

# **Wire Transfer Request Form**

Wire Transfer Cut-off Time is 3:00 PM EST

National Cooperative Bank			Domestic	International	
Wire Effective Date:		Wire Amount \$:			
Orignator's Name:		Charge:			
		Total US:			
Originator's Address:			FORE	IGN CURRENCY	
City, State, Zip		Currency Code:			
		Currency Amount:			
Account to be Charged:		Rate:			
(Debit)					
Receiving Bank/Benefici	ary's Bank	Pay Thru Bank			
Name:	•	Name:			
Address:		Address:			
Receiving Bank ABA No.		Bank's ABA No.			
	s ABA No./S.W.I.F.T. Code:		Bank's ABA No./S.W.I.F.	.T. Code:	
	TADA HOLOSTILLE III COCC.	_  <u> </u>		Tr couci	
Beneficiary		Intermediary Ba	nk Name		
Name:		Name:			
Account No.:		Address:			
Address:		_			
City, State & Zip		Bank's ABA No.			
Phone # (if applicable)		_	Bank's ABA No./S.W.I.F.	.T. Code:	
Deference To Donofici	(ABI)	Deference To	Paul (ppr)		
Reference To Benefici	ary (OBI)	Reference 10	Reference To Bank (BBI)		
		<u> </u>			
Purpose of Wire (Purpos	e must be listed for all wires				
the thet There we will ad the above will	Customer erenced information and hereby authorize National Coop	Authorization	Condense and in the Trend	Chat Barth will use the heat offende to	
handle the wire transfer that I have requested, be wire transfer order inconsistently by name and a it identifies a person different from the named be may assess handling charges, in addition to thos facilities, the failure of any agent used by Bank foreign exchange rates or impairment of foreign completion of the wire transfer. I further ackn	uput it does not guarantee either the delivery or the subse cocount number or other identifying number, payment meneficiary, and such circumstances will not excuse me from assessed by Bank for a wire transfer, or any other con or a wire transfer, or any other condition beyond Bank's currencies, and additional risks from the economic, social towledge and agree to the attached Wire Request	equent recovery of the funds to be tra light be made by the beneficiary's final rom my obligation to pay the amount or dition beyond Bank's reasonable control reasonable control. For International al and political environments of foreigr	insferred. I understand that if ncial institution on the basis of of the wire order. Other financ rol. The Bank will not be liable wire transfers, Bank will not b	f I have described the beneficiary of this of the number which I have furnished even if ial institutions(s) involved with the transfer e for losses from inoperable communication be responsible for losses from fluctuations in	
Authorized Signer's Name:	Please Print	Date	ID	Type & Number	
Authorized Signature:				7/60 2000	
	Signature	Contact	t Information (telephone N	No. email address)	
Authorized Signer's Name:	Slave Build	D-42		T 0 M L	
	Please Print	Date	Iυ	Type & Number	
Authorized Signature:	Signature	Contac	t Information (telephone N	No. email address)	
		Use Only			
In Person	Fax Request	Email Request			
Wire Accepted for Processing:	Yes No. Add Comments				
Bank Authorized Signature					
		Date	Authoriz	zed Signer Printed Name	
Comments:					

# **Wire Request Terms and Conditions**

These terms and conditions govern the wire request made by the person or entity executing the request form ("Customer") and are in addition to, and do not limit, other terms and conditions that may be provided by National Cooperative Bank, N.A. ("Bank").

#### 1. Cancellation of Payment Orders

Customer shall have no right to cancel or amend a wire request 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. Debits and Overdrafts

Bank may, but is not obligated to, debit any authorized account of Customer for any payment order executed by Bank pursuant to a wire request, even if the debit creates or increases an overdraft in that 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 such payment order if there are insufficient funds in the applicable authorized account.

## 3. Fedwire and Applicable Rules

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.

#### 4. Fees

Customer shall pay Bank the fees set forth in the Bank's applicable Fee Schedule.

#### 5. Regulatory Compliance

Compliance with any regulatory requirement by Bank, including background checks required by U.S. Treasury's office of Foreign Assets Control's ("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.

## 6. No Extension Of Credit

Nothing in these terms and conditions nor 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.

#### 7. 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 by Bank or its agents in connection with the wire request, 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 these Terms and Conditions, fraud, gross negligence or willful misconduct.