

WIRE TRANSFER AGREEMENT

This Agreement is made by and between B-M S Federal Credit Union, with principal offices located at One Squibb Drive New Brunswick, NJ hereinafter referred to as (“the Credit Union”) and the Member who has signed this Agreement, hereinafter referred to as (“Member”), to provide for the wire transmission of Member's funds to and/or from Member-designated account(s).

DEFINITIONS. The following terms have the meanings assigned when used herein:

“Agreement” means this Wire Transfer Service Agreement between the Member and the Credit Union, together with the properly completed and signed forms attached to this Agreement, if any, as they may be amended from time to time.

“Fedwire” means the funds transfer system owned and operated by the Federal Reserve Banks that is used primarily for the transmission and settlement of payment orders governed by the Fedwire Regulation.

“Fedwire Regulation” means subpart B of Regulation J of the Board of Governors of the Federal Reserve System, as amended from time to time.

“Repetitive Transfer” means wire transfers in which the receiving bank, payee, and account are the same for each transfer, and only the transfer date and amount vary.

“Request” means a Member's request to the Credit Union for a wire transfer, or for a cancellation or amendment of a wire transfer, made in the name, or having the unique identifier, of Member as sender requesting that funds belonging to, or under the control of, Member be transferred to a specified amount or beneficiary.

“Security Procedure” means each of the procedures described in the Security Addendum for verifying the authenticity of Requests.

“Wire Transfer Business Day” means any day, other than a Saturday or Sunday, on which the Credit Union is open for business in New Brunswick. The end of the wire transfer business day is determined by a wire transfer deadline set by the Credit Union and subject to change from time to time.

1. **SCOPE.**

- a. ***Terms and Conditions.*** Member agrees to submit wire transfer requests (Request) to the Credit Union in accordance with the terms and conditions of this Agreement. In all other respects the terms and conditions of Member's Deposit Agreement(s) with the Credit Union supplement this Agreement and apply to any such Request. If there is a conflict between these Agreements, this Agreement shall control with respect to wire transfers.
- b. ***Service Description.*** Member authorizes the Credit Union to transfer funds to and/or from any accounts which are designated in the properly completed and signed forms attached to this Agreement. The Credit Union, subject to its then current security procedures, will execute wire transfers in accordance with Requests from Member, whether such Requests are written, oral, telephonic, telegraphic, or via an automatic transfer device (except as mode of Request is limited by written Agreement). Funds must be available in the account specified in the Request at the time the Request is made. **The Credit Union will not search for funds in accounts other than the one(s) specified in the Request.**
- c. ***Fedwire Notice.*** In connection with Member's use of this service, the Credit Union notifies Member of the following:
 - i. Any subsequent Bank may use Fedwire when carrying out Member's Request.
 - ii. The rights and obligations of the Credit Union and Member in a wire transfer intended to carry out Member's Request, any part of which is carried out through the use of Fedwire, are governed by Fedwire Regulation.
- d. The Credit Union may debit any of Member's accounts at the Credit Union for any payment order executed by the Credit Union pursuant to this Agreement, even if the debit creates or increases an overdraft in that account. In the event that an overdraft is created or increased, the Member shall cause sufficient funds to pay the amount of the overdraft to be deposited into or credited to the account by the close of that banking day. Any overdraft existing at the close of a banking day is immediately due and payable without notice or demand.

2. **RESPONSIBILITIES.**

- a. ***Security Procedures.*** Member agrees that the Credit Union's security procedures listed below are commercially reasonable. Member agrees that the Credit Union will use such procedures to detect an unauthorized Request prior to accepting Member's Request. Member furthermore agrees that any Request acted upon by the Credit Union in compliance with these security procedures, whether or not authorized by Member, shall be treated as Member's authorized Request. Member acknowledges that the Credit Union reserves the right to change its security procedures from time to time.

Alternative #1. You agree that all wire transfer requests made in person shall be communicated to an authorized employee of the Credit Union who shall identify the person requesting the wire transfer by means other than, and in addition to, signature specimen, including, but not limited to inquiry concerning confidential account information, or wallet identification.

Alternative #2. Wire transfer requests made telephonically shall be communicated to an authorized employee of the Credit Union who shall solicit and procure from the person requesting the wire transfer his/her unique identifying word.

Alternative #3. Wire transfer requests made by facsimile or mail shall be communicated to an authorized employee of the Credit Union with signature who shall verify the signature.

All wire transfer requests shall be routed for execution to the centralized wire transfer department of the Credit Union, which will employ additional call back procedures to verify the transaction. You will be called back at either your home or your place of employment as indicated in the Credit Union records.

Each procedure described above shall be deemed and agreed to be by you, a commercially reasonable security procedure as described in the New Jersey Uniform Commercial Code.

- b. ***Payment to Credit Union.*** Unless otherwise agreed to in writing, Member must pay the Credit Union the amount of the wire transfer, plus any applicable fees, before the Credit Union will execute Member's Request. Fees applicable to wire transfers are posted in the Credit Union's Fee Schedule, and are subject to change from time to time at the sole discretion of the Credit Union.

- c. ***Acceptance and Execution of Request by the Credit Union.*** Member's Request is considered accepted by the Credit Union when the Credit Union executes it. Member acknowledges that the Credit Union maintains deadlines for accepting wire transfer requests. If Member's Request is received prior to the deadline it will be executed that wire transfer business day. A Member's Request received after the deadline may be executed the next wire transfer business day. Wire transfer deadlines are subject to change from time to time at the sole discretion of the Credit Union. No instructions or other restrictions limiting the Credit Union's acceptance of Member's Request(s) shall be effective unless accepted and agreed to in writing by the Credit Union. However, the Credit Union at its option may elect to act consistently with such instructions or other restrictions which it believes in good faith were made by Member.

- d. **Rejection of Wire Transfer.** The Credit Union has no responsibility to accept any incoming wire transfer for Member's benefit. Likewise, the Credit Union has a right to reject Member's Request for an outgoing wire transfer for reasons including, but not limited to, insufficient funds or insufficient collected funds in the amount specified in the Request, the Credit Union's inability to execute the transfer for the reasons set out in this Agreement, or if the Credit Union is unable to verify the authenticity of Member's Request. The Credit Union will notify Member by phone or mail if it rejects the Member's Request.
- e. **Cancellation or Amendment of Wire Transfer Request.** Member may not be able to cancel or amend a Request after it is received by the Credit Union. However, the Credit Union may at its discretion use reasonable efforts to act on Member's Request for cancellation or amendment. This is provided so that the method by which Member notifies the Credit Union of the request for cancellation or amendment complies with the Credit Union's security procedures. However, the Credit Union shall have no liability if such cancellation or amendment is not effected. Furthermore, Member agrees to indemnify and hold the Credit Union harmless from any and all liabilities, costs, and expenses the Credit Union may incur in attempting to cancel or amend the wire transfer.
- f. **Repetitive Transfers.** If the Credit Union or Member determines that Requests have become repetitive, the Credit Union may assign a repetitive number and/or title to Member's Request. If the Credit Union does so, Member may utilize such number as part of an expedited procedure in communicating such Requests to the Credit Union in the future. The Credit Union may execute Requests containing this number.
- g. **Erroneous Requests.** Member acknowledges and agrees that when Member provides the Credit Union with a name and account number when requesting a wire transfer, that payment may be made solely on the basis of the account number even if the account number identifies a beneficiary different from the beneficiary named by Member. Member furthermore agrees that its obligation to pay the amount of the wire transfer to the Credit Union is not excused in such circumstances. Likewise, wire transfers received by the Credit Union for Member's benefit may be paid by the Credit Union solely on the basis of account number. Member agrees that the Credit Union shall not be responsible for any delay arising out of the Credit Union's attempt to reconcile inconsistencies between name and account number, or otherwise investigate suspected irregularities.
- h. **Provisional Payment.** Credit the Credit Union gives to Member for a wire transfer is provisional until the Credit Union receives final payment for the amount of the wire transfer. Member agrees to refund to the Credit Union the amount of the transfer.

- i. **Account Statements.** All wire transfers will be reflected on Member's Periodic Credit Union Statement. In some cases the Credit Union will also notify Member in writing, electronically, or by a report produced by one of the Credit Union's information reporting services. Member agrees to promptly review each statement or other Credit Union notice for any discrepancies in connection with wire transfers. If Member thinks a wire transfer is wrong or needs more information about a wire transfer, Member must contact the Credit Union in writing upon discovery of the error or within fourteen (14) days after Member received the first notice or statement which has a discrepancy, whichever is earlier. Failure to do so will relieve the Credit Union of any obligation to pay interest or otherwise compensate Member for the amount of an unauthorized or erroneous wire transfer.
- j. **Method Used to Make the Wire Transfer.** The Credit Union may select any means for the transmission of funds which it considers suitable, including but not limited to the Credit Union's own internal systems and Fedwire. The Credit Union is not responsible for performance failure as a result of interruption in transfer facilities, labor disputes, power failures, equipment malfunctions, suspension of payment by another bank, refusal or delay by another bank to accept the wire transfer, war, emergency conditions, fire, earthquake, or other circumstances not within the Credit Union's control.

3. **LIABILITY.**

- a. **Duty of Reasonable Care.** The Credit Union shall exercise good faith and reasonable care in processing Member's wire transfers. Member shall similarly exercise good faith and reasonable care in observing and maintaining security procedures, in communicating wire transfer requests to the Credit Union, and in reviewing Credit Union statements or notices for any discrepancies, Member is responsible for ensuring the accuracy of Requests and the Credit Union has no duty whatsoever to verify the accuracy of Requests, nor will it be liable for losses or damages arising out of Requests containing erroneous information.
- b. **Liability of the Credit Union.** The Credit Union shall be liable for Member's lost interest and Member's expenses directly related to Member's Request if the Credit Union fails to exercise ordinary care. The Credit Union is not liable in any case for any special, indirect, exemplary, or consequential damages (including lost profits) of any kind. Compensation for loss of interest or use of funds will be, at the Credit Union's option, in the form of an adjustment to Member's account(s) to reflect the average balance on Member's account analysis that would have resulted had no error or delay occurred, or by a direct credit to Member's account, not to exceed the Credit Union's actual cost of funds for the period and amount in question. The adjustment will be computed on a daily basis.

- c. **Liability of Member.** Member shall be liable for any loss or damage resulting from Member's breach of this Agreement or to which Member's negligence contributed, or which resulted from unauthorized, fraudulent, or dishonest acts by Member's current and/or former Authorized Representatives. Such liability includes instances when a current or former Authorized Representative effects one or more wire transfers to Member's detriment.
- d. **Cancellation of Payment Orders.** A payment order may be cancelled by the Member, provided the cancellation instruction is received by the Credit Union at a time and in a manner affording the Credit Union a reasonable opportunity to act prior to the Credit Union's acceptance of the payment order.
- e. **Responsibility for the Detection of Errors.** The Credit Union is not responsible for detecting any Member error contained in any payment orders delivered by Member to the Credit Union.
- f. **Required Notice.** The Credit Union will not be liable for any interest on the amount of a payment order that was not authorized or was erroneously executed unless the Member notifies the Credit Union in writing that the payment order was not authorized or properly executed within five (5) calendar days following Member's receipt of notification either of the acceptance of the payment order, or of the debiting of the payment order to an account of Member at the Credit Union.

4. **GENERAL.**

- a. **Amendments.** The Credit Union may amend this Agreement including the procedures upon written notice to the Member.
- b. **Waiver and Severability.** The Credit Union or Member may delay exercising their rights without losing them. Any waiver or partial exercise of one right is not a waiver of other rights or the same right at another time. If any provision of this Agreement, or its application to any person or set of circumstances, is held invalid or unenforceable to any extent, the remainder of this Agreement, and the application to any person or set of circumstances, is not impaired or otherwise affected.
- c. **Termination.** This Agreement may be terminated by either party at any time upon prior written notice. Such termination shall not affect transfers made prior to receipt and implementation of the termination notice. The Credit Union may terminate this Agreement immediately at any time upon telephone notification to the Member, followed by written notification, if (a) the Credit Union reasonably deems itself insecure, (b) the Member has breached this Agreement, or (c) the Credit Union becomes aware of information which may indicate illegal or improper transactions.

- d. **Choice of Law.** The rights, duties, and liabilities of parties to this Agreement shall be subject to Uniform Commercial Code Article 4A as in effect in the State of New Jersey and as amended there from time to time. In all other respects, this Agreement will be subject to the laws of the State of New Jersey. If any part of a wire transfer involves the use of Fedwire, the rights and obligations of the Credit Union and Member regarding that wire transfer are governed by Regulation J of the Federal Reserve Board.
- e. **Arbitration Provision.** The parties agree that any dispute arising pursuant to the terms of this Agreement or any of the transactions made pursuant to this Agreement shall be submitted to binding arbitration to be conducted by the American Arbitration Association. The hearing shall be conducted by a single arbitrator, and shall occur at a location designated by the American Arbitration Association in the Hilton Regency Hotel in East Brunswick, New Jersey.
- f. **Addresses.** Except as otherwise provided, all written correspondence shall be addressed as follows:

If to the Credit Union: B-M S Federal Credit Union
 1 Squibb Drive
 New Brunswick, NJ 08901

If to the Member: _____

Signed this _____ day of _____, 20_____.

B-M S FEDERAL CREDIT UNION

_____ **B-M S FCU Representative Signature**

Member Signature

_____ **Member Account Number**

**B-M S FEDERAL CREDIT UNION
AGREEMENT FOR WIRE TRANSFER SERVICES
EXHIBIT "A" PAYMENT ORDER DATA**

The Member and the Credit Union agree that each payment order shall contain the following information:

1. the number of the Authorized Account from which the payment order is to be paid;
2. the amount of the payment order;
3. the type of currency in which the beneficiary of the payment order is to be paid;
4. the name of the beneficiary of the payment order;
5. the address of the beneficiary of the payment order;
6. the identifying number of the beneficiary's bank;
7. the name of the beneficiary's bank;
8. the beneficiary's account number at the beneficiary's bank;
9. the execution date of the payment order;
10. the payment date of the payment order.
11. the authorizing signature of member requesting payment order.