

This Agreement is effective this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between \_\_\_\_\_(Company) and Keesler Federal Credit Union (Credit Union)

New Agreement OR  Modify Existing Agreement

**A. General Business Information**

1	Business/Organization Name:				
2	Primary Method of Sales:	In-person <input type="checkbox"/>	Phone <input type="checkbox"/>	Internet <input type="checkbox"/>	Other (describe): <input type="checkbox"/>

**B. For Domestic (U.S.) Wires Transfers**

1	Will you send domestic wire transfers?	Yes <input type="checkbox"/>	No <input type="checkbox"/>			
2	Frequency of domestic wire transfers:	Daily <input type="checkbox"/>	Weekly <input type="checkbox"/>	Bi-Weekly <input type="checkbox"/>	Monthly <input type="checkbox"/>	Other(describe): <input type="checkbox"/>
3	Average dollar amount per domestic wire transfer:	\$				

**C. For International Wire Transfers**

1	Will you send international wire transfers?	Yes <input type="checkbox"/>	No <input type="checkbox"/>			
2	Where will you send international transfers?					
3	Frequency of international wire transfers:	Daily <input type="checkbox"/>	Weekly <input type="checkbox"/>	Bi-Weekly <input type="checkbox"/>	Monthly <input type="checkbox"/>	Other (describe) <input type="checkbox"/>
4	Average dollar amount per international wire transfer:	\$				

**D. Wire Transfer Operations**

1	Will you allow Free Form wire transfers (instead of using repetitive wires only)?	Yes <input type="checkbox"/>	No <input type="checkbox"/>		
2	Maximum daily dollar limit requested for wire transfer:	\$			
3	Security password or PIN (Token):				

Note: Sufficient funds must be available in the account.

The undersigned agree(s) that Keesler Federal Credit Union may verify business and personal financial information, including credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

The Company warrants and represents that it has provided Keesler Federal Credit Union with the information contained on this Agreement in order to obtain services from Keesler Federal Credit Union, and the Company warrants that this information is true and correct. The terms of the Wire Transfer Agreement are attached. By signing below, you acknowledge receipt of and agree to be bound by the terms of the Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers.

\_\_\_\_\_  
Company

Keesler Federal Credit Union

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
By (Signature)

\_\_\_\_\_  
Printed/Typed Name

\_\_\_\_\_  
Printed/Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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For Credit Union Use Only

Maximum Daily Wire Transfer Limit Approved: \$ \_\_\_\_\_

Approved By: \_\_\_\_\_

Date Approved: \_\_\_\_\_

## **Business Banking -Wire Transfer Agreement Terms**

The Company has requested that Keesler Federal Credit Union permit it to initiate wire transfer transactions to accounts maintained at Keesler Federal Credit Union and other financial institutions by means of Wire Transfer. Keesler Federal Credit Union has agreed to do so on the terms of this Agreement. Wire Transfer Service allows the Company to create a Wire Transfer payment order that will then be reviewed and considered for processing if submitted before the posted cutoff time.

The Agreement sets out the Company's rights, responsibilities and obligations and Keesler Federal Credit Union's rights, responsibilities and obligations with respect to this Service Keesler Federal Credit Union may provide to you from time to time. This Agreement is also subject to the Business Membership and Account Agreement and all other agreements between the Company and Keesler Federal Credit Union.

- 1. Networks.** The Company requests Keesler Federal Credit Union to honor Company's request to Wire Transfer funds from the Company's account(s) with Keesler Federal Credit Union by means of the Federal Reserve Communications System (Fedwire) or similar network used for the transfer of funds between financial institutions or businesses ("Wire Transfers"). Wire Transfers may be communicated to Keesler Federal Credit Union via an online access platform or in person.
- 2. Compliance with Rules, Laws and Regulations.** The Company acknowledges that it will not generate transactions that violate the laws and regulations of the United States. This includes, but is not limited to sanction laws administered by the Office of Foreign Assets Control (OFAC). It shall be the responsibility of the Company to obtain information regarding such OFAC enforced sanctions. (This information may be obtained directly from the OFAC Compliance Hotline at 800-540-OFAC or from OFAC's home page site at [www.ustreas.gov/ofac](http://www.ustreas.gov/ofac).)
- 3. Authorizations.** Keesler Federal Credit Union may elect not to act upon a Wire Transfer request, for the Company's protection, if Keesler Federal Credit Union is unable to obtain proper verification of the Wire Transfer request satisfactory to Keesler Federal Credit Union; or, if there is any inconsistency between a Wire Transfer request and information previously supplied to Keesler Federal Credit Union regarding authorized delegates. The names and signatures of Authorized Person(s) are set forth in the Business Membership and Account Agreement – Authorized Designation for business banking.
- 4. Security Procedures.** Once the Company has signed a Wire Transfer Agreement and provided Keesler Federal Credit Union with proper identification, we will accept payment orders from the Company via telephone, an online access platform or in person provided you are an Authorized Person on the account funds are being transferred from, have sufficient withdrawable balance on deposit in the appropriate account to execute the payment order, and you provide the security information required to Keesler Federal Credit Union when you call to make your payment order. 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 circumstances, including size, type, and frequency of payment orders that you anticipate issuing to the credit union.

Uniform Commercial Code Article 4A – Any electronic funds transfers that Keesler Federal Credit Union permits that are subject to Article 4A of the Uniform Commercial Code will be subject to the provisions of this Agreement and the provisions of the Uniform Commercial Code as enacted by the state where the main office of the credit union is located.

The Company is solely responsible for the accurate creation, modification, and deletion of the account information maintained on the Company's personal computer and used for wire transfers. The Company is solely responsible for access by its employees of the data files maintained on the Company's computer. The Company is responsible for operator security procedures on the Company's computer and for access to the Wire Transfer system.

The Company is solely responsible for controlling the Company's distribution and safekeeping of, and access to, the security procedures, personal identification numbers (PINS), repetitive transfer request codes, initial passwords, and any other confidential code Keesler Federal Credit Union may assign. Any transfer request accompanied by an appropriate password or PIN will be deemed made by an Authorized Person of the Company.

The Company agrees that its use of this Wire Transfer Service is at the Company's own risk and Keesler Federal Credit Union shall not be liable for any loss incurred by the Company or any breach of security.

Keesler Federal Credit Union recommends that the company use Dual Control for all wire transfer operations unless the Company declines the Dual Control requirement. The Company acknowledges that declining Dual Control increases the risks of wire transfer operations and agrees that it is solely responsible for the increased risk if chooses to decline dual control.

The Company understands and acknowledges that for increased security and protection it should use a separate computer, which is not used for any other purpose, to access the Banking system and for wire transfer operations. The Company understands that using the Banking computer for any other purposes may reduce the security of Banking. The Company is solely responsible for this risk as well as all other risks of the Banking system.

5. **Warranties.** The Company represents and warrants to Keesler Federal Credit Union that (a) each Payment Order is accurate, has been duly authorized, and complies with applicable laws and regulations, (b) Company maintains on deposit with Keesler Federal Credit Union sufficient funds to cover the amount of each Payment Order initiated by the Company to Keesler Federal Credit Union, and (c) Company shall comply in all material respects with Article 4A of the Uniform Commercial Code and Federal Reserve Board Regulation J, as and if applicable.
6. **Funding.** All Wire Transfer requests from the Company must have sufficient funds available in the Account to be charged, as evidenced by Keesler Federal Credit Union's records, which shall be conclusive. Keesler Federal Credit Union reserves the right to refuse to honor, and shall have no obligation to honor, any request for a Wire Transfer from any Account in which there is not sufficient available funds to cover the transfer. However, in the event Keesler Federal Credit Union honors any request for a Wire Transfer that results in an overdraft of any Company account, the amount of the overdraft shall be immediately due and payable to Keesler Federal Credit Union by the Company and Keesler Federal Credit Union may offset the amount to the overdraft against the balance of any of the Company's accounts with Keesler Federal Credit Union and may exercise any rights that Keesler Federal Credit Union may have under any agreements granting to Keesler Federal Credit Union security for the payment or obligations of the Company to Keesler Federal Credit Union.
7. **Acting on Requests.** Keesler Federal Credit Union will use any means of Wire Transfer system, transmission, clearing house or intermediary bank deemed reasonable to Keesler Federal Credit Union to transfer funds. After Keesler Federal Credit Union receives a Wire Transfer request by the Company by the processing deadline (see Schedule A in this document for the delivery specifications), but no later than the value date stated in the request (if said date is not earlier than the banking day in which it was received), then Keesler Federal Credit Union will act on the request by verification of authenticity, making appropriate accounting entries or transmitting payment instructions to the applicable financial institution or other party. Keesler Federal Credit Union shall not be liable for any loss or damage due to: (1) errors, delays or defaults of any kind in the transmission or delivery of any message; or (2) the failure of any financial institution or agent to locate or correctly identify the named payee; or (3) the failure to effect payment; or (4) any other cause whatsoever beyond the control of Keesler Federal Credit Union or any of its correspondents or agents. Keesler Federal Credit Union does not guarantee the time of delivery of transferred funds. Keesler Federal Credit Union may treat requests received after the deadline as if it was received on the next banking day. Keesler Federal Credit Union is authorized at its discretion, to electronically record telephone conversations between Keesler Federal Credit Union and the Company.

8. **Rejection of Requests.** Keesler Federal Credit Union may reject any request which does not comply with the requirements of the Agreement and its corresponding documents or requests that cannot be verified through the use of the Security Procedures. Keesler Federal Credit Union may also reject requests which exceed the sufficient available funds in the account to be charged. Requests can also be rejected for any reason under the applicable national payment system rules of the receiving country of the transaction. Notice of rejection will be given to the Company by telephone, by electronic means, by mail or by fax.
9. **Amendment or Cancellation of Transfers.** The Company will have no right to amend or cancel a transfer request after it has been received by Keesler Federal Credit Union. However, Keesler Federal Credit Union will make a reasonable effort to act on the Company's request for cancellation of a request prior to the time that Keesler Federal Credit Union executes such transfer request, but will have no liability if such cancellation is not effected.
10. **Beneficiary Information.** If a transfer request describes the intended beneficiary inconsistently by name and account number, then payment by the beneficiary's financial institution may be made on the basis of either the account or the name even if it identifies a person different from the named beneficiary. If the Company originates a transfer request containing an inconsistent name and account number, and the beneficiary's financial institution, without knowledge of the inconsistency, makes payment on the basis of the account number, then the Company is obligated to pay the amount which is directed to the account number given.
11. **Account Reconciliation and Periodic Statement.** The periodic statement issued by Keesler Federal Credit Union for the Company's account will reflect Entries credited and debited to the Company's account. The Company agrees to notify Keesler Federal Credit Union promptly of any discrepancy between the Company's records and the information shown on any such periodic statement. If the Company fails to notify Keesler Federal Credit Union within 30 days of receipt of a periodic statement, the Company agrees that Keesler Federal Credit Union shall not be liable for any other losses resulting from the Company's failure to give such notice, including any loss of interest or any interest equivalent with respect to an Entry shown on such periodic statement. If the Company fails to notify Keesler Federal Credit Union within 60 days of receipt of a periodic statement, the Company shall be precluded from asserting such discrepancy against Keesler Federal Credit Union.
12. **International Wire Transfers.** Keesler Federal Credit Union may use any agent or correspondent without liability for their acts or defaults: Keesler Federal Credit Union, and its correspondents shall not be liable for any loss or damage due to: (1) errors, delays or defaults of any kind in the transmission or delivery of any message; or (2) any act or decree of any governmental authority; or (3) the failure of any correspondent or agent to locate or correctly identify the named payee; or (4) the failure to effect payment; or (5) any other cause whatsoever beyond the control of Keesler Federal Credit Union or any of its correspondents or agents.

Keesler Federal Credit Union does not guarantee the time of delivery of transferred funds. If the transfer is not completed after the expiration of ten (10) business days from the wire transfer, Keesler Federal Credit Union will request that the Correspondent Bank send a tracer to determine the status of the transfer. The Company will be charged a fee for tracer requests prior to the expiration of the ten (10) days.

The recipient of the International Wire Transfer may incur additional costs involved in the completion of the transfer imposed by other financial institutions who may deduct such charges from the amount due the recipient at the time of payment. The recipient also shall be subject to the policies and procedures of the financial institutions involved in the International Wire Transfer. If payment is not effected abroad, refund will be made only after Keesler Federal Credit Union is in possession of the funds; and if this order is payable in foreign currency Keesler Federal Credit Union shall not be liable for any change in market value. Keesler Federal Credit Union shall be entitled to deduct all expenses incurred by Keesler Federal Credit Union from any refund.

13. **Fees.** The Company authorizes Keesler Federal Credit Union to debit its designated Account for Services provided under the Agreement in accordance with the schedule of fees and charges attached to this Agreement

as Schedule B. Keesler Federal Credit Union may change its fees from time to time upon written notice to the Company.

14. **Liability.** Keesler Federal Credit Union shall be responsible only for performing the services expressly provided for in the Agreement, and shall be liable only for its gross negligence or willful misconduct in performing those services. In no event shall Keesler Federal Credit Union have any liability for any consequential, special, punitive, or indirect loss or damage which the Company may incur or suffer in connection with this Agreement. In addition, Keesler Federal Credit Union shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communications facilities, equipment failure, war, emergency conditions, or other conditions beyond Keesler Federal Credit Union's control. Keesler Federal Credit Union shall not be held liable for any delay by the Company or to any Third Party in processing any transaction, or for other acts of omission.

In addition to any other limits or exclusions of Keesler Federal Credit Union's liability, in no event will Keesler Federal Credit Union's liability to the Company exceed six times the average monthly charge for the Service(s) in question for the three months immediately preceding the cost or loss.

15. **Exposure Limits.** Exposure limits refer to the maximum dollar amount of wire transfer transactions initiated by the Company, as established by Keesler Federal Credit Union. The total dollar amount of wire transfers originated by the Company to Keesler Federal Credit Union shall comply with limits established at Keesler Federal Credit Union's discretion and provided to the Company in writing at the time the Wire services are established. Files exceeding the limits will be processed at Keesler Federal Credit Union's discretion. Keesler Federal Credit Union is not obligated to transmit any file exceeding the limits. If the Company needs to send a wire transfer that exceeds the processing limits, it should notify Keesler Federal Credit Union in advance and request permission to process the file over the limits. Keesler Federal Credit Union may increase or decrease the Company's limits, from time to time at Keesler Federal Credit Union's discretion, based on the Company's credit worthiness and financial position and any other factors chosen by Keesler Federal Credit Union.
16. **Amendments to Agreement.** From time to time Keesler Federal Credit Union may amend any of the terms and conditions contained in this Agreement, including any part of Schedules A and B attached hereto. Such amendments shall become effective upon receipt of notice by the Company or such later date as may be stated in Keesler Federal Credit Union's notice to the Company.
17. **Termination of Agreement.** Either party may terminate this Agreement upon 30 calendar days written notice to the other; provided however that Keesler Federal Credit Union may terminate this agreement immediately upon its determination that the Company is in violation of any agreement between Keesler Federal Credit Union and the Company or in violation of the rules, regulations or applicable laws or if the Company initiates any bankruptcy proceeding or is otherwise declared insolvent. Any termination of this Agreement shall not affect any of Keesler Federal Credit Union's rights or the Company's obligations with respect to any entries initiated by the Company prior to such termination, or the payment obligations of the Company with respect to services performed by Keesler Federal Credit Union prior to termination, or any other obligations that survive termination of this Agreement.
18. **Miscellaneous.** This Agreement and the attached Schedules A through B, is an addendum of this Wire Transfer Agreement between Keesler Federal Credit Union and the Company with respect to the subject matter and supersedes any prior agreement(s) between Keesler Federal Credit Union and the Company with respect to such subject matter. The Company may not assign this Agreement or any of the rights or duties hereunder without the Keesler Federal Credit Union's prior written consent. Keesler Federal Credit Union may waive enforcement of any provision of this Agreement. Any such waiver shall not affect Keesler Federal Credit Union's rights with respect to any other transaction or modify the terms of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns. This Agreement is not for the benefit of any other person, and no other person shall have any right against Keesler Federal Credit Union or the Company hereunder. In the event that any provision of this Agreement shall be determined to be in valid, illegal, or unenforceable to any extent, the remainder of

this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law. Keesler Federal Credit Union shall be entitled to rely on any written notice believed by it in good faith to be signed by one of the Authorized Person(s) whose names and signatures are set forth in this Agreement and the implementation process and forms. This Agreement shall be governed by and construed in accordance with the laws of the United States of America and the state in which Keesler Federal Credit Union maintains the Company's Accounts.

19. Notices. Unless otherwise agreed, notices required by this Agreement must be in writing. Except as otherwise expressly provided herein, Keesler Federal Credit Union shall not be required to act upon any notice or instruction received from the Company or any other person, or to provide any notice or advice to the Company or any other person with respect to any matter.
20. Keesler Federal Credit Union shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an Authorized Person, and any such communication shall be deemed to have been signed by such person. The names and signatures of Authorized Person(s) are set forth in the Authorization Designation. The Company may add or delete any Authorized Person by written notice to Keesler Federal Credit Union signed by all Authorized Person(s) other than those being deleted. Such notice shall be effective on the second business day following the day of Keesler Federal Credit Union's receipt.

Except as otherwise expressly provided herein, any written Notice shall be delivered, or sent to:

- To: Keesler Federal Credit Union
- Attn: Accounts Payable
- Address: PO Box 7001
- City, State, Zip: Biloxi, MS 39535

And, if to Company, addressed to the mailing address set forth in the Business Membership and Account Agreement, unless another address is substituted by notice delivered or sent as provided herein. Except as otherwise expressly provided herein, any such notice shall be deemed given when received.

## Attached Schedules A and B

### Schedule A- Delivery Specifications

Delivery Deadline: All Wire Transfer requests must be received by Credit Union on a banking day by 1:00 p.m. CT.

### Schedule B- Holidays

Transactions submitted on a Saturday, Sunday or Holiday will have transmission delayed until the next business day.

Holiday Calendar: Credit Union will be closed on the standard holidays observed by the Federal Reserve Bank. Credit Union will not accept files for processing on holidays, as well as all Saturdays and Sundays. Likewise, entries should not be effective dated for those days.

Revised 4/26