



Wire Transfer Service Agreement

- 1) This Wire Transfer Service Agreement (the "Agreement"), between BankProv ("Bank") and the customer ("Customer"), when executed by both the Bank and the Customer governs the origination of Wires on behalf of the Customer.
- 2) The Bank's obligation to You is limited to the transfer of funds to the beneficiary account at the beneficiary bank which You set forth on the wire transfer document. **YOU ARE SOLELY RESPONSIBLE FOR THE ACCURACY OF THE ACCOUNT NUMBERS AND THE ROUTING NUMBERS FOR THE BENEFICIARY BANK.** You understand and acknowledge that the Bank does not verify that the account number is in fact the beneficiary's account, nor that the beneficiary bank's routing number is correct.
- 3) The Bank has established security procedures in connection with wire transfer requests and the Bank will process a wire transfer request from you following compliance with the Bank's applicable security procedures. The Bank may, in its sole discretion, refuse to execute any wire based on its security procedures, and You agree that the Bank will not be liable for any delay or refusal to execute a wire.
- 4) You acknowledge that the Bank's security and verification procedures presently in effect, and otherwise implemented by the Bank from time to time, will not detect error in the transmission or content of the wire transfer instruction, and that You shall be solely responsible for the discovery and identification of any error. You agree that the Bank's security procedures are commercially reasonable, and that You shall be bound by any wire transfer instruction issued in Your name and accepted by the Bank in compliance with the Bank's security procedures.
- 5) All wire transfer requests will conform to the Bank's then-existing procedures, which may be amended by the Bank from time to time in its sole discretion. Such procedures include the method for submitting wire transfer requests and cut-off times for all beneficiaries and their respective financial institutions. You understand that the account/routing/transit number assigned to banks and to the accounts of recipients of transfers is critical to the transfer function. You acknowledge and agree that the Bank and the beneficiary's bank may rely solely upon the account/routing/transit number of similar identifying number You provided in the wire transfer request to identify (a) the beneficiary, (b) the beneficiary's bank, and (c) an intermediary bank to be used in executing such wire transfer. You shall be required to pay the Bank and the Bank is authorized to charge Your account, for any wire transfers made by the Bank at Your request utilizing solely any such account/routing/transit number or similar identifying numbers even when they have also identified the beneficiary or bank by name. In the event of a discrepancy in Your wire transfer request between the name of the beneficiary of a bank and such beneficiary's account/routing/transit or similar identifying number, the Bank will, and is authorized to, make payment on the basis of such identifying number, even if it results in a beneficiary or bank other than the one You designated by name being paid.

6) You understand and acknowledge that the Bank DOES NOT provide any written notice or advice of the wire transfer of funds to the beneficiary, or to the beneficiary bank, or to you, except for your periodic account statement. You are solely responsible to make whatever inquiries to the beneficiary and/or the beneficiary bank as may be reasonably necessary or advisable, in order to ascertain whether the transfer took place as you intended.

7) You do not have the right to cancel, amend or stop this wire transfer payment order once the Bank has begun to process it. You should therefore be absolutely certain that you intend to transfer the funds in accordance with the instructions you give on this document. However, outgoing consumer international wires may be cancelled for 30 minutes after the wire is initiated, provided that the transferred funds have not been picked by the recipient or deposited into the recipient's account.

In the event that you do request the Bank to cancel, amend or stop the wire transfer payment order, after it has been given to the Bank for processing, the Bank will use reasonable efforts to accommodate the request, provided, however, that You agree that the Bank shall not be responsible and will have no liability for any loss resulting from any delay in handling or consummation of any wire transfer request, or for the Bank's inability for any reason to carry out a requested amendment or cancellation of any wire transfer request.

If You ask the Bank to recover funds that the Bank has already transferred in accordance with a wire transfer request, the Bank may do so in its sole discretion, but the Bank shall be under no obligation to seek recovery of any funds. If the Bank grants such request to attempt to recover funds, the Bank will take such action, as it deems reasonable under the circumstances, including, for example, sending a request to reverse the transfer to any financial institution that received such funds. In no event, however, shall the Bank be deemed to have guaranteed or otherwise assured the recovery of any portion of the amount transferred, nor to have accepted responsibility for any amount transferred before the Bank received and had time to act upon the request to amend or cancel the transfer request.

8) You agree that the Bank will not be held responsible for any act or omission by any person who is not a bank employee acting within the scope of their employment under Bank's control, nor will the Bank be held responsible for any failure, unavailability or malfunction of communications, electronic or other equipment, which may result in mis delivery, non-delivery or delays in delivery of the funds transferred.

9) You agree that the Bank will not be held responsible for the insolvency, neglect, misconduct, mistake, default, delay, misappropriation, negligence or breach of contract by any other bank, entity or person, in connection with the wire transfer, without regard to any agency relationship those persons or entities may have with the Bank.

10) You will ensure that any computer that is used by You in connection with any wire transfer or wire transfer request has access to up to date security and anti-spyware, anti-virus and firewall software. In addition, You acknowledge that the Bank recommends that you obtain cyber insurance to afford customer protection from hacking and other fraudulent acts involving unauthorized access to Your account.

11) You hereby agree to release and indemnify and hold harmless the Bank, its directors, officers, employees and agents ("Indemnitees") from all claims, causes of action, damages, demands, judgments and expense (including their attorneys' fees), liabilities and other losses of any kind incurred by or asserted against such Indemnitee in any way resulting from, relating to or arising out of the services provided herein, the provision of

invalid or inaccurate data by You, its directors, officers, employees, agents or anyone else acting on Your behalf, or any acts or omissions of You or any third party or otherwise, except to the extent that such claims, causes of action, damages, demand, judgments and expenses, liabilities or other losses are the result of the Bank's sole negligence or willful misconduct. You acknowledge that this release and indemnification shall survive the termination of this Agreement.

12) You agree that the Bank shall be entitled to accept any rely upon any representation by You or any authorized representative that the purpose of exercising the authority is within the scope of Your business. THE BANK SHALL NOT BE OBLIGATED TO MAKE ANY INQUIRIES IN ORDER TO VERIFY OR CONFIRM ANY SUCH REPRESENTATION OR TO ASSURE THAT ANY FUNDS OF YOURS ARE IN FACT APPLIED OR USED FOR ANY PURPOSES SO REPRESENTED OR FOR ANY OTHER PROPER PURPOSE; AND THE BANK SHALL IN NO EVENT BE RESPONSIBLE OR HELD LIABLE FOR ANY MISAPPLICATION OR MISUSE OF ANY FUNDS OR OTHER PROPERTY OF YOU TRANSFERRED OR DISPOSED OF PURSUANT TO ANY AUTHORITY HEREIN GRANTED. THE BANK IN NO EVENT SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, SUCH AS, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS OR OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR FAILURE OF PERFORMANCE OF SERVICES HEREUNDER.

ANY LIABILITY OF THE BANK SHALL BE LIMITED SOLELY TO THE AMOUNT OF THE WIRE TRANSFER.

13) You agree that under no circumstances will the Bank be held responsible to the beneficiary or the beneficiary bank for any damages, claims, losses, expenses, or injuries whatsoever, and you hereby agree further to indemnify the Bank against liability for any such claims, damages, losses, expense, or injuries whatsoever which may arise or be asserted by the beneficiary of the beneficiary bank as a result of this wire transfer order or performance (or non-performance) hereunder.

14) Wire processing time is on a normal business day, further defined as every day being a business day, except Saturdays, Sundays, and federal holidays. Delivery deadlines/cut-off times are subject to change by the bank in connection with but not limited to examples such as inclement weather, Bank holiday hours, natural disaster, or other circumstances outside the Bank's control. Wires may be set up to go out future-dated, but will not be processed until said date.

Any wires initiated outside of the Bank's cutoff times will not go out until the next business day. The cutoff times are posted in the Bank's online banking portal and on the banks Website www.BankProv.com.

The Bank makes no express or implied warranty to the arrival time or date of the wire transfer to the receiving or intermediary bank, or the total of fees charged by the receiving or intermediary bank, or the arrival time or date of the wire transfer to the beneficiary bank.

The Bank does not warrant or guarantee the arrival, time or date of wire transfers for foreign/international currency.

15) The Bank can approve or deny any request for desired wire limits. The Bank will review any request and takes into consideration multiple factors regarding Your relationship with the Bank. The Bank has sole discretion to adjust Your limit. In such an event You will be notified of the change.

16) The Bank shall not be liable or responsible for failure to perform, delays or errors that occur by reason of acts of civil or banking authorities, national emergencies, labor difficulties, acts of God, insurrection, war, power supply failure, malfunctions or unavoidable difficulties with the Bank's wire transfer equipment, delays or failure to act by any carrier and/or agent the Bank may use to carry out the services to be provided under this Agreement, or any other cause or condition beyond the Bank's control.

17) By using wire transfer services, or any other service provided by the Bank, You hereby represent that You are authorized under U.S. federal, state and local laws to conduct financial transactions with the Bank and You are not subject to sanctions by the Office of Foreign Assets Control (OFAC). You hereby represent and warrant to promptly notify the Bank if You, or any of Your beneficiaries, beneficial owners, collateral owners, guarantors/co-signers and/or receiving parties, have been, are now, or ever become subject to OFAC sanctions.

18) This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, including Article 4A of the Uniform Commercial Code, as adopted, and applicable federal law. All wire transfer instructions issued to the Bank in Your name shall also be subject to the rules and regulations of any funds transfer system used by the Bank and, where applicable, Subpart B of Regulation J, 12 CFR Part 210. If a wire transfer instruction received by You is to be handled under any general or specific statute, rule, regulation or license of the United States or any agency thereof, it is understood that such wire transfer instruction shall be subject to such statute, rule, regulation or license. You consent to the jurisdiction of the courts of the Commonwealth of Massachusetts and waive any argument that such a venue is inconvenient.

19) The provisions of this Agreement shall be binding upon and inure to the benefit of any legal successor to the Bank or to You, whether by merger, consolidation or otherwise. This Agreement may not be assigned or transferred by You without the prior written consent of the Bank.

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.

The Bank may, from time to time, notify You of an amendment, change or modification to the terms and conditions contained in this Agreement. By delivering wire transfer instructions to the Bank on or after 30 days following the date such notice is sent by the Bank, You will be conclusively deemed to have agreed to any amendment, change or modification contained in the notice.

Information, Training and Security Measures

A. Information and Training

The Bank makes available training to educate customers to combat fraud that could affect payments related activity. In any case that the customer suspects that their online banking or other systems that could affect the access to their accounts has been compromised, the customer will inform the Bank of such security concerns. Areas of compromise include but are not limited to: account user name, password, business email compromise, corporate account take over, and internal fraud.

Wire transactions are a direct method of moving funds from an account you control, to an account you do NOT control. As such, wire information, technologies, processes, etc. are desirable targets for hackers and fraudsters. Common threats include CATO (Corporate Account Takeover) and BEC (Business Email Compromise). See below for links to learn more about these topics as well as best practices for prevention.

Security page of the Bank's website:

[BankProv.com/security](https://www.bankprov.com/security)

Small Business Toolkit provides fraud prevention suggestions for payments activities which can be found at this link:

fedpaymentsimprovement.org/wp-content/uploads/small-business-toolkit.pdf

B. Security Options Online Banking

The Bank urges You to adopt all security options available. In lieu of any mitigating business factor, it is industry best practice to adopt layered controls to best protect your business. The Bank will enable RSA Software or Hardware Tokens as a security protocol that would occur at the time of accessing the wire module within online banking or at the time of login to online banking. Dual control can be enabled requiring any wire initiated to be approved by a secondary user.

C. Dual Control Online Banking

With Dual Control Roles an Authorized User can create, edit, cancel, and delete certain transactions including, but not limited to Wire Transfers. Upon initiation of a Wire Transaction a second different, Authorized User will be required to approve, release, or delete the Wire Transaction. We can require up to two approvals after a wire has been initiated. Dual Control authorities may be amended upon request from an authorized signer on the account, to add or remove initiators and approvers, as well as to adjust their limits.

D. RSA Tokens Online Banking

RSA Software Tokens require an application, not controlled or published by the Bank, on an Authorized User's phone that will generate upon request, a unique passcode or token that will be required when entering select pages of Online Banking. The Bank also offers RSA Hardware Tokens which require a device, not controlled or produced by the Bank, issued and linked to specified User. The RSA Hardware token will generate, a unique passcode token that will be required when entering select pages of Online Banking. This would be implemented to require the token when entering the Wire section of Online Banking. This is a required security service when using Wire services through Online Banking.