

**UTILITY DISTRICT CREDIT UNION**

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Oakland, CA 94607 Oakland, CA 94607
510-287-0465 • FAX: 510-287-0528
utility.credit@udcu.org

WIRE TRANSFER REQUEST AND AGREEMENT

Member Information			
Member Name and Address	Member Number	ID Verification	
	Wire Transfer Amount US Dollars _____		
	Contact Phone Number _____		
Recipient/Payee Information			
Name	Account Number		
Address	IBAN Number (For Foreign Countries – if applicable)		
City and State	Country		
Recipient/Payee Financial Institution Information			
Financial Institution Name	ABA Routing/Transit Number		
Address	IBAN/Swift Code/Sort Code		
City and State	Country		
Special Routing Instructions			
Intermediary Financial Institution Information			
Financial Institution Name	ABA Routing/Transit Number		
Address	IBAN/Swift Code/Sort Code		
City and State	Country		
Special Routing Instructions			
I agree my account will be debited for this service. I hereby authorize the Credit Union to transfer funds by wire as shown above. I understand the account shown will be debited for the amount of the wire plus any fees. I agree to hold the Credit Union harmless if the funds are not received and credit due to incorrect or incomplete instructions or information.			
Originator Signature X		Date	
Credit Union Use Only			
Accepted By	Template ☐ Yes ☐ No	Date	Time
Approved/Reviewed By		Date	Time
Amount of Fee		Transaction/Control No.	
Verification of OFAC list – Initials _____		Verification of Collected Funds – Initials _____	Posted By
Request Cancelled By		Cancel Date	Processed By

WIRE TRANSFER AGREEMENT

The Originator requests Utility District Credit Union "Credit Union" to make a one-time wire transfer from the authorized account to the beneficiary's deposit account in the beneficiary's financial institution specified above. Wire transfer requests received by 3:00 PM EST will be processed the same business day. Requests received after 3:00 PM EST may not be processed until the following business day.

The Originator agrees to the following security procedures to be taken by the Credit Union before making the wire transfer requested (1) for requests submitted in person at a Credit Union branch, to check at least one piece of identification of the person making the request to determine if the name of such person on the request is the same as the name on the identification presented to the Credit Union, (2) for requests not submitted in person by Originator at a Credit Union branch, asking a certain "account related" question and obtaining a copy of the requestor's government-issued photo identification to authenticate the identity of the person making the request, (3) for requests not submitted in person by Originator at a Credit Union branch, Credit Union may in its sole discretion call Originator at a telephone number that meets the requirements below, and (4) for requests initiated electronically or for certain phone requests being validated through a Shared Service Center, obtaining a notarized written request from the Shared Service Center including copy of requestor's government-issued photo identification. Additional security procedures or restrictions may apply if the Originator has recently changed the address or telephone number associated with the account. The Credit Union is under no obligation to confirm in any other way the identity of the person originating the request.

The Originator's telephone number the Credit Union will call to confirm a request must meet the following requirements, the telephone number was (1) provided by the Originator at the time the authorized account was opened, (2) a replacement telephone number for the account, provided the Credit Union confirmed the legitimacy of the change through direct contact with the Originator and authenticated the caller by asking a certain "account related" question, (3) a replacement telephone number for the Originator the Credit Union received at least 45 days prior to the date of the request, or (4) if applicable, the telephone number for the Shared Service Center validating the request independently obtained by the Credit Union.

Originator understands the security procedures described are employed only for attempting to determine if the Wire Transfer is not authorized by Originator, and not for the purpose of detecting any errors. Originator agrees to be bound by the Wire Transfer if it is authorized by Originator or if the Credit Union accepts it in good faith and in compliance with the security procedures even if the request is not properly authorized by Originator.

If the Credit Union takes any actions in an attempt to find errors in this request, or if the Credit Union takes any actions in addition to the security procedures described in this agreement in an attempt to determine if the Wire Transfer was authorized by Originator, such actions will not become part of the standard security procedures, and the Credit Union will not be liable if these actions are not correctly performed or for not taking these additional actions with respect to any future requests. By signing the Wire Transfer Request and Agreement, Originator agrees the security procedure used by the Credit Union is commercially reasonable. Originator agrees the security procedures meet the Originator's requirements, given the size, type, and frequency of the Originator's requests to the Credit Union. Originator agrees to safeguard from unauthorized persons any PIN, code, account-related information, password, test key or other identifying information the Credit Union may request when confirming a wire transfer in accordance with the security procedures. In the event the Credit Union telephonically contacts the Originator to confirm a request, the Credit Union will be conclusively deemed to have complied with the security procedures if (1) the telephone number called by the Credit Union meets the requirements set forth above in this agreement, and (2) the individual who answers the Credit Union's telephone call identifies himself or herself as the Originator. If the Originator becomes aware of a breach of the security procedures or a loss of information relating to the Originator, the Originator agrees to immediately notify Credit Union in a time and manner that gives the Credit Union a reasonable opportunity to act upon such notification.

Even though the Originator requests a wire transfer, it may be delayed or the Credit Union may in its sole discretion refuse to process the request because (1) Originator does not have sufficient available funds in Originator's authorized account to cover the wire transfer; (2) is not authenticated to the Credit Union's satisfaction or which the Credit Union reasonably believes may not be authorized by the Originator; (3) contains incorrect, incomplete, or ambiguous information; (4) the financial institution to receive the wire transfer, or through which the wire transfer would cause the Credit Union to violate a law, regulation or government guideline or program. If a request cannot be made or is delayed, the Credit Union will attempt to notify Originator by telephone. If the Credit Union rejects a payment order and fails to notify the Originator, and there were sufficient funds to cover the payment order in the account, then the Credit Union will pay interest that is stated on our regular share savings account as disclosed in the Rate Addendum between the time of rejection of the payment order until the time the Originator receives notice.

The Originator gives the Credit Union a name and identifying number for the financial institution of the person or entity to receive the wire transfer. Originator understands the Credit Union will rely on the number Originator gave even if it identifies a financial institution different from the one Originator named above. If Originator gave the Credit Union a name and an account number for the person or entity to receive the wire transfer, Originator understands the financial institution of that person or entity may rely on the account number Originator gave even if it is not the account of the person or entity who is to receive the wire transfer. The Originator will be responsible to the Credit Union if the funds transfer is complete on the basis of the identifying account number Originator provided to the Credit Union. In addition, the Originator will be responsible for any loss or expense incurred by a receiving financial institution which executes or attempts to execute the payment order in reliance on the identifying number Originator provided.

The Credit Union will determine the Wire Transfer System to be used in making wire transfers and the means by which each wire transfer will be made. If Fedwire is used, the Originator's rights and responsibilities will be governed by Regulation J, Article 4A, and the laws of the state in which our headquarters are located, and as provided by the operating rules of the National Automated Clearing House Association.

When the request is made, the Credit Union will charge the authorized account for the amount of the wire transfer and for the Credit Union's fee for the wire transfer as specified in Fee Schedule for wire transfers of this type and amount. The Credit Union will not make any demand or give Originator any prior notice before charging the authorized account.

The wire transfer will be confirmed on Originator's periodic statement for Originator's authorized account. If Originator learns of any error in a wire transfer or any wire transfer which was not properly authorized by Originator, Originator must notify the Credit Union in writing (or calling us) at the address shown in this agreement. In no case may such notice to the Credit Union be made more than 30 days after the Credit Union's first confirmation of the wire transfer. If the wire transfer is made in error and the Credit Union suffers a loss because Originator failed to notify the Credit Union within the 30 day period, Originator must reimburse the Credit Union for such loss. All inquiries about the wire transfer should be made to the member service number provided above.

The Credit Union will be responsible for making the wire transfer as provided in this request. The Credit Union's only representation and warranties to Originator are in this request. The Credit Union cannot be responsible for the errors, action or failure to act of Originator, or any other person or entity used to make Originator's wire transfers or to transmit information, such as financial institutions, government entities or carriers of communications. These persons and entities are not the Credit Union's agents. The Originator agrees to indemnify, defend and hold the Credit Union harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorney's fees and expenses, arising out of any negligent or intentional action or inaction of the Originator or any third person and/or any breach of this Wire Transfer Request and Agreement.

The Credit Union cannot be responsible for any liability or loss or any delay in making a wire transfer caused by events beyond the Credit Union's control such as fires, earthquakes, wars, riots, power surges or failures, acts of government, labor disputes, communication failures or legal constraints. **The Credit Union will not be liable to the Originator and for special, consequential, indirect, or punitive damages even if a claim is based on tort or contract or Originator or the Credit Union knew in any situation these types of damages were likely.**

This request is the entire agreement between the Credit Union concerning the Credit Union Wire Transfer Request and Agreement. If any provision of this request and agreement is not enforceable, the other provision will still be enforceable. Except as otherwise expressly provided by applicable state and federal laws and regulations, this request and agreement and all transactions initiated hereunder shall be governed by and construed in accordance with the internal laws of the State of California notwithstanding any conflict of laws doctrines of such state to the contrary.