

## WIRE TRANSFER PRODUCT SCHEDULE

### Center Parc Credit Union WIRE TRANSFER PRODUCT SCHEDULE

By signing this Wire Transfer Product Schedule ("Product Schedule"), You ("Member," "your," "its" or "User") hereby requests Center Parc Credit Union ("Financial Institution," "our," "us," or "we") to provide the Service described in this Product Schedule. Member agrees that this Product Schedule sets forth the terms and conditions pursuant to which Financial Institution will provide to Member the Service outlined herein, and is entered into as a Product Schedule under the Business Online Banking and Master Cash Management Agreement ("Master Agreement"). Financial Institution and Member agree that by executing this Product Schedule, Member acknowledges receipt of and agrees to the terms of the Master Agreement. Terms not otherwise defined in this Product Schedule shall have the meaning ascribed to those terms in the Master Agreement. In the event of inconsistency between a provision of this Product Schedule, the Uniform Commercial Code (the "UCC"), the Master Agreement, and/or the Depository Agreement, the provisions of this Product Schedule shall prevail.

Therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Financial Institution and Member, intending to be legally bound, do hereby agree as follows:

- 1. Authorization to Accept Payment Orders.** Financial Institution is authorized to accept and/or execute "Payment Orders," as that term is defined in Article 4A of the Uniform Commercial Code issued by Member, Administrator(s), User(s) Authorized Member Representatives or Authorized Member Agents, as those terms are defined herein.
  - 1.1. Online Banking Payment Orders; Designation of Administrator.** The most secure method for the issuance of Payment Orders and the method recommended by Financial Institution is via Online Banking. Member acknowledges and agrees that the commercially reasonable security procedure offered by Financial Institution is the security procedure used in conjunction with Online Banking. In order to submit Payment Orders via Online Banking, Member must designate at least one Administrator in accordance with the Master Agreement. Administrator(s) shall be responsible for designating those persons who Member authorizes to make Payment Orders on its behalf ("User(s)"). Administrator(s) may also set dollar limits on funds transfer amounts for Users per account. Financial Institution shall not be responsible for the limits established by Member's Administrator(s). Financial Institution shall be entitled to rely on the designations made by the Member's Administrator(s) and shall not be responsible for matching the names of the Member Users designated by the Administrator(s) to names or titles listed in Member's banking resolutions. Member agrees that any such online Payment Order shall comply with Financial Institution's disbursement and security policies, which are subject to change without notice to Member.
  - 1.2. Written or Oral Payment Orders.** Issuance of a Payment Order by any means other than through Online Banking or in person at a branch location is a violation by Member of the security procedure offered by Financial Institution to Member and constitutes Member's selection of a security procedure chosen by Member. Member hereby expressly agrees to be bound by any Payment Order, whether or not authorized, issued in its name and accepted by Financial Institution in compliance with the Security Procedure, defined below. Additionally, Member understands that authorized signers designated on the account card "Authorized Person(s)" as designated in the Account Resolution and Authorization Designation were granted authority to transact and make payments on behalf of the business at time of signing that document. Member assumes responsibility for transactions, payments, and actions taken by Authorized Person(s) and will not hold Financial Institution liable for any transactions, payments, or losses caused by Authorized Person(s). Authorization for Authorized Person(s) can be revoked via written request.
- 2. Execution and Acceptance of Payment Orders.** Financial Institution is hereby authorized to honor, execute

and accept each and every Payment Order received by it in the name of the Member as sender and initiated by an Administrator or User via Online Banking or issued by an Authorized Member Person(s). If Financial Institution elects to accept Payment Orders issued by Member, Financial Institution shall use reasonable efforts to comply with the Payment Order in paying the proceeds to the beneficiary, if Financial Institution is also the beneficiary's financial institution, or in executing the Payment Order if Financial Institution is not also the beneficiary's financial institution. Member shall issue the Payment Order to Financial Institution in a timely manner sufficient to allow Financial Institution to ensure that payment is made to the beneficiary on the payment date. Financial Institution shall be entitled to deem any person having knowledge of any security codes required in order to initiate Payment Orders under this Product Schedule to be an Authorized Person(s). Financial Institution may, in all cases, rely on and accept Payment Orders issued on behalf of Member by any individual(s) authorized by Member to sign checks on any of Member's depository accounts with Financial Institution.

**3. SECURITY PROCEDURES.** In addition to, and without limiting the generality of, the Security Procedure provisions of the Master Agreement, the Member shall comply with the below Security Procedures.

Your Business Wire (online banking) and ACH entry protection is important to us. Because of this importance, Center Parc offers numerous security procedures to protect your online banking and ACH transfers, especially given the current levels of online banking fraud. You and your business understand and agree that the authenticity of any ACH transaction or Wire transmitted to Center Parc will be verified pursuant to the following security procedures

**SECURITY PROCEDURES:**

- (1) Dual control- Dual control requires two employees or authorized individuals to approve an ACH transfer or wire.
- (2) Dedicated Computer- your company selects a computer or authorized device to be used solely for the execution of financial transactions. This dedicated computer has limited user access and limited use for financial transactions.
- (3) Payment Activity Review- Center Parc will monitor the Wire and ACH transactions to see if they comply with transactions that are in the normal course and scope of your business' transactions.
- (4) Daily Transfer Limits: The credit union will limit the amount of funds your business can transfer through wire or ACH based off approved limits requested on this application. Additionally, the credit union offers the ability for the business to set limits for employees to draft or approve ACH or Wires.
- (5) Soft tokens- This is a software program that provides a security token and technique that offers two factor authentication based on a passcode or Personal Identification Number (PIN) which is used to authorize a transaction or use of a particular service.
- (6) E-Mail verification- E-mail verification entails Center Parc sending designated individuals at the business an email confirming that wire or ACH has been initiated and to verify that this initiation of transfer is valid.
- (7) Process calendar- limits dates and times when wire and ACH transfers can take place.
- (8) Malware Protection Software: Center Parc warrants that the business has up to date virus/malware software installed and running on the computer or device being used to conduct financial transactions.

If the Business fails to meet these security procedures, the Business acknowledges that Center Parc first offered to the Business a "commercially reasonable Security Procedure" and is assuming responsibility for chosen risk. The Business further warrants that it waives its ability to bring suit against Center Parc for violating Article 4A if the Uniform Commercial Code. The Business further warrants that by failing to adopt to these commercially reasonable Security Procedures offered by Center Parc it agrees to hold harmless Center Parc for any erroneous or fraudulent wire or ACH transfers. Additionally, Center Parc Credit Union may refuse to accept any request for wire or ACH transfers initiated by the business and discontinue services should business reject these security procedures.

**4. Settlement.** The Financial Institution is not obligated by this Product Schedule to honor, execute, or accept any Payment Order. If Financial Institution elects to accept Payment Orders issued by Member, Member agrees to settle for all Payment Orders issued by Member, Member's Administrator(s), User(s), Authorized Persons(s) or Payment Orders otherwise made effective against Member. Settlement shall be made by Member to Financial Institution in any manner specified by Financial Institution. Notwithstanding the foregoing, Financial Institution is hereby authorized to charge the account designated by Member ("Authorized Account") as settlement for Payment Orders issued by Member. Member shall designate the Authorized Account in the Business Online Banking & Master Cash Agreement. Member shall maintain sufficient collected funds in the Authorized Account

to settle for the Payment Order at the time that the Payment Order is issued. Financial Institution may, in its sole discretion, transfer funds from the Authorized Account in excess of the collected balance and thereby create an overdraft. In this event, Member shall promptly reimburse the Financial Institution upon demand in the amount of the overdraft together with any interest fees or charges which would otherwise be charged to Member as a result of an overdrawn account based upon the Financial Institution's account rules and pricing schedules. If Financial Institution elects to pay Member's account in the overdraft on any one or more occasions, it shall not be considered a waiver of the Financial Institution's rights to refuse to do so at any other time nor shall it be an agreement by the Financial Institution to pay checks or other items in the overdraft. Financial Institution shall have the right to charge other accounts maintained by Member with Financial Institution that are not designated as an Authorized Account if Financial Institution accepts the Payment Order and the designated Authorized Account does not have sufficient balances to settle for the Payment Order. Financial Institution may process Payment Orders in any order convenient to Financial Institution and Financial Institution may charge items, including settlement for Payment Orders, in any order or sequence selected by Financial Institution.

## **5. Method of Issuance of Payment Orders.**

**5.1. Issuance of Payment Orders.** Payment Orders may only be executed on a "Business Day" which is Monday through Friday, excluding Federal holidays. Payment Orders received before the cut-off time established by Financial Institution will be processed on the same Business Day. Payment Orders received on a non-Business Day or after the cut-off time on a Business Day will be treated as being received on the next Business Day. The funds transfer cut-off time may be obtained by contacting Financial Institution. Member acknowledges that the Financial Institution shall have no obligation to ascertain the identity of the beneficiary or the beneficiary's financial institution and shall have the right to reject any Payment Order that does not identify the account number and address of the beneficiary and the identifying number of the beneficiary's financial institution. Member further acknowledges that Financial Institution is not responsible for detecting any Member error contained in any Payment Order sent by the Member to the Financial Institution. Financial Institution may, at its option, record electronically all telephonic instructions received by Financial Institution from Member without further notification and may retain such recordings for any period of time selected by Financial Institution. Member consents to the recording of such telephone conversations. The decision of whether to record a particular conversation is within the Financial Institution's discretion, and the Financial Institution has no liability for failure to record.

**5.2. Repetitive Instructions.** The Financial Institution will transfer funds on a repetitive basis to other Member accounts or third-party accounts as described in written instructions to the Financial Institution signed by an Administrator or Authorized Business User and made a part hereof. The transfers will be considered repetitive if they are to be affected at least monthly with the original written instructions remaining constant except for the date and dollar amount of the transfer involved. Financial Institution shall assign a unique code for each repetitive transfer which Member shall furnish to Financial Institution at the time the transfer request is made.

**6. Errors in Payment Orders.** Member agrees that Financial Institution shall have no obligation to discover errors in Payment Orders and shall not be liable to Member for errors made by Member, including but not limited to errors made in identifying the beneficiary, or an intermediary or beneficiary's financial institution, or for errors in the amount of the Payment Order. Financial Institution shall likewise have no duty to discover and shall not be liable for duplicate Payment Orders issued by Member. In the event that Member makes an error or issues a duplicate Payment Order, Member shall indemnify, defend all claims, and hold Financial Institution harmless from any loss, damages, or expenses, including but not limited to attorneys' fees, incurred by Financial Institution as the result of completion of the funds transfer.

**7. Use of Account Numbers.** The Member is notified, and hereby acknowledges, that in executing or otherwise acting on a Payment Order the Financial Institution shall rely solely and exclusively upon identifying account or identification numbers of a beneficiary, beneficiary's financial institution or intermediary financial institution and shall not rely on the name of the beneficiary. Likewise, acceptance of a Payment Order may be made by a beneficiary's financial institution

on the basis of an identifying or financial institution account number even if it identifies a person different from the named beneficiary. Member is liable for and must settle with Financial Institution for any funds transfer initiated by Member that identifies the beneficiary by account or identifying number or by name and account or identifying number. The Financial Institution shall have no duty to detect any inconsistency between the name and number contained in a Payment Order and the Member shall be responsible for any inconsistencies. The Member shall indemnify and hold the Financial Institution harmless from and against any loss, liability, expense or damage that the Financial Institution may incur as a result of such inconsistency, including, without limitation, attorneys' fees and expenses of litigation.

## **8. Amendments and Cancellations.**

**8.1.** A Payment Order may be canceled by the Member, provided the cancellation instruction is received by the Financial Institution, and verified pursuant to the Security Procedures in effect, at a time and in a manner affording the Financial Institution a reasonable opportunity to act prior to the Financial Institution's acceptance of the Payment Order.

**8.2.** The Financial Institution is not obligated to amend or cancel a Payment Order after acceptance, but if in Financial Institution's sole discretion, it agrees with Member to do so, it may condition such amendment or cancellation upon compliance with the Security Procedures. Any cancellation of a Payment Order by the Financial Institution shall relieve the Financial Institution of any obligation to act on such Payment Order and any amendment of a Payment Order by the Financial Institution shall relieve the Financial Institution of any obligation to act on such Payment Order in its un-amended form.

**8.3.** Member acknowledges and agrees that after a Payment Order has been accepted by the beneficiary's financial institution, return of such funds must be authorized by the beneficiary and Financial Institution has no responsibility to procure the return of such funds. If Member asks Financial Institution to recover funds which Financial Institution has already transferred, Financial Institution shall be under no obligation to do so. If Member deposits with Financial Institution an amount reasonably determined in good faith by Financial Institution to approximate the costs and expenses (including attorney's fees) which Financial Institution may incur in attempting to recover the funds transferred, Financial Institution may, in its sole discretion make an attempt to recover the funds. In lieu of such a deposit, Financial Institution may request Member to provide a bond or other assurance of payment reasonably satisfactory to Financial Institution. Upon such deposit, or the supplying of such other assurance, Financial Institution may take such action as it deems reasonable under the circumstances, including, for example, sending a request to reverse the transfer to any financial institution that received such funds. In no event, however, shall the Financial Institution be deemed to have guaranteed or otherwise assured the recovery of any portion of the amount transferred, nor to have accepted responsibility for any amount transferred.

**9. Rejection of Payment Order.** Member agrees that Financial Institution has no obligation to accept a Payment Order and therefore may reject any Payment Order issued by Member. Financial Institution has no obligation to notify Member of the rejection of the Payment Order issued by Member, but Financial Institution may so notify at its option. Financial Institution shall have no liability to Member for rejection of a Payment Order and shall not be liable to pay interest to Member even if the amount of Member's Payment Order is fully covered by a withdrawable credit balance in an Authorized Account of Member or the Financial Institution has otherwise received full payment from Member.

## **10. Use of Correspondents, Agents, and Systems.**

**10.1.** The Member agrees that in executing any Payment Order the Financial Institution may make use of such correspondents, agents and Payment Order and communication systems as it deems necessary or desirable to execute such Payment Order. To the fullest extent permitted by law (a) such correspondents, agents and systems shall be deemed to be agents of the Member and the Financial Institution shall not be liable for any errors, negligence, suspension, or default of any of them or for any failure to identify the beneficiary or any mistake in payment by any of them, and (b) the Financial Institution shall not be liable for any errors, mutilations, mis-

delivery, or failure of delivery in the transmission of any Payment Order by such correspondents, agents and Payment Order and communication systems or for any suspension of any means of communication or for any imposition of a censorship, exchange control or other restriction by such correspondents, agents and Payment Order and communication systems, all such risk being borne by the Member.

- 10.2.** Each Payment Order, amendment or cancellation thereof, carried out through a funds transfer system will be governed by all applicable funds transfer system rules, whether or not the Financial Institution is a member of the system. Any Payment Order or cancellation thereof may be transmitted by any financial institution by use of the funds transfer system of the Federal Reserve Financial Institution (“Fedwire”). The rights and obligations of the Financial Institution and the Member with respect to any Payment Order, any part of which is carried out through the use of the Fedwire, will be governed by any applicable laws, the regulations of the Board of Governors of the Federal Reserve System, and the operating circulars of the Federal Reserve Financial Institution. The Member acknowledges the Financial Institution’s right to reserve, adjust, stop payment, or delay posting of an executed Payment Order is subject to the laws, regulations, circulars, and rules described in this Section 10.2.
- 11. Compliance with Laws.** Member agrees to comply with all applicable laws, rules, procedures and regulations with respect to the use of its accounts at the Financial Institution and its use of the service described in this Product Schedule. The Financial Institution will comply with regulations issued by the U.S. Treasury’s Office of Foreign Assets Control (“OFAC”). It shall be the responsibility of Member to obtain information regarding such OFAC regulations. (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)). If any Payment Order is to a person or entity listed on OFAC’s list of Specially Designated Nationals and Blocked Persons, by law the Financial Institution shall not complete the transfer and shall “block” the funds until such time that OFAC issues a written release to the Financial Institution.
- 12. Unauthorized Transactions and Other Errors.** The Financial Institution shall provide the Member with advices describing each Payment Order paid or executed on behalf of the Member. Such advices shall be mailed not later than the business day following the day of execution or payment to a beneficiary of a Payment Order or as determined by the Financial Institution in its discretion. The Member shall notify the Financial Institution of any discrepancy between the Payment Order and the related funds transfer, or of any unauthorized transaction or other error on the next business day following receipt of any advice or within 30 calendar days of the delivery or mailing by Financial Institution (whichever occurs first) of any statement of account relating to the Authorized Account, whichever is earlier, which time limits Member agrees are reasonable. If notification of an unauthorized transaction or other error is communicated orally, it shall be confirmed promptly in writing. The Member will be deemed to have received any advices and statements of account that are mailed by the Financial Institution five business days after such mailing. The Financial Institution shall have no liability to the Member for any loss or damage sustained by the Member arising out of any Payment Order referenced in a statement of account for the Authorized Account or in an individual advice, and no legal proceeding or action shall be brought by Member against Financial Institution to recover such loss or damage, unless (a) Member shall have given the written notice as provided for herein, and (b) such legal proceeding or action shall be commenced within the period established by UCC 4A. Member waives any right to seek or enforce payment of attorneys’ fees related thereto.
- 13. Indemnification.** In addition to, and without limiting the generality of, the indemnification provisions of the Master Agreement, Member shall be liable to the Financial Institution for and shall indemnify and hold the Financial Institution and its affiliates and their respective officers, directors, employees and agents harmless from and against any and all claims, causes of action, damages, expenses (including reasonable attorneys’ fees and other legal expenses), liabilities and other losses arising or resulting from acts or omissions of Member, or from the provision of invalid or inaccurate data by Member or by any other person or entity acting on Member’s behalf, including without limitation (a) a breach by Member of any provision of this Product Schedule; (b) the Financial Institution’s debiting or crediting of the account of any person or entity as requested by Member; and (c) the failure to act or the delay of any financial institution other than the Financial Institution.
- 14. Limitation of Liability.** In addition to, and without limiting the generality of, the limitation of liability

provisions of the Master Agreement:

- 14.1.** The Financial Institution shall be responsible only for performing the funds transfer services described in this Product Schedule and shall be liable only for its own gross negligence or willful misconduct in performing these Services. The Financial Institution shall not be liable for acts or omission by Member or any other person or entity, including without limitation any funds transfer systems, any Federal Reserve Financial Institution, any beneficiary's financial institution and any beneficiary, none of which shall be deemed the Financial Institution's agent. In addition to the "Force Majeure" provisions of the Master Agreement, the Financial Institution shall be excused from delaying or failing to execute a funds transfer due to any changes in the rules, regulations and policies of the Federal Reserve Board that affect the Financial Institution's ability to send or receive funds at any time, for any reason, if the funds transfer would result in the Financial Institution's exceeding any limitation on its intra-day net funds position established through Federal Reserve guidelines or if the funds transfer would result in violating any present or future risk control program of the Federal Reserve or a rule or regulation of any other governmental regulatory authorities.
- 14.2.** Except as otherwise required by applicable law, the Financial Institution shall not be liable for any loss or liability arising from (a) any inaccuracy or failure to act on the part of any person not within the Financial Institution's reasonable control, including but not limited to the failure of any other financial institution(s) to provide accurate or timely information to the Financial Institution or the Member, (b) the failure of other financial institutions to accept payment orders, (c) Member's negligence, wrongful act or breach of this Product Schedule, or (d) any ambiguity or inaccuracy in any instruction given to the Financial Institution by Member.
- 14.3.** ANY LIABILITY OF THE FINANCIAL INSTITUTION FOR LOSS OF INTEREST RESULTING FROM ITS ERROR OR DELAY SHALL BE CALCULATED USING A RATE EQUAL TO THE FEDERAL FUNDS RATE AT THE FEDERAL RESERVE FINANCIAL INSTITUTION OF NEW YORK FOR THE PERIOD INVOLVED. PAYMENT WILL BE MADE BY CREDITING THE APPROPRIATE ACCOUNT AT THE FINANCIAL INSTITUTION INVOLVED IN THE FUNDS TRANSFER. THE FINANCIAL INSTITUTION SHALL NOT BE RESPONSIBLE FOR MEMBER'S ATTORNEYS' FEES.
- 15. International Payment Orders.** Fund transfers to beneficiaries outside of the United States may be paid to the beneficiary in the foreign currency of the country to which the funds are transferred. It is the responsibility of Member to notify the beneficiary that the funds originated in U.S. dollars may be paid to the beneficiary in the currency of the country to which the funds are transferred at the Financial Institution's buying rate of exchange for funds transfers.
- 16. Member Cooperation.** In the event that the Financial Institution is entitled under the law governing mistake and restitution to recover from any beneficiary all or any part of a funds transfer made to such beneficiary hereunder, Member shall upon the Financial Institution's request but without expense to the Financial Institution testify in any legal proceedings and otherwise take any action necessary to assist or enable Financial Institution to recover from such beneficiary. Member hereby consents to the Financial Institution's disclosure to government authorities of information concerning the Member and transactions under this Product Schedule that the Financial Institution believes to be appropriate or necessary to fulfill legal recordkeeping and reporting requirements.
- 17. Furnishing Information.** Upon request the Member will provide the Financial Institution with any transaction information necessary for the Financial Institution to handle inquiries and tracing, or otherwise to comply with applicable laws and regulations relating to Payment Orders, including but not limited to, dollar amounts, account(s) affected, dates and names of beneficiaries and third parties involved in the transfer.
- 18. Transactions with Financial Institutions.** If the Member is a financial institution (as defined in UCC 4A), and under applicable law the Member is not deemed the originator of the order to which a Payment Order relates, the Member agrees to indemnify and hold the Financial Institution harmless for any loss or liability owed to such originator to the extent that such loss or liability would not have been incurred if the Member had been an originator.
- 19. Entire Agreement.** The Business Account Agreement governing Member's account (the "Account Agreement"), the

Master Agreement, and this Product Schedule (a) constitute the entire agreement between the Financial Institution and Member regarding the use of the Financial Institution's funds transfer service; (b) supersede any prior agreements between the Financial Institution and Member regarding funds transfers and (c) shall be binding upon and enforceable against Member's successors and assigns. If any inconsistency exists between the Account Agreement and this Product Schedule, the terms of this Product Schedule shall control. If any part of this Product Schedule is found to be invalid, illegal or unenforceable, the remaining provisions shall remain in effect.

- 20. Amendments; Termination.** Financial Institution may amend this Product Schedule from time to time upon as set forth in the Master Agreement. Financial Institution and Member may terminate this Product Schedule as set forth in the Master Agreement.
- 21. Payment for Services.** Member shall pay Financial Institution the charges for the services provided in connection with this Product Schedule and the Master Agreement, as set forth in Financial Institution's Fee Schedule which you can be obtain by contacting the Financial Institution and is hereby incorporated by reference and made a part hereof.
- 22. Notices, Instructions, Etc.** Except as stated herein, any written notice or other written communication required or permitted to be given under this Product Schedule shall be delivered or sent by US mail, if to Member, at the address of Member on the books of Financial Institution and if to Financial Institution, at the address set forth in the Master Agreement and pursuant to requirements of the Notice provisions thereof.

**This Product Schedule must be signed on behalf of Member by an Authorized Member Representative.**

**IN WITNESS WHEREOF**, the parties hereto have executed this Product Schedule through their duly authorized officers on the dates indicated below.

\_\_\_\_\_  
Dated:

\_\_\_\_\_  
Company's Legal Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name