

**UTAH  
UNIFORM COMMERCIAL CODE (Status for 2020)  
TITLE 70A**

***Utah Code Title 70A. Uniform Commercial Code § 70A-4a-507.***

**CHOICE OF LAW**

<https://codes.findlaw.com/ut/title-70a-uniform-commercial-code/ut-code-sect-70a-4a-507.html>

- (1) The following rules apply unless the affected parties otherwise agree or Subsection (3) applies:
  - (a) The rights and obligations between the sender of a payment order and the receiving bank *are governed by the law of the jurisdiction in which the receiving bank is located.*
  - (b) The rights and obligations between the beneficiary's bank and the beneficiary *are governed by the law of the jurisdiction in which the beneficiary's bank is located.*
  - (c) The issue of when payment is made pursuant to a funds transfer by the originator to the beneficiary *is governed by the law of the jurisdiction in which the beneficiary's bank is located.*
- (2) If the parties described in Subsections (1)(a), (b), and (c) have made an agreement selecting the law of a particular jurisdiction *to govern rights and obligations between each other, the law of that jurisdiction governs those rights and obligations, whether or not the payment order or the funds transfer bears a reasonable relation to that jurisdiction.*
- (3)(a) A funds transfer system *rule may select the law of a particular jurisdiction to govern:*
  - (i) rights and obligations between participating banks with respect to payment orders transmitted or processed through the system; or
  - (ii) the rights and obligations of some or all parties to a funds transfer, any part of which is carried out by means of the system.
- (b) A choice of law made pursuant to Subsection (3)(a)(i) is binding on participating banks. A choice of law made pursuant to Subsection (3)(a)(ii) is binding on the originator, other sender, or a receiving bank having notice that the funds transfer system might be used in the funds transfer and of the choice of law by the system when the originator, other sender, or receiving bank issued or accepted a payment order. The beneficiary of a funds transfer *is bound by the choice of law if*, at the time the funds transfer is initiated, the beneficiary has notice that the funds transfer system might be used in the funds transfer and of the choice of law by the system. The law of a jurisdiction selected pursuant to this Subsection (3) *may govern whether or not that law bears a reasonable relation to the matter in issue.*
- (4) In the event of inconsistency between an agreement under Subsection (2) and a choice of law rule under Subsection (3), the agreement under Subsection (2) prevails.
- (5) If a funds transfer is made by use of more than one funds transfer system and there is inconsistency between choice of law rules of the systems, the matter *in issue is governed by the law of the selected jurisdiction that has the most significant relationship to the matter in issue.*

**Utah Code Title 70A. Uniform Commercial Code § 70A-5-116. Choice of law and forum**

<https://codes.findlaw.com/ut/title-70a-uniform-commercial-code/ut-code-sect-70a-5-116.html>

(1) The liability of an issuer, nominated person, or adviser for action or *omission is governed by the law of the jurisdiction chosen by an agreement in the form* of a record signed or otherwise authenticated by the affected parties in the manner provided in Section 70A-5-104 or by a provision in the person's letter of credit, confirmation, or other undertaking. The jurisdiction whose law is chosen need not bear any relation to the transaction.

(2) Unless Subsection (1) applies, the liability of an issuer, nominated person, or adviser for action or omission *is governed by the law of the jurisdiction in which the person is located*. The person is considered to be located at the address indicated in the person's undertaking. If more than one address is indicated, the person is considered to be located at the address from which the person's undertaking was issued. For the purpose of jurisdiction, choice of law, and recognition of interbranch letters of credit, but not enforcement of a judgment, all branches of a bank are considered separate juridical entities and a bank is considered to be located at the place where its relevant branch is considered to be located under this Subsection (2).

(3)(a) Except as otherwise provided in this Subsection (3)(a), the liability of an issuer, nominated person, or adviser *is governed by any rules of custom or practice*, such as the Uniform Customs and Practice for Documentary Credits, to which the letter of credit, confirmation, or other undertaking is expressly made subject.

(b) If this chapter *would govern the liability of an issuer, nominated person, or adviser under Subsection (1) or (2)*:

(i) the relevant undertaking incorporates rules of custom or practice; and

(ii) there is conflict between this chapter and those rules as applied to that undertaking, *those rules govern except to the extent of any conflict with the nonvariable provisions specified in Subsection 70A-5-103(3)*.

(4) If there is conflict between this chapter and Title 70A, Chapter 3, Uniform Commercial Code--Negotiable Instruments, Chapter 4, Uniform Commercial Code--Bank Deposits and Collections, Chapter 4a, Uniform Commercial Code--Funds Transfers, or Chapter 9a, Uniform Commercial Code--Secured Transactions, this chapter governs.

(5) The forum for settling disputes arising out of an undertaking within this chapter may be chosen in the manner and with the binding effect *that governing law may be chosen in accordance with Subsection (1)*.

#### **Utah Code Title 70A. Uniform Commercial Code § 70A-8-109. Applicability--Choice of law**

<https://codes.findlaw.com/ut/title-70a-uniform-commercial-code/ut-code-sect-70a-8-109.html>

(4) “Issuer's jurisdiction” means the jurisdiction under which the issuer of the security is organized or, if permitted by the law of that jurisdiction, the law of another jurisdiction specified by the issuer. An issuer organized under the law of this state may specify the law of another jurisdiction as the law governing the matters specified in Subsections (1)(b) through (e).

(5) The following rules determine a “securities intermediary's jurisdiction” for purposes of this section:

(a) If an agreement between the securities intermediary and its entitlement holder governing the securities account expressly provides that a particular jurisdiction is the securities intermediary's jurisdiction for purposes of this part, this chapter, or this title, that jurisdiction is the securities intermediary's jurisdiction.

(b) If Subsection (5)(a) does not apply and an agreement between the securities intermediary and its entitlement holder governing the securities account expressly provides that the agreement is governed by the law of a particular jurisdiction, that jurisdiction is the securities intermediary's jurisdiction.

(c) If neither Subsection (5)(a) nor Subsection (5)(b) applies and an agreement between the securities intermediary and its entitlement holder governing the securities account expressly provides that the securities account is maintained at an office in a particular jurisdiction, that jurisdiction is the securities intermediary's jurisdiction.

(d) If Subsections (5)(a) through (c) do not apply, the securities intermediary's jurisdiction is the jurisdiction in which the office identified in an account statement as the office serving the entitlement holder's account is located.

(e) If Subsections (5)(a) through (d) do not apply, the securities intermediary's jurisdiction is the jurisdiction in which the chief executive office of the securities intermediary is located.

(6) A securities intermediary's jurisdiction is not determined by the physical location of certificates representing financial assets, or by the jurisdiction in which is organized the issuer of the financial asset with respect to which an entitlement holder has a security entitlement, or by the location of facilities for data processing or other record keeping concerning the account.

**Utah Code Title 70A. Uniform Commercial Code § 70A-2a-106. Limitation on power of parties to consumer lease to choose applicable law and judicial forum**

<https://codes.findlaw.com/ut/title-70a-uniform-commercial-code/ut-code-sect-70a-2a-106.html>

(1) If the law chosen by the parties to a consumer lease is that of a jurisdiction other than a jurisdiction in which the lessee resides at the time the lease agreement becomes enforceable or within 30 days thereafter or in which the goods are to be used or if the goods are to be used in more than one jurisdiction none of which is the residence of the lessee in which the lease is executed by the lessee, *the choice is not enforceable*.

(2) If the judicial forum chosen by the parties to a consumer lease is a forum that would not otherwise have jurisdiction over the lessee, *the choice is not enforceable*.