



MEMBER WIRE TRANSFER REQUEST - FOREIGN

Member Name: _____ Acct. #: _____

Address: _____

Contact Phone #: _____

Wire Amount: \$ _____ Fee: \$ _____

Reason for Wire: _____

If Applicable (Not Required) US Bank: _____

US Bank ABA #: _____ - _____ - _____

Foreign Bank Name & Address: _____

Swift Code: _____

Beneficiary Name: _____

Beneficiary Address: _____

Beneficiary Account # to Credit: _____

I have received a written copy of and read the Wire Transfer Agreement and agree to its terms and conditions.

Printed Name of Member _____ Signature of Member Initiating Wire _____ Date _____

Branch Employee Completing the Wire Form: Name _____ Teller # _____

Phone Wires Only

Manager / Supervisor Approved By: _____ Teller # _____

Over \$10,000 Call Back completed by: _____ Time _____

ACCOUNTING DEPARTMENT USE ONLY

Wire Sent By: _____ Wire Sent Date: _____ Time: _____

OFAC Check Completed By: _____

Wire Released By: _____ REF. #: _____

WIRE TRANSFER AGREEMENT

The following rules shall apply to all wire transfer services provided by Merrimack Valley Credit Union.

We may accept on your behalf payments to your account that have been submitted by Fed wire 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 – Funds Transfers through Fed wire and the applicable Federal Reserve Bank Operating Circular. Whenever an ACH is used as part of a transaction that does not involve Fed wire, the rules of that ACH will govern that part of the transaction. Where none of the above-stated rules apply, the transactions contemplated by this agreement shall be governed by the laws of the state of Massachusetts, including Article 4A of the Massachusetts Uniform Commercial Code.

The law is intended to establish a comprehensive legal framework covering the duties, responsibilities, and liabilities of all parties involved in a wire transfer. The agreement contains several notices which we are required to provide to you as well as establishes other terms of agreements which will apply to wire transfers involving you and the Credit Union. Using the Credit Union to send or receive wire transfers shall constitute your acceptance of these terms of agreement.

To the extent that the terms contained in this agreement are different than those in any other agreement or terms of account, this agreement shall control and be deemed to modify such other agreements or terms of account.

For wire transfers initiated in person, a wire transfer agreement must be signed each time and identification must be presented.

In general, we will accept fund transfer orders if you agree to the terms of this Wire Transfer Agreement, have sufficient funds available in the appropriate account to execute the funds transfer order plus the appropriate fee (Refer to our Fee Schedule), and produce acceptable identification. You hereby acknowledge that the security procedures described are commercially reasonable and that:

1. The Credit Union may establish or change the cut-off time for the receipt and processing of wire transfer requests, amendments, amendments or cancellations. Unless other times are posted, the cut-off time will be 3:00 PM on each weekday that the Credit Union is open which is not a holiday. Wire transfer requests, cancellations, or amendments received after the applicable cut-off time may be treated as having been received on the next following funds transfer business day and processed accordingly.
2. It is the policy of Merrimack Valley Credit Union to accept funds transfers from your Share Draft checking account. However, with respect to Share savings accounts, we will allow you to make no more than (6) withdrawals or transfers to another credit union account that you own or to third parties by means of a preauthorized or automatic transfer or instruction of similar order per month. Your account will be subject to closure if you exceed these limits.
3. The Credit Union makes no warranties with respect to fees charged by other financial institutions with respect to your funds transfer orders.
4. The Credit Union will not be liable for failure to comply with the terms of the wire transfer agreement when such failure is caused by legal constraint, interruption or failure of transmission and/or communications facilities, war, emergency, labor dispute, act of nature, or other circumstances beyond the control of the Credit Union.
5. By entering into this agreement, 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 by any person in connection with any matters subject to the agreement except where applicable law requires.
6. The Credit Union may establish, from time to time, security procedures to verify the authenticity of a wire transfer request. You will be notified of the security procedure, if any, to be used to verify wire transfer requests issued by you or for which your account will be liable. You agree that the authenticity of wire 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 wire 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.
7. If the Credit Union becomes obligated under Article 4A of the Uniform Commercial Code to pay interest to you, you agree that the rate of interest to be paid shall be equal to the dividend rate, on a daily basis, applicable to the account at the Credit Union to which the wire transfer should have been made or from which the wire transfer was made. In the event we are ever liable to you for damages 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 attorney's fees, unless otherwise required by law or regulation. If you make a funds transfer order which instructs us to wire funds 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.
8. NOTICE REGARDING IDENTIFICATION OF BENEFICIARY: If you give Merrimack Valley Credit Union a payment order which identifies the beneficiary (recipient of the funds) by both name and identifying number, payment may be made by the beneficiary's bank on the basis of the identifying or bank account number, even if the number identifies a person different than the named beneficiary.
9. You will not be provided with separate notification each time we receive or send a wire transfer to your account. We will provide you with notification of wire transfers as part of your periodic statement. In the event we accept payments to your account through one or more Automated Clearing Houses (ACH), the operating rules of the National Automated Clearing House Association (NACHA) will be applicable to ACH transactions involving your account. These rules do not require that we provide you with next-day notice of receipt of an ACH item. We will also provide you with notification of the receipt of these items as part of your periodic statement.
10. You hereby agree to notify us in writing of any unauthorized or erroneous wire transfer payment order (30) days from the date you first received notification from the credit union either that the order was accepted or your account was debited with respect to the order. Should you fail to promptly notify us of any unauthorized or erroneous payment order 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.
11. NOTICE REGARDING IDENTIFICATION OF BANKS: If you give Merrimack Valley Credit Union a payment order which identifies an intermediary or beneficiary's bank by both name and an identifying number, a receiving bank may rely on the number as the proper identification even if it identifies a different person than the named bank.