

VOLUNTEER CORPORATE CREDIT UNION

AGREEMENT FOR FUNDS TRANSFER

THIS AGREEMENT, dated the _____ day of _____, 20____, between Volunteer Corporate Credit Union ("VolCorp"), a credit union with its principal place of business located at 2460 Atrium Way, Nashville, TN 37214 and _____ ("Credit Union"), with its principal place of business located at _____.

WITNESSETH:

WHEREAS, from time to time, Credit Union may desire to initiate a funds transfer, as hereinafter defined, utilizing the funds transfer capabilities of VolCorp. In addition, from time to time, VolCorp may receive funds transfers to an account of Credit Union at VolCorp or for further transfer to a member of Credit Union. As a condition precedent to effecting such transactions on or after July 1, 1991, Credit Union and VolCorp agree as follows:

1. DEFINITIONS

Unless otherwise defined herein, or the context clearly requires otherwise, the terms used herein shall have the meanings provided in this section.

The terms used herein, and not otherwise defined shall have the meanings as found in Article 4A of the Uniform Commercial Code ("U.C.C.").

ARTICLE 4A - means Article 4A of the Uniform Commercial Code as adopted and as the same may be subsequently amended by the State of Tennessee.

CCUN SYSTEMS - means the electronic communications and data processing system operated by VolCorp to provide automated accounting and data processing for VolCorp and Credit Union.

PAYMENT ORDER - is an instruction of a sender to a bank (which includes a credit union) to pay or cause another bank to pay money to a beneficiary as provided for in Article 4A of the U.C.C.

EFFECTIVE ORDER - means a Payment Order effective as an order of Credit Union pursuant to Section 202(b) of Article 4A.

AUTHORIZED ORDER - means a Payment Order issued by Credit Union or, an order by which, pursuant to the law of agency, Credit Union is bound.

INTEREST - means interest calculated at the rate or rates equal to the overnight interest rate paid by VolCorp during the time Interest is payable.

LOAN AGREEMENT - The current Loan Agreement between Credit Union and VolCorp, on file at VolCorp and all amendments and modifications thereto.

SECURITY AGREEMENT - The current Security Agreement between Credit Union, as Grantor, and VolCorp on file at VolCorp and all amendments and modifications thereto.

SECURITY PROCEDURE - The Security Procedure specified in Section 2(c).

BUSINESS DAY - Any day excluding Saturdays and Sundays and legal holidays. Legal holidays are defined as when the Sixth District Federal Reserve Bank is closed.

2. GENERAL PROVISIONS

This Agreement covers all funds transfers between Credit Union and VolCorp, including a funds transfer which is excluded from Article 4A, because part of such transfer may be subject to the Electronic Funds Transfer Act of 1988, as amended from time to time and any implementing regulations. It is intended to supplement and, as applicable, implement the provisions of Article 4A. In addition to the specific provisions hereinafter set forth for each type of funds transfer, the following General Provisions should be applicable to all funds transfers, unless contrary to the express terms of the provisions for a specific type of funds transfer. Such specific types of funds transfer shall include ACH items, as well as fed wire items subject to Regulation J.

(a) Unless otherwise provided in the schedule for a specific type of funds transfer, the cut-off time for receipt and processing of Payment Orders shall be 12:30 p.m., Central Time, on each funds transfer business day. The same cut-off time shall be applicable to communications cancelling or amending a Payment Order. VolCorp may either execute or accept a Payment Order, cancellation or amendment received after the cut-off time, or it may treat it as received at the opening of the next funds transfer business day. VolCorp shall utilize its best efforts to execute or accept Payment Orders, cancellations or amendments received after the cut-off time, but it shall not be obligated to do so.

(b) This Agreement is intended to cover all funds transfers between VolCorp and Credit Union, whether or not such transfer is excluded from coverage of Article 4A by operation of Section 108 thereof.

(c) All Payment Orders shall be transmitted utilizing the Security Procedure, if any, as specified in writing from time to time by VolCorp and delivered to Credit Union for the type of Payment Order to which the Security Procedure pertains. Credit Union will notify VolCorp, in writing, if it does not want to use the Security Procedure specified by VolCorp. In this event, Credit Union shall notify VolCorp of the Security Procedures Credit Union wishes to use. If VolCorp agrees to the Security Procedures specified by Credit Union, Credit Union agrees to be bound by any Payment Order, whether or not authorized, issued in Credit Union's name and accepted by VolCorp in compliance with such Security Procedure.

(d) The authenticity of each Payment Order shall be verified by VolCorp utilizing the applicable Security Procedure. VolCorp shall not be required to follow any instruction which violates this Agreement, or any notice which is not received in time and in a manner affording VolCorp a reasonable opportunity to act on it before the Payment Order is accepted.

(e) If a Payment Order is not an Authorized Order, but is an Effective Order, VolCorp shall not be limited in the extent to which it is entitled to enforce or retain payment.

(f) (1) If VolCorp accepts a purported Payment Order of Credit Union which is not an Authorized Order, an Effective Order or enforceable against Credit Union, VolCorp shall promptly after determining such fact, refund or credit Credit Union's account at VolCorp for the amount of such Payment Order to the extent VolCorp is not entitled to enforce payment. In addition, VolCorp shall pay Credit Union Interest on the amount to be refunded from the date VolCorp received payment from Credit Union to the date of refund, if Credit Union notifies VolCorp within two (2) business days after the date Credit Union received notice from VolCorp that the Payment Order was accepted or Credit Union's account was debited.

(f) (2) Upon notification by Credit Union, VolCorp may with the consent of Credit Union, provisionally credit Credit Union's account for the amount of the Payment Order. If VolCorp

elects to provisionally credit Credit Union's account, such action shall be without prejudice to VolCorp's rights to recover such amounts from Credit Union if and to the extent the Payment Order is enforceable against Credit Union. If VolCorp is entitled to enforce the Payment Order, credit union shall be obligated to VolCorp for the amount of the Payment Order plus Interest for the time of provisional credit.

(f) (3) Because of the electronic communications facilities in place between VolCorp and Credit Union and their respective roles within the credit union system, the two (2) business day period after notification of an unauthorized Payment Order is considered to be reasonable.

(g) Credit Union acknowledges that VolCorp and the beneficiaries' bank in the funds transfer may rely on the number in a Payment Order that identifies the beneficiary, even if it identifies a person different from the person identified by name in the Payment Order if the beneficiaries' bank does not know of the inconsistency. VolCorp and the beneficiaries' bank have no duty to detect such inconsistency.

(h) Credit Union acknowledges that VolCorp may rely on the number in a Payment Order that identifies an intermediary bank or beneficiaries' bank, even if it identifies a bank different from the bank identified by name in the Payment Order, if VolCorp does not know the inconsistency. VolCorp has no duty to detect any such inconsistency.

(i) Any notice of rejection of a Payment Order shall be made by the means specified in the applicable schedule for the type of Payment Order. If no means are specified, VolCorp shall promptly notify Credit Union of such rejection as expeditiously as possible.

(j) Amendments or cancellations of Payment Orders may be made in the same manner and subject to the same Security Procedures as the Payment Order. No amendment or cancellation shall be effective unless it is received by VolCorp at a time and in a manner giving VolCorp a reasonable opportunity to act before VolCorp has accepted a Payment Order. After VolCorp has accepted a Payment Order, no amendment or cancellation will be effective without the agreement of VolCorp.

(k) VolCorp, as a beneficiaries' bank, shall accept all Fedwire Payment Orders for Credit Union. VolCorp shall not be obligated to accept any Payment Order from Credit Union including one which would require VolCorp to advance funds to Credit Union. If VolCorp, in its sole discretion, elects to advance funds to Credit Union to effect a Payment Order of Credit Union, such advance shall be deemed to be made pursuant to the terms of the Loan Agreement between VolCorp and Credit Union.

(l) (1) For each Payment Order which VolCorp accepts for Credit Union, VolCorp agrees to follow Credit Union's instructions concerning any intermediary bank or funds transfer system, or the means by which the Payment Order is to be transmitted.

(l) (2) If Credit Union does not designate an intermediary bank, Credit Union appoints VolCorp as its agent to select the intermediary banks for each funds transfer for which Credit Union does not select an intermediary bank necessary to complete the funds transfer. VolCorp shall use ordinary care in the selection of such intermediary bank and Credit Union shall be liable under Section 4A-402 for such Payment Order as if Credit Union had selected such intermediary bank. Credit Union shall indemnify and hold VolCorp harmless, from and against all costs, expenses and liabilities arising out of VolCorp's selection of an intermediary bank in accordance with the terms hereof. VolCorp shall not be obligated to use a designated funds transfer system if VolCorp determines that such use could unduly delay completion of the funds transfer.

(m) If VolCorp executes a Payment Order from Credit Union by issuing a Payment Order to a beneficiary different from the beneficiary designated in Credit Union's Payment Order, Credit Union shall not be obligated to pay VolCorp for the Payment Order.

(n) Credit Union shall promptly review all notices from VolCorp regarding the execution of Payment Orders for Credit Union. The Credit Union agrees that two (2) business days following notification is a reasonable time for advising VolCorp that a Payment Order was erroneously executed. Provided however, that the two (2) business day period shall not begin to run until Credit Union shall have received sufficient information to reasonably determine that the Payment Order was erroneous.

(o) (1) Except as provided in Section 4A-404(a), **in no event shall VolCorp be liable to Credit Union for any incidental, consequential, special or any other similar type of damage resulting from late or improper execution, or failure to exercise a Payment Order.**

(o) (2) VolCorp's liability shall be limited as provided in Section 4A-305 of Article 4A. No modification or attempted modification of this provision shall be effective unless such modifications shall have been approved by VolCorp's Board of Directors, executed by the President of VolCorp and attested by the Secretary or Assistant Secretary of VolCorp.

(p) Credit Union shall be obligated as specified in Section 4A-402 to pay VolCorp for all Payment Orders for which Credit Union is the sender and which VolCorp accepts.

(q) For each Payment Order that Credit Union is the beneficiary, VolCorp shall give notice of payment by posting such amounts to the records of Credit Union on CCUN System, or by such other means as Credit Union and VolCorp may agree, provided however, that under the operating rules of the National Automated Clearing House Association which are applicable to ACH transactions involving Credit Union's account, VolCorp is not required to give Credit Union next day notice of receipt of an ACH items, and will not do so. However, VolCorp will continue to notify Credit Union of the receipt of payments in the periodic statements VolCorp provides to Credit Union and may also post such information on the CCUN System.

(r) Credit given by VolCorp to Credit Union with respect to an Automated Clearing House credit entry, is provisional until VolCorp receives final settlement for such entry through a Federal Reserve Bank. If VolCorp does not receive such final settlement, Credit Union is hereby notified and Credit Union agrees that VolCorp is entitled to a refund of the amount credited to Credit Union in connection with such entry. In the event VolCorp does not receive final settlement, Credit Union agrees that VolCorp may reverse the entry on its records and, adjust Credit Union's account accordingly. The party making payment to Credit Union via such entry (i.e., the originator of the entry) shall not be deemed to have paid Credit Union the amount of such entry.

(s) (1) The provisions of this Agreement and Credit Union's rights and obligations with respect to the subject matter hereof, shall be governed by and construed under the laws of the State of Tennessee, except to the extent federal law will apply.

(s) (2) VolCorp may accept on Credit Union's behalf payments to Credit Union's accounts which have been transmitted through one or more Automated Clearing Houses and which are not subject to the Electronic Funds Transfer Act. Credit Union's rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the State of Tennessee as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving Credit Union's account.

(t) Credit Union shall pay VolCorp the charges for the services provided for herein as set forth in current VolCorp Services Price List and incorporated herein by reference thereto, and as the same may be amended from time to time as herein provided.

(u) From time to time, VolCorp may amend any of the terms and provisions contained in this Agreement, including without limitation, any cut-off time, Security Procedures, any business day, or any exhibit, schedule or notice provided for herein, and any Fee Schedule which is incorporated herein by reference thereto. Such amendments may become effective upon receipt of notice by Credit Union or such later date as may be stated in VolCorp's notice to Credit Union. An amendment by Credit Union shall be in writing and must be signed by VolCorp to be effective.

3. **MISCELLANEOUS**

(a) The rights and obligations of either party under this Agreement may not be assigned without the prior written consent of the other party.

(b) This Agreement may be terminated at any time by VolCorp or Credit Union upon thirty (30) days prior written notice; provided, however, that VolCorp may terminate this Agreement without notice upon the termination of Credit Union's membership in VolCorp, provided further however, that any termination of this Agreement shall not affect any of VolCorp's or Credit Union's obligations arising prior to termination.

(c) Obligations of Credit Union to VolCorp arising hereunder shall be secured by that certain Security Agreement between Credit Union as grantor and VolCorp in effect on the date hereof, which Security Agreement is hereby incorporated herein by reference thereto.

(d) This Agreement (including applicable wire transfer forms, the Schedules, and Exhibits attached hereto), is the complete and exclusive statement of the agreement between VolCorp and Credit Union with respect to the subject matter hereof and supersedes any prior agreement or agreements between VolCorp and Credit Union with respect to such subject matter.

(e) This Agreement shall supersede any existing agreement between VolCorp and Credit Union covering funds transfers. Each provision and agreement herein shall be treated as separate and independent from any other provisions or agreements and shall be enforceable notwithstanding the invalidity or unenforceability of any such other provision or agreement.

Except to the extent permitted by law, Volunteer Corporate Credit Union will not sell, transfer, or disclose nonpublic personal information provided by the Credit Union under this agreement. Volunteer Corporate Credit Union will not use information provided by the Credit Union for any purpose other than that for which it was provided.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the date mentioned above.

_____ **CREDIT UNION**

_____ **VOLUNTEER CORPORATE CREDIT UNION**

BY: _____
Authorized Signature

BY: _____
Authorized Signature

TITLE: _____

TITLE: _____

Address: _____

Address: 2460 Atrium Way
Nashville, TN 37214

"CREDIT UNION"

"VOLCORP"