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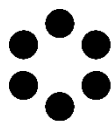
## WIRE TRANSFER AGREEMENT

By signing a Domestic Wire Transfer Request ("Wire Transfer Request") or requesting or authorizing a representative of yours to initiate a wire transfer request, you agree to the terms and conditions of this Wire Transfer Agreement ("Agreement"). This Wire Transfer Agreement between Penlanco Federal Credit Union ("Credit Union") and Member and its authorized agents (hereafter "Member") governs the origination and receipt of wire transfers on behalf of the Member. This Wire Transfer Agreement and the applicable Membership and Account Agreement shall apply to each funds transfer as defined in Article 4A of the Uniform Commercial Code ("UCC Article 4A") and as covered by Regulation J of the Board of Governors of the Federal Reserve System ("Regulation J").

- Definitions.** UCC Article 4A and Regulation J establish a comprehensive legal framework covering the duties, responsibilities and liabilities of all parties involved in a funds transfer. Using the Credit Union to send or receive wire transfers shall constitute acceptance of this agreement. The party whom the Member is transferring the funds to is the "Beneficiary." The bank or financial institution at which the Beneficiary maintains the account to which the funds are being transferred or the bank disbursing the funds to the Beneficiary is the "Beneficiary Bank." The entire series of transactions, commencing with the request for a wire transfer, up until and including the payment to the Beneficiary shall be referred to as a "funds transfer" or "wire transfer".
- Service Description.** The Credit Union offers a wire transfer service that enables Members to transfer funds by wire from specific Member account(s) to any other account(s) specified by the Member, whether such accounts are at the Credit Union or another financial institution. Members may initiate a funds transfer by contacting the Credit Union in the manner the parties mutually agree whether such requests are written, oral, or by approved electronic delivery methods. The Credit Union offers a service for sending outgoing funds transfers from Member accounts in accordance with the terms and conditions of the Domestic Wire Transfer Request form. The Credit Union will, subject to the terms and conditions set forth in the Authorization, send the funds transfer in accordance with the instructions outlined by the Member.
- Wire Transfer Business Days & Cutoff Times.** Wire transfers occur on non-holiday weekdays (Monday through Friday) only. The Credit Union's wire-transfer cut-off time is 3:00 PM Eastern Time. Payment orders received after the applicable cut-off times may be treated as having been received on the next business day and processed accordingly. Wire requests may be subject to further review which may cause a delay or cancellation of the request.
- Fees.** The Credit Union may charge an account(s) for the amount of any funds transfer initiated by any person authorized to the account from which the funds transfer is to be made, any Wire Transfer Fees and any additional applicable fees for wire transfers set forth in the Credit Union Fee Schedule. All fees are subject to change from time to time at the discretion of the Credit Union.
- Rejection of Credit Union's Transfer Request.** If the Credit Union receives notice that a wire transfer transmitted by the Credit Union has been rejected, the Credit Union shall notify the Member of such rejection, including the reason given for rejection by telephone, electronic message, or U.S. Mail. The Credit Union will have no further obligation to transmit the rejected wire transfer if it complied with this Agreement with respect to the original transfer request.
- Cancellation.** Penlanco FCU cannot guarantee cancellation once the wire has been processed. Penlanco FCU will submit a reversal request to the beneficiary's financial institution and make every attempt to retrieve the funds; however, there is no guarantee that the funds will be returned. Once received by the beneficiary and/or beneficiary's financial institution, the reversal of the wire is at the discretion of the beneficiary's financial institution. Penlanco FCU cannot guarantee the response time of the beneficiary's financial institution, and fees may be assessed by other financial institutions if the reversal request is successful.
- Internet Gambling Transactions Prohibited.** Member may not use any of these services to initiate any type of electronic gambling transaction through the Internet.
- Member Indemnity.** The Member shall be liable to the Credit Union for and shall indemnify and hold the Credit Union harmless from any and all claims, causes of action, damages, expenses (including reasonable attorney's fees and other legal expenses), liabilities and other losses resulting from acts, omissions, by the Member or any other person acting on the Member's behalf, including without limitation: (i) a breach by the Member of any provision of this Agreement; (ii) the Credit Union debiting or crediting the account of any person as requested by the Member; (iii) the failure to act or the delay by any financial institution other than the Credit Union; and (iv) the Credit Union accepting any verbal,

written or electronic wire transfer requests without the signature or proper identification of Member or Member's representative requesting the transfer.

9. **Credit Union Liability.** The Credit Union shall be responsible only for performing the wire transfer services provided in this Agreement and should be liable only for its negligence or willful misconduct in performing the services. The Credit Union shall not be liable for acts or omissions by the Member or any other person; including without limitation any wire transfer system, any Federal Reserve Bank, any Beneficiary Bank, and any Beneficiary, none of which shall be deemed the Credit Union's agent. Without limitation, the Credit Union may be excused from delaying or failing to act if caused by illegal constraint, interruption of transmission or communications facilities, equipment failure, war, emergency conditions, strikes or other circumstances beyond the Credit Union's control. In no event shall the Credit Union be liable for any consequential, special, punitive or indirect losses or damages incurred relating to this Agreement, including without limitation, subsequent wrongful dishonor resulting from the Credit Union's acts or omissions.
10. **Security Procedures.** When a Wire Transfer Request is issued by a Member, the Credit Union's security procedure may involve use of identification methods that may include photo identification requirements, signature verification, data/password verification, use of a personal identification number, and callback procedures. In addition, the Credit Union may but is not required to take additional actions to those selected to verify the identification of the Member or its agents, or to detect any error in the transmission or content of any wire transfer request. The security procedures established hereunder are commercially reasonable and Member agrees to comply in all respects with such procedures. If we are unable to verify your identity, to our satisfaction, within two (2) business days after the intended process date of the wire request, we reserve the right to cancel the wire request without supplying notice to you that the request has been cancelled.
11. **Inconsistent Data and Rejections by Credit Union.** If a wire transfer request indicates an intermediary bank or Beneficiary Bank inconsistently shown by name and identifying number, the execution of the wire request may be based solely upon the number even if the number identifies a bank different from the named bank or a person who is not a bank. If a wire transfer request describes a Beneficiary inconsistently by name and account number, payment might be made to the Beneficiary Bank solely upon the account number even if the account number identifies a person different from the named Beneficiary. Member's obligations shall not be excused in these circumstances. The Credit Union shall reject any transfer request or incoming wire transfer which does not conform to the limitations, security procedures, or other requirements set forth in this Agreement, such as availability of funds on deposit. The Credit Union may reject, except when prohibited by law, at its sole discretion, any transfer request it receives from the Member for any reason. The Credit Union shall notify the Member of the Credit Union's rejection of the transfer request by telephone, electronic message, or U.S. Mail. The Credit Union will comply with regulations issued by the U.S. Treasury's Office of Foreign Asset Control (OFAC) any transfer request that is to an entity listed on OFAC's list of specially designated nationals and blocked persons by law the Credit Union shall not complete the transfer and shall "block" the funds until such time OFAC issues a written release to the Credit Union. The Credit Union shall have no liability to the Member as a result of Credit Union's rejection of any transfer request or internal transfer if it complies with the terms of this Agreement.
12. **Notice of Errors.** All transfers will appear on the Member's regular account statement. It is the Member's obligation to examine the statement for any discrepancy concerning any Wire Transfer. If the Member fails to notify the Credit Union of any such discrepancy within fourteen (14) days after the Member received the statement or other sufficient information to detect such discrepancy, the Credit Union shall not be liable for and the Member shall indemnify and hold the Credit Union harmless from any loss of interest with respect to the Wire Transfer and any other loss which could have been avoided had the Member given such notice. Within sixty (60) days after notification has been received that the Wire Transfer has been executed, the Credit Union must be notified of any errors, delays or other problems related to the order. If the Member fails to notify the Credit Union within sixty (60) days after receiving the statement, the Member is precluded from any claim against the Credit Union. In the event that the funds transfer is delayed or erroneously executed, and a loss is suffered as a result of the Credit Union's error, its sole obligation is to pay or refund such amounts as may be required by applicable law. If the Credit Union becomes obligated under Article 4A to pay interest, 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.
13. **Governing Law.** The transactions contemplated by this agreement shall be governed by the laws of the state of Pennsylvania and UCC Article 4A. If transmitted through the Federal Reserve, wire transfers will be governed by Federal Reserve Regulation J. In the event of a dispute under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.



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## DOMESTIC WIRE TRANSFER REQUEST

SECTION 1: Member Information		
Member Name and Address:	Daytime Phone:	Member Number:
		<input type="checkbox"/> Savings <input type="checkbox"/> Checking
	E-Mail:	
Amount of Wire:	Purpose of Wire:	Date:

SECTION 2: Beneficiary Bank Information	
Name of Beneficiary Bank:	ABA Routing Number (9 digits):
Complete Address of Beneficiary Bank:	
Intermediary Bank (if applicable):	Intermediary Bank ABA Routing Number:

SECTION 3: Beneficiary/Recipient Information	
<b>IMPORTANT:</b> Penlanco FCU recommends you verify the Beneficiary account number and Beneficiary's bank identification number directly with the Beneficiary (not through e-mail). Inaccurate information could cause you to lose the transfer amount.	
Beneficiary Name:	Beneficiary Account Number:
Complete Address of Beneficiary:	
Additional Payment Information:	

SECTION 4: For Further Credit to (Final Credit)	
Account Name:	Account Number:
Additional Payment Information:	

#### SECTION 5: Special Instructions

#### SECTION 6: Member/Joint Owner Acknowledgement and Instructions

After completing the Wire Transfer Request, and therefore agreeing to the terms of the Wire Transfer Agreement, return the form to Penlanco FCU using one of the following methods:

- Return in person to 630 Delp Rd, Suite C, Lancaster, PA 17601 during regular business hours
- Return in person to 131 E Grant St, Lancaster, PA 17601 during regular business hours
- Scan the Wire Transfer Request and upload it to the Secure Messaging from within the Online Banking that is associated with the member number on this request.

Sign, date, and include a clear and current copy of state/government issued picture identification.

By signing this form, I acknowledge receipt of the Wire Transfer Agreement, and understand and have agreed to the terms of the Wire Transfer Agreement between myself and Penlanco FCU. I agree to the Domestic Wire Fee as disclosed in the Fee Schedule.

Member/Joint Owner Signature

Date

X

#### CREDIT UNION USE ONLY:

☐ Valid ID Presented

☐ Verification of Collected Funds

☐ Additional Authentication Methods (explain):

☐ Funds Withdrawn

☐ Fee Charged

Initiated by: \_\_\_\_\_

Approved by: \_\_\_\_\_

Date/Time Sent: \_\_\_\_\_