

I have read and agree to the Wire Transfer Agreement. Member Initials _____

solely on the basis of the account number, even if the account number identifies a person different from the beneficiary so named. We or an intermediary bank may send a funds transfer to an intermediary bank or beneficiary's/designated recipient's bank based solely on the bank identifying number, even if the payment order indicates a different name. We may rely on all information contained in the funds transfer request, regardless of who may have provided the information. You further agree that your obligation to pay the amount of a funds transfer to us is not excused in such circumstances. Except as provided by applicable law, any losses resulting from an incorrect account number or your misidentification of the beneficiary/designated recipient is your responsibility and not ours.

Fees. The Member agrees to pay all fees according to the fee schedule then in effect plus any direct charges incurred by the Credit Union to make, cancel, or amend a request. The Credit Union may make the appropriate transaction to the account for the transfer and debit the account for fees and direct charges in connection with each transfer.

Foreign Currency Transactions. If Member requests a funds transfer in United States Dollars to a foreign country, Credit Union may transfer payment in the currency of the beneficiary's bank's country at Credit Union's, or Credit Union's paying correspondent's or agent's or sub-agent's, buying rate of exchange for United States Dollar transfers. If for any reason the transfer is returned, Member agrees to accept the refund in United States Dollars in the amount of the foreign money credit, based on the current buying rate of the bank converting the currency to United States Dollars on the date of refund, less any charges and expenses incurred by Credit Union. When remittance is made by Credit Union by telex, telegraphic cable, wireless, foreign government telegraphic service, telephone or mail, Credit Union is acting as agent of Member in transmitting the same.

Force Majeure. We will not be liable for our inability to perform our obligations under this Agreement when such inability arises out of causes beyond our control, including but not limited to, any act of God, accident, labor disputes, power failures, system failure, equipment malfunction, suspension of payment by another bank, refusal or delay by another bank to accept the funds transfer, war, emergency conditions, fire, earthquake, or the failure of any third party to provide any electronic or telecommunication service used in connection with the execution or cancellation of a funds transfer.

Account Statements. Except as provided by applicable law, you agree that we are not required to provide you with a separate notice of incoming or outgoing funds transfer. All funds transfers will be reflected on your periodic statement. Member shall notify Credit Union immediately, and in no event later than thirty (30) days after receipt of the periodic statement, of the existence of any errors, unauthorized transactions, or irregularities reflected on the statement. You may, of course, inquire before receipt of a periodic statement whether or not specific funds transfer has been received.

Cooperation. Member acknowledges that Credit Union may have certain legal recordkeeping and reporting requirements with respect to the services provided under this Agreement. Member consents to Credit Union's disclosure to government authorities of information concerning transactions which Credit Union believes to be appropriate or necessary to fulfill such legal requirements. Member agrees to cooperate fully with Credit Union to enable Credit Union to fulfill such requirements as may exist from time to time.

Recording of Communication. You agree that all telephone conversations made in connection with the Agreement may be recorded and retained by us.

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Limitation of Liability. Except as otherwise required by law, Credit Union shall not be responsible for any loss or liability arising from any inaccuracy, act or failure to act on the part of any person not within Credit Union's reasonable control, including but not limited to, the failure of other financial institutions to provide accurate or timely information to Credit Union or Member; the failure of other financial institutions to accept payment orders; Member's negligence or breach of this Agreement; any ambiguity or inaccuracy in any instruction or in the information set forth in this Agreement given to Credit Union by Member; or 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 Credit Union's reasonable control. Member agrees to take any and all reasonable action to mitigate any potential or actual Credit Union loss or liability. In all cases, Credit Union's liability for any act or failure to act under the Agreement shall be limited to the resulting direct loss, if any, of Member and payment of interest to the extent required by law. 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 Credit Union's acts or omissions under this Agreement, unless the law otherwise requires.

Indemnification. In consideration of the Credit Union agreeing to accept the funds transfer requests in the manner set forth herein, you shall forever indemnify and hold the Credit Union, its officers, directors, shareholders, employees, successors, predecessors, representatives, principals, agents, assigns, parents, subsidiaries and/or insurers harmless from and against all liability, claims, damages, costs, claims, or expenses (including reasonable attorneys' fees) that we may incur without regard to the merit or lack thereof, arising out of, or related in any way to the matters set forth herein, or to the funds transfer service, which shall be provided pursuant to the terms of this Agreement. Your agreement to indemnify us and hold us harmless shall survive the expiration and/or termination of this Agreement and all provisions contained herein.

Termination of Agreement. We may terminate the right to make Funds Transfers at any time or amend or change the terms of this Agreement or cancel this Agreement without advance notice to you.

Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Credit Union's principal office.

Headings. Headings are included for convenience and reference only and are not to be construed as part of the Agreement.

Entire Agreement; Waiver; Severability. This Agreement constitutes the entire agreement between Credit Union and Member pertaining to its subject matter, and supersedes all prior agreements or understandings relating to the subject matter. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, nor shall such waiver constitute a continuing waiver unless expressly agreed in writing. The provisions of this Agreement are severable, and if found to be unenforceable, the remaining portions shall remain full force and effect.