

WIRE TRANSFER FORM

WIRING INSTRUCTIONS

Wire cut off times: Domestic 2:00pm/International 12:30pm

Amount of Funds Transfer (U.S. dollars): \$ _____

Domestic (\$25.00 Fee)

International (\$45.00 Fee)

Date _____

Purpose of Wire: _____

MEMBER INFORMATION

Member Name _____ Phone Number _____

Address _____

Member Number _____ Share Type _____

BANK INFORMATION

Bank Name _____ Bank Routing (ABA) # _____

Bank Address _____

FOR INTERNATIONAL WIRE TRANSFER

Corresponding Bank Name _____

Corresponding Bank Routing (ABA) # _____ Swift Code _____

Corresponding Bank Address _____

BENEFICIARY INFORMATION

Beneficiary Name _____ Beneficiary Account # _____

Beneficiary Address _____

ADDITIONAL INFORMATION - REFERENCE/SPECIAL INSTRUCTIONS

Member Signature _____ Date _____

For Credit Union Use Only

I. Transfer Request Received by: In Person Via Facsimile Via Mail Via Telephone Other: _____

Employee Name: _____ Date: _____ Time: _____

II. ID Verification Method: Driver's License No.: _____ State: _____ Password/PIN Signature Card Other: _____

III. OFAC Verified by: _____ Date: _____ IV. Approved by: _____ Date: _____

V. Member Account Debited by: _____ Date: _____ VI. Entered by: _____ Date: _____

VII. Verified by: _____ Date: _____ VIII. Wire Log by: _____ Date: _____

5300 N. Fresno St. • Fresno, CA 93710

559.228.1997 phone • 559.228.0350 fax • cvfirecu.org

By accepting, authorizing, and effecting this transfer, no liability shall be attached to CVFCU or its correspondents for any loss or damage sustained as a result of delays, fraud, mistakes, omissions, mutilations, or errors. See credit union for details. Federally insured by NCUA.



PART II. AGREEMENT & AUTHORIZATION

Central Valley Firefighters Credit Union (the "Credit Union") and its Member, identified on the Wire Transfer Request ("Request") on the front-side of this document, hereby agree that the wire transfer of funds requested by Member, as designated on the Request, shall be subject to the terms and conditions stated in this Agreement & Authorization. If Member is a corporation, partnership, or other business organization or entity, the undersigned individual represents and warrants having the authority to request the funds transfer and bind the member accordingly. The words "I," "us," "we" or "our" shall apply to and mean "Central Valley Firefighters Credit Union." The words "you" and "your" shall apply to and mean the Member (or authorized representative) who has requested or utilized the wire transfer services stated herein.

1. APPLICABLE LAW

This agreement applies to funds transfers as defined in the Article 4A of the Uniform Commercial Code, Subpart B of Regulation J of the Code of Federal Regulations (C.F.R.), and Division 11 of the California Commercial Code. This Agreement and any transaction initiated hereunder shall in all respects be governed by and construed in accordance with the laws of the State of California. Any conflict between the terms of this Agreement and your member account agreement with Credit Union shall be resolved in favor of this Agreement.

2. FUNDS TRANSFER CUT-OFF TIME

The Credit Union may establish or change cut-off times for the receipt and processing of funds transfer requests, amendments, or cancellations. Unless other times are posted for the various types of funds transfers, the cut-off time will be at **2:00 p.m.** (Pacific Time) for Domestic wires and **12:30 pm** (Pacific Time) for International wires on each business day that the Credit Union is open excluding holidays. A funds transfer request is deemed received by Credit Union when executed by Credit Union's authorized representative. Funds transfer requests, cancellations, or amendments received after the applicable cut-off time may be treated as having been received on the next funds transfer business day and processed accordingly, subject to any limitations described herein. Sufficient funds must be available in the account specified at the time the funds transfer is made.

3. SERVICE CHARGES/FEEES

The Credit Union may charge your account for the amount of any funds transfer, including reasonable service charges, initiated by you or by any person authorized by you as a joint tenant or other authorized party with the right of access to the account from which the funds transfer is to be made. Please refer to the Request Form on front-side of this document for the amount of the fee, or our Rate and Fee Schedule for current fees. Other financial institutions involved in the funds transfer may impose additional fees and charges.

4. SECURITY PROCEDURES

The Credit Union may establish, from time to time, security procedures to verify the authenticity of a funds transfer request, such as requesting photo identification, signature verification, confidential passwords or codes, and/or call-back procedures. You will be notified of the security procedure, if any, to be used to verify funds transfer requests issued by you or for which your account will be liable. You agree that the authenticity of funds transfer requests may be verified using that security procedure unless you notify the Credit Union in writing that you do not agree to that security procedure. In that event, the Credit Union shall have no obligation to accept any funds transfer request from you or other authorized parties on the account until you and the Credit Union agree, in writing, on an alternate security procedure.

5. REJECTION OF WIRE TRANSFER REQUEST

The Credit Union may, in its sole discretion, reject any funds transfer request for any reason including, but not limited to, the amount requested to be transferred exceeds the collected and available funds on deposit in a member's designated account(s); the request is not authenticated to the Credit Union's satisfaction or which the Credit Union believes may not be authorized by the member; the request contains incorrect, incomplete, or ambiguous information; or the request involves funds subject to a lien, hold, dispute or legal process pending their withdrawal. The Credit Union shall incur no liability for any loss occasioned by the Credit Union's refusal to accept any funds transfer request.

6. IDENTIFICATION OF BENEFICIARY AND/OR INTERMEDIARY BANK

If your funds transfer request identifies the beneficiary (recipient of the funds), the beneficiary's bank, or an intermediary bank by name and an account or other identifying number, the Credit Union and subsequent parties to the funds transfer may act solely on the basis of such number, even if the number identifies a person different than the named beneficiary. It is your responsibility to provide accurate information to the Credit Union. This means that you will be responsible to the Credit Union if the funds transfer is completed on the basis of the identification number you provided the Credit Union. Furthermore, you will be responsible for any loss or expenses incurred by a receiving bank which executes or attempts to execute the funds transfer request in reliance on the identifying number you provided.

7. CANCELLATION OR AMENDMENT

Once a funds transfer request is deemed received by the Credit Union, you do not have the absolute right to cancel or amend the request. The Credit Union may, but is not obligated to, use reasonable efforts to act on such a request, and shall not be liable for failure to do so. You agree to indemnify and hold the Credit Union harmless from any and all liabilities, damages, costs and expenses in connection with a request to cancel or amend. You shall not be entitled to reimbursement of any funds until it is determined that the beneficiary has not received the funds and the funds are returned to the Credit Union.

8. FORCE MAJEURE

Notwithstanding any other provision in this Agreement, the Credit Union is not responsible for any loss, expense, damage, delay or failure to perform caused by accident, strike, fire, flood, war, riot, emergency condition, power failure, equipment malfunction, acts of third parties, acts of God, or any other circumstance beyond the reasonable control of the Credit Union.

9. LIMITATION OF LIABILITY

Except as otherwise required by the California Commercial Code, the Credit Union shall not be responsible for any loss or liability arising from: (i) any inaccuracy, act, or failure to act on the part of any person not within the Credit Union's reasonable control, including but not limited to the failure of other financial institutions to provide accurate or timely information to the Credit Union or you; (ii) the failure of other financial institutions to accept a wire transfer order; (iii) your negligence or breach of this Agreement; (iv) any ambiguity or inaccuracy in any instruction or in the information set forth in this Request Form and Agreement given to the Credit Union by you; or (v) from any error, failure or delay in execution of any funds transfer instruction, or cancellation or amendment, including without limitation any inoperability of computer or communication facilities or other circumstances beyond the Credit Union's reasonable control. In all cases, the Credit Union's liability for any act or failure of act under this Agreement shall be limited to your resulting direct loss, if any, and payment of interest. UNDER NO CIRCUMSTANCES SHALL CREDIT UNION BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGE WHICH MEMBER MAY INCUR OR SUFFER IN CONNECTION WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM THE CREDIT UNION'S ACTS OR OMISSIONS UNDER THIS AGREEMENT, UNLESS DIVISION 11 OF THE CALIFORNIA COMMERCIAL CODE OTHERWISE REQUIRES.

10. INDEMNIFICATION

Provided that the Credit Union has complied with this Agreement, you agree to indemnify and hold the Credit Union and its directors, officers, employees, agents and attorneys harmless against any claim of a third party arising from or in connection with this Agreement or the Credit Union's performance of funds transfer services for you. You agree to take any and all reasonable action to mitigate any potential or actual Credit Union loss or liability hereunder.

11. USE OF FEDWIRES

If you send or receive a wire transfer, Fedwire may be used. Fedwire is the funds transfer system of the U.S. Federal Reserve Banks. Regulation J (12 C.F.R. Part 205) will govern Fedwire transactions, except to the extent of a conflict between Regulation E and Regulation J with respect to remittance transfers, in which case, Regulation E shall govern.

I AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. I WARRANT THAT I AM AUTHORIZED TO INITIATE THE FUNDS TRANSFER REQUEST AS HEREIN DESCRIBED, THAT THE SPECIFIC INSTRUCTIONS ON THE FRONT SIDE OF THIS FORM ARE COMPLETE AND ACCURATE, AND I HEREBY AUTHORIZE THE CREDIT UNION TO DEBIT MY ACCOUNT AND PROCESS THIS WIRE TRANSFER REQUEST IN ACCORDANCE WITH THESE INSTRUCTIONS.

Member Signature: _____

Date: _____