



## WIRE TRANSFER AUTHORIZATION INSTRUCTIONS

Please finish steps 1-3 before submitting your wire request:

1. Review the Trademark FCU Wire Transfer Agreement (attached).
2. Complete all fields listed on the Wire Transfer Agreement form. The only information you may not need to fill out would be the Intermediary Financial Institution, if it is not required to complete the transfer. All of the other information must be provided or the wire transfer will not be processed.
3. You may fax or e-mail your signed Wire Transfer Authorization form and a copy of your valid government identification (i.e. driver's license, passport, etc.) using the contact information at the bottom of the form.

All of these steps must be completed in their entirety and submitted to Trademark FCU prior to 2:00 pm EST for both international and domestic wires in order to guarantee same day processing.

The Credit Union only processes wire transfers in US dollar amounts. If you are wiring funds internationally and need the transfer paid in a foreign currency, you must make arrangements with the bank receiving the funds to make the proper conversion. We cannot provide you with any exchange rates as these rates are determined by the bank of deposit and fluctuate on a daily basis.

Additional fees may be charged by the receiving financial institution or intermediary financial institution. Trademark FCU cannot determine if fees will be assessed by those financial institutions.

Domestic wire transfers require an ABA number, which is a nine digit number issued to the financial institution by the Federal Reserve Bank. International Wire Transfers require a SWIFT Code, which is an 8-12 digit alpha numeric code. Trademark FCU cannot provide either of these numbers to you. Please contact the institution receiving the funds for proper wire transfer instructions.



**WIRE TRANSFER AUTHORIZATION**

**Member Information**

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

Name: \_\_\_\_\_

Account Number: \_\_\_\_\_

Share ID #: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Daytime Phone #: \_\_\_\_\_

**Wire Transfer Information**

Amount: \_\_\_\_\_

Type:

Domestic (\$20.00 Fee)

International (\$40.00 Fee)

**Recipient Information**

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

Account #: \_\_\_\_\_

Address: \_\_\_\_\_

Additional Information: \_\_\_\_\_

**Receiving Financial Institution**

Institution Name: \_\_\_\_\_

Routing # or SWIFT Code: \_\_\_\_\_

IBAN (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

Country: \_\_\_\_\_ Phone: \_\_\_\_\_

**Intermediary Financial Institution (if Required)**

Institution Name: \_\_\_\_\_

Routing # or SWIFT Code: \_\_\_\_\_ Account # (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

Country: \_\_\_\_\_ Phone: \_\_\_\_\_

Additional Information: \_\_\_\_\_

**By signing this form, I acknowledge and agree to the terms of the Wire Transfer Agreement found in the Trademark FCU Membership Agreement & Disclosures**

**Member Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Augusta Branch**

1-800-696-1146

Fax: (207) 512-3827

[MemberServices@TrademarkFCU.org](mailto:MemberServices@TrademarkFCU.org)

**Scarborough Branch**

1-800-852-1012 Fax:

(207) 883-8629

**For Internal Use Only:**

MSR Entering Wire Information: \_\_\_\_\_

MSR Verifying Wire Information: \_\_\_\_\_

Received By: \_\_\_\_\_

Bank Short Name: \_\_\_\_\_

Call back notes: \_\_\_\_\_

OFAC



## Wire Transfer Agreement

**Summary and Definitions** – The following rules shall apply to all wire transfers services provided by Trademark FCU. This Wire Transfer Agreement supersedes any inconsistent terms contained in any other or prior agreements and any previous Wire Transfer Notice or Request. This Agreement governs the movement of funds by means of funds transfers defined in Article 4A of the Uniform Commercial Code, Subpart B of Regulation J of the Board of Governors of the Federal Reserve System and as may be applicable, the operating rules for the National Automated Clearing House Association. If this Agreement varies any provision of Article 4A, Regulation J or the operating rules of NACHA, this Agreement shall govern, except where specifically prohibited by applicable law.

**Services Available** – You authorize us to transfer funds according to your request(s) to and from your account(s) with us, or to and from another institution or person. Transfers shall be made according to any security procedures we deem appropriate or as specifically agreed upon as provided herein. We may debit any of the accounts you designate as a source of payment for funds transfers and any related fees and service charges. We will have no obligation to accept or execute any wire transfer request if (1) the account(s) from which it is to be made does not contain sufficient available collected funds; (2) the wire transfer request is not authorized or does not comply with applicable security procedures; or (3) acting in good faith we have cause for rejecting the wire transfer request.

**Person(s) Authorized to Make Transfers** – You agree that you, any owner of the account, or authorized signer of the account, may initiate, request, cancel, amend or verify transfers on your account(s). We may rely on the authority of any person(s) designated by you or any joint owner until we receive written notice revoking or modifying that authority.

**Security Procedure(s)** – When a wire transfer request is issued by an account owner, the Credit Union's security procedure may involve use of identification methods that may include photo identification requirements, signature verification, data/password verification, use of a personal identification number, and/or callback procedure by us. In certain situations, some or all of the above may be required. You agree that any security procedures we elect to utilize in any particular transaction are commercially reasonable and you agree to comply in all respects with such procedures. You may choose not to allow outgoing funds transfers on your accounts by informing us in writing, in person, by phone or e-mail via our secure internet banking service, and we shall honor such request if given within a sufficient time on a business day to allow us to accommodate the request. If you have chosen not to allow funds transfers on your account, you may reinitiate the service via the same methods. You authorize us to record any telephone communications regarding any transfer order, which we may maintain for any period of time we deem appropriate.

**Time Limitations for Acceptance of Wire Transfer Requests** – We may establish and change cut-off times for the receipt and processing of wire transfer requests, amendments or cancellations. For the services subject to this Agreement, our business days are Monday through Friday 7:30 a.m. to 4:30 p.m., excluding holidays. Any request received after 2:00 p.m. will be processed on the following business day.

**Cancellation or Amendment of Wire Transfer Request(s) and Termination** – You may not be able to cancel or amend a request after it is received by us. However, we may, in our sole discretion, use reasonable efforts to act on your request for cancellation or amendment. Any request for cancellation or amendment is subject to applicable security procedure(s). We shall have no liability if such cancellation or amendment is not processed. Furthermore, you shall be solely liable for any and all damages arising or related to any amendment or cancellation; and agree to indemnify and hold us harmless from any and all liabilities, costs and expenses we may incur in attempting to cancel or amend any transfer. We may terminate any wire transfer request immediately at any time upon telephone notification to you if (1) you have not provided us with the correct information; (2) you have breached this agreement; or (3) we become aware of information which may indicate illegal or improper transactions.

**Account Owners Instructions Identifying Beneficiary or Financial Institution** – You acknowledge and agree that when you provide us with the name and account number when requesting a transfer, that payment may be made solely on the basis of the account number even if the account number identifies a beneficiary different from the beneficiary named by you. Further, payment instructions identifying a beneficiary's financial institution name, routing and transit number may result in payment solely on the basis of the routing and transit number even if the

name of the institution does not correspond to said numbers. You further agree that your obligation to pay the amount of the wire transfer to us is not excused in such circumstances. Likewise, wire transfers received by us for your benefit may be paid by us solely on the basis of account number.

**Account Statements and Notices** – All transfers subject to this Agreement will be reflected on your periodic account statement(s). Notification of receipt of all such transfers will be provided by including such item in the periodic account statement(s) we provide to you. You may inquire whether a specific transfer has been received at any time during our normal business hours. You agree to review each statement or other notice for any discrepancies in connection with transfers. If you think a transfer is not authorized, wrong, or if you need more information about a transfer, you must contact us in writing upon discovery of the error or within 30 days after you receive the first notice or statement that reflects the discrepancy you allege, whichever is earlier. Failure to do so will relieve us of any obligation to pay interest or otherwise compensate you for the amount of any unauthorized or erroneous transfer.

**Method Used to Make the Wire Transfer** – We may select any means for the transmission of funds we consider suitable, including but not limited to the Credit Union's own internal systems or Fedwire. Any subsequent financial institution may also use Fedwire. Any use of Fedwire shall be governed by applicable Fedwire regulations. The Credit Union is not responsible for performance failure as a result of an interruption in transfer facilities, labor disputes, power failures, equipment malfunctions, suspension of payment by another party, refusal or delay by another financial institution to accept the transfer, war, emergency conditions, fire, earthquake or other circumstances not within our control.

**Limitation of Credit Union's Liability** – In addition to any defense or exception from liability provided in under applicable law, we shall only be responsible for performing the wire transfer service provided in this agreement pursuant to the instruction you give (when acceptable to us and under applicable law) and shall be liable only for our failure to act with "ordinary care" or we if act with willful misconduct, which failure or willful conduct is the proximate cause of such liability. However, our liability in any such case shall be limited to actual damages; and in no matter or case shall we be liable for any special, indirect, exemplary, consequential or punitive damages (including lost profits). Further, we shall in no case be responsible for the payment of any attorneys' fees or other legal expenses. If we become obligated to pay dividends to you under applicable law, you agree that the dividend rate shall be equal to the dividend rate applicable to the account on which the transfer was made. If you make a request which instructs us to wire funds to any foreign country, we have no liability arising or relating to length of time necessary to complete such transactions provided we have acted with ordinary care; and without willful misconduct. You may incur fees from the Credit Union and processing institution for any trace requests made. A foreign wire cannot be traced until 5 business days have passed.

**Your Liability to the Credit Union** – You shall be liable to us for and shall indemnify and hold us harmless from any and all claims, causes of action, damages, expenses (including reasonable attorney's fees and other legal expenses), liabilities and other losses resulting from acts, omissions, or provision of invalid or inaccurate data by you.

**Provisional Payment** – We may in our sole discretion give you a credit for wire transfers before we receive final settlement of the funds transfer. We reserve the right to reject any such payment or transfer without liability to you. Any such credit is provisional until we receive final settlement. If we do not receive such settlement, we are entitled to a refund from you in the amount provisionally credited.

**Choice of Law** – Except as otherwise required by applicable law, this agreement and any dispute arising hereunder or relating hereto shall be construed and governed by the laws of the State of Maine.

**Fees** – We will charge you a fee for outgoing domestic wires and for outgoing international wires. We do not currently charge a fee for all incoming wire transfers. Please refer to our Rate and Fee Schedule for the most updated information. Additional fees may be assessed by the receiving financial institution or any intermediary financial institution. Trademark FCU cannot determine if and what fees will be charged.