



**SILVER
STATE
BANK**

SilverNet Online Banking Business Services Agreement

Business Name _____

Business Principal _____ **Title** _____

Address _____ **Phone** _____

*Note**** Complete the following if Business Principal wishes to designate someone other than him (her) self as the Online Banking Administrator*

Online Banking Administrator _____

Title _____

Access Code _____

Note - Access Code - Only if the Online Administrator is not an authorized signer. If no Access Code is given, the Online Administrator will be required to have an authorized signer call to reset the SilverNet password and/or Cash Management password on behalf of the Administrator, since we have no information for verification.

This agreement (the "Agreement") is between the Business ("the Business") and "Silver State Bank" ("Bank") for the delivery of the SilverNet Online Banking System as described below.

Section 1. Definitions

Account Transfers: The act of transferring money between a client's accounts on the Bank's SilverNet Online Banking product.

Accounts: Any Commercial or Personal Account as included on the Cash Management Application and approved by the Bank in writing.

User: Any individual that the Business Principal has authorized the access and use of the Cash Management System according to the rules and procedures described herein.

Business Day: The day during which the main office of Bank is open for business, in accordance with specified cut-off times, and during which Bank is able to download the Business's information and process transactions.

SilverNet Online Banking Business Services Agreement

Cash Management System: The products within SilverNet Online Banking known as Wire Transfer and ACH Origination.

ACH Origination: ACH Origination can be used in a variety of applications to expedite the payment and collection of funds. Transaction data is transmitted from the Bank to the Federal Reserve, and may be disseminated to any ACH member financial institution within the United States. The common uses of ACH are: Direct Deposit Payroll; EFTPS; Cash Concentration; Selective Debit and Credit Origination.

SilverNet Online Banking: Silver State Bank product that allows business clients and consumers to do a large part of they're banking from their own personal computer through the Internet. Clients are able to view their account statements, process stop payments, and transfer funds within their Silver State Bank accounts. Through the Cash Management System of SilverNet Online Banking, business clients may transfer funds via Wire Transfer and ACH Origination.

Current Balance: The Account balance that is the result of the total debit and credit activity as of a specific date and time for all Accounts.

Collected Balance: The Current Balance of the Account, less float.

Available Balance: The current balance of the Account minus holds, and memo posted debits plus memo posted credits.

Float: Dollar amount of deposited items that are in the process of collections from the drawee banks. Also known as uncollected funds.

Hold: A restriction on payment of all or any part of the balance in an account.

Memo Posted Debits: Any debits being posted to the account for business day. For example ACH debit transactions, wire transfers, and teller cashed checks.

Memo Posted Credits: Any credits being posted to the account for the business day. For example, ACH credit transactions and wire transfers.

Section 2. Function Capabilities

As a member of the Cash Management System, the Business may request any of the services listed below. The specific services selected by the Business are set forth in Addendum A which the Business agrees may be updated from time to time.

- a. Perform Account inquires on Account data and transaction history on the Accounts.
- b. Initiate stop- payment requests in accordance with Addendum C. The Business understands the electronically transmitted stop- payment orders are pending final verification that check has not been processed and that stop- payment is valid. The Bank must receive the stop- payment order in time to allow the Bank reasonable opportunity to act on it before the stop- payment cut-off time which is one hour after the opening of the next banking day after the banking on day which the Bank receives the item.

SilverNet Online Banking Business Services Agreement

- c. Request a wire transfer- the Business understands that wire transfer received after bank's cut-off time (1:00 p.m. Pacific Time) will not be processed until the following business day. Bank has the right not to process any wire request if collected funds sufficient to cover the wire transfer amount are not available in the Account. Wire transfer requests must be made in accordance with the Bank's **Wire Transfer Agreement**.
- d. Initiate transfers between any accounts set up within SilverNet Online Banking with the exception of time accounts. Refer to Addendum B for list of accounts. The Business is limited to six pre-authorized automatic transfer or withdrawals per month out of regular and money market savings accounts. Three of the six transfers for Money Market Accounts can be made by check, draft, or debit card. Transfers made via SilverNet Online Banking are included as preauthorized or automatic transfers subject to these limitations. Any transfers in excess of these limits must be done in person at the Bank or be subject to account closure.
- e. The Business is not permitted to transfer more than the available balance from deposit accounts.
- f. Initiate ACH transactions- the Business understands that ACH transactions received must provide for a one business day lead prior to the effective due date. Transactions received after the Bank's cut off time (11:00 a. m. Pacific Standard Time) will not be processed until following business day. ACH transactions must be in accordance with the appropriate **ACH Origination Agreement**.

Section 3. Acknowledgement of the Business

a. The Business is responsible for obtaining, maintaining, and updating the necessary hardware and related equipment needed to utilize SilverNet Online Banking. As of the date of this Agreement, the necessary equipment includes:

- Internet Connection
- Web Browser with 128-bit encryption.

Bank will notify the Business of changes in equipment requirements.

- b. Bank reserves the right to eliminate or change any of the function capabilities at any time without prior notice.
- c. Bank agrees to conduct initial training for the Business to set up the initial security provisions for SilverNet Online Banking. Bank is not responsible for the Business's actions or negligence in setting up the Business Principal, System Administrator, or User's security access to SilverNet Online Banking to appropriate employees and assigning User ID's to such appropriate employees. Business Principal, System Administrator and Users will not make any passwords or User ID's available to any non-authorized persons. Bank offers a further security procedure under Cash Management System whereby the Business and the Bank can establish dollar limits for transactions. Bank and Business agree that the password, User ID, dollar limits, and security procedures provided under the Cash Management System are commercially reasonable and the parties further agree that transactions conducted under the Business Principal, System Administrator, and User ID's shall be deemed to be authentic payment orders binding on the Business. The Business is responsible for all transactions made through the SilverNet Online Banking Business User's ID and password security system, regardless of whether such transaction was authorized.
- d. Bank will not be liable for non-authorized use of SilverNet Online Banking or for any losses that may result. The Business will notify Bank immediately if the Business believes that a Business Principal, System Administrator's or User's ID and/or password has been used without the Business's permission. The Business agrees to keep all Users' ID and/or password(s) strictly confidential at all times and agrees that the Business will be solely responsible for all transactions effected by use of such User's ID and/or password(s).

SilverNet Online Banking Business Services Agreement

- e. Employees of the Business will not disclose any information pertaining to its use or the components of SilverNet Online Banking.
- f. The Business has received and understands all signature card rules and regulations and all agreements and disclosures connected with opening of Accounts and acknowledge that this Agreement is in addition to any of these agreements and disclosures.
- g. The Business can communicate (i.e., upload ACH batches, originate wire transfers) with Bank during the following hours:

Monday through Friday	8:00 a.m. to 1:00 p.m. (Current day's transactions)
Saturday and Sunday, Bank Holidays	No access

- h. The Business will continue to receive regular account statements that describe all transactions for the Accounts including the transactions that the Business has initiated through the Cash Management System. The Business is responsible to promptly review all statements and report in writing any irregularities to the Bank at once. For all electronic transactions governed by Reg. E, errors must be reported in writing within sixty (60) days: other discrepancies must be reported within thirty (30) days after the statement date.
- i. Any pricing or policy changes adopted by Bank in future will constitute modifications or addends to the Agreement but will not nullify it.
- j. This Agreement shall continue until Bank receives written notification of the Business's revocation or until Bank advises the Business in writing that Bank will not continue this service for the Business. Termination by either party does not relieve the Business of its liability for transactions or responsibilities for payment of all fees incurred prior to termination. The Business does hereby authorize the Bank to charge the Accounts for any and all fees or charges due the Bank, upon occurrence.
- k. The Bank agrees to add/terminate services provided to the Business within a reasonable time period after receipt by the Bank of written notice by the Business, refer to Addendum A.
- l. The Bank shall not be liable for any failure to provide the services pursuant to this Agreement which is attributable (whether wholly or partially) to any acts beyond the Bank's control, including but not limited to acts of God, strikes, lockouts, riots, acts of war or terrorism, epidemics, governmental regulations superimposed after the fact, fire, communication line failures, power failures, earthquakes or other disasters. Under no circumstances shall the Bank be liable (whether in contract, tort, including negligence, strict liability or otherwise) for any indirect or consequential loss (whether foreseeable by the Bank or not) arising out of or related to the Business' use of SilverNet Online Banking.

Section 4. Acknowledgments, Responsibilities, and Liabilities of Bank

- a. Bank will provide training on use of SilverNet Online Banking.
- b. The Bank has entered into a licensing agreement with Jack Henry and Associates for the delivery of the SilverNet Online Banking and Cash Management System. Both SilverNet Online Banking and Cash Management System shall be considered part of Jack Henry and Associates, and all rights, title, and interest shall remain with Jack Henry and Associates.
- c. Except for acts of gross negligence or willful breach of duties by Bank, Bank will not be liable to Principal for any matters related to this Agreement, including without limitation, lost profits or consequential, special, or punitive damages, inaccuracy, or delays in transmission of information.
- d. Bank makes no warranties or representations with respect to the SilverNet Online Banking, express or implied, including but not limited to, warranties of merchantability or fitness for a particular purpose.

SilverNet Online Banking Business Services Agreement

Section 5. Joint Acknowledgement and Representations

- a. This agreement is governed by and will be interpreted under the laws of the State of Nevada with venue in Clark County.
- b. This agreement incorporates by reference all information on Business Principal's Account Application, which Business Principal represents as true and complete in all respects.
- c. Business Principal has read and understands this Agreement and has had opportunity to review this Agreement with an advisor of its choice if so desired.
- d. Upon occurrence of any overdraft incurred in the Accounts, Bank shall have the right, in Bank's sole discretion to: (i) refuse payment of any outstanding and unpaid check drawn on any Account listed on the Account, Application, and (ii) withhold from processing any transaction generated on the Account (including Cash Management System generated) until sufficient collected funds to cover such transaction have been credited to the Accounts.
- e. Each party represents and warrants to the other that it is authorized to enter into this Agreement.
- f. If at any time any section of this Agreement is found to be invalid, that does not make the remaining sections or terms invalid.

Addendum A

SilverNet Online Banking/ Requested On Line Services

1. This agreement made this (____ day of _____, 20____), by and between "Silver State Bank" (Bank) and the "Business" (Business) named above.
2. Bank agrees to provide the services below selected by the Business.
3. Business agrees to provide the Bank with written notice if Business wishes to modify services as stated below.

Services (check all that apply):

Account Inquiry	_____
Stop Payment	_____
Bill Pay*	_____
Transfers	_____
Wire Transfer#	_____
ACH Origination**	<i>see below</i>

*Note - A separate agreement is required for Bill Pay service.

Note - ACH Origination requires both completion of an ACH Origination Agreement and credit approval from Silver State Bank. *Please contact the Business Services Officer to request ACH Origination.***

#Note - Wire Transfer requires completion of a Wire Transfer Agreement.

Addendum B

SilverNet Online Banking Business Services Agreement

processed and that stop payment is valid. The Bank must receive the stop-payment order in time to allow processed and that stop payment is valid. The Bank must receive the stop-payment cut-off time which is one hour after the opening of the next banking day after the banking on which the Bank receives the item.

3. Business understands that the Bank will not accept stop- payments through SilverNet Online Banking for ACH items.

4. Business agrees to hold the Bank harmless for all expenses, costs and attorney's fees incurred by it as a result of refusing payment of said check. Business further agrees not to hold the Bank liable for payment contrary to this request if payment occurs through accident, inadvertence or oversight otherwise than through lack of good faith or failure to exercise due care on the Bank's part. Stop payment orders placed will be effective for six months only from the first business date placed.

5. Business understands there will be a fee assessed by Bank in connection with this stop payment, (as stated in the Bank's Schedule of Service Charges & Fees) and further understands that if payment on the item is stopped, the payee or other holder of the item might still be able to recover from Business the amount of the item, plus other damages.

Acceptance of this Agreement and Addendums

By signature of Business Principal below, Business hereby accepts the terms and conditions of this Agreement, and all Addendums outlined above.

Business

Business Principal

Signature

Title

Date

By the signature of Bank's authorized officer below, Bank hereby accepts the terms and conditions of this Agreement and, Addendums.

Silver State Bank

Bank Officer Name

Title

Signature

SilverNet Online Banking Business Services Agreement

Branch

Date

“Exhibit A”

Silver State Bank Fee Schedule

See attached fee schedule

“Exhibit B”

Silver State Bank Security Procedures

Wire Transfer Request Initiated Via Cash Management

Business will create a wire transfer request and add to the Wire Transfers Upload file in the Cash Management System. The Wire Transfer function is limited by authority assignments set up within the Cash Management System. Business can perform wire transfer functions only if the User ID has “Process” authority for the selected source account. Business Principal or Online Banking Administrator must approve all wire transfers in the Wire Transfers Upload File that require approval before the file is transmitted. When Business uploads the wire transfer file, only wires that do not require approval by “May Approve” IDs are transmitted. Unapproved wires remain in the Wire Transfers Upload File and are not processed.

Client Responsibility For PIN’S and Codes

Business is responsible for maintaining the confidentiality of all PIN’S, codes and other devices used to protect the authenticity of a payment order. If the Business has reason to believe that any PINs, codes or devices have or may have become known by, or have or may become compromised by, unauthorized person (whether employed or not by client), client agrees to immediately notify the Business Services Department of Silver State Bank at (702) 968-8522, from 8:00 a.m. to 5:00 p.m. Pacific time, Monday thru Friday by telephone and agrees to confirm oral notification in writing to Bank within 24 hours. Bank will issue new PINS and codes to client in accordance with Bank’s security requirements. Bank reserves the right to change codes and PINS at any time by giving reasonable prior notice to client.

Compensation

Subject to the foregoing limitations, bank’s liability for loss of interest from its error or delay shall be calculated by using a rate equal to the average Federal Funds Rate, less 75 basis points at the Federal Reserve Bank of New York for the period involved.

SilverNet Online Banking Business Services Agreement

Schedule of Fees and Services

ACCOUNTS

Account Balancing Assistance.....	\$20.00/Hour
Account Closing Within 90 Days.....	\$10.00
Account Research Per Hour.....	\$25.00/Hour
Account Research Per Item (Photocopies).....	\$0.25/Each
Automatic Payments From Account.....	No Charge
Courier Service (Per Month).....	\$50.00
Dormant Fees (Plus Applicable Service Charge).....	\$5.00
Garnishments/Executions/Levies (Plus Attorney's Costs).....	\$75.00

STATEMENTS

Fax Statements/Special Statements.....	\$3.00 Each
Monthly Statement On CD ROM (1 Month/1CD ROM).....	\$25.00/Account
Yearly Statements On CD ROM (12 Months Of Year/1CD ROM).....	\$50.00/Account

STOP PAYMENTS

Original Stop Payment.....	\$30.00
Renewed Stop Payment.....	\$30.00

CHECKS

Check Printing.....	Fee/Style Chosen
Cashier's Checks.....	\$5.00
Exchange Of On-U's Checks (Per Item).....	\$10.00

OVERDRAFTS/NSF/RETURNS (Created by Check, In-person Withdrawal, ATM Withdrawal, or Other Electronic Means)

Overdrafts/Daily.....	\$10.00
NSF Item Returned Or Paid.....	\$30.00/Item
Returned Deposited Items.....	\$5.00

WIRE TRANSFER

In-Domestic.....	\$20.00
Out-Domestic.....	\$25.00
In-Foreign.....	\$50.00
Out-Foreign.....	\$50.00

COLLECTIONS - WIRE TRANSFER

Domestic (Plus Cost Of Postage).....	\$15.00
Foreign (Plus Cost Of Postage).....	\$25.00

ACH ORIGINATION (SilverNet)

ACH File Processed.....	\$5.00
ACH Item Sent.....	\$0.07/Item
ACH Returned.....	\$1.00/Item

Schedule of Fees and Services Continued

SAFE DEPOSIT BOXES

3 x 5.....	\$20.00
5 x 5.....	\$30.00
3 x 10.....	\$50.00
5 x 10.....	\$75.00
10 x 10.....	\$150.00
Forcible Entry.....	\$100.00
Key Deposit (Per Customers).....	\$10.00
Key Deposit (Non Customers).....	\$100.00
Mail Notice/Payment Made.....	\$10.00

DEPOSIT BAGS

Disposable (Per 100).....	\$35.00
Locking (Per Bag).....	\$30.00
Zipper (Per Bag).....	\$10.00

TRAVELERS CHEQUES (Silver State Customers Only)

Single Signature.....	\$1.50 Per \$100.00 Purchased
Two Signatures.....	\$1.50 Per \$100.00 Purchased
Gift Checks.....	\$1.50 Per \$100.00 Purchased
Gift Card.....	\$3.95 Per Card Plus Cost Of Card