



## FUNDS TRANSFER AUTHORIZATION AGREEMENT (Wire Transfers)

This Funds Transfer Authorization Agreement contains the terms that will apply to all funds transfers that involve you and RTN Federal Credit Union (hereinafter “we”, “us” or “our”). Using us to send or receive funds transfers shall constitute your acceptance of all of the terms and conditions contained in this Funds Transfer Authorization Agreement.

### 1. FUNDS TRANSFER DEFINITION

This Funds Transfer Authorization Agreement applies to funds transfers as defined in the Article 4A of the Uniform Commercial Code (Chapter 106 of the Massachusetts General Laws) and Subpart B of Regulation J of the Board of Governors of the Federal Reserve.

### 2. ACCEPTANCE OF PAYMENT ORDERS AND AGREEMENT

In general, we will accept payment orders only if you have signed a Wire Transfer Request Form, have a sufficient withdrawable balance on deposit in the appropriate account to execute the payment order, and produce valid identification. Once you have signed a Wire Transfer Request Form, we will accept funds transfer requests from you in person, by fax or through our Online Banking system, provided our security procedures are followed. We will not follow any funds transfer instructions that violate the terms of this agreement.

### 3. AUTHORIZATION TO INITIATE FUNDS TRANSFER

We 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. Any changes to information provided by you shall be effective only at such time as we have had a reasonable opportunity to act after receipt of written notice from you. We shall have no liability for losses caused by your failure to notify us of changes to authorized individuals.

### 4. AUTHORIZATION TO CHARGE ACCOUNT

We shall have the right to charge the amount of any funds transfer request to any of your accounts with us 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 funds transfer request.

### 5. FEES

We may charge a fee for services relating to the sending or receiving of the funds transfer request. Such charge(s) are set forth in our schedule of fees, which was previously provided to you and which is incorporated by this reference. We may change the schedule of fees at anytime with any changes to be come effective at least 30 days after written notice of the changes are mailed to you. If wiring instructions you provide are incorrect and the wire transfer is returned to us for any reason, you can provide us with the correct information that will permit us to execute the payment order again, but in such a case you will be charged an additional fee. We make no warranties with respect to fees charged by other financial institutions with respect to your payment orders.

### 6. SECURITY PROCEDURES

We may establish, from time to time, security procedures to verify the authenticity of a payment order. Security procedures may involve use of identification methods such as asking qualifying questions, photo identification, signature verification, and/or call back procedures by our employee. 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 acknowledge that the security procedures described to you are commercially reasonable. You agree that the authenticity of payment orders may be verified using the described security procedure unless you notify us in writing that you do not agree to that security procedure. In that event, we shall have no obligation to accept any payment order from you or other authorized parties on the account until you and we agree, in writing, on an alternate security procedure.

### 7. OUTGOING WIRE REQUESTS BUSINESS DAY AND CUTOFF TIMES

We may establish or change cut-off times for the receipt and processing of funds transfer requests, amendments, or cancellations. Unless other times are posted for the various types of funds transfers, the cut-off time for wire transfers will be at 11:30 a.m. Eastern Time on each weekday that we are open, excluding holidays. 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.

### 8. OUTGOING REQUEST CANCELLATIONS AND/OR AMENDMENTS

You shall have no right to cancel or amend a funds transfer request after we have received it. However, we shall make a reasonable effort to act on your request for cancellation or amendment of a funds transfer request prior to the time that we execute such transfer, but we shall have no liability if such cancellation or amendment is not effected. You must notify us immediately in person or by telephone for cancellations or amendments. All cancellations or amendments will be subject to the same identification procedures used when initiating a funds transfer request. Under no circumstances will we be liable to you for cancellations or amendments acted upon by us after execution of your original funds transfer request. You agree to reimburse us for any costs, losses, or damages, including reasonable attorney’s fees, we incur in connection with your cancellation or amendment request.

# FUNDS TRANSFER AUTHORIZATION AGREEMENT

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## 9. FEDWIRE AND CHOICE OF LAW

If you send or receive a funds transfer, Fedwire may be used. Your right 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 Circulars. Where none of the above stated rules apply, the transactions contemplated by this Agreement shall be governed by the laws of the Commonwealth of Massachusetts, including Article 4A of the Uniform Commercial Code.

## 10. IDENTIFICATION OF BENEFICIARY

If you give us 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 number, even if the number identifies a person different than the named beneficiary. This means that you will be responsible to us if the funds transfer is completed on the basis of the identifying account number you provided us.

## 11. IDENTIFICATION OF INTERMEDIARY OR BENEFICIARY'S BANK

If you give us 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.

## 12. NOTICE OF RECEIPT OF FUNDS TRANSFER

If we received a funds transfer for you or for other persons authorized to have access to your account, you agree that we are not obligated to provide you with next day notice of the receipt of the funds transfer. We will provide you with notification of the receipt of all funds transfers by including such items in the periodic account statements that we provide. You may, of course, inquire between receipt of periodic statements, whether or not a specific funds transfer has been received.

## 13. INTEREST RATE

If the Credit Union becomes obligated under Article 4A (Chapter 106 of the Massachusetts General Laws) to pay interest 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 with us to which the funds transfer should have been made or from which the funds transfer was made. Dividends will begin accruing on the day the refund or re-credit is due.

## 14. REJECTION OF FUNDS TRANSFER

We may, in our sole discretion, reject any funds transfer request which: (1) exceeds the collected and available funds on deposit in your designated account(s); (2) is not authenticated to our satisfaction or which we reasonably believe 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 we shall incur no liability to you or to third parties for any loss occasioned by our refusal to accept any funds transfer order.

## 15. NOTICE OF REJECTION OF A FUNDS TRANSFER

In the event we reject an outgoing funds transfer request or an incoming funds transfer, we shall provide notice of such rejection to you, or an authorized individual, orally or in writing by the end of the next business day that such funds transfer would otherwise have been executed by us.

## 16. TRANSACTION LIMITATIONS

No more than six preauthorized, automatic, or telephonic transfers may be made from your savings account or money market deposit account to another account with us or to a third party in any calendar month, and no more than three of these six transfers may be made by check, draft, debit card, or similar order payable to a third party. If you exceed, or attempt to exceed, these transfer limits, the excess transfer requests may be refused or reversed, a fee may be imposed on the excess transfer requests, and we may reclassify or close your account. Transfers initiated by telephone or online must be counted among the six monthly transfers, except that there are no limits on the number of withdrawals paid directly to you when initiated by mail, telephone or messenger. There are no limits on the number of withdrawals if initiated in person.

## 17. CURRENCY DENOMINATION

If you initiate a funds transfer request denominated in United States dollars for transfer to a foreign country, we or our agent may transfer payment in the currency of the beneficiary bank's country at our or our agent'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 us. Foreign transfers may be subject to delays, charges imposed by other financial institutions, and/or changes in foreign currency exchange rates.

# FUNDS TRANSFER AUTHORIZATION AGREEMENT

## 18. RISK OF LOSS

Except as expressly prohibited by applicable state and federal laws and regulations, you understand and agree that we will not be liable for any loss or liability arising from: (1) any unauthorized or erroneous transfer or interest thereon (including, but not limited to, fraudulent transfers and/or a transfer which we failed to abide by the agreed upon security procedures) which you fail to report to us within sixty (60) days after we send you your periodic statement identifying the funds transfer; (2) any negligent or intentional action or inaction on the part of any person not within our 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; (5) any ambiguity or inaccuracy in any instruction given to us by you or your authorized agent; (6) any error, failure or delay in execution of any funds transfer instruction, or cancellation or amendment caused by circumstances beyond our reasonable control, including, but not limited to, any computer or communication facilities malfunction; or (7) changes in foreign currency exchange rates.

## 19. LIMITATION OF LIABILITY

Except as otherwise provided by applicable state or federal laws or regulations, our liability for any negligent or intentional action or inaction in connection with any funds transfer request shall be limited to your direct loss and payment of dividends. UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR ANY LOST PROFITS, CONSEQUENTIAL, INDIRECT, AND PUNITIVE OR SPECIAL DAMAGES THAT YOU MAY SUFFER IN CONNECTION WITH THIS AGREEMENT AND/OR ANY FUNDS TRANSFER REQUEST.

## 20. IMPOSSIBILITY OF PERFORMANCE

We will not be liable for failure to comply with the terms of this agreement caused by legal constraint, interruption or failure of transmission and/or communications facilities, war, emergency, labor dispute, act of nature, or other circumstances beyond our control.

## 21. INDEMNIFICATION

You hereby indemnify us, our agents, and employees against any loss, liability, or expense (including attorney's fees) resulting from or arising out of any claim by any person in connection with any matters subject to this agreement, except where applicable law precludes your notification.

## 22. TERMS OF 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 agreement or terms of account. If any term of this agreement is held to be invalid, illegal, or unenforceable, the other agreement terms shall not be affected.

## 23. INCORPORATION BY REFERENCE

You agree that our *Deposit Account Agreement* and *Schedule of Fees* are incorporated herein by this reference.

## 24. AGREEMENT TO AMENDMENT OF TERMS

Subject to applicable state and federal laws and regulations, we may amend the terms of this agreement at any time. You will be notified of any amendments. By thereafter using or continuing to use our funds transfer services, you agree to such amendments.

## 25. TERMINATION

We may terminate this agreement at any time by giving written or oral notice to you. Unless terminated by us, this agreement shall remain in effect until we receive written notice of termination from you and has been afforded a reasonable opportunity to act on such notice. You may not assign this agreement to any other party.

## 26. GOVERNING LAW

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 Commonwealth of Massachusetts, notwithstanding any conflict of laws doctrines of such state to the contrary.

©RTN Federal Credit Union  
600 Main Street  
Waltham, MA 02452  
1-800-338-0221

*Effective May 27, 2010*



# FOREIGN WIRE TRANSFER ORDER

Wire Instructions (Please print clearly)	
Date	
Member Name	
Street Address	
City, State, ZIP Code	
Account Number	<input type="checkbox"/> Savings <input type="checkbox"/> Checking <input type="checkbox"/> Money Market (\$300 min.)
Home Telephone	
Work Telephone	
Social Security Number	
Mother's Maiden Name	
Originating Currency Type	<input type="checkbox"/> US Currency <input type="checkbox"/> Other
Amount	\$_____ in US currency
Point of Currency Conversion	<input type="checkbox"/> Convert US currency to the foreign currency prior to sending the funds to the receiving foreign bank <input type="checkbox"/> Send US currency to the receiving foreign bank
Correspondent Bank Name (If applicable)	
Correspondent Bank ABA/R&T	
Receiving Bank Name	
Receiving Bank ABA	
Receiving Bank Address	
Bank Code	
SWIFT Number	
Fee (to be completed by RTN FCU)	
Beneficiary	
Name	
Address	
Account Number or IBAN	
Instructions	
Member Authorization	
I authorize this funds transfer and agree to the <i>Funds Transfer Authorization Agreement</i> .	
_____	
<i>Member Signature</i>	
RTN Federal Credit Union Use Only	
CU Employee Accepting Order	_____
Wire sent by	_____
Date	_____
Time	_____