

Wire Transfer Agreement

You desire to use the services of Credit Union to transfer funds from or to Your accounts at Credit Union upon a request communicated orally or in writing. Credit Union provides these services as a method to originate domestic and international wire transfers for You. You and Credit Union agree as follows:

1. Credit Union is authorized to debit the account designated by You for payment of transfer requests. Transfer requests may involve any one or more of the following:
 - a. the transfer of funds from any designated Account with Credit Union to any other Account of Yours with Credit Union or another financial institution, or
 - b. the transfer of funds from any designated Account with Credit Union to a third party or account of a third party whether such third party accounts are maintained with Credit Union or any other financial institution.
 - c. There are no restrictions or limitations on the amounts that may be ordered or requested, or on the location or address of the beneficiary unless You give Credit Union written instructions specifying otherwise.
2. Transfer requests shall be given to Credit Union in compliance with the cut off hours established by Credit Union from time to time. Credit Union is not responsible for the accuracy of a routing number verbally supplied by You and contained in Your transfer request. Transfer requests received by Credit Union after such cut off hours established by Credit Union may be treated by Credit Union as received on the following business day.
3. Credit Union is not obligated to accept or execute any transfer request. Notice of rejection will be given to You by telephone. If, for any reason, Credit Union is unable to reach You by telephone to notify You of the rejection, Credit Union may at its option give notice of rejection in writing.
4. You shall have no right to cancel or amend a payment order after it has been received by Credit Union. However, Credit Union shall make a reasonable effort to act on Your request for cancellation or amendment of a payment order prior to the time that Credit Union executes such payment order, but shall have no liability if such cancellation or amendment is not effected.
5. You give any party named in Your membership application the authority to originate requests to Credit Union to wire transfer funds from any Account. Any such party may also confirm wire transfer requests.
6. You shall pay Credit Union the amount of each transfer request transmitted by Credit Union when Credit Union executes a payment order to carry out Your transfer request. You agree that Your transfer requests will not exceed the available balance in the account designated to pay the transfer request. However, if a payment order should be executed which creates an overdraft, with or without Credit Union's prior consent, You agree to pay Credit Union the overdraft amount promptly upon demand.
7. You understand and agree that the payment of a transfer request may be made by Credit Union or any other financial institution used to carry out the transfer request on the basis of an identifying or account number provided by You for the beneficiary, even if the number identifies a person different from the named beneficiary. You also understand and agree that Credit Union or any financial institution

used to carry out the transfer request, might rely on the identifying number of the intermediary or beneficiary's Credit Union provided by You as the proper identification of the intermediary or beneficiary's Credit Union, even if the number identifies a financial institution different from the one named. Credit Union and any other financial institution shall not be responsible for determining whether the beneficiary's name and account number refer to the same financial institution. You are still liable to Credit Union for the amount of the transfer request even if payment of the transfer request is made to a person different from the named beneficiary based on the beneficiary's identifying or account number provided by You or if payment of the transfer request is made to a financial institution different from the one identified by name based on the identifying number provided by You.

8. After each transfer request, Credit Union may provide You with confirmation of the transfer request to the address contained in Credit Union's records. You agree to examine and immediately notify Credit Union within fourteen days after the mailing date of Your statement or confirmation, whichever is sooner, any discrepancy or error. If You fail to notify Credit Union of any discrepancy or error within the time period stated above, You agree Credit Union is not liable to pay interest with respect to a transfer request described in such confirmation.

9. Credit Union and You agree the following security procedures are a commercially reasonable method of providing security against unauthorized Payment Orders:

- Only individuals authorized to originate shall issue wire transfer requests to Credit Union (see provision 5).
- For all wire transfer requests in an amount greater than \$5,000, Credit Union may call back an individual authorized to confirm transfer requests (see provision 5).

Credit Union shall have no responsibility to verify the identity of a person identifying himself or herself as the individual authorized to receive the call back other than to verify that the name given by such person corresponds to one of those authorized to confirm transfer requests. If Credit Union attempts to verify authorization and for any reason is not satisfied that the transfer request was issued by an individual Authorized to Originate or confirmed by an individual Authorized to Confirm, Credit Union may refuse to execute the transfer request. In so refusing, Credit Union shall not incur any liability whatsoever. You shall prevent any disclosure, except on a 'need to know' basis, of any aspects of the security procedures agreed to with Credit Union. You shall notify Credit Union immediately if the confidentiality of these security procedures is compromised and shall act to prevent the security procedures from being further compromised.

10. Credit Union and You agree transfer requests received by Credit Union are effective as Your transfer request, whether or not they are authorized, if Credit Union accepted the transfer request in compliance with the above security procedures.

11. Credit Union shall have no liability for delays and mistakes, provided it acts in good faith and with reasonable care. It shall not be responsible for delays or mistakes caused by others through whom it transmits funds whether selected by You or Credit Union. Credit Union will not be required to make the transfer on the day on which the request is received, unless received within reasonable time before any cutoff hour established by Credit Union. The Credit Union generally will use the funds transfer system,

but it may use any means and routes that the Credit Union, in its sole discretion, may consider suitable for the transmission of funds.

12. You agree that Credit Union shall not be liable or responsible for any delay or failure to transfer any amount hereunder because of rules, regulations, or policies of the Federal Reserve Board which limits, in the aggregate, the amount Credit Union can transfer from time to time during any Credit Union day' ,provided, however, that Credit Union promptly notifies You of any such failure or delay and that Credit Union effectuates the transfer as soon as is reasonably possible thereafter.

13. In no event shall Credit Union be liable for any special, consequential, punitive, or indirect loss or damage suffered by You in connection with this agreement governing wire transfers, regardless of whether Credit Union knew or should have known such damages might be incurred. Credit Union shall not be responsible for Your attorney's fees.

14. Credit Union may terminate this agreement governing wire transfers at any time by giving written or oral notice to You. Unless terminated by Credit Union, this wire transfer agreement shall remain in effect until Credit Union receives Your written notice of termination and has been afforded a reasonable opportunity to act on such notice. You have no right to make any assignment of this wire transfer agreement.

15. This wire transfer agreement is governed by the provisions of Regulation J, 12 CFR Part 210, Subpart B, including the Appendices, to the extent that any transfer request is carried out. Terms which are not defined in herein shall have the same meanings as defined in Uniform Commercial Code Article 4A. It is also subject to all applicable Operating Circulars of the Federal Reserve Credit Union in the district in which Credit Union is located and any other applicable provision of federal or state law. To the extent that Regulation J does not apply, this agreement is governed by Michigan law.

16. This wire transfer agreement may be amended by Credit Union from time to time, by sending a copy of any proposed amendment to You. No representation or statement not expressly contained in this agreement or in any amendment shall be binding upon You or Credit Union.

17. If any term of this wire transfer agreement is held to be invalid, illegal or unenforceable, the other terms shall not be impaired or affected.