



Agreement - The terms used in this agreement have the meaning given to them in Article 4A of the Uniform Commercial Code - Funds Transfers (UCC4A). This agreement will be governed by the substantive law of the Commonwealth of Pennsylvania. This agreement is also subject to all applicable funds transfer system rules, rules of the Board of Governors of the Federal Reserve System and their operating circulars. If any part of this agreement is determined to be unenforceable, the rest of the agreement remains effective. This agreement controls funds transfers unless supplemented or amended in a separate written agreement signed by us.

We may accept, on your behalf, payments to your account that have been submitted by Fedwire and that are not subject to the Electronic Funds 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 Fedwire, and the applicable Federal Reserve Bank Operating Circular. Whenever an ACH is used as part of a transaction that does not involve Fedwire, the rules of that ACH will govern that part of the transaction.

Acceptance of Payment Orders - In general, we will accept payment orders only if you have agreed to the Wire Transfer Disclosure, signed an Outgoing Wire Transfer Request form, have a sufficient withdrawable balance on deposit in the appropriate account to execute the payment order, and we have verified your identification. Once you have signed an Outgoing Wire Transfer Request form, agreed to the Wire Transfer Disclosure, and we have created a recurring wire transfer, we will accept telephonic recurring wire transfer orders from you, provided our wire transfer procedures are followed.

Wire Transfer Procedure - Once you have signed an Outgoing Wire Transfer Request and provided us with proper identification, we will accept payment orders for recurring wire transfers from you via telephone, provided you have a sufficient withdrawable balance on deposit in the appropriate account to execute the payment order, and you provide the information listed on the Outgoing Wire Transfer Request to us when you call to make your payment order.

You hereby acknowledge the wire transfer procedures described are commercially reasonable and that you have selected the wire transfer procedure offered by the credit union after due consideration of all such alternatives and your business circumstances, including the size, type, and frequency of payment orders that you anticipate issuing to the credit union.

You hereby acknowledge that you will be liable for any payment order or communication amending or canceling a payment order, whether or not authorized, that is issued in your name and accepted by the credit union in compliance with the agreed upon wire transfer procedure. You hereby agree to follow the wire transfer procedure when making a payment order via telephone.

The authenticity of a third party payment order or communication canceling or amending a payment order issued in your name as sender that is not made in person will be verified by a call back procedure, which you agree is a commercially reasonable wire transfer method.

Force Majeure - The Credit Union will not be liable for failure to comply with the terms of an Outgoing Wire Transfer Request 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 reasonable control of the credit union.

Indemnification - 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 of any person in connection with any matters subject to this agreement, except where applicable law precludes your notification. Your obligations under this Disclosure and related Requests will be binding on you, your heirs, representatives and assigns.

Your Liability for Incorrect Information - If you give us a payment order that identifies a beneficiary (the person to whom you are wiring funds) by name and account number or some other identifying number (such as a Social Security, Taxpayer ID, or driver's license number) we may pay the beneficiary on the basis of the number provided to us by you and consider that number to be proper identification. This will be true even if the number you provided to us identifies a person different from the named beneficiary, unless otherwise required by law or regulation.

If you give us a payment order that identifies the beneficiary's financial institution in the funds transfer by name and Routing and Transit ("R/T") or other identifying number we, as well as the receiving financial institution, may rely on the number provided to us by you as the proper identification. This will be true even if the number you provided identifies a financial institution that is different from the named financial institution, unless otherwise required by law or regulation.

Duty to report unauthorized or erroneous payment - You must exercise ordinary care to determine that all payment orders or amendments to payment orders that we accept that are issued in your name are authorized, enforceable, in the correct amount, to the correct beneficiary and not otherwise erroneous. If you discover (or with reasonable care should have discovered) an unauthorized, unenforceable or erroneously executed payment order or amendment, you must notify us of the relevant facts within a reasonable time. The time you have to notify us will depend on the circumstances, but you agree that time will not in any circumstance exceed 14 days from when you are notified of our acceptance or execution of the payment order or amendment or that your account was debited with respect to the order or amendment. If you do not provide us with timely notice, you will not be entitled to interest on any refundable amount. If you failed to perform either of these duties with respect to an erroneous payment and we incurred a loss as a result of the failure, you are liable to us for the amount of the loss not exceeding the amount of your order.

Limitation of Liability - If we are ever obligated by law to pay interest on the amount of a transfer, you agree that our liability will be limited to payment of interest, calculated on a daily basis equal to the current dividend rate that is otherwise applicable to the account from which the funds transfer should have occurred. In the event we are ever liable to you for damages, your damages will be limited to actual, direct damages only. We will not be responsible for incidental or consequential damages, court costs or attorneys fees under any circumstances, unless otherwise required by law. We assume no liability as to the length of time necessary to complete a transfer, provided we have acted in good faith, with ordinary care, and in compliance with applicable U.S. law.



Outgoing Wire Transfer Request

PO Box 20147 · Lehigh Valley, PA 18002-0147
800-821-5104 · Fax: 610-841-2589 · apcifcu.org

Date /Time / Teller #: _____

1. Member Information

| | | | |
|-----------------------------------|--------------------------------------|---------------------------------------|----------|
| Today's Date | Member Account Number & Share Number | Recurring Wire Number (if applicable) | |
| _____ | _____ | _____ | |
| Member Name | Email Address | | |
| _____ | _____ | | |
| Member Address | City | State | Zip Code |
| _____ | _____ | _____ | _____ |
| Purpose of Outgoing Wire Transfer | | | |
| _____ | | | |
| Wire Amount | | | |
| _____ | | | |

2. Beneficiary/Recipient Information

| | | | |
|--------------------------------|----------------------------|-------|----------|
| Beneficiary/Recipient Name | Beneficiary Account Number | | |
| _____ | _____ | | |
| Beneficiary Address* | City | State | Zip Code |
| _____ | _____ | _____ | _____ |
| Reference/Special Instructions | | | |
| _____ | | | |

3. Beneficiary Bank Information

| | | | |
|--|-------|-------|----------|
| Beneficiary Bank Routing Transfer Number/ABA | | | |
| _____ | | | |
| Beneficiary Bank Name | | | |
| _____ | | | |
| Beneficiary Bank Address | City | State | Zip Code |
| _____ | _____ | _____ | _____ |
| Reference/Special Instructions | | | |
| _____ | | | |

4. Intermediary Bank Information

(This is a financial institution that the wire must pass through before reaching the final beneficiary bank and is not required for all wires.)

| | | | |
|--------------------------------|-------------------------------|-------|----------|
| Intermediary Bank Name | Intermediary Bank Account No. | | |
| _____ | _____ | | |
| Intermediary Bank Address | City | State | Zip Code |
| _____ | _____ | _____ | _____ |
| Reference/Special Instructions | | | |
| _____ | | | |

*In order to comply with the USA Patriot Act, APCI FCU must have a complete physical address for the Beneficiary.

Further, for your protection, all wire requests not made in person will NOT be processed until ID verification has been completed. This may cause a delay if we do not have your signature on file or if we are unable to contact you.

Wire Transfer Requests must be received in writing by 4:00 pm EST to be initiated the same day. A processing fee for wires will be applied per the current Rate and Fee Schedule.

I authorize APCI Federal Credit Union to debit my account for the wire requested above. I acknowledge that the origination of this wire must comply with the provisions of the U.S. Law. I understand that additional fees may be deducted from my wire by other institutions upon posting final credit and that APCI Federal Credit Union shall not be held liable for such charges. By signing you acknowledge that you have reviewed and agreed to the APCI Wire Transfer Disclosure.

| | |
|------------------|---------------------------------------|
| Member Signature | Phone Number Where You can be Reached |
| _____ | _____ |

Credit Union Representative Signature
