

FUNDS TRANSFER AGREEMENT AND NOTICE

Credit Union: _____ Account Number: _____

Account Holder: _____ Joint Account Holder(s): _____

This Funds Transfer Agreement and Notice (this "**Agreement**") is made between the undersigned Account Holder and Joint Account Holder(s) (together, "**you**" or "**your**") and the credit union named above ("**Credit Union**" "**we**," "**us**," or "**our**"). For the purposes of this Agreement, the term "**bank**" references a bank, savings institution, or credit union, as applicable.

By signing this Agreement, you understand, acknowledge, and agree to the following terms and conditions:

- 1. Applicability.** This Agreement governs all payment orders and funds transfers-including internal account transfers, wire transfers, and Automated Clearinghouse (ACH) credit transfers-as defined and governed by Article 4A of the Uniform Commercial Code and Subpart B of Federal Reserve Regulation J ("**Transfers**"), initiated to or from the account number provided above (the "**Account**").
- 2. Wire Transfers & ACH Network.** If you send or receive a wire transfer, Fedwire may be used. Regulation J is the law covering all Fedwire Transactions, and your rights and liabilities in a wire transfer involving Fedwire will be governed by Regulation J. If we process a Transfer through the ACH Network, we will follow the National Automated Clearing House Association (Nacha) Operating Rules and Guidelines, and your rights and liabilities will also be subject to Nacha Operating Rules and Guidelines.
- 3. Authorizations to Request Transfers, Amendments, and Cancellations.** You understand that any Account Holder, Joint Account Holder, authorized signer on the Account, or any other person authorized to act on your behalf (an "**Authorized Person**") is authorized to initiate one-time or recurring Transfers from the Account. Any Authorized Person may also amend or cancel a Transfer request regardless of whether that Authorized Person initiated the Account Transfer.
- 4. Transfer Instructions.** To initiate a Transfer, you or any Authorized Person must provide us with certain information regarding the amount of the Transfer and the recipient's account, such as the name of the account owner ("**Beneficiary**"), account number, account type (i.e., checking, savings, loan), bank name, and bank ABA routing number ("**Instructions**"). When you or any Authorized Person initiate a Transfer, you represent and warrant that (a) you have sufficient funds in the Account to cover each Transfer, (b) the Instructions are current, accurate, and complete, and (c) you assume responsibility for any Transfer error that results from stale, inaccurate, or incomplete Instructions furnished or entered by you, or an Authorized Person and that we are not liable to you for any losses you incur as a result of such erroneous Instructions. If you or any Authorized Person initiate a Transfer without sufficient funds, or provide erroneous Instructions, you agree to hold us harmless from any fee or loss you may incur, to include any fees and penalties assessed on the Account or by any third party. Nothing in this provision shall be construed to limit or otherwise affect any other rights, obligations, or provisions set forth in this Agreement.
- 5. Inconsistent Name and Account Number.** If you or any Authorized Person initiate a Transfer that describes the Beneficiary, the Beneficiary's bank, or an intermediary bank by name and an account or other identifying number, the Credit Union and subsequent parties to the Transfer may rely on and act solely on the basis of such account or other identifying number, even though the name provided is not related to the account or other identifying number and even though the Credit Union and subsequent parties know or have reason to know of the inconsistency. Your obligation to pay the amount of the transaction to the Credit Union is not excused in such circumstances and you agree to hold us harmless from any fee or loss you may incur, to include any fees and penalties assessed on the Account or by any third party. Nothing in this provision shall be construed to limit or otherwise affect any other rights, obligations, or provisions set forth in this Agreement.
- 6. Processing Cut-Off Times; Debiting of Account.** Transfer requests, amendments, or cancellations we accept will be processed within a reasonable time of receipt. Unless we have agreed otherwise in writing, a Transfer request, amendment, or cancellation may not necessarily be processed on the date it is received or on a particular date you specify. We must receive a Transfer request, amendment, or cancellation no later than _____ ("**Cut-Off Time**") on a weekday that is not a federal or bank holiday, when we are open to the public for carrying out substantially all of our bank functions, including the processing of financial transactions ("**Business Day**") to be processed on that same Business Day. Transfer requests, cancellations, or amendments we receive after the Cut-Off Time or on a non-Business Day may be treated as received on the next Business Day and processed accordingly. We reserve the right to change the Cut-Off Time at any time in our sole and absolute discretion, without prior notice to you. We will debit the Account for the amount of each Transfer and any related fees on the date we process the Transfer request.
- 7. Transfer Cancellations and Amendments.** If you or any Authorized Person request a one-time Transfer before the Cut-Off Time that is not future dated, the one-time Transfer occurs immediately in real-time and cannot be cancelled or amended, as such Transfer is considered final. You further understand and agree you cannot cancel or amend a Transfer that has already been processed. You are solely responsible for canceling any future-dated or recurring Transfer Instructions. To cancel or amend future-dated and recurring Transfers, you or any Authorized Person must notify us within _____ Business Days before the scheduled Transfer date to give us enough time to process the request. If you cancel a recurring Transfer, all future recurring Transfers for the respective series will not process. We are not liable to you for sending Transfers in accordance with the Transfer Instructions prior to receiving and processing any request for cancellation or amendment, and you agree to hold us harmless from and indemnify us for all losses and expenses resulting from any actual or attempted amendment or cancellation of a Transfer request.

- 8. Processing Delays; Stop Payments.** From time to time, we may need to temporarily suspend processing of a Transfer for greater scrutiny and verification in accordance with applicable law. This action may affect settlement or availability of the funds. We reserve the right to stop any Transfer, if we deem it necessary to prevent us from taking a loss at our sole and absolute discretion, without liability to you or any third party and without prior notice to you.
- 9. Security Procedures.** You understand and agree that we may require you to follow security procedures to request, amend, or cancel a Transfer to verify the authenticity of the request, amendment, or cancellation. Unless you notify the Credit Union in writing that you do not agree to that security procedure, you hereby expressly agree (a) that the authenticity of Transfer requests may be verified using that security procedure, (b) that the security procedure is commercially reasonable method of providing security against unauthorized Transfer requests, and (c) to be bound by any Transfer request, whether or not authorized, issued in your name and accepted by us in compliance with the required security procedures. In the event that you reject our security procedure, we may choose not to accept any Transfer request until we mutually agree, in writing, on an alternate security procedure. If you refuse to follow the commercially reasonable security procedures that we offer, you agree to be bound by any Transfer request, whether authorized or not, that is issued in your name and accepted by us in good faith in accordance with the security procedure you choose. You understand and agree that the purpose of any security procedure implemented in accordance with this Agreement or instituted by us is used to verify the authenticity of data and not to detect errors in payment order requests or Transfer transmissions. Further, there is no agreed upon security procedure for detecting such errors between the Credit Union and you.
- 10. Right to Refuse Transfers.** We reserve the right to restrict or refuse to process any Transfer request, amendment, or cancellation that we believe, in our sole and absolute discretion, will expose the Credit Union to liability or loss. We may, but are not obligated to, process any Transfer from the Account if the Transfer amount plus applicable fees would draw upon nonsufficient funds, exceed a credit limit, lower the Account below a required balance, require us to increase our required reserve on the Account, or as otherwise deemed necessary to prevent us from taking a loss. Inconsistencies in titling between the accounts sending and receiving transfers may result in termination of the Transfer request. We are not liable to you or any third party for exercising our right to refuse Transfer requests, amendments, or cancellations.
- 11. Duty to Report Unauthorized or Erroneous Transfers.** You must exercise ordinary care to identify and report unauthorized or erroneous Transfers on the Account. You agree that you will notify us of any unauthorized or erroneous Transfers on the Account within fifteen (15) days after you receive either an Account Transfer notice or periodic statement detailing the Transfer, whichever is earlier. Unless otherwise required by applicable law, if you fail to timely notify us of any unauthorized or erroneous Transfer within this 15-day period, you will not be entitled to a refund for the unauthorized or erroneous Transfer, and we will have no further liability to you regarding that Transfer.
- 12. Limitation of Liability; Indemnification.** Except as required by law or specifically stated herein, we are not liable for errors, delays, interruptions or Transfer failures caused by third parties or circumstances beyond our control, nor are we liable for any costs, fees, losses or damages of any kind incurred as a result of (a) our access to the Account; (b) our debit and/or credit or inability to debit and/or credit the Account in accordance with Instructions; (c) any inaccuracy, incompleteness or misinformation contained in the information provided by you or retrieved from the Accounts; (d) any charges imposed by any provider of accounts; (e) any Transfer limitations set by the banks or other providers of accounts; (f) the practices and business rules followed by any external bank or other financial institution. **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 Transfer request shall be limited to your direct loss and payment of interest. UNDER NO CIRCUMSTANCES SHALL THE CREDIT UNION BE LIABLE FOR ANY LOST PROFITS OR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES WHICH YOU MAY SUFFER IN CONNECTION WITH THIS AGREEMENT AND/OR ANY TRANSFER.**
- 13. Provisional Credit for ACH Transfers; Refunds.** When we are acting as the Receiving Depository Financial Institution ("RDFI"), the receiving ACH credit entry will be transferred into the Account not later than the next Business Day following the date the ACH credit entry posts to the Account ("Settlement Date"). If we receive an order to pay you, we may provisionally credit the Account for the amount of the payment before we receive final settlement. If we do not receive final settlement, we may reverse the provisional credit or require you to refund us the amount provisionally credited to the Account, and the party originating the payment will not be considered to have paid you. Additionally, if we erroneously pay you more than the amount of the payment order, we are entitled to recover from you the amount in excess of the payment order amount, regardless of whether you may have some claim to the excess amount against the party originating the payment.
- 14. Right to Collect.** We will make all reasonable efforts to process your Transfer request in a timely manner. If any payment from the Account, or any portion of any payment, has failed and the credit side of such Transfer has been released and cannot be collected, or if any refund of overpayment or provisional credit is due and the Account does not have sufficient funds to reverse the overpayment or provisional credit, we reserve the right, and you hereby authorize us to debit any account you hold with us to satisfy any such deficiency, to include an ACH return item fee. We may not notify you of such event other than by posting such debit transaction to the applicable account in accordance with this Agreement. In the event any account you hold with us is insufficient in satisfying a payment, in whole or in part, you understand and agree that we reserve the right to collect on such payment as permitted by law. Further, you or any Authorized Person will not impersonate any person, make an unauthorized Transfer, or use a name that you are not authorized to use. If any information you or any Authorized Person provide is untrue, incorrect, erroneous, incomplete, or inaccurate, we reserve the right to recover from you any costs or losses incurred by us as a direct or indirect result of such information, in addition to any other remedies we may have, in accordance with this provision.
- 15. No Notice Required.** We are not obligated to provide you with next-day notice of the receipt of ACH credit Transfers to the Account. You will receive notice of such credits on your Account statements. You may contact us to determine whether a payment has been received.
- 16. Interest Payments.** If we are required by law to pay you interest due to a delay or error in processing your Transfer, we will pay interest at the lowest rate we were paying on any of our accounts during that period, based on your account type. If your account does not earn interest or dividends, and we do not process your transfer or notify you of its rejection on time, we are not required to pay any interest.

- 17. Recording Telephone Requests.** You agree that we may record any oral or telephone Transfer request, amendment, or cancellation, as permitted by applicable law.
- 18. Amendments.** We reserve the right to amend or modify this Agreement at any time by giving you reasonable prior written notice. Your continued use of Transfers after receipt of such written notice constitutes acceptance of the amended terms of this Agreement.
- 19. Conflicting Terms.** 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; provided however, if you have entered into a separate wire transfer agreement with us, the terms and conditions of the most recently approved Wire Transfer Agreement are incorporated by reference herein and made a part hereof. In the event of an inconsistency between a provision of the Wire Transfer Agreement and this Agreement, the provisions of the Wire Transfer Agreement shall prevail.
- 20. Governing Law.** This Agreement is governed by Wisconsin law and applicable federal laws and regulations, including all funds-transfer system rules such as the Nacha Operating Rules and Guidelines, rules of the Board of Governors of the Federal Reserve System and their operating circulars, and Article 4A of the UCC, as adopted in Wisconsin.
- 21. Compliance with governing rules & laws.** You agree to comply with the Nacha Operating Rules & Guidelines as well as any other applicable laws and regulations. You agree not to initiate a transfer that violates or causes us to violate the Nacha Rules & Guidelines, the laws of the United States, or any other applicable laws or regulations, including regulations of the U.S. Treasury's Office of Foreign Assets Control, sanctions, or executive orders. You will reimburse us for any fines, fees, charges, or other costs, including reasonable attorneys' fees, that are imposed on us for any violation by you of the Nacha Rules & Guidelines or other applicable laws or regulations.
- 22. Severability.** If a proper court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall remain valid and enforceable and will continue in full force and effect.

If you have any questions regarding this Agreement, please contact us by visiting a branch, calling us at _____ or writing us at _____.

By signing below, you agree to the terms and conditions of this Agreement and to any amendments thereto that the Credit Union may make from time to time.

X _____
Account Holder Signature Date

X _____
Joint Account Holder Signature Date

X _____
Joint Account Holder Signature Date