



**SILVER
STATE
BANK**

**SilverNet Online Banking/ Cash Management Services
Wire Transfer Agreement**

Name of Business: _____

Street Address: _____

City, State, Zip: _____

Account Number(s): _____

Work Phone: _____

1. This Agreement, made this _____, day of _____, 20_____, by and between "Silver State Bank" (Bank) and the Principal named above.

2. Principal hereby authorizes Bank to honor, execute and charge to any designated deposit account maintained by Principal at Bank (whether one or more, the "Account") without limit as to amount (unless an amount limit is set forth in User Authorization Form provided by Principal to Bank from time to time), any and all telephonic or other verbal request, or facsimile, or electronic transfer requests via the Bank's electronic banking system (*Online Banking Business*) for the transfer of funds when such requests or orders (a) are received from a person identified as an authorized representative of Principal listed on the User Authorization Form (an "Authorized Person"), and (b) are made in compliance with Bank's transfer procedures under this Agreement. Unless otherwise set forth on the User Authorization Form, Bank is authorized to transfer funds from an Account at the Bank (a) to any other specified deposit account maintained by Principal whether such account is with Bank or another financial institution; (b) to any deposit account of a third party whether such deposit account is with Bank or another financial institution, this would include transfers to an affiliated company with a similar but not identical name, as well as any movement of funds from Principal's account at the Bank to "Pay Upon Proper Identification" of any company, individual or representative of any company; or (c) for the account or for credit to Principal. Any transfer hereunder may be by means of an electronic funds payment system or draft. As used herein, "draft" means a written order initiated by Principal and addressed by Bank to a Correspondent requiring the Correspondent to pay on demand or at a definite time a specific sum of money to the designated payee. Correspondent means a financial institution located outside the United States which serves as a depository for Bank or provides certain services for Bank.

3. Principal represents that each Account to be debited will contain sufficient available or collected funds to allow for payment of each transfer of funds requested hereunder at the time that such transfer is to be made. But if the Bank does execute a transfer of funds that creates an overdraft, Principal shall immediately pay on demand the amount of the overdraft.

4. Bank may record all telephonic instructions received by Bank from Principal and may retain such recordings in accordance with Bank's policy relating to such recordings.

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5. Bank will make confirmations to Principal of all transfers made to or from its account at the Bank by mail or using other means designated by Principal. Principal shall maintain a hard copy record of each transfer request and shall compare its records with the confirmations provided by Bank within ten (10) days of receipt and notify the Bank of any discrepancies. Principal agrees to promptly examine bank statements for the Account. Principal agrees to report any discrepancies (a) between the records of the transfers shown on the statements for the Account and the transfers shown on the statement for any other deposit account of Principal, or (b) between the Principal's records of such transfers and any statement for the Account, in writing to Bank within sixty (60) days after statement date.
6. Bank agrees to make transfers and otherwise act upon requests made in compliance with this Agreement as promptly as is practicable having due regard for its volume of other transfer requests and shall incur no liability to Principal for delays in implementing instructions after such requests have been received by Bank. Bank shall have no liability to Principal for failing to make a transfer or failing to take any other action on or before any deadline contained in a request. Transfer instructions received after cut-off hours as Bank may from time to time establish may be honored as of the following Bank business day. Bank shall have no obligation to make any transfer unless the affected Account contains sufficient available or collected funds to cover such transfer. Bank shall have no obligation to attempt to revoke or rescind any transfer initiated in accordance with the terms of this Agreement. Bank shall promptly notify Principal that a transfer was delayed or not made.
7. In the event of any disagreement hereunder, or if conflicting demands or notices are made upon Bank relating to this Agreement or any item or amount received by Bank hereunder, Bank may, after notice to Principal, refuse to comply with any such claims or demands on it or refuse to take any other action hereunder with regard to the subject matter of the dispute, so long as such dispute continues; and in any such event, Bank shall not be or become liable to any person for its failure or refusal to act.
8. Unless otherwise prohibited by Article 4A of the Uniform Commercial Code, Principal may not bring any claim against the Indemnified Parties arising directly or indirectly out of this Agreement or the performance of the transfers contemplated hereunder more than one year after the cause of action accrued.
9. From time to time, Bank experiences various difficulties in transferring funds to certain countries ("Problem Areas"). Those difficulties include (but not by way of limitation) (a) excessive delay in applying funds, (b) incorrect application of funds, (c) disappearance of funds, (d) excessively slow response to inquires, or (f) government restriction on the transfer of such funds. Bank may identify such Problems Areas from time to time. Principal hereby acknowledges and assumes any expense in connection with such transfers, which may be incurred by Bank in addition to normal and customary charges. Principal is obligated to comply with all laws relating to the transfer of funds for foreign countries, individuals or agencies. Noncompliance may result in the delay of funds transfer, fines equivalent to a percentage of the principal or confiscation of the entire principal amount of the transfer if an attempt is made to transfer funds to a sanctioned individual, agency and/or country.
10. If a transfer (whether by Draft or otherwise) is in currency other than U. S. Dollars, the rate of conversion shall be according to Bank's then stated rate. If a transfer is in U.S. Dollars, but is to be converted by Correspondent to the currency of the place of payment, then such conversion shall be at Correspondent's conversion rate at time of payment.

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11. (a) Bank's only responsibility and liability to Principal from and against all liabilities, claims, losses, costs, expenses (including reasonable attorneys' fees and costs), and damages of any and every kind (including direct, indirect, incidental, consequential, and punitive, the "Claims") caused (including Claims caused by Bank's negligence or gross negligence), incurred, suffered by, or asserted against Bank arising out of or resulting, directly or indirectly, in connection with this Agreement or the transfer contemplated herein shall be to compensate Principal as expressly provided by the Uniform Commercial Code Article 4A; as adopted by the State of Texas.

(b) Principal agrees to hold harmless, defend, and indemnify Bank, its officers, directors, agents, employees, and all persons in privity with it (the "Indemnified Parties") from and against any and all liabilities, claims, costs, expenses, losses and damages of any and every kind (including reasonable attorneys' fees and costs) arising out of or resulting, directly or indirectly, from the acts or omissions of Principal in connection with this Agreement or the transfers contemplated herein, except to the extent of Bank's liability under the above Paragraph.

(c) BANK'S LIMITED RESPONSIBILITY AND LIABILITY AS SET FORTH HEREIN CONSTITUTES PRINCIPAL'S SOLE AND EXCLUSIVE REMEDIES UNDER THIS AGREEMENT IN LIEU OF ALL OTHER REMEDIES, WHETHER EXPRESSED OR IMPLIED AND WHETHER AT LAW OR IN EQUITY, AND BANK HEREBY DISCLAIMS, AND PRINCIPAL WAIVES (ALL CLAIMS FOR CONSEQUENTIAL DAMAGES AND ALL CLAIMS REGARDING LOSS OF REVENUE, INCOME, PROFIT, AND USE, OR DAMAGES) AND RELINQUISHES PRINCIPAL'S RIGHT TO ANY OTHER REMEDY AND TO ALL PRINCIPAL'S CLAIMS. THE EXTENT OF LIABILITY THAT MAY BE IMPOSED ON BANK IS LIMITED STRICTLY AND SOLELY TO THE CIRCUMSTANCES AND AMOUNTS AS SET FORTH ABOVE.

(d) Bank may use Correspondents or other agencies in connection with any transaction hereunder, but shall not be liable for their improper or negligent acts or omissions to act. No liability shall attach to Bank or to such Correspondents or agencies for any losses or damages in consequence of present or future laws, censorship, regulations, decrees, orders, controls or restrictions rightfully or wrongfully exercised by any de facto or de jure domestic or foreign government or agency. Bank shall not be liable on or in connection with any Draft unless the Draft is presented to the drawee within a reasonable time after delivery, or unless the beneficiary or the transfer shall make demand for payment of such transfer within a reasonable time after the issuance thereof, Bank shall not be responsible for the failure of the drawee or its paying Correspondents to identify the payee or person entitle to the payment of such Draft or transfer. In connection with a Draft, Bank assumes no responsibility beyond making available to the drawee funds or credits for the payment of the Draft, and Bank shall not be responsible for insolvency of the drawee, or errors, delays, omissions or defaults of the drawee.

12. Bank shall have no responsibility or liability for failure or delay in performance pursuant to the terms of this Agreement when such failure or delay is due to any natural disaster, fire, flood, storm, strike, labor unrest, war, act of terrorism, riot, act of God, power failure, equipment failure, errors or acts by any third party or any other cause beyond Banks reasonable control.

13. Principal agrees to pay Bank's prevailing charges in effect from time to time for providing the services utilized hereunder and Bank may charge Principal's account therefore. Principal agrees to reimburse Bank upon demand if such fees are not paid in accordance with the terms hereof.

14. Maximum wire limit desired by Principal per transaction will be set up by Bank through SilverNet Online Banking, in accordance with this Agreement. Any changes to the Principal's desired Wire Agreement Limit must be made in writing to the Bank, attention Business Services Manager.

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15. Principal's desired maximum allowed wire amount per transaction will be \$_____.

By signature of Principal's authorized officer or authorized agent below, Principal hereby accepts the terms and conditions of this Agreement.

Business Name: _____

Principal Name: _____

Title: _____

Signature: _____

Date: _____

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

"Silver State Bank"

Officer Name: _____

Title: _____

Signature: _____

Date: _____