



Wire Transfer Terms and Conditions

By requesting a wire transfer with Genoa Banking Company ("Bank"), Customer agrees to the Terms and Conditions contained herein.

Customer Representations and Reliance by Bank. Customer is solely responsible for the accuracy and completeness of the information contained in the Outgoing Wire Transfer Request Form ("Request") and/or Wire Transfer Drawdown Authorization Form. Bank will rely on the information provided in the Request in executing the payment order on Customer's behalf. Bank has no obligation to detect any errors in the Request and shall have no liability for any incorrect or missing information in the Request. No instructions or other restrictions accompanying the Request shall be effective, unless expressly accepted and agreed to in writing by Bank. Customer represents and warrants that all transfers requested are for lawful purposes and comply with all applicable laws and regulations, including those relating to foreign asset control, funding of terrorism and anti-money laundering.

Authority and Verification. Bank will use good faith efforts to execute the wire transfer as described in the Request. Bank may require evidence of the identity of Customer, or the identity and authority of the person submitting the Request on behalf of a Customer before acting on the Request. Customer understands that Bank may, in its discretion, seek to verify the authenticity of the Request pursuant to the Bank's wire transfer policy and procedures.

Debit Authorization. Unless otherwise agreed in writing, Customer agrees to pay Bank the amount of the wire transfer in US Dollars, plus any applicable fees, costs, or charges before Bank will execute Customer's request. Bank is authorized to debit Customer's account for the US Dollar amount of the transfer at the time Bank processes the Request.

Currency of Transfer. Wire transfers to beneficiaries within the United States are made only in US dollars. For wire transfers to beneficiaries and beneficiary banks in other countries, unless Customer chooses to send funds in the currency of that country, the transfer will be made in US dollars. For transfers sent in the currency of another country, Bank will convert Customer's US dollar payment to the local currency at that financial institution's exchange rate in effect at the time the Request is processed. The exchange rate may include a commission to the financial institution for exchanging the currency. Because of the laws of some countries in which beneficiary banks are located, if Customer requests a transfer in US dollars, Bank cannot guarantee that the beneficiary will be able to receive US dollars. If Customer's transfer must be converted to the local currency, the beneficiary bank may charge a fee for this exchange. Regardless of the currency transferred, the actual amount that Customer's beneficiary receives may be reduced by charges imposed by the beneficiary bank, including those for exchanging currency. Customer bears all risk of loss due to the fluctuation in the rate of exchange.

Cut-Off Time. Customer acknowledges that Bank maintains deadlines for accepting wire transfer requests. If Customer's request is received prior to the deadline, it will be executed by the Bank the same Business Day. For purposes herein, "Business Day" means every calendar day except Saturdays, Sundays, and Federal Holidays. A Customer's request received after the deadline may be executed the next Business Day. Wire transfer deadlines may change from time to time. The current deadline for sending a wire is 4pm EST. Bank may handle Requests received from Customer in any order selected by Bank. Unless otherwise instructed by Customer, Bank may use any means, intermediaries, or funds transfer system to complete the transfer.

Rejection of Request. Bank reserves the right to reject or decline to execute any Request for any reason.

Cancellation or Amendment of Wire Transfer. Bank has no obligation to amend or cancel a Request after the Request has been submitted by Customer. If a request to amend or cancel is received by Bank prior to execution of the wire transfer and with a reasonable amount of time to allow Bank to act, Bank will make a good faith effort to act on the request to amend or cancel. Once the wire transfer has been executed, the request can only be recalled and amended if the beneficiary bank consents to such request. Bank shall have no liability to Customer for any loss if such cancellation or amendment is not completed.

Delays, Non-Execution of Request. While Bank agrees to handle customer's Request as expeditiously as possible, Customer agrees that Bank will not be responsible for any delay or failure to execute Customer's Request due to circumstances beyond Bank's reasonable control, including but not limited to, any inaccuracy, interruption, delay in transmission, or failure in the means of transmission, whether caused by strikes, power failures, equipment malfunctions, or acts or omissions of any intermediary bank or beneficiary bank. EXCEPT AS EXPRESSLY STATED HEREIN, BANK MAKES NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING CUSTOMER'S REQUEST, INCLUDING THE FAILURE OF ANY INTERMEDIARY BANK OR BENEFICIARY BANK TO CREDIT YOUR BENEFICIARY WITH THE AMOUNT OF A WIRE TRANSFER AFTER THEIR RECEIPT OF THE ORDER.

Indemnification. In consideration of Bank acting upon Customer's Request pursuant to the Terms and Conditions provided herein, Customer agrees to indemnify and hold Bank harmless from and against any and all claims, suits, judgments, executions, liabilities, losses, damages, costs and expenses, including reasonable attorney's fees, in connection with or arising out of Bank's acting upon Customer's Request.

Governing Law. All Requests are subject to Article 4A of the Uniform Commercial Code in effect in the State of Ohio, applicable United States Federal Laws and Regulations, and the rules then in effect for the funds transfer system in which Bank participates and the Request is made.