

## **WIRE TRANSFER AGREEMENT**

In this Wire Transfer Agreement (Agreement), the term, "you," means the Account Owner(s) who electronically provides his or her consent to and agreement with this Agreement. The word "account" means any account (share ID) or accounts (share IDs) residing under the above designated member account number on this Agreement and Addendum.

This Agreement will govern domestic wire transfer requests made through Internet Banking. This Agreement is not an order to execute a wire transfer. Separate instructions for each wire transfer will be required. All accounts (share IDs) can fund wire transfer requests, except where prohibited by law.

HVCU will use internal security measures to validate wire transfer requests in accordance with current procedures, which are subject to change.

Wire transfer requests are limited to \$250,000.00 daily, in aggregate, and \$1,000,000 monthly in aggregate. These amounts are subject to change. Wire transfer requests that exceeding such limits will not be honored online, but may be requested by calling 845.463.3011 or visiting a branch location.

Upon receipt of Account Owner's written request, HVCU will discontinue this Agreement and no wire transfer requests will be honored.

Wire transfers are subject to section 4a of the Uniform Commercial Code as enacted in the State of New York.

## WIRE TRANSFER ADDENDUM

This Wire Transfer Addendum (the "Addendum") to the Internet Banking Disclosure and Agreement and the Wire Transfer Agreement (collectively hereinafter referred to as the "Agreement") sets forth the terms and conditions that will govern your use of our wire transfer services ("Wire Service"), which will allow you to perform certain funds transfers via wire.

- 1. Scope; Definitions.** By electronically indicating your consent to and agreement with this Addendum and through the use of the Wire Service, you agree to be bound by the terms and conditions hereof. It is understood and agreed that this Addendum shall supplement and is hereby incorporated into the Agreement. Unless otherwise defined herein, capitalized terms have the meanings ascribed to them in the Agreement. Any reference to "we", "us", or "HVCU" shall refer to Hudson Valley Credit Union, and any reference to "you" or the "Company" shall refer to the individual or entity who electronically indicates their consent to and agreement with this Addendum. UCC Article 4A and Regulation J, as enacted in the State of New York, establishes a comprehensive legal framework covering the duties, responsibilities and liabilities of all parties involved in a funds transfer. Using HVCU to send or receive wire transfers shall constitute acceptance of UCC Article 4A and Regulation J. The party whom you transfer funds to is the "Beneficiary." The credit union or bank at which the Beneficiary maintains the account to which the funds are being transferred or the credit union or bank disbursing the funds to the Beneficiary is the "Beneficiary Bank." Then 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 "funds transfer" or "wire transfer."
- 2. Wire Service.** You must access the Wire Service through our Internet Banking service, unless we agree otherwise. Wires initiated outside of Internet Banking (e.g. by email, fax, or in person) will be subject to the applicable terms of the Agreement and the terms of this Addendum. From time to time, you may initiate wire transfers, and you are requesting that we act upon your instructions and facilitate such transactions (each a "Payment Order"). The word "account" means any account (share ID) or accounts (share IDs) residing under the above designated member account number on this Addendum.
- 3. Processing Payment Orders.** We will process Payment Orders based solely upon information received from you. We may, at our discretion, process Payment Orders through any commercially reasonable funds transfer system, which includes, without limitation, the Federal Reserve Bank System (Fedwire) or SWIFT. Any Wire Transfer Service shall be governed by Subpart B of Regulation J promulgated by the Federal Reserve Board if all or any part of the funds transfer is made through Fedwire. In the case where we are the Beneficiary's credit union, we may simply debit and credit the appropriate accounts as requested in the authorized Payment Order.

If a Payment Order indicates an intermediary bank or credit union or a Beneficiary's bank or credit union inconsistently by name and identifying number, execution of the Payment Order may be based solely upon the number, even if the number identifies a bank or credit union different from the named bank or credit union or a person who is neither a bank or credit union. If a Payment Order describes a Beneficiary inconsistently by name and account number, payment may be made based solely upon the account number, even if the account number identifies a person different from the named Beneficiary. Your obligations shall not be excused in these circumstances. You agree to not issue a Payment Order that instructs us to execute the Payment Order on a Business Day that is later than the Business Day on which the Payment Order is received by us, and we may execute any Payment Order on the Business

Day of its receipt even though it specifies a later execution date, unless we agree to follow such instructions. You acknowledge that any Payment Order executed by us will be subject to rules and regulations applicable to payment orders generally, including record keeping and information transmittal requirements under the federal Bank Secrecy Act and its implementing regulations. You acknowledge and agree that we may capture and transmit information regarding you (for example, your name, address and account number) and regarding any Beneficiary (for example, the Beneficiary's name, address, account number, and other Beneficiary identifiers) as part of the processing of a Payment Order. You agree to assist us in connection with any requirements imposed on us in fulfilling our obligations in this regard.

We will comply with regulations issued by the U.S. Treasury's Office of Foreign Assets Control ("OFAC"). If any Payment Order is to an entity listed on the OFAC's list of Specially Designated Nationals and Block Persons, by law we shall not complete the transfer and shall "block" the funds until such time OFAC issues a written release to us.

4. **Rejection and Delay of Payment Orders.** We may decline to execute a Payment Order for any reason, including but not limited to our belief that the Payment Order (a) was not initiated in accordance with our procedures for such orders, (b) would result in a charge against funds that are deemed by us not to be collected or sufficient funds, (c) inaccurately describes the Beneficiary or the Beneficiary's credit union or bank, (d) is ambiguous, (e) is conditional, (f) has been cancelled or amended, (g) contains the name of an individual appearing on any federal government issued list such as the OFAC list or lists in connection with the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT ACT) Section 326 regulations, or (h) cannot be executed because of equipment failure. Our rejection of a Payment Order is effective when given if the notice of rejection is given by the same means the Payment Order was transmitted to us or by any other means that is reasonable under the circumstances.

We shall be responsible only for performing the Wire Services provided in this Addendum and shall be liable for our gross negligence or willful misconduct in performing the Wire Services. We will not be responsible for your acts or omissions or for 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 our agent. We will not be responsible only for failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions, or other circumstances beyond our control. In no event shall we be liable for any consequential, special, punitive or indirect losses, lost profits, or damages incurred relating to this Addendum, including without limitation, subsequent wrongful dishonor resulting from our acts or omissions. In addition, we shall be excused from failing to accept, execute or settle a Payment Order if such would result in us exceeding any limitation upon our intraday net funds position of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. or state governmental regulatory authority.

5. **Indemnity.** You shall be liable to us for and shall indemnify and hold us harmless from any and all claims, causes of action, damages, expenses (including reasonable attorneys' fees and other legal expenses), liabilities and other losses resulting from acts, omissions, by you, including, without limitation: (i) your breach of any provision of this Addendum; (ii) our debiting and crediting the account of any person as requested by you; (iii) failure to act or the delay by any financial institution other than us; and (iv) our accepting any verbal, written or online wire transfer requests without the signature or proper identification of you or your authorized representative requesting the transfer.

6. **Cut-Off; Transmittal Information.** All Payment Orders must be received by us before the local times listed below and in time to reasonably effect the transaction. Payment Orders received after these times will be treated as being received on, and may be executed on, the following Business Day. Times may vary at our reasonable discretion.

Domestic Wire Transfer Cutoff Time: 2:00 PM Eastern Time Zone

7. **Amendments and Cancellation.** You may not be able to amend or cancel a Payment Order after it has been received by us. We may at our discretion use reasonable efforts to act on your request for amendment or cancellation, but will not be liable if we fail to act upon such a request. To the extent we are able to act on your request for amendment or cancellation, the effect of a cancellation of a Payment Order is to treat the Payment Order as never having been issued by you and the effect of an amendment of a Payment Order is to treat the Payment Order as originally having been issued in the amended form. Furthermore, you will indemnify and hold us harmless from any and all liabilities, costs and expenses we may incur in our amendment or cancellation efforts.
8. **Rejection.** If we receive notice that a wire transfer request transmitted by us has been rejected, we shall notify you of such rejection, including the reason given for rejection by telephone, electronic message or U.S. Mail. We shall have no further obligation to transmit the rejected wire transfer if we complied with this Addendum with respect to the original transfer request.
9. **Overdrafts.** If an overdraft in your applicable account(s) occurs, you agree to pay us on demand an amount equal to the overdraft together with our normal charges for overdrafts and costs of collection, including reasonable attorneys' fees. If more than one Payment Order is made at or about the same time, and the available funds on deposit in the account do not cover all of the Payment Orders, we may, at our option, execute as many Payment Orders as possible within the dollar limits of the available funds in any order determined by us.
10. **Incoming Wires.** You request us to accept incoming wires. We have the right, in our absolute discretion, to reject incoming funds transfers without notice to you or any liability therefore. If you request, we will notify you of incoming transfers in any manner that we deem acceptable within a reasonable time following the receipt of such transfer. However, we assume no liability (including interest or attorneys' fees) for failure to give such notice.
11. **Payment to Credit Union.** You agree to pay us with available and collected funds on deposit for the amount of the Payment Order plus any current fees as listed in our Fee Schedule at the time we execute a wire transfer or internal transfer. We shall be entitled to request cancellation of the transfer, or to undertake any other legal means to collect the amount of the transfer if unable to cancel, including exercise of right of offset as detailed in our deposit agreement, if you fail to pay in accordance with this Addendum
12. **Errors.** You agree to notify us in writing of any error, unauthorized transfer or any other discrepancy ("Error(s)") within ten (10) calendar days from the date we first notify you of the transfer whether by confirmation, debit invoice, periodic statement, or other means. If you fail to notify us within that period, you will be precluded from asserting the Error(s) against us. We otherwise have no duty to detect Error(s), and you are obligated to pay for all Payment Orders despite any Error(s).

13. **Security Procedures.** To prevent unauthorized access to your accounts, you agree to protect and keep confidential your account number, online username and passwords, and any other items of personal information that we may utilize to confirm your identity, from any person not authorized to access your accounts. This responsibility includes, without limitation, utilizing up to date web browsers and the best commercially available encryption, antivirus, anti-spyware, and internet security software. You acknowledge and agree that the security procedures used by us listed below are commercially reasonable.

In some cases we may take additional actions to those listed in the security procedures listed below to verify the authenticity or detect an error in a Wire Service request. Any of these additional actions will not be considered part of this Addendum and may only be used periodically.

If you disclose your account numbers, username(s), or password(s) to any person(s) or entity, you assume all risks and losses associated with such disclosure. If you permit any other person(s) or entity to use your account to request Wire Services or to access or use your account number(s), user name(s), password(s), or other means to access your account(s), you are responsible for any transactions and activities performed from your account(s) and for any use of your personal and account information by such person(s) or entity.

If you believe someone may attempt to use or has used the Wire Service without your permission, or that any other unauthorized use or security breach has occurred, you agree to immediately notify the Risk Mitigation Department at 845.463.3011, option 1 extension 3900.

14. **Overages.** If we receive a Payment Order to pay you, and 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 amount of the Payment Order, regardless of whether you may have some claim to the excess amount against the originator of the Payment Order.
15. **Data Retention.** You shall maintain records of each Payment Order for five (5) years following the requested transfer date, and you agree to provide such records to us upon request.
16. **Other.** If you wish to process a Payment Order by fax, email, or in person instead of through Internet Banking, you may do so by providing us with the necessary signed agreements that we may require from time to time. We reserve the right to amend this Addendum upon thirty (30) days' written notice to you. You may not use any of these services to initiate any type of electronic gambling transaction through the internet.
17. **Termination.** Either party may terminate this Addendum with or without cause by giving thirty (30) days' prior written notice. Notwithstanding the foregoing, we may terminate this Addendum immediately at any time upon notification to you, if (i) we have a reasonable concern about a funds transfer or a possible loss that might be suffered by us, (ii) you have breached or may breach this Addendum, or (iii) we become aware of information which may indicate illegal or improper transactions.
18. **Governing Law; Jurisdiction.** All matters relating to this Addendum shall be governed by, and construed and interpreted according to federal law and the internal laws of the State of New York (without reference to conflicts of law rules, other than those found in Article 4A-507). Any action arising out of

or relating to this Addendum shall be litigated in, and only in, courts located in Dutchess County in the State of New York and the parties hereby submit to the exclusive jurisdiction of such courts and agree they are a convenient forum. EACH PARTY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THIS ADDENDUM.

### **SECURITY PROCEDURE**

The following sets forth the Security Procedure with which you agree to comply when using the Wire Service. You agree that the security procedure set forth below is commercially reasonable.

For Online, Telephone, and In-Person Requests, you agree that you have sole responsibility for the security of the Authentication Information, PIN and challenge question and agree to hold us harmless for complying with Wire Service instructions as long as we perform the security procedures outlined below. You agree to take reasonable steps to maintain the confidentiality of any passwords, codes, security devices, and related instructions provided by HVCU. If you believe or suspect that any such information has been accessed by an unauthorized individual, you will verbally notify HVCU immediately, followed by written confirmation. The occurrence of such notification will not affect any transfers made in good faith by HVCU prior to the notification and within a reasonable time period to prevent unauthorized transfers.