

WIRE TRANSFER AGREEMENT



This agreement between the 1st National Bank and the Client and its authorized agents (hereafter "Client") governs origination and receipt of wire transfers on behalf of the Client. The terms of this agreement are construed in accordance with the laws of the United States when applicable and with the laws of the State of Ohio (hereafter, "State"). Should these related laws be amended, this agreement shall be deemed amended to the extent necessary to comply. Unless otherwise defined, terms used in this agreement shall have the meanings provided in the State Uniform Commercial Code, Article 4A. This agreement, along with agreements related to accounts used for wire transfers, supersedes any prior agreements between the Bank and the Client and shall also be binding upon the Client's heirs, representatives, and successors. In the event of any inconsistency between this agreement and the account agreement with respect to wire transfers, this agreement shall govern. If any part of this agreement is invalid, illegal, or unenforceable, the remaining provisions shall remain in effect.

1. Client Liability : The Client shall be liable to the Bank for and shall indemnify and hold the Bank harmless from any and all claims, causes of action, damages, expenses (including reasonable attorney's fees and other legal expenses), liabilities and other losses resulting from acts, omissions, or provision of invalid or inaccurate data by the Client or any other person acting in the client's behalf, including without limitation; a) a breach by the Client of any provision of this agreement; b) the Bank's debiting or crediting of the account of any person as requested by the Client; and c) the failure to act or the delay by any financial institution other than the Bank. Any written notice to the Bank by the Client must be hand delivered or sent by U.S. mail or express carrier to the branch listed at the bottom of this agreement.

2. Bank Liability: The Bank shall be responsible only for performing the funds transfer services provided in this agreement and shall be liable only for its negligence or willful misconduct in performing these services. The Bank shall not be liable for acts or omissions by the Client or any other person including, without limitation, any funds transfer system, 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 communications 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 transfer if it would result in the Bank's exceeding any limitation on its intra-day net funds position established through Federal Reserve guidelines or if it would result in violating any present or future risk control program of the Federal Reserve or a rule or regulation of other governmental regulatory authorities. In no event shall the Bank be liable for any



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consequential, special, punitive, or indirect losses or damages incurred relating to this agreement including, without limitation, subsequent wrongful dishonor resulting from the Bank's acts or omissions. 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 involved in the funds transfer.

3. Reconciliation: All transfers will appear on the Client's regular account statement. It is the Client's obligation to examine the statement for any discrepancy concerning any payment order. If the Client fails to notify the Bank of any such discrepancy within fourteen (14) days after the Client receives the statement or other sufficient information to detect such discrepancy, the Bank shall not be liable for and the Client shall indemnify and hold the Bank harmless from any loss of interest with respect to the payment order and any other loss which could have been avoided had the Client given such notice. If the Client fails to notify the Bank within two (2) months after receiving the statement, the Client is precluded from any claim against the Bank.

4. Security Procedure and Transfer Requests: The Bank and the Client have agreed to any security procedure option(s) selected below and the format requirements as shown on the Bank's current Wire Transfer Request form for each transfer request. Clients will call in transfer requests in accordance with the Agreement, the option checked below will be used for verification purposes. In some cases the Bank may take additional actions to those selected to verify the identification of the Client or its agent, or to detect an error in the transmission or content of the transfer request. Provided the Bank complies with the security procedure selected by the Client, the Client shall be liable for payment of the transferred amount plus transfer fees, even if the transfer request was not actually transmitted or authorized by the Client. If the Bank does not follow the agreed security option, but can prove the transfer request was originated by the Client, the Client will still be liable for the transfer amount plus transfer fees. The Client authorizes the Bank to record electronically or otherwise any telephone calls relating to any transfer under this agreement.



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SECURITY PROCEDURES

☐ **Option 1 - Personal ID Number (PIN)**

Each transfer request to the Bank by any means shall be accompanied by the following personal identification number: **PIN** _____

☐ **Option 2 - Callback Password**

Upon receiving a transfer request, the Bank shall telephone the Client at the following phone number to receive final verification by requesting the current "password".

Callback Password: _____ **Callback Phone Number:** _____

☐ **Option 3 - Signature Comparison AND one of the following**

Personal Identification Number (PIN) _____

OR

Callback Password: _____ **Callback Phone Number:** _____

Signature will be compared to that appearing below or to picture identification. If PIN is selected, each transfer request to the Bank shall be accompanied by the above PIN. If Callback Password is selected, upon receiving a transfer request, the Bank shall telephone the Client at the above Callback Phone Number to receive final verification by requesting the current "password".

5. Processing Wire Transfers: The Bank shall process transfer requests based solely upon information received from the Client. At the time the Bank executes a wire transfer or internal transfer, the Client agrees to pay the Bank with available funds on deposit for the amount of the wire plus the current Wire Transfer Fee as listed in the Bank's fee schedule. If the Client fails to pay in accordance with this agreement, the Bank shall be entitled to request cancellation of the transfer, or to undertake any other legal means to collect the amount of the transfer if unable to cancel, including exercise of right of offset as detailed in the Bank's Deposit Agreement.



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6. Errors and Rejections by Bank: 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 a person who 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 different from the named beneficiary. Client's obligations shall not be excused in these circumstances. The Bank shall reject any transfer request or incoming wire transfer which does not conform to the limitations, security procedures, and/or other requirements set forth in this agreement, such as availability of funds on deposit. The Bank may reject, except when prohibited by law, at its sole discretion any transfer request it receives from the Client for any reason. The Bank shall notify the Client of the Bank's rejection of the transfer request by telephone, electronic message, or U.S. mail. The Bank will comply with regulations issued by the US Treasury's Office of Foreign Assets Control (OFAC). If any transfer request is to an 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 OFAC issues a written release to the Bank. The Bank shall have no liability to the Client as a result of the Bank's rejection of any transfer request or internal transfer if it complies with the terms of this agreement.

7. Rejection of the Bank's Transfer Request: If the Bank receives notice that a wire transfer transmitted by the Bank has been rejected, the Bank shall notify the Client of such rejection including the reason given for rejection by telephone, electronic message, or U.S. mail. The Bank will have no further obligation to transmit the rejected wire transfer if it complied with this agreement with respect to the original transfer request.

8. Cancellation and Change by Client: The Client shall have no right to cancel or amend any transfer request after received by the Bank; however, the Bank shall use reasonable efforts to act on a cancellation or change request as long as it is received from the Client or its authorized agent in accordance with the security procedures set forth in this agreement. The Bank shall have no liability if the cancellation or change is not affected.



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9. Amendments, Assignment, and Termination of Agreement: The Bank shall be entitled to amend this agreement at any time which will become effective immediately upon the Client's receipt of notification or upon a later date specified in such notification. The Client may amend the "fill-in" portions of this agreement at any time by completing a new agreement. Such amendments will not be effective until presented to and signed by the Bank. The Client may not amend other portions of this agreement without the Bank's prior written consent. The Client 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. Either the Bank or the Client may terminate this agreement at any time by giving written notice to the other party. Termination by the Bank shall be effective immediately upon the Client's receiving written notice. Termination by the Client shall be effective the second business day following receipt of written notice. Any termination shall not affect any obligations occurring prior to termination.

10. Authorization: The Client represents and warrants that the accounts listed below are owned entirely by the within-named Client, and are hereby authorized to be charged as instructed by the Client for wire transfers and related fees:

_____ # _____ # _____

(Authorization and Signatures continued on next page)



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The Client hereby authorizes the following individuals as agents for purposes of authorizing wire transfer requests on behalf of the Client. These agents shall remain authorized until the Client notifies the Bank in writing of revocation of any agent's authorization. Other individuals can be authorized only by adding them to this agreement or by completion of a new agreement with the Bank. Changes in authorized agents by the Client shall be effective the funds transfer business day following receipt of written notice or a new agreement.

Name _____

Title _____

Signature _____

Name _____

Title _____

Signature _____

Name _____

Title _____

Signature _____

Name _____

Title _____

Signature _____

Client

By _____

Signature _____

Title _____

Notary (Bank Representative must witness the Client signature or a notary is required)

On this _____ day of _____, _____, personally appeared before me, _____, proved to me on the basis of satisfactory evidence to the person whose name is subscribed to on this instrument, and acknowledge that he/she executed the same.

Notary Public _____

Commission Expires _____

