

By requesting and submitting your domestic wire transfer order, you agree to the terms and conditions of this Domestic Wire Transfer Agreement (“Agreement”). This Wire Transfer Agreement between Firstmark Credit Union (“Firstmark”) and Member and authorized agents (“Member”, “You” & “Your”) governs your origination of the wire transfers. You further acknowledge receipt of the Wire Transfer Agreement delivered by electronic mail (email) and the wire transaction confirmation receipt for your transaction.

1. Funds Transfer Business Days & Cutoff Times. Funds transfers occur on non-holiday weekdays (Monday through Friday) only. Firstmark’s funds-transfer cut-off time is **4:00 PM CST** on weekdays we are open. Payment orders received after the applicable cut-off times may be treated as having been received on the next following business day and processed accordingly.

2. Fees. Firstmark may charge your account for the amount of any funds transfer initiated by you or any person authorized on the account and any Wire Transfer Fees as set forth in Firstmark Fee Schedule. All fees are subject to change from time to time at the discretion of Firstmark.

3. Security Procedures. You agree any wire transfer order will be subject to the agreed security procedures including: photo identification requirements, signature verification, data/password verification, use of a personal identification number (PIN) verification, and agreed callback procedures. For wire transfer orders processed through facsimile or by telephone we may require a call back password verification. If we are unable to reach you by phone to verify the password security within two business days of your wire request, we may cancel the wire request without notice. You agree if we comply with the agreed written security procedures you shall be liable for payment of the transferred amount plus transfer fees, even if the transfer request is not actually transmitted or authorized by you. If we do not follow the agreed security procedure but can prove the transfer request was originated by you, you will still be liable for the transfer amount plus transfer fees. You authorize us to record any telephone calls relating to any transfer under this Agreement. We may reject any transfer request or incoming wire transfer which does not conform to the limitations, security procedures, and requirements and for any reason, except when prohibited by law.

4. Your Responsibilities.

a. Examination for Accuracy of Information. It is your responsibility to ensure your wire transfer information is accurate. If a wire transfer request indicates an intermediary bank or Beneficiary Bank inconsistently by name and identifying number, the execution of the wire request may be based solely upon the number even if the number identifies a bank different from the named bank or a person who is not a bank. If a wire transfer request describes a Beneficiary inconsistently by name and account number, payment might be made to the Beneficiary Bank solely upon the account number even if the account number identifies a person different from the named Beneficiary. Your obligation to ensure accurate information shall not be excused in these circumstances. Firstmark shall reject any transfer request or incoming wire transfer which does not conform to the limitations, security procedures or the availability of funds on deposit. It is your obligation to examine your statements for any discrepancy concerning any wire transfer.

b. Notice of Errors. It is your responsibility to notify Firstmark of any errors related to your wire transfer order. If you fail to notify us of statement or transaction errors within 30 days of the payment order, we will not be liable for, and you agree to hold us harmless from any loss which you could have prevented. If you fail to notify Firstmark within thirty (30) days after receiving the statement, you is precluded from any claim against Firstmark. In the event that the funds transfer is delayed or erroneously executed, and a loss is suffered as a result of Firstmark’s error, its sole obligation is to pay or refund such amounts as may be required by applicable law. If Firstmark becomes obligated under Article 4A to pay interest, the rate of interest to be paid shall be equal to the dividend rate on a daily basis, applicable to the account at Firstmark to which the funds transfer should have been made or from which the funds transfer was made.

5. Member Indemnity. You will be liable to Firstmark for and agree to indemnify and hold Firstmark 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 or any other person acting on your behalf, including without limitation: (i) a breach by you of any provision of this Agreement; (ii) Firstmark debiting or crediting the account of any person as requested by you; (iii) the failure to act or the delay by any financial institution other than Firstmark; and (iv) Firstmark accepting any verbal wire transfer requests or information by telephone through Firstmark’s Call Center without the signature or proper identification of you or your representative requesting the transfer.

6. Credit Union Liability. Firstmark will be responsible only for performing the wire transfer services provided in this Agreement and should be liable only for its negligence or willful misconduct in performing the services. Firstmark will not be liable for acts or omissions by you or 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 Firstmark’s agent. Firstmark is excused from delaying or failing to act if caused by

illegal constraint, interruption of transmission or communications facilities, equipment failure, war, emergency conditions, strikes or other circumstances beyond Firstmark's control. In no event shall Firstmark be liable for any consequential, special, punitive or indirect losses or damages incurred relating to this Agreement, including without limitation, subsequent wrongful dishonor resulting from Firstmark's acts or omissions.

7. Rejection, Cancellation and Changes. Firstmark may reject, except when prohibited by law, at its sole discretion, any transfer request it receives from you for any reason. Firstmark shall notify you of Firstmark's rejection of the transfer request by telephone, electronic message, or U.S. Mail. Firstmark will comply with regulations issued by the U.S. Treasury's Office of Foreign Asset Control (OFAC) any transfer request that is to an entity listed on OFAC's list of specially designated nationals and blocked persons by law. Firstmark shall not complete the transfer and shall "block" the funds until such time OFAC issues a written release to Firstmark. You have no right to cancel or amend any transfer request after receipt by Firstmark; however, Firstmark shall use reasonable efforts to act on a cancellation or change request so long as it is received from you or your authorized agent in accordance with the security procedure set forth in this Agreement and Firstmark has reasonable time within which to act upon such instructions. Firstmark shall have no liability if the cancellation or change is not affected. Any written notice to Firstmark by you must be hand delivered or sent by U.S. Mail or express carrier to any Credit Union branch location.

8. Amendments. We reserve the right to amend this Wire Transfer Agreement upon thirty (30) days' written notice to you. To the extent of any inconsistency between the terms of these Agreements, the terms of this Agreement shall govern. In the event of a dispute under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.