



**CAPE COD COOPERATIVE BANK**  
25 Benjamin Franklin Way  
Hyannis, MA 02601



**FAXED WIRE TRANSFER  
PAYMENT ORDER AND AGREEMENT**

The undersigned (herein called the "Customer"), jointly and severally request that Cape Cod Cooperative Bank (herein called the "Bank") accept and transmit the wire transfer described below on behalf of the Customer.

**A. TERMS AND CONDITIONS OF PAYMENT ORDER**

1. This Payment Order is subject to acceptance by the Bank and shall be accepted by the Bank only if signed by a Supervisor of the Bank and the Customer, and the Customer has made payment to the Bank of good funds in an amount sufficient to cover the amount of the Payment Order and any fees of the Bank charged in connection herewith or sufficient collected funds are in the Customer's deposit account to cover the amount of said Payment Order and the Bank's fees charged in connection herewith. The Customer is aware that the receiving party to whom the Payment Order is being sent may charge additional fees.
2. In order to protect the Customer, **CUSTOMER AGREES TO PROVIDE TWO METHODS OF IDENTIFICATION** (such as Mother's maiden name, City of birth) and such other identification as the Bank may require. Further, Customer agrees to sign this Payment Order below so that the Bank may compare the Customer's signature with the signature cards on file with the Bank relating to the Customer's deposit account. The Customer agrees that the security procedure set forth in this paragraph is commercially reasonable under the circumstances and agrees to be bound by the terms of this Payment Order.
3. The Customer shall be responsible for the accuracy of all of the information provided by the Customer with respect to this Payment Order. **CUSTOMER UNDERSTANDS AND ACKNOWLEDGES RECEIVING NOTICE OF THE FACT THAT THE BANK, ANY INTERMEDIARY BANK AND THE BENEFICIARY'S BANK SHALL RELY UPON THE IDENTIFYING NUMBERS PROVIDED BY THE CUSTOMER IN CONNECTION WITH THE TRANSMITTAL AND PAYMENT OF THIS PAYMENT ORDER. FURTHER, CUSTOMER ACKNOWLEDGES RECEIPT OF NOTIFICATION THAT THE BANK, ANY INTERMEDIARY BANK, AND THE BENEFICIARY'S BANK SHALL NOT BE OBLIGATED TO CHECK THE ACCURACY OF SUCH NUMBERS AS AGAINST THE IDENTITY OF ANY BANK OR THE BENEFICIARY. THE BANK SHALL HAVE NO OBLIGATION TO VERIFY THE ACCURACY OF ANY INFORMATION GIVEN TO IT BY THE CUSTOMER.**
4. **IN THE EVENT THAT THE BANK FAILS TO EXECUTE THIS PAYMENT ORDER OR DELAYS IN EXECUTING THIS PAYMENT ORDER AFTER IT HAS ACCEPTED THE SAME, THE BANK SHALL BE LIABLE TO CUSTOMER ONLY FOR INTEREST AND FOR EXPENSES INCURRED IN CONNECTION WITH THE FUNDS TRANSFER. THE BANK SHALL NOT BE LIABLE FOR ANY ADDITIONAL DAMAGES, SUCH AS CONSEQUENTIAL DAMAGES. IN THE EVENT THAT INTEREST IS PAYABLE BY THE BANK HEREUNDER, SAID INTEREST SHALL BE PAYABLE AT THE BANK'S RATE THEN BEING PAID ON ITS REGULAR SAVINGS ACCOUNTS. IN NO EVENT SHALL THE BANK BE LIABLE FOR THE CUSTOMER'S ATTORNEY FEES.**
5. In the event that Customer desires to amend or cancel this Payment Order, Customer may do so provided written notice of such amendment or cancellation is delivered to the Bank in a manner and time so as to afford the Bank a reasonable time to act upon such amendment or cancellation.
6. The Bank is hereby authorized to charge the Customer's deposit account with the Bank in amount of said Payment Order and the amount of any fees charged by the Bank in connection herewith.
7. Unless the Customer has specified instructions as to how the wire transfer is to be sent, the Bank shall use any method reasonably available at the time it sends the Payment Order. If the Customer has set forth special instructions with respect to the sending of the Payment Order, the Bank will follow such instructions, unless it is impossible to do so in which case the Bank shall send the Payment Order via another method, which is reasonable under the circumstances.
8. The Bank will not execute a Payment Order unless the Payment Order is received by it prior to 2 pm on a business day. Any Payment order received after said time may be executed on the Bank's next business day provided the Beneficiary's bank is open for business on such day.
9. The Customer agrees to notify the Bank of any discrepancy arising out of this Payment Order within sixty (60) days of receipt of a statement from the Bank with respect to said Payment Order.
10. This Payment Order and Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

**B. DESCRIPTION OF PAYMENT ORDER**

**FAXED REQUEST OF DOMESTIC WIRE**

Date and Time of Transfer: 1/8/2009 Amount (USD): \_\_\_\_\_

**BENEFICIARY-**

Name of Beneficiary (ies) of Order: \_\_\_\_\_

Beneficiary's Residential Address: \_\_\_\_\_

Beneficiary's Bank: \_\_\_\_\_

Beneficiary's Bank Location: \_\_\_\_\_

Beneficiary's Bank's Routing Number: \_\_\_\_\_

Beneficiary's Bank Account Number: \_\_\_\_\_

Intermediary Bank: \_\_\_\_\_

Intermediary Bank's Routing Number: \_\_\_\_\_

For further credit to Account Number: \_\_\_\_\_

**SPECIAL INSTRUCTIONS:** \_\_\_\_\_

**BY ORDER OF-**

Title of Account: \_\_\_\_\_

Customer's Account Number: \_\_\_\_\_

Residential Address: \_\_\_\_\_

**C. CUSTOMER AUTHORIZATION AND IDENTIFICATION**

\_\_\_\_\_  
**Authorized Signature on Account** Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2009

\_\_\_\_\_  
**1<sup>st</sup> Method of Identification**

\_\_\_\_\_  
**2<sup>nd</sup> Method of Identification**

**E. BANK VERIFICATION AND APPROVAL**

**Signature Verified** \_\_\_\_\_ **1<sup>st</sup> Method of Id Verified** \_\_\_\_\_ **2<sup>nd</sup> Method of ID Verified** \_\_\_\_\_

\_\_\_\_\_  
**Signature of Bank Employee**

\_\_\_\_\_  
**Signature of Approving Bank Supervisor**

\_\_\_\_\_  
**Senior Manager Approval**

Fee Collected: \$22.00 – Domestic   
\$ 0.00 - 18/65

\$12.00 – Domestic CapeLife

Copy of Payment Order to Customer:

E-mail DSD to notify wire is being faxed: \_\_\_\_\_  
Date original fwd to DSD/ by: \_\_\_\_\_

**F. TRANSMISSION INFORMATION**

DSD – Fax received by: \_\_\_\_\_ OFAC List: \_\_\_\_\_ Wire created by: \_\_\_\_\_ WT#: \_\_\_\_\_

DSD – Wire verified/transmitted by: \_\_\_\_\_ Other: \_\_\_\_\_