



1st National Bank Wire Transfer Security Agreement

This Wire Transfer Security Agreement is made as of _____, _____, by and between 1st National Bank, a national banking association (the "Bank"), and the undersigned (the "Account holder"), and describes the terms and conditions which apply to all wire transfers into and out of the Accountholder's deposit accounts with the Bank.

Agreements

1. The Accountholder has provided the Bank with this authorization designating officers or employees of the Accountholder to authorize Wire Transfers ("Authorization"). The Bank may rely upon, and the Accountholder is estopped from denying, the authority of the persons designated in the Authorization.
2. The Accountholder may request the Bank to execute Wire Transfers on the Accountholder's behalf ("Request") by applying to the Bank in such form as the Bank shall require, and by following the procedures established by the Bank for verifying the authenticity of requests for Wire Transfers ("Security Procedures"), as set forth in the Agreement. The method of instructions in which the Bank will accept a wire is in person, by phone, fax, or email. The Security Procedures may be changed from time to time.
3. The Bank is authorized to execute Requests, provided they are made in the form prescribed by the Bank, and to charge the Accountholder's designated accounts therefore, without inquiry as to the circumstances of issue or the disposition of the proceeds, even if drawn to the individual order of any authorized person or payable to others for his/her account.
4. The Accountholder acknowledges that domestic wire transfer instructions must be received by the Bank by 2:30 PM and international wire transfer instructions must be received by the Bank by 1:30 PM in order to be executed on the same business day. Any instructions received after these cut-off times will be processed on the following business day. These times may be amended by the Bank as necessary.
5. The Bank will use the Security Procedures to detect unauthorized Requests. The Bank does call-backs to a pre-determined phone number for all wires received by phone, fax, or email that are over \$25,000. Call-backs are done on all wires received via online banking regardless of the dollar amount. In addition to call-backs, the bank does require signatures from the Accountholder prior to completing the wire, with the exception of wire transfer requests that are initiated by the Accountholder through their online banking. The Bank verifies all signatures received with the applicable signed documents on file at the bank. The Accountholder acknowledges that the Security Procedures provide a reasonable degree of protection against unauthorized funds transfers. The Bank and the Accountholder agree that the security procedures are designed to verify the authenticity of Payment Orders and not to detect errors contained in any Payment Order. The Accountholder is solely responsible for the accuracy and completeness of each Payment Order. Any request acted upon by the Bank in compliance with Security Procedures, whether or not authorized by the Accountholder, shall be treated as the Accountholder's authorized Request, for which the Accountholder is responsible.
6. The Accountholder agrees that the Bank is not obligated to accept any Request, amendment or cancellation that is communicated to the Bank other than in compliance with the Security Procedures. The Bank will not be responsible for refusal to act upon any Request received which does not comply with this Agreement, including where the Bank's reasonable efforts to verify the Request in accordance with the Security procedures have failed or where such action is delayed until verification can be obtained.
7. The Bank is not obligated to accept any incoming wire transfer for the Accountholder's benefit, and the Bank has the right to reject a Request (for an outgoing Wire Transfer). The Bank will notify the Accountholder by telephone if it rejects a Request.

8. The bank is not obligated (and is not liable for its failure) to cancel or amend a Request after its receipt by the Bank. The Bank will, however, make reasonable efforts to comply with the Accountholder's request to cancel or amend a Request. Any request for cancellation or amendment must be made in compliance with the Security Procedures. The Accountholder will indemnify and hold the Bank harmless from any and all liabilities, costs and expenses the Bank may incur in canceling or amending, or in attempting to cancel or amend, a Request.
9. The bank may rely, without incurring liability to the Accountholder, upon information (including names, amounts, and account numbers) provided by the Accountholder when making a Request, even if such information is incorrect. The Bank may charge the Accountholder's Accounts therefore under such circumstances. The Accountholder is responsible to provide the Bank with updated Wire Transfer Agreements reflecting any changes in authorization of the Accountholder's personnel.
10. The Accountholder agrees that the Accountholder's authorized account will be charged by the Bank for the amount of the Wire Transfer and any associated fees prior to executing the Request. The Bank may modify its fee schedule without prior notice to the Accountholder, however, such changes will not be effective against the Accountholder until it has been provided with notice thereof in accordance with the terms hereof.
11. The Bank may employ any means it chooses for the transmission of funds pursuant to Requests. The Bank is not responsible for performance failure as a result of an interruption in transfer facilities, labor disputes, power failures, equipment malfunctions, suspension of payment by another bank, refusal or delay by another bank to accept the wire transfer, inclement weather, war, emergency conditions, fire, earthquake, or other circumstances not within the Bank's control.
12. In the event the Bank fails to exercise good faith and ordinary care in processing a Request, the Bank's liability is limited to the Accountholder's lost interest and the Accountholder's expenses directly related to the Request. Under no circumstances is the Bank liable for any special, indirect, exemplary, or consequential damages, including lost profits, of any kind.
13. The Accountholder shall be liable for any loss or damage resulting from the Accountholder's breach of this Agreement or to which the Accountholder's negligence contributed, or which resulted from unauthorized, fraudulent, or dishonest acts by the persons designated in the Agreement.
14. If the Accountholder is a corporation, it represents and warrants to, and covenants with the Bank that the execution and delivery of this Agreement has been authorized by all necessary corporate and governmental action and does not violate any provision of law or any provision of the Accountholder's charter, articles of incorporation or by-laws or any other agreement binding on the Accountholder and the persons signing this Agreement on behalf of the Accountholder, are duly authorized to do so. The Bank, in accepting this Agreement, is expressly acting and relying upon the aforesaid representations and warranties.
15. This Agreement may be terminated by Accountholder or Bank at any time by giving 10 days' written notice hereof to the other party. Bank may terminate this Agreement immediately upon written notice to Accountholder in the event of (i.) Accountholder's breach of a material obligation under this Agreement, or applicable law, (ii.) Accountholder's insolvency, receivership or voluntary or involuntary bankruptcy, or the institution of any proceeding therefore, or any assignment for the benefit of creditors, or if in the good faith opinion of Bank the financial condition of the Accountholder has become impaired, or (iii.) Accountholder's default under any agreement or instrument between the Accountholder to Bank, after giving effect to any applicable notice and cure periods. Notwithstanding such termination, this Agreement shall remain in full force and effect as to all transactions that have occurred or which the Bank began processing prior to the date of termination. Upon termination of this Agreement, the Customer will promptly pay to the Bank all sums due or to become due under this Agreement.
16. This Agreement shall be construed in accordance with and governed by the laws of the State of Ohio. The Bank and the Accountholder each irrevocably waive any right to trial by jury in any proceeding related to this Agreement. The Accountholder hereby irrevocably submits to the non-exclusive jurisdiction of the courts of the State of Ohio and the United States of America and agrees that any legal action or proceeding with respect to this Agreement may be commenced in such Courts.

17. The Accountholder hereby authorizes the following individuals to act on behalf of the Accountholder in initiating and approving wire transfers either individually or any two acting together (circle one) for the following account #

a. _____:

_____ Name	_____ Title	_____ Signature
_____ Name	_____ Title	_____ Signature
_____ Name	_____ Title	_____ Signature
_____ Name	_____ Title	_____ Signature
_____ Name	_____ Title	_____ Signature
_____ Name	_____ Title	_____ Signature

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date above.

(Name of Accountholder)

By _____
Name

By _____
Name

Authorized signature as designated
by certified copy of resolution

Authorized signature as designated
by certified copy of resolution

Its _____
Title

Its _____
Title

_____, 20_____
Date

_____, 20_____
Date

**1st National Bank
for accounting department use only**

By _____
Name

By _____
Name

Authorized signature

Authorized signature

Its _____
Title

Its _____
Title

_____, 20_____
Date

_____, 20_____
Date

Federal Holidays (non-processing days):

New Year's Day

Martin Luther King, Jr. Day

Presidents Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Juneteenth

Thanksgiving Day

Christmas Eve (Must be submitted by noon)

Christmas Day

New Year's Eve (Must be submitted by noon)