



# Wire Transfer Services Agreement

The undersigned customer (referred to as “Customer”) agrees to the following terms and conditions of this Wire Transfer Service Agreement with National Cooperative Bank, N.A., a national bank formed under the laws of the United States (referred to as “Bank”):

## RECITALS:

A. Customer wishes to initiate wire transfers pursuant to this Agreement; and

B. Bank is willing to act as originating bank with respect to such wire transfers.

In consideration of the promises contained herein and other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties hereto agree as follows.

## AGREEMENT

### 1. DEFINITIONS.

1.1. **Statutory Definitions.** Unless otherwise defined in this Agreement, words or phrases shall have the meanings ascribed thereto in Ohio Uniform Commercial Code Article 4A: **Funds Transfers**, Ohio Rev. Code Ann. § 1304.01, *et seq.* (“UCC 4A”), as such may be amended or re-codified from time to time.

1.2. **Agreed Definitions.** The following words or terms have the designated meanings:

“Agreement” means this Wire Transfer Services Agreement as it may be amended from time to time.

“Authorized Account” means the account or accounts of Customer maintained at Bank and which Bank may debit for any Customer payment

order executed pursuant to this Agreement. An Authorized Account is any account opened by Customer at Bank from time to time hereafter unless at the time such accounts are opened, Customer informs Bank in writing that such accounts are not Authorized Accounts.

“Authorized Officer” means an officer of Customer authorized to execute this Agreement on behalf of Customer under corporate resolutions or similar documentation acceptable to Bank in its sole discretion.

“Authorized Person” means a person authorized to give or to confirm payment orders given to Bank in the name of Customer or on behalf of Customer, or a person authorized to give Bank Repetitive Payment Order Setup Instructions, on behalf of Customer as identified by Authorized Officer(s) from time to time in a form acceptable to Bank in its sole discretion or in any manner specified in the Security Procedures.

“Available Funds” means funds on deposit in an Authorized Account and available for withdrawal pursuant to Bank’s applicable funds availability schedule.

“Bank Wire System” shall mean any system made available by Bank and which is used for initiating wires, including if applicable, Treasury 24/7 or GFXWeb.

“Execute” has the meaning assigned in UCC 4A. When Bank is also the beneficiary’s bank, the term “execute” includes Bank’s acceptance of Customer’s payment order for purposes both of this Agreement and of the application of UCC 4A to the transactions covered by this Agreement.

“Intermediary Bank” shall mean any bank selected by Bank to initiate and/or effect international wire transfer transactions on behalf of Customer.

“International Rules” shall mean any law, statute, code, regulation, treaty or convention applicable to an international wire transfer.

“Payment Order Data” means the information required by or permitted by the Bank Wire System and the Bank User Guide for each payment order.

“Repetitive Payment Order” means a payment order which conforms in all respects with a Repetitive Payment Order Setup Instruction.

“Repetitive Payment Order Setup Instruction” means any instruction of Customer to Bank to execute any payment order containing all of the mandatory Payment Order Data specified in that instruction but which permits the amount and payment date to vary.

“Security Procedure” means those procedures designated by Bank from time to time in the User Guide or other documentation for the purpose of verifying the authenticity of funds transfer communications sent to Bank in the name of Customer.

“UCC 4A” shall mean Article 4A of the Uniform Commercial Code of the State of Ohio, Ohio Rev. Code Ann. § 1304.01, *et seq.*

“User Guide” means the user guide and/or procedures for internet banking and/or wire services delivered to Customer and from time to time amended and communicated to Customer by Bank.

## 2. **FUNDS TRANSFER SERVICES.**

### 2.1. **Execution of Payment Orders.**

Bank may execute each payment order received by it in the name of Customer as sender, whether a repetitive or nonrepetitive payment order, including orders received by Bank made on Bank’s Wire System, provided that Customer has sufficient Available Funds on deposit in the applicable Authorized Account and provided that the payment order:

- (a) is received by Bank in the medium and at the place(s) specified by Bank;
- (b) complies with any electronic or written instructions and restrictions of Customer communicated to Bank as provided herein; **and**

(c) is authorized by an Authorized Person or is verified by Bank in compliance with the Security Procedures.

Customer shall complete Schedule A to indicate the method of submitting payment requests, including a call-in service.

2.2. **International Wire.** Customer acknowledges that Bank may utilize an Intermediary Bank to initiate international wire transfers on behalf of the Customer provided that the payment order complies with the requirements of Section 2.1. Customer fully acknowledges that such transfers may be subject to International Rules. Customer bears all risk of currency exchange rate changes between the delivery of a payment order and the execution thereof.

2.3. **Rejection of Payment Orders.** Bank is not obligated to accept or execute any payment order. Bank may reject any payment order or incoming wire transfer which does not conform to the limitations, Security Procedures, and/or other requirements set forth in this Agreement. Bank will use any commercially reasonable method to give notice to Customer of its rejection or failure to execute any payment order of Customer within the timeframes stated in this Agreement. If the payment order is received by Bank on or before the cut off time established by Bank from time to time (“Cut Off Time”) on the execution date of the payment order, Bank will give such rejection notice on the execution date of the order. If the payment order is received after the Cut Off Time on the execution date of the payment order, such rejection notice shall be given no later than the next funds transfer day following the execution date of the payment order. If Customer has paid a fee to Bank for a payment order that Bank has rejected or failed to execute, Bank will reimburse Customer for those fees and pay compensation for the use of those funds as set forth in Section 3.

2.4. **Identifying Number.** Customer understands and agrees that:

(a) If Customer’s payment order in a funds transfer identifies the beneficiary by both a name and an identifying or bank account number and the name and number identify different persons, execution of the payment order, payment to the beneficiary or cancellation of the payment order

may be made solely on the basis of the number;  
and

(b) If a payment order of Customer identifies any bank by both a name and an identifying number and the number identifies a person different from the bank identified by name, Bank may rely solely on the identifying number.

(c) Bank and any other institution shall not be responsible for determining whether the beneficiary's name and the account number refer to the same person or whether a financial institution's name and identifying number refer to the same financial institution.

(d) Customer will be liable to Bank for the amount of the payment order even if payment of the transfer request is made to a person different from the named beneficiary based on the beneficiary's identifying or account number provided by Customer or if payment of the payment order is made to a financial institution different from the one identified by name based on the identifying number provided by Customer.

#### **2.5. Time of Receipt of Payment Orders.**

Bank may treat any payment order received after the Cut-Off Time on a funds-transfer business day as if it were received by that hour or may treat it as if it were received at the opening of the next funds-transfer business day.

#### **2.6. Cancellation of Payment Orders.**

Customer shall have no right to cancel or amend a payment order after it has been received by Bank. However, Bank shall make a reasonable effort to act on Customer's request for cancellation or amendment of a payment order prior to the time that the Bank executes such payment order, but shall have no liability if such cancellation or amendment is not affected.

**2.7. Debits and Overdrafts.** Bank may debit any Authorized Account of Customer for any payment order executed by Bank pursuant to this Agreement, even if the debit creates or increases an overdraft in that Authorized Account. Unless otherwise provided in a separate credit facility between Bank and Customer, in the event that an overdraft is created or increased, Customer shall cause sufficient Available Funds to pay the amount of the overdraft to be deposited into or credited to that Authorized Account by the close

of that banking day. Any overdraft existing at the close of a banking day is immediately due and payable without notice or demand.

Notwithstanding the foregoing, Bank shall be under no obligation to execute any payment order if there are insufficient funds in the applicable Authorized Account.

#### **2.8. Fedwire and Applicable Rules.**

(a) Each payment order or cancellation thereof may be furthered by any bank by use of the funds transfer system of the Federal Reserve Banks ("Fedwire"). The rights and obligations of Bank and Customer with respect to any payment order, any part of which is carried out through the use of Fedwire, will be governed by any applicable laws, the regulations of the Board of Governors of the Federal Reserve System, and the operating circulars of the Federal Reserve Banks and, to the extent applicable, the International Rules.

(b) Each payment order, or cancellation thereof, carried out through a funds transfer system will be governed by all applicable funds transfer system rules, whether or not Bank is a member of the system and, to the extent applicable, the International Rules.

(c) Customer acknowledges that Bank's right to reverse, adjust, stop payment or delay posting of an executed payment order is subject to the laws, regulations, circulars, and rules described in Sections 2.8 (a) and 2.8(b) above and otherwise.

### **3. FEES, COMPENSATION AND COSTS.**

3.1. **Fees.** Customer shall pay Bank the fees set forth in Bank's applicable Fee Schedule, as amended from time to time or as otherwise agreed by the parties in writing.

3.2. **Rate of Compensation to Customer.** Whenever compensation in the form of interest is payable by Bank to Customer pursuant to this Agreement, such compensation will be payable at the average of the federal funds rate published by the Federal Reserve Bank of New York for each of the days for which interest is payable computed on the basis of a year of 365 days (and for any date on which a published rate is not available, the Federal Funds rate shall be the published rate for the next preceding day for which there is a

published rate) or at such other rate as Bank and Customer may, from time to time, agree.

3.3. **Rejected Orders.** In the event that Bank rejects or fails to execute a payment order without giving notice thereof as provided in Section 2.3, Bank shall compensate Customer for the use of funds at the rate specified in Subsection 3.2 if, on the execution date of the payment order, there was a sufficient withdrawable credit balance in an Authorized Account to pay for the payment order. Compensation shall be computed based on the number of days elapsing after the execution date to the day Customer receives notice or learns that the payment order was not executed, counting the final day of the period as an elapsed day. If the withdrawable credit balance during that period falls below the amount of the order, the amount of interest will be reduced accordingly. Notwithstanding the foregoing, no compensation will be due under this Section if the Authorized Account is an interest-bearing account. No compensation will be due hereunder for any funds withdrawn from the Authorized Account. **BANK SHALL NOT BE LIABLE FOR ANY OTHER DAMAGES RELATING TO ANY FAILURE BY BANK TO EXECUTE A PAYMENT ORDER, EVEN IF BANK HAS BEEN ADVISED OF THE POSSIBILITY OF ADDITIONAL DAMAGES.**

#### 4. **REGULATORY COMPLIANCE.**

4.1. **OFAC Compliance.** Bank will comply with regulations issued by the U.S. Treasury's Office of Foreign Assets Control ("OFAC"). If any transfer request is to an entity on OFAC's list of Specially Designated Nationals or Blocked Persons, by law Bank shall not complete the transfer and shall block funds until such time as OFAC issues a written order of release to Bank. In addition, if a wire transfer into Customer's account is from a person listed on OFAC's list of Specially Designated Nationals or Blocked Persons, by law Bank shall not accept the transfer. **EXCEPT AS MAY BE PROVIDED IN SECTION 6.3 BELOW, BANK SHALL HAVE NO LIABILITY TO CUSTOMER FOR ITS FAILURE TO EXECUTE A PAYMENT ORDER AS PROVIDED IN SECTION 2.1 OR ITS FAILURE TO NOTIFY CUSTOMER OF ITS NONEXECUTION OF A PAYMENT ORDER UNDER SECTION 2.2 OTHER THAN**

**FOR INTEREST COMPENSATION AS PROVIDED IN SECTION 3.3.**

4.2. **Customer Obligations.** Compliance with any regulatory requirement by Bank, including background checks required by OFAC does not exempt Customer from conducting its own OFAC checks or evaluations or taking such other action as may be required by its own government regulations. Upon request, Customer shall provide Bank with documentation evidencing such compliance, including without limitation copies of applicable policies and procedures, risk assessments, and other documentation relating to wire activity. Notwithstanding Customer's own clearance thereof, Bank reserves the right to refuse processing of any payment it deems may be in violation of any regulatory guidelines including OFAC and Bank is not responsible for any resulting delayed or canceled payment.

#### 5. **CUSTOMER INDEMNITY.**

Customer shall defend, indemnify and hold harmless Bank and its officers, directors, employees, agents, parent, subsidiaries, and affiliates, from and against any and all damages, costs, liability, and expense, whatsoever (including attorneys' fees and related disbursements) incurred in connection with the provision of the wire services hereunder by Bank or its agents, including arising out of any claim by a third party alleging that a Customer payment order contravenes or compromises the rights, title or interest of any third party, or contravenes any law, rule, regulation, ordinance, court order or other mandate or prohibition with the force or effect of law; provided, however, such indemnity shall not apply to the extent such damages are caused solely by Bank's breach of this Agreement, fraud, gross negligence or willful misconduct.

#### 6. **LIMITATION OF LIABILITY.**

##### 6.1. **Use of Security Procedures.**

(a) Notwithstanding the use by the parties at any time of a Security Procedure set forth in the User Guide or the use by the parties of other procedures capable of detecting Customer's errors, Bank shall not be responsible for the detection of and shall have no liability for failing

to detect any Customer error contained in any payment order sent by Customer to Bank.

In some cases, the Bank may in its sole discretion take actions in addition to the Security Procedure to further identify or establish the authorization of the caller, or to detect a potential error in the transmission or content of the transfer request. Such additional actions shall not be deemed part of the agreed Security Procedure for that or any other transfer request. In no event shall taking or omitting any additional action by Bank in response to any one or more transfer requests give rise to any liability or standard of care on the part of Bank beyond the specific Security Procedure. The agreed Security Procedure is not designed or intended to detect errors in the transmission of, or the content of, the Customer's transfer requests (e.g., duplicate payments, or errors in beneficiary or amount). Bank is not obligated to detect errors by the Customer or others, even if Bank takes certain actions from time to time to do so.

(b) Customer agrees to and shall be responsible for regularly and timely examining its accounts online, examining its statements and examining any notices from Bank of funds transfers. Customer shall report to Bank any payment orders that appear to have been erroneously executed by Bank promptly but no later than 14 days after receipt of each statement or notice. Customer shall be barred from recovering the amount of any erroneously executed order not reported to Bank within the said 14 day period.

#### **6.2. Unauthorized Payment Orders.**

Customer shall comply with the Security Procedures with respect to payment orders transmitted by Customer to the Bank. Customer agrees that such Security Procedures are commercially reasonable. Customer agrees to be bound by any payment order that Bank acts on in accordance with such Security Procedure. Customer acknowledges that the purpose of such Security Procedure is for verification of authenticity and not to detect an error in the transmission or content of a payment order. Customer is solely responsible for maintaining its computers, equipment and software in good working order, including using up-to-date firewall and virus protection software, so it is able to interface with Bank's systems and support Bank's security procedures.

Customer is strictly responsible for establishing and maintaining the procedures to safeguard against unauthorized transmissions. Customer warrants that no individual will be allowed to initiate payment orders in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the Security Procedures and any logins, passwords, codes, security devices and related instructions provided by the Bank. If Customer believes or suspects that any such information or instructions have been known, accessed by or disclosed to unauthorized persons, Customer agrees to immediately notify the Bank and to provide written confirmation and that Bank will have reasonable time to act on such notice. The occurrence of unauthorized access will not affect any payment orders executed in good faith by the Bank prior to receipt of such notification and within a reasonable time period thereafter to prevent unauthorized payment orders

#### **6.3. Compensable Damages.**

(a) Subject to any limitations herein or elsewhere, Bank will be liable only for Customer's actual damages and only to the extent that such damages are recoverable under UCC 4A.

(b) Except as may be provided above, Bank shall not be liable under any circumstance for consequential or special damages under this Agreement, whether or not such damages relate to services covered by UCC 4A, any International Rule or other applicable law, even if Bank has been advised of the possibility of such damages. Each party hereto waives any right to seek or enforce payment of attorney's fees.

(c) Customer agrees that Bank may use any office, branch, correspondent, agent or other instrumentality of any Intermediary Bank in connection with any order, and Bank shall not be liable for any of their errors, defaults, delays or omissions. Neither Bank nor any of its offices, branches, correspondents, agents or other instrumentalities shall be liable for any loss or damage resulting from errors or delays in the transmission or delivery of messages, documents or instructions, or failure of transmission or delivery of messages, documents or instructions, or failure of transmission or delivery thereof, or resulting from failure to locate, or error in

identifying the named payee, or from any of the force majeure events set forth in Section 6.6 hereof or from any other cause whatsoever beyond the control of Bank, whether in connection with any transfer described herein or in connection with any transfer undertaken by Bank for the purpose of making available such foreign order, all such risks being assumed by Customer.

(d) Bank shall be responsible only for performing the services described in this Agreement and shall be liable only for its own fraud, gross negligence or willful misconduct in performing these services. Bank will not be liable for acts or omissions by the Customer 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 Bank's agent. In addition, Bank shall be excused from delaying or failing to execute any payment order due to any changes in the rules, regulations and policies of the Federal Reserve Board that affect Bank's ability to send or receive wires at any time, for any reason, if the wire transfer would result in Bank's exceeding any limitation on its intra-day net funds position established through the Federal Reserve or a rule or regulation of other governmental regulatory authorities. In no event shall Bank be liable for any consequential, special, punitive, or indirect losses or damages incurred relating to this Agreement.

(e) Without limiting the generality of the foregoing, in no event shall Bank be responsible for any actions or losses arising from the action or inaction of the Intermediary Bank or any other third party, or any delays caused by the processing of international wire transfers, including any loss resulting from performance delays, interest rate loss or loss caused by variations in the exchange rate or by the application of any International Rule.

6.4. **Standard of Care.** With respect to the performance of services under this Agreement that are not covered by UCC 4A, the parties will be governed by a standard of ordinary care. Bank will be deemed to have exercised ordinary care if its action or failure to act has been in conformity with Bank's prescribed procedures and such procedures do not vary unreasonably from general

banking uses and practices not disapproved by any provision of the Uniform Commercial Code.

6.5. **Required Notice.** Bank will not be liable for any interest on the amount of a payment order that was not authorized or was erroneously executed unless Customer notifies Bank in writing that the payment order was not authorized or was not properly executed within ten (10) calendar days following Customer's receipt of notification, whether through access to Customer's account information on line, receipt of any notice reflecting the payment order, receipt of the account statement, or any other method of accessing or receiving account information reflecting the payment order, either of the acceptance of the payment order or of the debiting of the payment order to an Authorized Account.

6.6. **Force Majeure.** Except as otherwise provided by UCC 4A, Bank will not be liable for its inability to perform its obligations under this Agreement when such inability arises out of causes beyond its control, including, without limitation, any act of God, accident, declared or undeclared war, terrorism, censorship, blockade, revolution, insurrection, civil commotion, or from any International Rule, decree, moratorium, compulsion or control of public authority or of domestic or foreign government, de jure or de facto, or any agency thereof, or equipment failure, system failure, labor dispute or the failure of any third party to provide any electronic or telecommunication service used in connection with the execution or cancellation of payment orders, or the failure of any Intermediary Bank or any other third party to perform with respect to the execution or canceling of any payment orders, or any of the events set forth in Section 6.3 hereof.

#### 7. **NO EXTENSION OF CREDIT.**

Nothing in this Agreement or any course of dealing between Customer and Bank constitutes a commitment or obligation of Bank to lend money to Customer or obligates Bank to extend any credit to Customer, to make a loan to Customer, or otherwise to advance funds to Customer to pay for any payment order contrary to Bank's published availability schedules.

#### 8. **CHOICE OF LAW; ARBITRATION.**

8.1. **Governing Law.** This Agreement will be governed by and interpreted in accordance with Federal law and, where there is no applicable Federal law, the internal, substantive laws of the State of Ohio (as opposed to Ohio's conflict of law principles).

8.2. **Arbitration.** This paragraph contains what is sometimes referred to as a predispute arbitration clause. In this regard, Customer should be aware of the following:

- (a) Arbitration shall be final and binding on the parties.
- (b) The parties are waiving their right to seek remedies in court, including the right to a trial by jury.
- (c) Pre-arbitration discovery is generally more limited and different from court proceedings.
- (d) The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.
- (e) The panel of arbitrators will typically include some arbitrators who were or are affiliated with the financial industry.
- (f) No person shall bring a class action to arbitration.

It is agreed that any controversy between Customer and Bank, their respective officers, directors, agents or employees arising out of this Agreement or Customer's business with Bank, shall be resolved through binding arbitration in Arlington, Virginia, or any other location agreeable to both parties conducted in accordance with the appropriate rules of the American Arbitration Association. Judgment upon the award of the arbitrators may be entered by any court having jurisdiction. By agreeing to arbitration, the Parties each hereby waive any right to trial by jury in any proceeding arising out of or relating to this Agreement or any of the contemplated Services, whether now existing or hereafter arising, and whether sounding in contract, tort or otherwise, and agree that either of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and bargained-for agreement among the parties irrevocably to waive trial by jury.

8.3. **Consumer Transactions.** Customer and Bank agree that if a payment order is a portion of a funds transfer in which other portions are subject to the Electronic Fund Transfer Act of 1978 (as in effect from time to time), all actions and disputes between Customer and Bank concerning that payment order shall be determined pursuant to UCC 4A as varied by this Agreement.

## 9. **AUTHORITY AND OTHER TERMS.**

9.1. **Evidence of Authorization.** Concurrent with Customer's delivery of this Agreement to Bank, Customer shall provide Bank the Resolutions and any such other evidence satisfactory to Bank of Customer's authority to execute and perform its obligations hereunder and such other documents as Bank may reasonably require. Bank is entitled to rely upon the Resolutions.

9.2. **Other Agreements.** The terms and conditions of this Agreement are in addition to, and do not modify or otherwise affect, the terms and conditions of any agreement or arrangement between the parties hereto.

## 10. **GENERAL TERMS.**

10.1. **Taxes.** Customer is responsible for all tariffs, duties or taxes (excluding U.S. federal, state and local taxation of the income of Bank) imposed by any government or governmental agency in connection with any payment order executed pursuant to this Agreement.

10.2. **Modifications and Amendments.** The Bank may at any time amend or modify any of the terms and conditions contained in this Agreement, including, without limitation, any cut-off time, any business day, the formatting requirements, any other Security Procedures or the User Guide. The Bank may also terminate this Agreement at any time.

10.3. **Notices.** Except as otherwise provided herein, all communications or notices required or permitted to be given under this Agreement may be given by any commercially reasonable means. Notice by Bank of rejection or failure to execute any payment order shall be deemed commercially reasonable in the

circumstances if given via e-mail at the electronic address on file with Bank, by telephone to any Authorized Person at the telephone number on file with Bank, or by first-class mail.

10.4. **Course of Dealing; Waiver.** No course of dealing between Bank and Customer will constitute a modification of this Agreement, the Security Procedures, or any rules or other procedures, or constitute an agreement between the Bank and Customer regardless of whatever practices and procedures Bank and Customer may use. Bank may waive enforcement of any provision of this Agreement. Any such waiver shall not affect Bank with respect to any other transaction or modify the terms of this Agreement.

10.5. **Non-Assignment.** Customer may not assign this Agreement or any of the rights or duties hereunder to any person without Bank's prior written consent.

10.6. **Beneficiaries.** This Agreement is for the benefit only of the undersigned parties hereto and is not intended to and shall not be construed as granting any rights to or otherwise benefiting any other person.

10.7. **Use of Subcontractors.** Customer acknowledges and agrees that Bank may, in its discretion use subcontractors and designees to perform its obligations hereunder.

10.8. **Recording of Communications.** Customer and Bank agree that all telephone conversations or data transmissions between them or their agents made in connection with this Agreement may be recorded and retained by either party by use of any reasonable means.

10.9. **Counterparts.** This Agreement may be executed by Customer and Bank in separate counterparts, each of which shall be an original and both of which taken together shall constitute one and the same agreement.

10.10. **Headings.** Headings to sections of this Agreement are included for reference purposes only and shall not be deemed to create rights, remedies, claims or defenses, arising under the Agreement.

10.11. **Severability.** In the event performance of the services provided herein in accordance with the terms of this Agreement would result in a violation of any applicable present or future statute, regulation or government policy or any provision of this Agreement shall be determined to be invalid, illegal or unenforceable to any extent, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy or to cure such invalidity or illegality or to make this Agreement enforceable, and the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law. Bank shall incur no liability to Customer as a result of such violation or amendment.

10.12. **Refund of Credit and Erroneous Execution.** Customer agrees that if Bank does not receive payment of an amount credited to Customer's account, Bank is entitled to recover such amount from Customer. If Bank pays Customer erroneously in connection with any payment order received by Bank, Bank is entitled to recover from Customer the amount of such erroneous payment and Customer shall immediately pay same to Bank, regardless of whether Customer may have some claim to the payment amount against the originator of the payment order.

**Acknowledged and Agreed:**

**Customer:** \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**National Cooperative Bank, N.A.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**Schedule A**

**Customer Name:** \_\_\_\_\_

**Wire Transfer Service Type: (*Check one Only*)**

Treasury 24x7:   
Maximum Daily Dollar Limit: \_\_\_\_\_

GFX Web Wire:   
(Complete the Wire Transfer GFX Web Schedule)

Wire Transfer Call In Service:   
(Complete the Wire Transfer Call In Service Customer Designation of PIN Holders Schedule)