

# NOVARTIS FEDERAL CREDIT UNION

## Wire Transfer Request Agreement

The following rules shall apply to wire transfer services provided by Novartis Federal Credit Union. As used in the Wire Transfer Request Agreement, the words "us," "we" or "our" shall apply to and mean "Novartis Federal Credit Union". The words "I", "you" and "your" shall apply to and mean the member and all owners listed on the account that have requested or utilized the wire transfer services stated herein. This Wire Transfer Agreement supersedes any inconsistent terms contained in Novartis Federal Credit Union's member account agreements and any previous Wire Transfer Notice and/or Agreements.

Any accountholder signature on this agreement allows that all owners of the account have authorization to perform wire transfer transactions provided the security procedures listed in this agreement are followed.

You agree to be bound by the terms and conditions found within your application for membership and to the bylaws, rules and regulations of Novartis Federal Credit Union in effect from time to time. You further acknowledge receiving a copy of the "agreements and Disclosures" related to your account(s) and you agree to be bound by the terms and conditions found therein.

### Acceptance of Payment Orders

In general, we will accept payment orders only if you have signed a Wire Transfer Request form, have a sufficient drawable balance on deposit in the appropriate account to execute the payment order, and produce valid identification. Once you have signed a Wire Transfer Request, we will proceed to execute your request, provided our security procedures are followed.

### Security Procedures

Once you have signed a Wire Transfer Request we will review and verify the wire request. We may be required to call you back at the telephone number currently on file with us in our database for verification, and that these numbers had not been changed within the past 30 days of this wire request. If you do not provide us with a current contact number, your request may not be honored. When contacted, you will need to verify some or all of the following information:

- The maiden name of the primary member's mother
- Amount & Date of the last deposit
- The social security number of the primary member
- Amount & Date of the last withdrawal

You hereby acknowledge that the security procedures described are commercially reasonable and that you have selected the security 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 security procedure.

### Impossibility of Performance

The credit union will not be liable for failure to comply with the terms of a wire transfer 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 the 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.

### Funds-Transfer Business Day

Funds transfers occur on non-holiday weekdays (Monday through Friday) only. Novartis Federal Credit Union's funds-transfer business hours are 8:00 AM. To 3:00 P.M. for domestic wires. Faxed wire request must be received prior to 3:00 P.M. Payment orders are executed as soon as possible after received; therefore, you should notify us immediately in writing if you wish to cancel or modify wire instructions.

### Account Limitations

It is the policy of Novartis Federal Credit Union to accept funds transfers from your share account (s), share draft, and money market account.

### Fees

We will charge you a fee of \$15.00 for each domestic wire you give to us. If wiring instructions you provide are incorrect and the wire transfer is returned to us for any reason, you may be subject to a wire return fee of \$20.00. Novartis Federal Credit Union makes no warranties with respect to fees charged by other financial institutions with respect to your payment orders.

### 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 I.D. 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 provided 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 provided identifies a financial institution that is different from the named financial institution, unless otherwise provided by law or regulation.

### Limitation of Liability

If we are ever obligated by law to pay interest on the amount of a transfer, you will be paid interest 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 due to a transfer, your damages will be limited to actual damages only. We will not be responsible for incidental or consequential damages, court costs or attorneys fees, unless otherwise provided by law or regulation.

Novartis Federal Credit Union [www.NovartisFCU.org](http://www.NovartisFCU.org) One Health Plaza East Hanover, NJ 07936 (973)947-1000

## Wire Transfer Request Fax (973)947-0996

Members Name: \_\_\_\_\_ Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Credit Union Account#: \_\_\_\_\_ Suffix \_\_\_\_\_

**In-person Request:** A Wire Transfer Request Agreement must be provided to the member. The member's identification must be verified.

I.D. type \_\_\_\_\_ I.D. number \_\_\_\_\_ Expiration date: \_\_\_\_\_ I.D. Verified By: \_\_\_\_\_

**Callback Policy:** Fax/e-mail requests must be verified by calling the member back at their home or work phone number listed in the member's record, and that these phone numbers had not been changed in the past 30 days. If the member is away from these numbers, enter the phone number at which they can be reached. \_\_\_\_\_

Transfer Amt \$ \_\_\_\_\_

Fee \$15.00 Domestic

ABA No. of Receiving Financial Institution \_\_\_\_\_

Name of Receiving Financial Institution \_\_\_\_\_

Address of Receiving Institution \_\_\_\_\_

Beneficiary Name \_\_\_\_\_

Beneficiary Account Number \_\_\_\_\_

Address of Beneficiary \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Further Credit To \_\_\_\_\_ Account Number \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Reference to Beneficiary \_\_\_\_\_

I hereby request that Novartis Federal Credit Union initiate the above wire transfer. I understand and have agreed to the terms of the Wire Transfer Request Agreement (on back) between myself and Novartis Federal Credit Union. I realize that requested wire transfers which are received by Novartis Federal Credit Union later than 3:00 P.M. will be completed the following business day.

Member's Signature \_\_\_\_\_ Date \_\_\_\_\_

<b>Credit Union Use Only</b>
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Employee Signature \_\_\_\_\_ Time Request Taken \_\_\_\_\_

Call Back Verification: Verified by: \_\_\_\_\_ Time: \_\_\_\_\_

Wire Verified by \_\_\_\_\_ Date/Time: \_\_\_\_\_