

**SACRAMENTO CREDIT UNION
DOMESTIC AND FOREIGN WIRE TRANSFER AGREEMENT**

AMOUNT OF WIRE: \$ _____

FEE: **Within the US:** **\$35.00**
 Outside the US: **\$45.00**

A. MEMBER INFORMATION:

Name: _____ Account No.: _____ Suffix: _____

Home Phone: _____ Business Phone: _____

Cell Phone: _____ Email: _____

B. WIRE INSTRUCTIONS:

**** Please PRINT in UPPER CASE and attach any written instructions provided by beneficiary****

U.S. RECEIVER BANK:

Bank Name: _____ Bank ABA: _____

City: _____ State: _____ Zip: _____

FOREIGN BANK (Respondent Bank):

Bank Name: _____ Account or SWIFT No: _____

City: _____ Country: _____

BENEFICIARY:

Name: _____ Account No: _____

City: _____ State: _____ Zip: _____ Country: _____

Additional Beneficiary Information: _____

C. Members Signature: _____ **Date** _____

Driver's License #: (a copy of the driver's license is required) _____

The Credit Union is authorized to use any means it may consider necessary for the transmission of funds, and is released from responsibility for any inaccuracy provided, interruption or delay in transmission, or for claims caused by any circumstances beyond its control. By signing above, I hereby request that the Credit Union attempt to perform the funds transfer described above. I understand and agree that this transaction is subject to the applicable terms and conditions set forth in the Funds Transfer Agreement and Notice, Account Agreement and Truth in Savings Disclosure and Fee Schedule, receipt of all of which is acknowledged and which are incorporated by this reference.

D. Funds Verified & Frozen by: _____ **OP#:** _____ **Date:** _____

E. APPROVAL BY:

Employee (up to \$4,999): _____ OP#: _____ Date: _____

Supervisor (up to \$50,000): _____

Manager (up to \$100,000): _____

Vice President or CEO (verifiable funds on deposit): _____

F. DELIVERY: Front Office EE _____ spoke to Back Office EE _____ on Date/Time: _____

G. BACK OFFICE:

Call Back (\$2,500 or more) – Made by: _____ OP#: _____ Date/Time: _____

Spoke to: _____ Phone # Dialed: _____ Info verified: _____

Wire entered by: _____ Date: _____ Time: _____ Verified by: _____

Freeze Released and Funds Debited From Account By: _____

Short Name: _____ Type Code: 1000 Product Code: CTR OFAC _____ / _____

INITIAL/OP#

FUNDS TRANSFER AGREEMENT AND NOTICE

The State of California has adopted as law Article 4A of the Uniform Commercial Code and the Board of Governors of the Federal Reserve has amended Subpart B of Regulation J. This law and regulation covers the movement of funds by means of wire transfers, Automated Clearing House (ACH) credits and some book transfers on the Credit Union's records.

The law is intended to establish a comprehensive legal framework covering the duties, responsibilities and liabilities of all parties involved in a funds transfer. This Funds Transfer Agreement (Agreement) contains several notices, which the Credit Union is required to provide to you, and establishes other terms of agreement, which will apply to all funds transfers, which involve you and the Credit Union. Using the Credit Union to send or receive funds transfers shall constitute your acceptance of all of the terms and conditions contained in the 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.

1. This Agreement applies to Funds Transfers as defined in the Article 4A of the Uniform Commercial Code (Division II of the California Uniform Commercial Code) and Subpart B of Regulation J of the Board of Governors of the Federal Reserve.
2. The Credit Union may establish or change cut-off times for the receipt and processing of funds transfer request, amendments or cancellations. Unless other times are ported for the various types of funds transfers, the cut-off times for wire transfers will be at 11:00 P.S.T. for Domestic Wires and 10:00 P.S.T. for International wires on each weekday that the Credit Union is open which is not a federal holiday. Payment orders, cancellations, or amendments received after the applicable cut-off time may be treated as having been received on the next following business day and processed accordingly.
3. The Credit Union may charge your account for the amount of any funds transfer initiated by you or by any person authorized by you as a joint tenant or other authorized party with the right of access to the account from which the funds transfer is to be made.
4. The Credit Union may establish, from time to time, security procedures to verify the authenticity of a payment order. You will be notified of the security procedure, if any, to be used to verify payment orders issued by you or for which your account will be liable. You agree that the authenticity of payment orders 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 payment order from you or other authorized parties on the account until you and the Credit Union agree, in writing, on an alternate security procedure.
5. If you send or receive a wire transfer, Fedwire may be used. Regulation J is the law covering all Fedwire transactions. This means that Regulation J will govern your rights and liabilities in a wire transfer involving Fedwire.
6. If you give the Credit Union a payment order which identifies the beneficiary (recipient of the funds) by both name and identifying account number, payment may be made by the beneficiary's bank on the basis of the identifying account, even if the number identifies a person different than the named beneficiary. This means that you will be responsible to the Credit Union if the funds transfer is completed on the basis of the identifying account number you provided the Credit Union.
7. If you give the 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 or institution than the named bank. This means that you will be responsible for any loss or expense incurred by a receiving bank which executes or attempts to execute the payment order in reliance on the identifying number you provided.
8. The Credit Union may give you credit for ACH payments before it receives final settlement of the funds transfer. Any such credit is provisional until the Credit Union received final settlement of the payment. You are hereby notified and agree, if the Credit Union does not receive such final settlement, that it is entitled to a refund from you of the amount credited to you in connection with that ACH entry. This means that the Credit Union may provide you with access to ACH funds before the Credit Union actually receives the money. However, if the Credit Union does not receive the money, then the Credit Union may reverse the entry on your account and you would be liable to repay the Credit Union.
9. ACH transactions are governed by operating rules of the National Automated Clearing House Association. In accordance with these rules, the Credit Union will not provide you with next day notice of receipt of ACH credit transfers to your account. You will continue to receive notices of receipt of ACH items in the periodic account statements, which we provide.
10. If the Credit Union received a funds transfer for you or for other persons authorized to have access to your account, you agree that the Credit Union is not obligated to provide you with next day notice of the receipt of the funds transfer. The Credit Union will provide you with notification of the receipt of all funds transfers by including such items in the periodic account statements, which the Credit Union provides. You may, of course, inquire between receipts of periodic statements, whether or not a specific funds transfer has been received.

11. If the Credit Union becomes obligated under Article 4A (division II of the California Uniform Commercial Code) to pay 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 funds transfer should have been made or from which the funds transfer was made.
12. The Credit Union may, in its sole discretion, reject any funds transfer request which: (1) exceeds the collected and available funds on deposit in you designated account(s); (2) is not authenticated to the Credit Union's satisfaction or which the Credit Union reasonably believes may not be authorized by you; (3) contains incorrect, incomplete, or ambiguous information; or (4) involves funds subject to a lien, hold, dispute or legal process pending their withdrawal. You understand and agree that the Credit Union shall incur no liability for any loss occasioned by the Credit Union's refusal to accept any funds transfer order.
13. The Credit Union shall have the right to charge the amount of any funds transfer request to any of your accounts at the Credit Union in the event that no account is designated, or in the event that a designated account has insufficient collected funds to cover the amount of a transfer request. The Credit Union may charge for services relating to the sending or receiving of the funds transfer request. Such charge(s) are set forth in the Credit Union's Fee Schedule, which was previously provided to you and which is incorporated by this reference.
14. If you initiate a funds transfer request denominated in United States dollars for transfer to a foreign county, the Credit Union may transfer payment in the currency of the beneficiary bank's county at the Credit Union's buying rate of exchange to United States dollars. If the transfer is returned for any reason, you agree to accept the refund in United States dollars in the amount of the foreign money credit, based on the then-current buying rate of the bank converting the currency to United States dollars at the date of refund, less any charges and expenses incurred by the Credit Union.
15. Except as expressly prohibited by applicable state and federal laws and regulations, you understand and agree that the Credit Union will not be liable for any loss or liability arising from: (1) any unauthorized transfer or interest thereon (including, but not limited to, fraudulent transfers and/or a transfer which the Credit Union failed to abide by the agreed upon security procedures) which you fail to report to the Credit Union within thirty (30) days after your receipt of notification of the transfer; (2) any negligent or intentional action or inaction on the part of any person not within the Credit Union's reasonable control, including, but not limited to, the failure of other financial institutions to provide accurate or timely information; (3) the failure of other financial institutions to accept a funds transfer order; (4) your negligent or intentional action or inaction and/or breach of this Agreement; (5) any ambiguity or inaccuracy in any instruction given to the Credit Union by you or your authorized agent; or (6) any error, failure or delay in execution of any funds transfer instruction, or cancellation or amendment caused by circumstances beyond the Credit Union's reasonable control, including, but not limited to, any computer or communication facilities malfunction.

Except as otherwise provided by applicable state or federal laws or regulations, the Credit Union's liability for any negligent or intentional action or inaction in connection with any funds transfer request shall be limited to you direct loss and payment of interest. **UNDER NO CIRCUMSTANCES SHALL THE CREDIT UNION BE LIABLE FOR ANY LOST PROFITS, CONSEQUENTIAL, INDIRECT, AND PUNITIVE OR SPECIAL DAMAGES, WHICH YOU MAY SUFFER IN CONNECTION WITH THIS AGREEMENT AND/OR ANY FUNDS TRANSFER REQUEST.**

16. Subject to applicable state and federal laws and regulations, the Credit Union may amend the terms of this Agreement at any time. By thereafter using or continuing to use the Credit Union's funds transfer services, you agree to such amendments.
17. Except as otherwise expressly provided by applicable state and federal laws and regulations, this Agreement and all transactions initiated hereunder shall be governed by and construed in accordance with the internal laws of the State of California, notwithstanding any conflict of laws doctrines of such state to the contrary.
18. International wires are sent to a recipient, if received in Accounting by 11:00 A.M. The foreign bank normally receives these wires within 3 business days. There may be times when this process may take longer, possibly 30 to 45 days.
19. All outgoing wires must pass OFAC regulations and be verified with the OFAC program, prior to transmission.
20. All incoming wires must pass OFAC regulations and be verified with the OFAC program upon receipt and prior to member account posting.
21. ANY wire transfers that fail OFAC regulations must be delivered to the Accounting Manager for appropriate action.
22. Regulations issued by the Office of Foreign Assets Control of the United States Department of the Treasury contain certain prohibitions regarding banking transactions involving certain countries or their "nationals." The countries subject to substantial banking prohibitions are Cuba, Iran, Iraq, Libya, and North Korea. Although the prohibitions vary depending upon the county involved, most typically require, among other things, that our Credit Union block any funds or property in which any such county or any one of its designated nationals has an interest of any know whatsoever.

Instructions for Completing Wire Transfer Form

Amount:

Enter the total dollar amount of the transfer

Section A: Member Information:

Enter your name, member number, account type and telephone numbers. We may need to call you back before the wire can be transmitted.

Section B: Wire Instructions

U.S Receiver Bank:

Enter the name and address of the beneficiary's bank. Enter as much information as possible. Although it may be possible to send funds with incomplete information, funds could be delayed if all the details are not included.

Foreign Bank:

If the Bank is not located in the United States, enter the Name, City and Country. If the US Correspondent is named in the field above, indicate the account number of the foreign bank at the US Correspondent. If the US Correspondent is not known, enter the Swift Number of the Foreign Bank.

Almost all foreign banks have selected a bank in the United States that they use to send and receive money (US Correspondent). If the US Correspondent is listed, funds are usually transmitted more quickly. If the Foreign Bank does not have a US Correspondent the Swift Number is an alternate means of sending the funds.

Beneficiary:

Enter the Name, Account number and details of the receiver of the funds. Enter any additional information for the beneficiary such as Escrow number or other information.

Section C: Signature and other information:

Your signature along with a copy of your driver license is required before we send the wire. Please copy the license at 150% and fax along with the Wire Transfer Agreement. The fax number is 916-449-2785.

The rest of the form is for Credit Union use only