

WIRE FUNDS TRANSFER AGREEMENT

This Wire Funds Transfer Agreement is entered into as of the _____ day of _____, 20_____, by and between Fitzsimons Federal Credit Union (herein referred to as the "Credit Union") and (Please print name(s) as it appears on the account)_____ herein collectively if more than one, referred to as "Member").

Member desires the service of Credit Union for the transfer, by means other than check, draft, credit card or debit card, of funds Member has on deposit with the Credit Union. Accordingly, Member and Credit Union agree as follows:

1. Wire Security Code.

Member's Address: _____

(No P.O. Box) _____

Member's Telephone Number (Home) () _____ - _____ (Work) () _____ - _____

Member's Fitzsimons Account Number _____

Member's Social Security Number _____ - _____ - _____

Member's Wire Security Code / ____ / ____ / ____ / ____ / ____ /

Minimum of Three—Maximum of Five

The Wire Security Code may consist of letters and/or numbers and is secret and strictly confidential. If we receive the correct Wire Security Code, we will seek no further verification of identity of Member or the instructions for the transfer of funds.

❖ ***It is very important you remember the Wire Security Code you choose.***

2. **Authority to Wire Transfer Funds.** Member authorizes Credit Union to honor, execute and charge to Member's Deposit Account any and all telephonic, telegraphic, oral or written requests for the wire transfer of funds, up to the amount on deposit in Member's Deposit Account, when such requests are received. If the appropriate wire security code is given, it will be conclusively presumed that any requests are received from Member or an authorized agent of Member. Upon receipt of any request, Credit Union is specifically authorized to wire transfer funds from Member's Deposit Account to any other specified account(s) of Member or of a third party, at another financial institution.

NOT WITHSTANDING, ANY INSTRUCTIONS TO THE CONTRARY, WHETHER CONTAINED ON MEMBER'S SIGNATURE CARD(S) OR ELSEWHERE REGARDING AUTHORIZED REPRESENTATIVES OR MINIMUM NUMBER OF SIGNATURES REQUIRED FOR THE WITHDRAWAL OF FUNDS FROM MEMBER'S DEPOSIT ACCOUNT, CREDIT UNION IS AUTHORIZED TO ACT ON ANY AND ALL TELEPHONIC, TELEGRAPHIC, ORAL OR WRITTEN INSTRUCTIONS OR ANY PERSON WHO PROVIDES THE PROPER SECURITY CODE.

(If Member is not an authorized representative on the Account or more than one signature is required for withdrawal from the Account, this Agreement must be signed by all signers on the Account)

3. **Wire Transfer Request.** Credit Union shall use its best efforts to execute all authorized wire transfer requests on the date received, provided (i) that day is a business day for the Credit Union, for the communications facility selected by Credit Union, and for the receiving financial institution to which the wire is directed; and (ii) the request is received by Credit Union before 1:00 p.m., Aurora, Colorado time. (iii) After 1:00 p.m., wire transfer request will be executed no later than 9:00 a.m. the next business day, Aurora, Colorado time.

You may identify the beneficiary or any financial institution by name and by account number (or ABA routing number). The Credit Union (and other institutions) may rely on the account or other identifying number as the proper identification even if it identifies a different party or institution. If the wire transfer is cleared through the Federal Reserve, Regulation J governs the transaction. You authorize the Credit Union to transfer funds as described herein and debit your account in the amount transferred, plus applicable charges.

Credit Union reserves the right to dishonor any wire transfer request for any reason and without notice and shall not be held responsible for any loss occasioned by such refusal.

Credit Union is authorized to use any means Credit Union considers suitable for the transmission of funds. Credit Union may refuse to honor an instruction if the party to receive the transmission of funds is not a financial institution.

4. **Wire Security Code.** Member agrees that at the time of each wire transfer request, Member shall provide Credit Union with Member's:

- Name and FFCU Account No.
- Wire Security Code.
- Social Security No.
- The Name and Routing/ABA No. of receiving financial institution.
- The Name and Address of recipient if different from Member.
- Deposit Account No. at receiving financial institution.

- If wiring funds internationally, Member must also provide the intermediate financial institution's Name and Routing/ABA No. or SWIFT Code.

*It is the sole responsibility of Member to provide correct wiring information.

5. **Record of Telephonic Instructions.** Member agrees that Credit Union may record, but will not be required to record telephonic or other oral instructions to Credit Union for initiation of funds transfers; and further that Credit Union may, but shall not be required, to initiate call-backs to verify Credit Union's instructions. Credit Union may also record any other communications between Member and Credit Union that relate to past, present or future funds transfers affecting any of Member's accounts. The decision to record any telephonic or other oral conversation is solely within Credit Union's discretion, and Credit Union has no liability for failing to do so.
6. **Credit Union's Liability.** Credit Union is entering in this Agreement as an accommodation and convenience to Member, and Member will indemnify and hold Credit Union free and harmless from and against any and all claims, demands, actions or suits, whether groundless or otherwise, whether based on contract, negligence or otherwise, and as may arise out of any act or failure to act on the part of Credit Union. Credit Union shall incur no liability to Member or any other person in the event the intended party does not receive the funds if Credit Union shall have acted reasonably in transmitting the funds in accordance with Member's instructions.

IN NO EVENT SHALL CREDIT UNION BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES THAT DEPOSITOR MAY INCUR OR SUFFER BY REASON OF THIS AGREEMENT OR ANY TRANSFER AFFECTED OR NOT AFFECTED UNDER THIS AGREEMENT.

Credit Union shall not be held liable or responsible for failures, delays, errors, claims or damages in the execution or effectuation of any transfer occasioned by the fault or negligence of any correspondent bank, agent or agency selected by Credit Union for purposes of making or completing the transfer of funds. Credit Union may select any wire system it deems appropriate for a transfer.

7. **Statement.** Credit Union shall prepare a statement ("Statement") for Member's Deposit Account at agreed intervals. Any discrepancies between Member's records and the Statement shall be brought to the attention of Credit Union in writing within fourteen (14) days after the Statement date.
8. **Confirmation.** Credit Union shall mail a confirmation advice of each funds transfer to Member within two (2) business days of the transfer to Member's address indicated above. Confirmations shall also be available to Member on his Statement. Member agrees to examine the confirmation advice on receipt and report any error or irregularity in any funds transfer within two business days following receipt of the confirmation advice.
9. **Cancellation Request.** If Member shall cancel or otherwise order any wire transfer stopped under this Agreement, Credit Union shall make every reasonable effort to carry out Member's order, but shall incur no liability to Member if Credit Union is unable to stop the wire transfer. Credit Union will not be required to refund any wired funds transferred until Credit Union shall confirm the wire transfer is canceled or stopped and the funds are returned to Credit Union.
10. **Termination of Agreement.** This Agreement shall remain in full force and effect until terminated. Credit Union may terminate this Agreement at any time upon notice to Member to be effective on the date of such notice. Member may terminate this Agreement at any time, but only in writing to be effective three days after notice is received by Credit Union.

IN WITNESS WHEREOF, the parties have signed this Wire Funds Transfer Agreement as of the day and year first above written.

Member Signature

Member Printed Name

Subscribed and affirmed, or sworn to before me, in the State of _____, County of _____, this _____ day of _____, 20____, by _____, who executed this form in my presence.

Notary Public Signature

Notary Public Printed Name

Notary Seal

My Commission Expires

Manager Signature