

Payment Order Form

Day	Month	Year

Payment Reference Number:

Requested Transaction:

- International Wire International Draft Local Draft
 Internal Transfer Credit Card Payment

50. Ordering Customer Information

Account #: _____
 Name _____
 Address: _____
 City: _____ Country: _____

**Payment Information
 Amount (Written words)**

.....

Amount (Figures)
Currency
Rate
ECD.....
Charges.....
TOTAL.....

Charges transaction:

- SHA (costs for the transactions are shared)
 BEN (all cost for the transaction will be paid by beneficiary)
 OUR (all costs for the transaction will be paid by ordering customer)

57. Beneficiary Bank Information

SWIFT Code / ABA / Routing: _____
 Name: _____
 Address: _____
 City _____ Country: _____

59. Beneficiary Customer Information:

Account #: _____
 Name: _____
 Address: _____
 City: _____ COUNTRY: _____

70. Remittance Information:

56. Intermediary Bank Information

SWIFT Code / ABA / Routing: _____
 Name: _____
 City: _____

Kindly debit above mentioned account number for amount transferred, plus charges. It is understood that the message will be sent in cipher or otherwise at my/our risk in every respect and that neither **1st National Bank St. Lucia** nor **their** correspondents will be liable for the consequences of any delay, mistake or omission in transmission or payment or any interception of the said message. I/We confirm that I/we have read, understood, acknowledge, accept and agree to the terms and conditions overleaf.

Customer 1 Signature

Customer 2 Signature

Date

Payment Order Form

Terms and Conditions:

In this Agreement "I", "me" and "my" means the Individual, Sole Ownership, Corporation, Partnership or Association overleaf. Unless the context requires otherwise, words denoting the singular shall include the plural and vice versa. The term "communication" means any instructions or information from, or purporting to be from me or my e-mail address. Any reference to "instructions" means Internet e-mail ("e-mail"), telephone or fax instructions.

1. **Authorized instructions:** I authorize the Bank to accept any method of instructions from me to (a) provide account and transaction information, (b) transfer funds between my accounts, (c) transfer funds from any account in my name to any individual, firm or corporation, (d) issue stop payment orders, (e) to perform foreign exchange transactions (including to process outgoing wire transfers and purchase of bank drafts – local and foreign), (f) to act on instructions received in relation to any account maintained in my name with the Bank.
2. **Use of E-mail:** If I use e-mail to communicate with the Bank, I authorize the bank to reply to me by e-mail. This includes sending my confidential information to me at my request. If I am an individual, the Bank will not be required to act on instructions or communications sent by e-mail unless they are sent from an e-mail address that I have designated for e-mail communications. If I am a Corporation, Partnership, or Unincorporated Association, the Bank will not be required to act on any instructions or communications sent by e-mail unless they are sent from an e-mail address that I have designated for e-mail communications and that bears both my name (Company name) as well as the name of my authorized signatory (individual name).
3. **Risks of using cellular phones and e-mail:** I understand that cell phones and internet e-mail are not secure means of communication and that the Bank does not use encryption or digital signatures for incoming or outgoing e-mails. I also understand that the Bank recommends that customers do not share confidential information with anyone via the use of cell phones or e-mail or share their internet access or share my passwords with others. If nonetheless I choose to do so, I assume full responsibility for the risks of doing so. These risks include the possibility that: (a) someone could intercept, read, transmit, retransmit, copy, record, interfere with or alter my message, document, communication, or instructions including by forging my handwriting and/or signature including before and after transmission, (b) e-mail messages could be lost, delivered late, or not received, (c) computer viruses could be spread by e-mail causing damage to computers, software or data. The Bank therefore requires that all customers use up-to-date virus checking software; and (d) someone could access my account and perform transactions using my account. I agree to take all necessary steps to prevent interception of communication, instructions and messages and to prevent fraud or forgery.
4. **Acting on Instructions:** The Bank may act on instructions and information from, or purporting to be from, me as if I had given the Bank such instructions or information in writing, until the Bank has received written notice to the contrary. I agree that if an e-mail or faxed instruction requesting the transfer of funds from any of my accounts to another beneficiary's account or the processing of an Outgoing Wire Transfer or Electronic Funds Transfer to a beneficiary specifies (a) an account number in identifying the beneficiary to whom the amount of the transfer of funds is to be made available; or (b) a named financial institution, Routing/Transit number or Swift address of the branch of the financial institution of the beneficiary of the e-mail or faxed payment instruction; the Bank is entitled to rely on such information (bank name, account number and/or routing/transit number/swift Address) in making the amount of the payment instruction available. In the event the Bank makes the amount of the payment instruction available by relying on the information provided in the e-mail or faxed instruction, the Bank shall have satisfied its obligations under this section even if the account number identifies a person different from the beneficiary of the e-mailed or faxed payment instruction. The Bank is under no duty to detect any such inconsistency in identification. I agree that a copy of a document transmitted by e-mail or fax to the Bank shall be admissible as evidence of the contents and its execution in the same manner as an original document, and expressly waive any right to object to its introduction in evidence, including any right to object based on the best evidence rule.
5. **Validity of Communication:** All my communications/instructions that the Bank accepts and acts upon will be considered to be valid and authentic. This will be the case even if, among other things, they did not come from me, were not properly understood by the Bank (except for the Bank's gross negligence or willful misconduct) or were different from any of my previous or later communications. Communications will only be valid at the Bank Office/Branch at which they are received. I will comply with any and all security procedures prescribed by the Bank for e-mail and faxed communications/instructions and will take any other steps reasonably necessary to prevent unauthorized transmission or interception of or interference with e-mail, telephone and faxed instructions to the Bank, and any forgery or fraud.

Customer 1 Signature

Customer 2 Signature

Date

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6. **1st National Bank's Liability:** The Bank will not be responsible for any costs, damages, demands or expenses that I may incur due to the Bank's acting or failing to act upon my communications/instructions including but not limited to the Bank's negligence (except for the Bank's gross negligence or willful misconduct). In the event of the Bank's gross negligence or willful misconduct, the Bank's liability will be limited to the amount involved in my communication/instruction. The Bank will not, under any circumstances, be liable for any loss, including loss of data, or any special, incidental, consequential, indirect or exemplary damages (including but not limited to loss of profit and any other commercial or economic loss). In no event will the Bank be liable for any loss or damages suffered by me that is caused by: (a) the actions of, or any failure to act by, any third party (and no third party will be considered to be acting as an agent of the Bank) including fraud, forgery/fraudulent misrepresentation and/or interception of, interference with or alteration of my message, document, communication or instructions, (b) inaccuracies in or inadequacies of any information furnished by me to the Bank, (c) failure by the Bank to perform or fulfil any of its obligations to me due to any cause beyond the Bank's control, (d) any delay in receiving or failure to receive an e-mail or faxed communication/instruction.
7. **Indemnity:** I will indemnify and save the Bank harmless from any claims, damages, demands, professional fees and expenses and liabilities whatsoever that the Bank incurs (other than due to its own gross negligence or willful misconduct), including without limitation, among other things all legal fees, professional fees and expenses and disbursements, incurred by me, arising from the Bank acting, or declining to act, on any of my e-mail, telephone or fax communications/instructions given under this Agreement. This indemnity is in addition to any other indemnity or assurance against loss provided by me to the Bank.
8. **Wire Transfers/Electronic Funds Transfers (EFT):** In sending request for wire transfers via email, or fax message, I agree: (a) The Bank shall not be liable to me under any circumstances for any loss, injury or damage as a result of the Bank acting on my instructions, or instructions purporting to be from me (including any direct, indirect, consequential, exemplary, punitive or special damages arising from any cause of action, including but not limited to negligence, fraud, and fraudulent misrepresentation arising from forgery or otherwise), except for the Bank's gross negligence or willful misconduct, (b) To indemnify the Bank and keep the Bank indemnified at all times and hold the Bank harmless from and against any and all claims and demands, actions and proceedings, damages, (whether direct, indirect or consequential, exemplary, punitive or special damages even if I have been advised of the possibility of such damages in advance), losses, costs and expenses, including but not limited to all legal costs, of whatsoever nature and howsoever suffered or incurred by the Bank arising out of or in connection with the Bank acting on my instructions, or instructions purporting to be from me (other than due to the Bank's gross negligence or willful misconduct).
9. **Severability:** If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

Customer 1 Signature

Customer 2 Signature

Date

AUTHORISED SIGNATURES _____