY TRANSFER

BUS: 016

02/21/23

CITIBANK REFERENCE NUMBER:

0520004950

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SENDER INFORMATION

ALIRIO C VALBUENA  
3259 SHADOW WOOD DR  
GREENACRES FL USA 334632439

12408938282

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BENEFICIARY INFORMATION

TDG-TREGNY LLC

ACCOUNT: 1504259214

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BENEFICIARY BANK  
INFORMATION

ABA#: 026013576  
SIGNATURE BANK

NY

PAGE 1 OF 2

BR: 00259

DOMESTIC MONEY TRANSFER

BUS: 016

02/21/23

CITIBANK REFERENCE NUMBER:

0520004950

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ACCOUNT: 1504259214

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BENEFICIARY BANK  
INFORMATION

ABA#: 026013576  
SIGNATURE BANK

NY

PAGE 1 OF 2

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SPECIAL INSTRUCTIONS

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|------------------|--------------|----------|-------------|------------|
| SOURCE ACCOUNT:  | 009105945175 | CHECKING | (FIMP: 007) |            |
| AMOUNT OF WIRE:  | 6000.00      |          | BANK FEE:   | 35.00      |
| DATE OF REQUEST: | 02/21/23     | CITIBANK | REF NUM:    | 0520004950 |

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BANKER: P9278400BROWN, FITZGERALD

PAGE 2 OF 2

WIRE TRANSFER

I AUTHORIZE THE FUNDS TRANSFER AND AGREE TO THE TERMS AND CONDITIONS.

CITIBANK REFERENCE: 0520004950

METHOD OF AUTHENTICATION:

VALID ID: FLDL#V415003444630

ISS:02/03/2021 EX:12/23/2029

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AUTHORIZED CUSTOMER'S SIGNATURE

DATE: MM/DD/YYYY