



Wire Transfer Agreement

Hometown Bank ("Bank") is pleased to provide wire transfer services via Facsimile, E-mail, and Business Online Banking to meet our Customer's business needs. This Wire Transfer Services Agreement ("Wire Agreement") contains the terms and conditions under which we will provide Wire Transfer Services to our Customers

This Agreement is made this ____ day of ____, 20 ____, by and between _____(Customer) and Hometown Bank ("Bank").

Customer Information			
Customer Name:		Address:	
Customer TIN:		City, State, ZIP:	

Definitions:

For purposes of this document the following terms shall be defined as:

"We", "Our", "Us", "Bank" shall mean Financial Institution.

"Customer", "You" and "Your" shall mean Customer.

"System" or "System(s)", "Service(s)" shall mean services provided to Customer pursuant to this agreement.

"Business Day" shall mean Monday-Friday excluding Holidays

Authority:

Subject to the terms and conditions listed below, The Customer authorizes the Bank to debit Customer's account for Wire Transfer Orders delivered to the Bank via Facsimile, E-mail and/or Business Online Banking Portal. The Customer also authorizes the Bank to debit a fee for each Wire Transfer Order. The fee shall be in the amount as shown on the applicable fee schedule in effect at the time of the Wire Transfer Order.

The authority to initiate a wire transfer is granted to each individual listed in the "Set-up Request Form". The individuals listed, and the respective request types, are in effect until stated otherwise in writing from the account holder.

The Bank may decline to accept a Wire Transfer Request for any reason.

Acceptance and Execution of Transfer Order:

Wire Transfer Orders will be received by Bank through the Facsimile, E-mail and/or Business Online Banking Portal. The Customer's Wire Transfer Order is considered accepted when the Bank executes it. Customer acknowledges that Bank maintains deadlines for accepting Wire Transfer Orders (3:30 PM EST for domestic wires, and 2:30 PM EST for



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international wires). A Customer Wire Transfer Order received prior to the deadline will be executed the same business day. A Customer Wire Transfer Order received after the deadline will be executed the next business day. Bank has sole discretion to change deadlines.

Processing Wire Transfers:

The Bank shall process wire transfer requests based solely on the information received from the Customer.

The Bank will process a wire transfer request through either the Federal Reserve Bank or other correspondent banks.

The Customer agrees to pay the Bank with collected funds on deposit, for the amount of the wire transfer plus the current wire transfer fee. The Bank will debit the amount of the wire and fee from the Customer account at the time that the Bank executes the wire transfer. If the Customer fails to pay in accordance with this Agreement, the Bank will be entitled to request cancellation of the wire transfer or to undertake any other legal means to collect the amount of the wire transfer, including exercising the right of offset as detailed in the Customer's and Bank's Deposit Agreement.

All wire transfer orders will be sent in US Dollars unless the Customer advises that the funds are to be credited in the currency of the country where the funds will be credited. Additional fees and conversion fees will be applied for international wire transfer orders.

Cancellation:

The Customer cannot cancel or amend a wire transfer order once it is received by the Bank. If the Customer requests to cancel or amend a wire transfer order the Bank may, at its discretion, use reasonable efforts to do so for the Customer. The Bank has no liability if the wire transfer cannot be cancelled or amended. Customer agrees to indemnify and hold the Bank harmless from all liabilities, costs, and expenses the Bank may incur in attempting to cancel or amend the wire transfer order.

Security and Data Protection:

The Customer(s) understands their role in preventing misuse of their accounts through Facsimile, E-mail and/or Business Online Banking Portal. Customer(s) agree to review their bank accounts periodically. Customer(s) agree to protect the confidentiality of their account and account number(s), personal identification information, user ID's, passwords, and tokens. Customer(s) understand that disclosure of confidential account information may allow unauthorized access to their account(s). Customer(s) understand that they control and are solely responsible for, the access and authorities granted through Facsimile, E-mail and/or Business Online Banking Portal to their employees. To prevent unauthorized entry to Customer(s) accounts, Customer(s) agree to install, monitor, and maintain adequate security measures and/or software programs on all computers and/or wired or wireless networks used to access Facsimile, E-mail and/or Business Online Banking Portal. Customer(s) agree to, and hereby do, hold the Bank harmless and release Bank from all liability for any unauthorized activity transacted through System(s).



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Force Majeure:

The Bank is not responsible if wire transfer order is not completed due to any interruption of the Bank's business due to an equipment failure or malfunction (including malfunction due to computer viruses, malicious code or other software defect) power failure, energy shortage, act of God, act of government authority, act of public enemy, war, riot, fire, natural disaster, labor difficulty (including without limitation, strike, boycott, and other work stoppage or slowdown), civil unrest, terrorist activity, inoperable communications facilities, severe adverse weather conditions, pandemic or any other circumstance beyond the reasonable control of the Bank.

Termination:

This Agreement shall remain in full force and effect until terminated by either party by written notice, which notice shall specify the date of such termination. Any such termination shall not affect any rights or obligations of either party that accrue prior to the effective date of termination. Bank may terminate this Agreement immediately if it has reasonable cause to believe that Customer or any Authorized Representative is committing or attempting to commit an illegal or otherwise improper act, whether by means of transfer requests or other instructions covered by this Agreement or by any other means. All representations, warranties and obligations of Customer shall survive any termination of this Agreement, whether with or without cause.

Compliance with Laws:

By using wire transfer services, or any other service provided by the Bank, Customer hereby represents that Customer is authorized under United States federal, state and local laws to conduct financial transactions with Bank and Customer is not subject to sanctions by the Office of Foreign Assets Control (OFAC). Bank vigorously enforces the laws and regulations promulgated by OFAC and, in accordance with OFAC rules, Bank reserves the right to: (i) check the names of current and new customers against OFAC's database, and (ii) block and/or reject transactions until Bank is satisfied that Customer, or any of Customer's beneficiaries, collateral owners, guarantors/co-signers and/or receiving parties are not subject to OFAC sanctions. Customer hereby represents and warrants to promptly notify Bank if Customer, or any of Customer's beneficiaries, collateral owners, guarantors/co-signers and/or receiving parties, has been, are now or ever become subject to OFAC sanctions.

Governing Law:

The rights, duties, and liabilities of parties to this Agreement shall be subject to Uniform Commercial Code Article 4A as in effect in Ohio and as amended there from time to time. In all other respects, this Agreement will be subject to the laws of the State of Ohio. If any part of a wire transfer involves the use of FedLine Advantage, the rights and obligations of the Bank and Customer regarding that wire transfer are governed by Regulation J of the Federal Reserve Board. Customer irrevocably submits to the jurisdiction of any state or federal court with jurisdiction in Portage, Ohio, and agrees that in any action brought hereunder shall be placed in Portage County, Ohio, and that Customer will not claim that such a forum is inconvenient.

Successors and Assigns:

This Agreement may not be assigned or transferred by Customer.



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Waiver & Severability:

Bank or Customer may delay exercising their rights without losing them. Any waiver or partial exercise of one right is not a waiver of other rights or the same right at another time. Should any provision of this Agreement be declared invalid or unenforceable, the provision shall be ineffective only to the extent of the invalidity or unenforceability. The remaining provisions of this Agreement shall remain in full force and effect.

Amendments and Modifications:

Bank may, from time to time, notify Customer in writing of an amendment, change or modification to the terms and conditions contained in this Agreement.

Customer (Primary)

Bank

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

Customer (Primary)

Customer (Additional Users)

Signature

Signature and Printed Name

Printed Name & Title

Signature and Printed Name

Date

Signature and Printed Name



Set-up Request Form

Date: _____

Each of the individuals on the set-up request form are authorized by the "Wire Transfer Agreement" on file for the following Account and Services provided by Hometown Bank.

Account Details	
Name of Account	
Type of Account	
Account Number	

Services Requested
Facsimile <input type="checkbox"/>
E-Mail <input type="checkbox"/>
Business Online Banking <input type="checkbox"/>

Authorized Representative #1			
Name		Telephone #1	
Title		Telephone #2	
Signature		E-Mail Address	
Secret Code			

Authorized Representative #2			
Name		Telephone #1	
Title		Telephone #2	
Signature		E-Mail Address	
Secret Code			

Authorized Representative #3			
Name		Telephone #1	
Title		Telephone #2	
Signature		E-Mail Address	
Secret Code			



Set-up Request Form

Authorized Representative #4			
Name		Telephone #1	
Title		Telephone #2	
Signature		E-Mail Address	
Secret Code			

Authorized Representative #5			
Name		Telephone #1	
Title		Telephone #2	
Signature		E-Mail Address	
Secret Code			