WINGS CREDIT UNION FUNDS TRANSFER AGREEMENT AND NOTICE

Article 4A of the Uniform Commercial Code, as adopted by the state of Colorado, Subpart B of Regulation J, as issued by the Board of Governors of the Federal Reserve, Subpart B of Regulation E, as issued by the Consumer Financial Protection Bureau, and the Foreign Account Tax Compliance Act are the laws and regulations that cover the movement of funds by means of wire transfers, and some book transfers on the Credit Union's records.

The foregoing laws and regulations are intended to establish a comprehensive legal framework covering the duties, responsibilities and liabilities of all parties involved in a funds transfer. In this Wire Funds Transfer Agreement and Notice ("Agreement"), the following words have the following meanings:

a. "We," "us," "our" and "Credit Union" mean Wings Credit Union.

b. "You," "your" and "yours" mean each person (whether one or more persons) who has a deposit account with the Credit Union and requests the Credit Union to send a funds transfer to a designated beneficiary.

c. "Funds transfer" means the series of transactions, beginning with the originator's payment order, made for the purpose of making payment to the beneficiary of the order.

d. "Payment order" means an instruction of a sender to a receiving bank, transmitted orally, electronically, or in writing, to pay, or to cause another bank to pay, a fixed or determinable amount of money to a beneficiary, provided that (1) the instruction does not state a condition to payment to the beneficiary other than time of payment; (2) the receiving bank is to be reimbursed by debiting an account of, or otherwise receiving payment from the sender; and (3) the instruction is transmitted by the sender directly to the receiving bank or to an agent, funds-transfer system, or communication system for transmittal to the receiving bank.

e. "Beneficiary" means the person to be paid by the beneficiary's bank.

f. "Beneficiary's bank" means the bank identified in a payment order in which an account of the beneficiary is to be credited pursuant to the order.

g. "Receiving bank" means the bank to which the sender's instruction is addressed.

h. "Sender" means the person giving the instruction to the receiving bank.

i. "Originator" means the sender of the first payment order in a funds transfer.

j. "Third Party Processor" means Primary funds transfer system used for the transmission and settlement of payment orders governed by Subpart B of Regulation J of the Board of Governors of the Federal Reserve.

This Agreement contains several notices which the Credit Union is required to provide to you and establishes other terms of agreement which will apply to all funds transfers which involve you and the Credit Union. Using the Credit Union to send or receive funds transfers will constitute your acceptance of all the terms and conditions contained in this Agreement.

To the extent that the terms contained in this Agreement are different than those in any other agreement or terms of account, this Agreement will control and be deemed to modify such other agreements or terms of account. If any part of this Agreement is invalid, illegal, or unenforceable, the remaining provisions will remain in full force and effect.

1) This Agreement applies to funds transfers as defined in Article 4A of the Uniform Commercial Code (Article 4.5 of Title 4 of the Colorado Revised Statutes), Subpart B of Regulation J of the Board of Governors of the Federal Reserve, and, for international funds transfers, Subpart B of Regulation E of the Consumer Financial Protection Bureau, and the Foreign Account Tax Compliance Act.

2) The Credit Union may establish or change cut-off times for the receipt and processing of funds transfer requests, amendments, or cancellations. Unless other times are posted for the various types of funds transfers, the cut-off time for domestic wire transfers is 3 p.m. Mountain Time and for international wire transfers is 1 p.m. Mountain Time, on each weekday, Monday through Friday, that the Credit Union is open

which is not a federal holiday. Payment orders, cancellations or amendments received after the applicable cutoff time may be treated as having been received on the next business day and processed accordingly.

3) The Credit Union may charge your account for any funds transfer initiated by you or by any person authorized by you as a joint owner or other authorized party with the right of access to the account from which the funds transfer is to be made (collectively, your "Authorized Agents"). You must provide us with a complete list of your Authorized Agents at the time the funds transfer is initiated, as only you and your Authorized Agents will be permitted to initiate funds transfers from your accounts at the Credit Union. You understand and agree that you are fully responsible for all transactions conducted by your Authorized Agents, regardless of whether such transactions are authorized by you or exceed the amounts of any transaction authorized by you. You must promptly notify the Credit Union of any changes in your Authorized Agents by providing us with written notification of such change. Changes in Authorized Agents by you will be effective the business day following our receipt of written notice. If the Credit Union accepts a wire transfer request consistent with this Agreement, you agree that any such transfer request which we receive are effective as your transfer request, whether or not authorized.

4) You and the Credit Union agree that the following specified security procedures represent a commercially reasonable method of providing security against unauthorized payment orders: (a) Only individuals named in your application for membership or your Authorized Agents shall issue transfer request to us; and (b) we reserve the right to telephonically contact any individual named in your application for membership or your Authorized Agents for the purpose of confirming a transfer request, regardless of amount, although we have no obligation to do so. If we cannot obtain a confirmation satisfactory to us, then we reserve the right to refuse to honor any wire transfer request.

5) We have no responsibility to verify the identity of any party identifying themselves as an individual authorized to receive a telephonic confirmation of any wire transfer request, other than to verify that the name given by such party corresponds to a party named in your application for membership or is an Authorized Agent. If for any reason, we are not satisfied that a wire transfer request was issued by an authorized party or confirmed as an authorized party, we may refuse to execute the transfer request. If we do so, we shall not incur any liability of any nature. You agree to prevent disclosure, other than a need-to- know basis, of any of the aspects of the security procedures which you have agreed to with us. You will notify us immediately if you believe the confidentiality of the security procedures has been compromised and you shall act to prevent the security procedures from being further compromised.

6) You understand and agree that the Credit Union in its sole discretion may amend the security procedure(s). You authorize the Credit Union to record electronically or otherwise any telephone calls and instructions relating to any funds transfer under this Agreement.

7) If you send or receive a wire transfer, Third Party Processor may be used. This means that your rights and liabilities in a wire transfer involving Third Party Processor will be governed by Regulation J. If you request a wire transfer to be sent to a beneficiary in a foreign country, your rights and liabilities pertaining to such wire transfer will also be governed by Subpart B of Regulation E of the Consumer Financial Protection Bureau and the Foreign Account Tax Compliance Act. The Credit Union will be excused from delaying or failing to execute a funds transfer if it would result in the Credit Union's exceeding any limitation on its intra-day net funds position established through the Federal Reserve guidelines or if it would result in violating any present or future risk control program of the Federal Reserve or a rule or regulation of other governmental regulatory authorities.

8) If you give the Credit Union a payment order which identifies the beneficiary by both name and identifying account number, payment may be made by the beneficiary's bank based on the identifying account number, even if the number identifies a person different than the named beneficiary. This means that you will be responsible to the Credit Union if the funds transfer is completed based on the identifying account number you provided to the Credit Union.

9) If you give the Credit Union a payment order which identifies an intermediary or beneficiary's bank by both name and an identifying number, a receiving bank may rely on the number as the proper identification even if it identifies a different person or institution than the named financial institution. This means that you will be responsible for any loss or expense incurred by a receiving financial institution which executes or attempts to execute the payment order in reliance on the identifying number you provided.

10) For international funds transfers, you understand that you will receive a notice regarding your error resolution and cancellation rights at the time you request the international funds transfer, but prior to payment for the transfer. You will be notified of any withholding required by federal law or regulations.

11) The Credit Union will not be liable for acts or omissions by you or any other person including, without limitation, any funds transfer system, any Federal Reserve Bank, any beneficiary's bank, and any beneficiary, none of which will be deemed the Credit Union's agent.

12) If the Credit Union receives a funds transfer for you or for other persons authorized to have access to your account, you agree that the Credit Union is not obligated to provide you with next-day notice of the receipt of the funds transfer. The Credit Union will provide you with notification of the receipt of all funds transfers by including such items in the periodic account statements which the Credit Union provides. You may inquire between receipt of periodic statements whether a specific funds transfer has been received. Credit given by us to you is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry. If the Credit Union receives notice that a wire transfer transmitted by the Credit Union has been rejected, the Credit Union will notify you of such rejection (including the reason given for rejection) by telephone, electronic message, or U.S. mail. The Credit Union shall have no further obligation to transmit the rejected wire transfer if it complied with this Agreement with respect to the original transfer request.

    For domestic funds transfers, you have no right to cancel or amend any transfer request after it is received by the Credit Union; however, the Credit Union will use commercially reasonable efforts to act on a cancellation or change request if it is received from you in accordance with the agreed-upon security procedures. The Credit Union will have no liability if the cancellation or change is not affected.

    13) For international funds transfers, your right to cancel any such transfer will be set forth in a notice provided to you at the time you request the international funds transfer, but before you pay for the transfer. Generally, if you think there was an error in connection with your international funds transfer request, you must contact us within one hundred eighty (180) days at (719) 574-1100 or 800-525-9623 or online at WingsCO.com or email us at EBOManagement@ent.com. You may cancel an international funds transfer request within thirty (30) minutes of payment unless the funds have been picked up or deposited.

14) If the Credit Union becomes obligated under Article 4A of the Uniform Commercial Code (Article 4.5 of Title 4 of the Colorado Revised Statutes) to pay dividends to you, you agree that the dividend rate to be paid will be equal to the dividend rate, on a daily basis, applicable to the account at the Credit Union to which the funds transfer should have been made or from which the funds transfer was made.

15) The Credit Union may, in its sole discretion, reject any funds transfer request which: (1) exceeds the collected and available funds on deposit in your designated account(s); (2) is not authenticated to the Credit Union's satisfaction or which the Credit Union reasonably believes may not be authorized by you; (3) contains incorrect, incomplete or ambiguous information; (4) involves funds subject to a lien, hold, dispute or legal process pending their withdrawal; or (5) involves a transfer that is prohibited under applicable law, rule, or regulation. You understand and agree that the Credit Union will incur no liability for any loss occasioned by the Credit Union's refusal to accept any funds transfer order.

16) The Credit Union will have the right to charge the amount of any funds transfer request to any of your accounts at the Credit Union if no account is designated, or if a designated account has insufficient collected funds to cover the amount of a funds transfer request. The Credit Union may charge a service charge for services relating to the sending or receiving of the funds transfer request.

17) For international funds transfers, you understand that the Credit Union is required to disclose the exchange rate to be used to effectuate the transfer. You understand and agree that there may be instances in which you request such funds to be delivered in a particular currency, but the funds are later converted into another currency due to facts that cannot be known by us. In such case, we will disclose the exchange rate based on your request, even if the funds are ultimately received in a different currency.

    If you do not know the currency in which the funds will be received, or, if you request funds to be received in the currency in which the international funds transfer is funded, the Credit Union may assume that the currency in which funds will be received is the currency in which the funds transfer is funded.

    You further understand and agree that if the Credit Union does not have specific knowledge regarding the currency in which the funds will be received, the Credit Union may rely on your representation as to the currency in which the funds will be received for purposes of determining whether an exchange rate is applied to the international funds transfer.

    If an international funds transfer is returned for any reason, you agree to accept the refund in United States dollars in the amount of the foreign money credit, based on the then-current buying rate of the bank converting the currency to United States dollars as of the date of refund, less any charges and expenses incurred by the Credit Union.

18) Except as expressly prohibited by applicable state and federal laws and regulations, you understand and agree that the Credit Union will not be liable for any loss or liability arising from: (1) any unauthorized transfer or interest thereon (including, but not limited to, fraudulent transfers and/or a transfer which the Credit Union failed to abide by the agreed upon security procedures) which you fail to report to the Credit Union within thirty (30) days after your receipt of notification of the transfer; (2) any negligent or intentional action or inaction on the part of any person not within the Credit Union's reasonable control, including, but not limited to, the failure of other financial institutions to provide accurate or timely information; (3) the failure of other financial institutions to accept a funds transfer order; (4) your negligent or intentional action or inaction and/or breach of this Agreement; (5) any ambiguity or inaccuracy in any instruction given to the Credit Union by you or your Authorized Agent(s); or (6) any error, failure or delay in execution of any funds transfer instruction, or cancellation or amendment caused by circumstances beyond the Credit Union's reasonable control, including, but not limited to, any computer or communication facilities malfunction.

    Except as otherwise provided by applicable state or federal laws or regulations, the Credit Union's liability for any negligent or intentional action or inaction in connection with any funds transfer request will be limited to your direct loss and payment of interest. UNDER NO CIRCUMSTANCES WILL THE CREDIT UNION BE LIABLE FOR ANY LOST PROFITS, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES WHICH YOU MAY SUFFER IN CONNECTION WITH THIS AGREEMENT AND/OR ANY FUNDS TRANSFER REQUEST.

19) Subject to applicable state and federal laws and regulations, the Credit Union may amend the terms of this Agreement at any time by providing notice of such amendment to you in writing or electronically. By thereafter using or continuing to use the Credit Union's funds transfer services, you agree to such amendments.

20) Except as otherwise expressly provided by applicable state and federal laws and regulations, this Agreement and all transactions initiated hereunder will be governed by and constructed in accordance with the internal laws of the state of Colorado, notwithstanding any conflict of laws and/or doctrines which state to the contrary.

21) **Suspension of EFT Access or Service.** If you are in breach of this Agreement or any other loan or service agreement with us or we suspect fraudulent activity on your account, we may without prior notice restrict access to your accounts or suspend your electronic services or access devices, including ATM or debit cards, online or mobile banking services and deposit or withdrawal functionality. Such restrictions may continue until you cure any breach condition, or any fraud condition is resolved.