

The following rules shall apply to all wire transfers services provided by TransWest Credit Union. As used in this Wire Transfer Agreement, the words "us," "we," and "our" shall apply to and mean "TransWest Credit Union." The words "you" and "your" shall apply to and mean the member who has requested or utilized the wire transfer services described herein. This Wire Transfer Agreement supersedes any inconsistent terms contained in TransWest Credit Union's member account agreements and any previous Wire Transfer Agreements. The Wire Transfer Agreement is subject to modification and or termination upon five days' written notice to you.

Acceptance of Payment Orders

In general, we will accept Wire Transfer Requests only if you have signed the Wire Transfer Agreement, have sufficient withdrawable balance on deposit in the appropriate account to execute the payment order, and produce valid identification.

Security Procedures

There is a trade-off between security and convenience. The more convenient it is to send a wire transfer, the less security may be present in the process. We have designed security procedures to strike an appropriate balance between security and convenience. You can choose which methods you want to be able to use to submit a Wire Transfer Request by initialing next to "YES" or "NO" on each option below. IMPORTANT: You agree to be bound by the selections you make. If you choose NO on a particular Wire Transfer Request method, we will not honor a wire request that you make using that method. If you choose YES, you agree that our Security Procedures are commercially reasonable, and that you are liable for any payment order submitted following these Security Procedures.

In Person

For Wires Transfer Requests initiated in person, we must have a signed Wire Transfer Agreement on file, and identification must be presented and/or on file.

YES NO **You request the ability to originate wire transactions IN PERSON**

Telephone or E-mail

For Wires Transfer Requests initiated via telephone, online or e-mail request, we must have a signed Wire Transfer Agreement and identification must be on file. A verification will be completed as follows:

- At your request, we will send a Wire Transfer Request form to you via a secure online signature service, such as DocuSign. The form will be password protected with your current Wire Authorization Password, which you must enter to access and electronically sign the form.
- We will only send a Wire Transfer Request form to your verified e-mail address. E-mail addresses that have been provided to us in the last thirty days are not considered "verified" unless the information was provided in person at a TransWest branch and your signature was obtained.
- For requests over \$2,500: Upon our receipt of your signed Wire Transfer Request form, we will initiate a call back to you (or a joint membership owner, if any) using only a verified phone number. Phone numbers that have been provided to us in the last thirty days are not considered "verified" unless the information was provided in person at a TransWest branch and your signature was obtained. During the call back process, we will ask a series of questions, which may include verifying your membership password, statement and non-statement verifying specific activity or information you have with us.
- For requests \$2,500 or less: We will exercise good judgement in determining whether to require call back verification. Our decision will be based on prior experience, the nature of the request, and a review of your account history. You agree to accept our good judgement.

YES NO **You request the ability to originate wire transactions BY TELEPHONE OR E-MAIL**

Date: _____

Page 1 of 4

US Mail, Private Delivery, or Fax

For Wires Transfer Requests initiated via US Mail, private delivery service (such as FedEx or UPS) or Fax, we must have a signed Wire Transfer Agreement and identification must be on file. A verification will be completed as follows:

- Wire Transfer Request over \$1,000 must be notarized.
- For requests over \$2,500: Upon our receipt of your signed and notarized Wire Transfer Request form, we will initiate a call back to you (or a joint membership owner, if any) using only a verified phone number. Phone numbers that have been provided to us in the last thirty days are not considered "verified" unless the information was provided in person at a TransWest branch and your signature was obtained. During the callback process, we will ask a series of questions, which may include verifying your membership password, statement and non-statement verifying specific activity or information you have with us.
- For requests \$2,500 or less: We will exercise good judgement in determining whether to require call back verification. Our decision will be based on prior experience, the nature of the request, and a review of your account history. You agree to accept our good judgement.

YES NO **You request the ability to originate wire transactions** BY US MAIL OR PRIVATE DELIVERY

YES NO **You request the ability to originate wire transactions** BY FAX

Acknowledgments

You acknowledge these security procedures are commercially reasonable and that you have accepted such security procedures offered by the credit union after due consideration of all such alternatives and anticipate initiating with the credit union.

You hereby acknowledge that you will be liable for any Wire Transfer Request or communication amending or cancelling a Wire Transfer Request, whether or not authorized, that is issued in your name and accepted by TransWest Credit Union in compliance with these agree-upon security procedures.

You agree to follow these security procedures when requesting any wire transfer, and agree that if you do not follow these instruction, your wire request will NOT be accepted.

Impossibility of Performance

The credit union will not be liable for failure to comply with terms of a Wire Transfer Agreement caused by legal constraint, interruption, or failure of transmission and/or communication facilities, war, emergency, labor dispute, act of nature, or other circumstances beyond our control.

Indemnification

You hereby indemnify the credit union, its agents, and employees against any loss, liability, or expense (including attorney's fees) resulting from or arising out of any claim of any person in connection with any matters subject to this Wire Transfer Agreement.

Notification

You will not be provided with separate notification each time we receive or send a wire request to your membership. We will provide you with notification as part of your periodic statement.

You agree to notify us in writing of any unauthorized or erroneous wire request within 30 days from the date you first receive notification from the credit union either that the order was accepted or account was debited

Date: _____

Page 2 of 4

Notification (continued)

with respect to order. Should you fail to promptly notify us of any unauthorized or erroneous wire request as discussed above, we will not be liable to you for any subsequent similar occurrence that we could have prevented had we received such notice.

Choice of Law

We may accept on your behalf payment to your accounts that have been submitted by Fedwire and that are not subject to the Electronic Fund Transfer Act ("Regulation E"). Your rights and obligations with respect to such transfers shall be governed and construed in accordance with Regulation J, Subpart B-Finds Transfers Through Fedwire and the applicable Federal Reserve Bank Operation Circular. Whenever an ACH is used as part of a transaction that does not involve Fedwire, the rules of that ACH will govern that part of the transactions. Where none of the above-stated rules apply, the transactions contemplated by the Wire Transfer Agreement shall be governed by the laws of the State of Utah, including Article 4A of the Uniform Commercial Code.

Wire Transfer Business Day

Wire transfers occur on business days, defined as non-holiday weekdays (Monday-Friday) only. TransWest Credit Union accepts Wire Transfer Requests on business days from 8:00 am to 2:30 pm for domestic wires and 8:00 am to 1:30 pm for international wires. Wire Transfer Requests received after these time will be processed the following business day. Wire requests are executed as soon as possible after received; therefore, you should notify us immediately if you wish to cancel or modify the instructions.

Fees

We will charge you the appropriate fee according to our current Fee Schedule for each Wire Transfer Request you submit to us. If the wiring instructions you provide are incorrect and the wire is returned to us for any reason, any fees you paid will not be refunded to you. You will be liable to the credit union for any losses or expenses caused by the error. TransWest Credit Union makes no warranties with respect to fees charged by the other financial institutions receiving the wire funds.

Your Liability for Incorrect Information

If you provide us a Wire Transfer Request that identifies a beneficiary (the person to whom you are sending funds) by name and account number, we may pay the beneficiary on the basis of the information provided to us by you and consider that information to be correct. This will be true even if the information you provide to us identifies a person different from the named beneficiary unless otherwise provided by law or regulation. If you provide us a Wire Transfer Request that identifies a beneficiary's financial institution by name and routing/transit number, we, as well as the receiving financial institution, may rely on information provided to us by you and consider that information to be correct. This will be true even if the information you provide to us identifies a person different from the named financial institution unless otherwise provided by law or regulation.

Limitation of Liability

If we are ever obligated by law to pay interest on the amount of a transfer, you will be paid interest on a daily basis equal to the current dividend rate that is otherwise applicable to the account from which the funds transfer should have occurred. In the event we are ever liable to you due to a transfer, your damages will be limited to actual damages only. We will not be responsible for incidental or consequential damages, court costs, or attorneys' fees unless otherwise provided by law or regulation. If you make a Wire Transfer Request which instructs us to wire to foreign countries, we assume no liability as to the length of time necessary to complete such a transfer provided we have acted in good faith with ordinary care and in compliance with applicable law.

Date: _____

Page 3 of 4

Wire Password

You must select a wire password to be used to verify your identity as described above.

_____ (minimum 5 characters)

Agreement & Signature

**I/We have read the above Wire Transfer Agreement and agree to its terms and conditions.
(signatures must be notarized or witnessed by a TransWest Credit Union employee)**

Member Number _____

Member's Signature

Date

Joint Owner's Signature

Date

Notary or TransWest Credit Union Employee

MUST BE NOTARIZED OR WITNESSED BY A TRANSWEST CREDIT UNION EMPLOYEE

State of _____)

County of _____)

On this ____ day of _____, in the year 20____, before me, _____ a notary public,
date month year notary public name

personally appeared _____, proved on the basis of satisfactory evidence to be the
name of document signer

person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal.

(notary signature)

(seal)

Credit Union Checklist

Drivers' License or Identification on File _____
Credit Union Employee Witness (print name)

Verify E-mail Address

Verify Phone Number _____
Credit Union Employee Witness Signature Date:

Scan under Credit Union Member Information\Wires\Member Wire\Wire Transfer Agreements
 Name: yyyy mmdd (member #) (member Last Name) - WTA (i.e.: 2017 0620 123456 Test - WTA)

Date: _____