



Business Services

BUSINESS DIGITAL BANKING WIRE TRANSFER SERVICE ADDENDUM

This Business Digital Banking Wire Transfer Service Addendum ("**Wire Addendum**") between you, including any person(s) or business entity(s) who own or are authorized to access any account(s) of yours ("**you,**" "**your**" or "**the Member**"), and Golden 1 Credit Union ("**Golden 1,**" "**we,**" "**our,**" "**us,**" and "**the Credit Union**") provides information and states the terms and conditions that govern your use of and access to Business Digital Banking Wire Transfer Services ("**Wire Transfer Service(s)**" or "**Service(s)**") and shall form part of the Business Digital Banking Services Agreement (together "**the Agreement**") to which you are bound. By electing to enroll in Wire Transfer Services, the Member agrees to the terms of this Agreement. The Agreement together with the Business Deposit Account Disclosure and Membership Agreement are the complete and exclusive statement of the agreement between you and the Credit Union with respect to the subject matter hereof and supersedes any prior agreement(s) between you and the Credit Union with respect to such subject matter. The Credit Union may amend any of the terms and conditions contained in this Agreement at any time. Such amendments shall become effective immediately upon Member's receipt of written notice or upon a later date as specified in the Credit Union's notice to Member.

The Agreement applies to all Wire Transfer Services and Wire Transfer Requests made thereto by the Credit Union to the Member. You agree that the Services will be used in accordance with the Agreement and shall be construed consistently with the terms of the Business Deposit Account Disclosure and Membership Agreement, as applicable. Unless otherwise defined herein, the terms used in this Addendum shall have the same meaning as set forth in Article 4A of the Uniform Commercial Code. Each time you access the Business Online Banking System to request a wire transfer payment (funds transfer), you agree to be bound by the following terms and conditions:

Wire Transactions/Funds Transfer: A funds transfer (wire transfer) is the transaction or series of transactions that begins with the originator's payment order from their account at the Credit Union, made for the purpose of making payment to the beneficiary of the order. A funds transfer is complete once the beneficiary's bank accepts the payment order for the benefit of the named beneficiary. Your order cannot state any conditions of payment to the beneficiary other than the time and amount of payment.

When you wish to initiate a wire transfer through the Credit Union to accounts maintained at another depository financial institution, the Member must access Business Online Banking to complete the wire transfer. The beneficiary

and dollar amount for a Wire Transfer under this Agreement may be limited. These limits are designed to be flexible to protect the security and integrity of the service and accounts of the Credit Union, the Member, and all other users of the Service. Based on confidential fraud and essential risk criteria, they may be modified at the Credit Union's sole discretion without advance notice. The types of wire transfers that can be initiated, the eligible recipients, and applicable limits will be communicated to you after setting up the Service, but prior to its activation. The Credit Union reserves the right to reject any Service set-up or Wire Transfer Request. The Credit Union may restrict the use of wire transfers for new accounts and newly added account signers.

International wire origination services: International wire transfers are sent from Golden 1 business member accounts in the United States to individuals or businesses located in an international country. The business member may only send international wire transfers to countries on the offered countries list, which may change from time to time in our sole discretion.

Authorized Accounts: The Member represents to the Credit Union that the Authorized Accounts will be maintained primarily for commercial purposes. An Authorized Account is a deposit account you have with us that you have designated as a source of payment orders you issue to us. If you have not designated an account, any account you have with us is an Authorized Account to the extent that payment of the payment order is not inconsistent with the use of the account.

Method Used to Execute a Wire Transfer: The Credit Union may select any means for the transmission of funds that the Credit Union considers suitable, including but not limited to the Federal Reserve Communications System (Fedwire). The Credit Union may make use of correspondents, agents, and funds transfer and communication systems. Such third parties shall be deemed the Member's agents, and the Credit Union shall not be liable for any errors, delay, mis-delivery, or failure of delivery by any of them unless applicable law says otherwise.

Cut-Off Times: The Credit Union has specific cut-off hours for processing Wire Transfers. Outgoing wire requests received at a Golden 1 branch before 1:00 p.m. Pacific Time, Monday through Friday will be processed the same day. Wire requests submitted after the 1:00 p.m. cutoff on Friday will be processed the following Monday, unless it's a holiday, in which case it will be processed on the next business day following the holiday. Wires are not processed on weekends or Federal Reserve Holidays.

Notwithstanding the foregoing, all Wire Transfer Requests are subject to internal review based on the amount of the transaction, availability of funds, a successful fraud screening, and such other factors that the Credit Union may determine to apply from time to time. In the event we determine that there are risks associated with a transfer, we may delay or cancel the transfer and notify you or direct you to contact us to provide additional details on the transfer before funds are released.

International Wire Transfers. Golden 1 may use any agent or correspondent without liability for their acts or defaults: Golden 1, 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 Golden 1 or any of its correspondents or agents.

Golden 1 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, Golden 1 will request that the Correspondent Bank send a tracer to determine the status of the transfer. The Member understands that a fee for tracer requests, which are considered a form of wire research, will be assessed to the business account prior to the expiration of the ten (10) days.

International wire transfers can be sent in US Dollars or International currency at an exchange rate gathered in real-time. The funds to finance the international wire origination request must be available to successfully initiate the international wire origination request.

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 to 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, a refund will be made only after Golden 1 is in possession of the funds; and if this order is payable in foreign currency, Golden 1 shall not be liable for any change in market value. Golden 1 shall be entitled to deduct all expenses incurred by Golden 1 from any refund.

Exposure Limits. Exposure limits refer to the maximum dollar amount of wire transfer transactions initiated by the Member, as established by Golden 1. The total dollar amount of wire transfers originated by the Member to Golden 1 shall comply with limits established at Golden 1's discretion and provided to the Member in writing at

the time the Wire Services are established. Files exceeding the limits will be processed at Golden 1's discretion. Golden 1 is not obligated to transmit any file exceeding the limits. If the Member needs to send a wire transfer that exceeds the processing limits, it should notify Golden 1 in advance and request permission to process the file over the limits. Golden 1 may increase or decrease the Member's limits, from time to time, at Golden 1's discretion, based on the Member's credit worthiness and financial position and any other factors chosen by Golden 1, consistent with all applicable law.

Security Procedures: The Member agrees and consents to the use of certain security procedures to confirm the validity of the Wire Transfer Request made pursuant to the Agreement. The Member understands the security procedures are not designed to detect errors in the content of the Wire Transfer Request or to prevent duplicate transfers. Some elements of the procedures will vary, depending upon the method used to initiate a Wire Transfer. The Member hereby agrees that the utilization of any security procedure established hereunder shall constitute an agreement to its use and affirmative acknowledgment of its commercial reasonableness. The Member further agrees that any Wire Transfer Request that is acted upon in good faith by the Credit Union in compliance with these security procedures, whether in fact authorized by the Member, shall constitute an authorized Wire Transfer. The following security procedures shall apply to the Agreement: Before accepting any such Wire Transfer Request, the Credit Union will: (1) apply fraud-related screens to the wire instructions; (2) request and receive any other proof of identification or any other documentation from you or the Member's authorized representative, which the Credit Union may, in our sole discretion, require under the circumstances.

The Member acknowledges that you are solely responsible for the access of its employees, agents, representatives and/or assigns ("Authorized Person(s)"), to the Wire Transfer system. The Member further agrees you are solely responsible for controlling the distribution, safekeeping of, and access to, the security procedures, repetitive transfer request codes, initial passwords, and any other confidential code Golden 1 may provide and/or assign. Golden 1 may, but is not obligated to, require compliance with additional security procedures, such as answering security questions or entry of a one-time security code. Any transfer request accompanied by an appropriate password will be deemed made by an Authorized Person on the account. The Member agrees that its use of this Wire Transfer Service is at their own risk and Golden 1 shall not be liable for any loss incurred by the Member or any breach of security, to the extent permitted by law.

Golden 1 requires that the business use Dual Control for all wire transfer operations unless the Member declines the Dual Control requirement. The Member 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. To opt out of Dual Control, contact Business Member Support at 1-877-909-5656.

Force Majeure: The Credit Union will not be liable for any inability to perform our obligations under this Agreement due to causes beyond our control, including but not limited to, any accident, labor disputes, system failure, equipment malfunction, suspension of or refusal to accept payment by another bank, war, emergency conditions, fire, earthquake, or the failure of any third party to provide any electronic or telecommunication service used in connection with the execution or cancellation of a Wire Transfer.

Inconsistency of Name and Account Number: The Member acknowledges and agrees that when the Member (or a Member's authorized representative) provides the Credit Union with a name and account number to process a Wire Transfer, payment may be made by the beneficiary's/ designated recipient's bank solely on the basis of the account number, even if the account number identifies a person different from the beneficiary so named. The Credit Union or an intermediary financial institution may send a Wire Transfer to an intermediary bank or beneficiary's/ designated recipient's bank based solely on the bank identifying number, even if the payment order indicates a different name. The Credit Union may rely on all information contained in the Wire Transfer Request, regardless of who may have provided the information. You further agree that the Member's obligation to pay the amount of a Wire Transfer is not excused in such circumstances. Neither we nor any receiving or beneficiary bank have any responsibility to determine whether the name and identifying number refer to the same financial institution or person. Except as provided by applicable law, any losses resulting from an incorrect account number or the Member's misidentification of the beneficiary/designated recipient is the Member's responsibility and not ours.

Acceptance and Execution of Request by the Credit Union: A Wire Transfer Request is considered accepted when the Credit Union executes it. Please refer to the "Cut-Off Times" section for more details. You can verify whether the Wire Transfer Request has been executed by calling Business Member Support at 1-877-909-5656.

Payment to the Credit Union: The Member must pay the Credit Union the amount of the Wire Transfer, plus any applicable fees, before the Credit Union will execute the Wire Transfer Request. We may receive payment by automatically deducting from any Authorized Account the amount of the payment order plus the amount of any expenses and charges for our services in execution of your payment order. We are entitled to payment on the wire execution date. The execution date is when we release the wire. Please refer to the Business Fee Schedule for applicable charges for Wire Transfers.

Fees: The Credit Union charges the Authorized Account established fees per the current Business Fee Schedule for wire origination services (the "Online Wire Origination Module"). We charge a 'per wire' fee on all domestic and international wires, in addition to a monthly fee for each digital profile. No fees are charged for receiving incoming wires (on either domestic or international). Please refer to the Business Services Fee Schedule for more information. We reserve the right to amend the Fee Schedule and fees therein at any time, at our sole discretion.

Rejection of a Wire Transfer: The Credit Union has no responsibility to accept any incoming Wire Transfer(s) for the Member's benefit. Likewise, the Credit Union has the right to reject any Wire Transfer Request(s) for an outgoing wire transfer for reasons including, but not limited to: (i) insufficient or uncollected funds in the account specified in the Wire Transfer Request; (ii) a request that fails the Credit Union's security procedures, as outlined in the section on Security Procedures; (iii) the Credit Union is unable to verify the authenticity of the Wire Transfer Request; (iv) we are unable to execute the Wire Transfer due to the action of a third party/Member's agent described in the "Method Used to Execute the Wire Transfer" section; or (v) a request that fails any other part of the Credit Union's internal review, which may include a request that falls outside of the Credit Union's cut-off times, as detailed in the Cut-Off times section above.

If the Credit Union stops an outgoing Wire Transfer for any reason, your Online Outgoing Wires fee shall be refunded.

Notice of a Wire Transfer Not Executed: If the Credit Union determines not to execute or accept a Wire Transfer Request, the Credit Union will endeavor to notify the Member but shall have no liability for delay or failure to do so. If we do not execute your payment order that initiates the Wire Transfer, but give you notice of our rejection of your payment order after the execution date or give you no notice, we are not liable to pay you as restitution any interest on a withdrawable credit in a non-interest-bearing account.

The Credit Union will also endeavor to notify the Member promptly if a Wire Transfer is returned after its execution but shall have no liability by reason of delay or failure to do so. The funds transfer is completed upon acceptance by the beneficiary's bank. Your obligation to pay your payment order is excused if the funds transfer is not completed, but, notwithstanding the information contained within the section titled, "Rejection of a Wire Transfer," you are still responsible for paying us any expenses and charges for our services. However, if you told us to route the funds transfer through an intermediate bank, and we are unable to obtain a refund because the intermediate bank that you designated has suspended payments, then you are still obligated to pay us for the payment order. You will not be entitled to interest on any refund you receive because the beneficiary's bank

does not accept the payment order. Further, there shall be no obligation to resend a Wire Transfer if the Credit Union complied with the original Wire Transfer Request and such Wire Transfer was returned.

Cancellation or Amendment of Wire Transfer: Once the Credit Union receives a Wire Transfer Request, the request may not be able to be canceled or amended. The Credit Union may make reasonable efforts to act on any request for cancellation or amendment, provided that the request is received prior to our cutoff time and the method by which the Credit Union is notified of a request for cancellation or amendment complies with our security procedures. The Credit Union shall have no liability if such cancellation or amendment is not effected. The Member agrees to indemnify and hold the Credit Union harmless from any and all liabilities, claims, damages, costs, and expenses incurred attempting to cancel or amend the Wire Transfer. Any cancellation or amendment of a Wire Transfer by the Credit Union shall relieve the Credit Union of any obligation to act on the original Wire Transfer Request.

Erroneous Execution: If the Credit Union receives an order to pay you, and we erroneously pay you more than the amount of the payment order, we are entitled to recover from you the amount in excess of the amount of the payment order, regardless of whether you may have some claim to the excess amount against the originator of the order.

Duty to Report Unauthorized or Erroneous Payment: You must exercise ordinary care to determine that all Wire Transfer Requests or amendments to such Requests that we accept that are issued in your name are authorized, enforceable, in the correct amount, to the correct beneficiary, and not otherwise erroneous. If you discover an unauthorized, unenforceable, or erroneously executed payment order or amendment, you must exercise ordinary care to notify us of the relevant facts. The time you have to notify us will depend on the circumstances, but that time will not in any circumstance exceed fourteen (14) days from when you are notified of our acceptance or execution of the payment order or amendment or that your account was debited with respect to the order or amendment. If you do not provide us with timely notice, you will not be entitled to interest on any refundable amount. If we can prove that you failed to perform either of these duties with respect to an erroneous payment and that we incurred a loss as a result of the failure, you are liable to us for the amount of the loss not exceeding the amount of your order.

Account Statements: Except as provided by applicable law, the Member agrees that the Credit Union is not required to provide a separate notice of incoming or outgoing Wire Transfers. All Wire Transfers will be reflected on the Member's electronic account statement. The Member is encouraged to access Business Online Banking to review electronic account statements for any discrepancies, unauthorized transactions, or errors in connection with any Wire Transfers. Except as otherwise provided herein, if a

Wire Transfer is thought to be wrong or if more information about a Wire Transfer is needed, please contact the Credit Union in writing upon discovery of the error or within fourteen (14) days from the date the statement is postmarked or otherwise available, whichever is earlier. Failure to do so will relieve the Credit Union of any obligation to pay interest on the amount of an unauthorized or erroneous Wire Transfer for which the Credit Union is liable. Furthermore, the Member will also be liable for any damages or losses the Credit Union may incur as a result of the Member's failure to notify within the time period stated in this section.

Mail to:
Golden 1 Business Services
P.O. BOX 15207
SACRAMENTO, CA 95851-0207
1-877-909-5656

Duty of Reasonable Care: The Credit Union shall exercise good faith and reasonable care in processing Wire Transfer Requests. The Member shall similarly exercise good faith and reasonable care in observing and maintaining security procedures, in communicating Wire Transfer Requests to the Credit Union, and in reviewing periodic statements for any discrepancies.

Liability of the Credit Union: The Credit Union shall be responsible only for performing the Wire Transfer Service expressly authorized by the Member pursuant to the Authorization and Agreement for Treasury Services provided and acknowledged by the Member; provided, the Credit Union shall be liable only for our own gross negligence or willful misconduct in performing such service. The Credit Union shall be entitled to rely solely on the information, representations, and warranties provided by Member pursuant to this Agreement, and shall not be responsible for the accuracy or completeness thereof. The Credit Union shall not be liable to any third party or for any act or omission of the Member or any third party, including, but not limited to, third parties used in executing a Wire Transfer or performing a related action, and no such third party shall be deemed to be our agent. **IN NO EVENT SHALL THE CREDIT UNION BE LIABLE FOR ANY DAMAGES OF ANY KIND INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOSSES, OR EXPENSES ARISING OUT OF OR IN CONNECTION WITH THE WIRE TRANSFER SERVICE, EVEN IF THE CREDIT UNION HAS BEEN ADVISED OF THE POSSIBILITY OF SAME.** Except as otherwise provided by applicable law, the maximum period for which the Credit Union shall be liable for interest on any amount to be refunded or paid with respect to an unauthorized, erroneous, or other Wire Transfer Request is thirty (30) days.

Interest Compensation: In the event the Credit Union is liable to the Member for interest compensation under this Addendum, or applicable law, interest shall be calculated at

the average of the Credit Union's deposit rate for the period involved; or at such other rate that the Credit Union may agree to, in writing, from time to time.

Liability of the Member: Except as otherwise provided by law, the Member shall be liable for any loss or damage to which the Member's negligence contributed or which resulted from unauthorized, fraudulent, or dishonest acts by the Member's current and/or former authorized representatives. Such liability includes, but is not limited solely to, instances when a current or former authorized representative effects one or more Wire Transfers or improper use of security procedures to effect a Wire Transfer to the Member's detriment.

Objection to Payment. If we give you a notice that reasonably identifies a payment order issued in your name as sender for which we have accepted and received payment, you cannot claim that we are not entitled to retain the payment unless you notify us of your objection to the payment within one year of our notice to you.

Compliance with Anti-Money Laundering and Exchange Control Regulations and OFAC Enforced Sanctions: The Member warrants all Anti-Money Laundering and Exchange Control laws and regulations including economic and trade sanctions promulgated by the Office of Foreign Assets Control of the U.S. Department of Treasury in relation to any Wire Transfer will be adhered to. In particular, the Member warrants that the information given to the Credit Union by the Member is accurate. The Credit Union may disclose any information that the Credit Union, in its sole discretion, thinks necessary or desirable to disclose; except the Credit Union will only disclose confidential information if required by law, a court, or legal, regulatory, or governmental authority, or as permitted by law in order to combat, prevent, or investigate issues arising under anti-money laundering laws, economic sanctions, or criminal law. Sometimes legal, regulatory, or governmental authorities require additional information, either with respect to individuals, entities, or particular transactions. The Member agrees to promptly supply all such information, which any such authority may require, and/or which the Credit Union may be required to supply, in relation to the individual, entity, or particular transaction.

If the Member, or the Member's authorized representative, breach any such laws or regulations, the Member irrevocably agrees that the Credit Union may retain any monies or funds transmitted to us pursuant to the Agreement and/ or not fulfill any Wire Transfer Request if the Credit Union is required to take or refrain from such action by any legal, regulatory, or governmental authority or if the Credit Union reasonably believes that such action may violate any laws or regulations described herein, and such monies shall not bear interest against us. The Member further agrees that the Credit Union may pay such monies to the appropriate legal, regulatory, or governmental authority, when required by law.

Records: All records, in whatever form, used by the Credit Union for Transactions contemplated by the Agreement shall be and remain the Credit Union's property. The Credit Union may, at its sole discretion, make available such information upon Member's request. Member shall pay any expenses incurred by the Credit Union in making such information available to Member.

Indemnification: In consideration of the Credit Union agreeing to accept Wire Transfer Requests in the manner set forth herein, the Member shall forever indemnify and hold the Credit Union, its officers, directors, employees, successors, predecessors, representatives, principals, agents, assigns, parents, subsidiaries and/or insurers harmless from and against all liability, claims, damages, costs, or expenses (including reasonable attorney's fees) that the Credit Union may incur without regard to the merit or lack thereof, arising out of, or related in any way to the matters set forth herein, or to the Wire Transfer Service, which shall be provided pursuant to the terms of the Agreement. The Member's agreement to indemnify and hold harmless shall survive the expiration and/or termination of the Agreement and all provisions contained herein.

Termination of Service: The Credit Union may terminate the Service at any time or amend or change the terms of the Agreement without advance notice. Requests to remove or modify services must be made to an authorized representative of Golden 1. Contact Business Member Support at 877-909-5656 or via email to BusinessServices@golden1.com.

Governing Law: The Wire Transfer Service and these terms and conditions shall be governed by the internal laws of the State of California without regard to its conflicts of rules and the laws of the United States.