

WIRE TRANSFER AGREEMENT

This Wire Transfer Agreement (“**Agreement**”) governs the wire transfer (“**transfer**”) service between the customer named above (“**Customer**”) and ZB, N.A. (“**Bank**”) doing business as Zions First National Bank. This Agreement is governed by the laws of the United States and the laws of the state that governs Customer’s deposit agreement for the deposit accounts that are listed herein (the “**State**”). If mandatory provisions of those laws are amended, this Agreement shall be deemed amended to the extent necessary to comply. If any part of this Agreement is invalid, illegal, or unenforceable, the remaining provisions shall remain in effect. Unless otherwise defined, terms used in this Agreement shall have the meanings provided in the State Uniform Commercial Code, Article 4A.

This Agreement supersedes any prior agreements between Bank and the Customer on the subject matter hereof, and is binding upon the Customer’s heirs, representatives, and successors. This Agreement is supplemented by all non-conflicting provisions of Bank’s deposit account agreement with Customer, as amended from time to time.

Any claim between the Bank and the Customer relating to this Agreement, or to any authorized or unauthorized transfer from the accounts identified in this Agreement, shall be determined in accordance with the dispute resolution terms, conditions and procedures detailed in the deposit account agreement between Customer and Bank, as amended from time to time. (If Customer does not have a deposit account at Bank, then Customer (a) hereby waives any right to a jury trial and agrees that any such claim shall be decided in a trial to a state or federal judge sitting without a jury in the state and county where Bank is headquartered, and (b) hereby waives any right to litigate such claim or controversy in any class action proceeding as a class member or class representative, or in any private attorney general proceeding, whether conducted in a court, a judicial reference or any arbitration.)

IF THE CUSTOMER IS A CONSUMER TRANSFERRING FUNDS TO A FOREIGN DESTINATION FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES, THEN (a) ADDITIONAL DISCLOSURES WILL BE PROVIDED AT THE TIME OF TRANSFER AND (b) THOSE ADDITIONAL DISCLOSURES GOVERN OVER ANY CONFLICTING PROVISION CONTAINED HEREIN.

1) Customer Liability. The Customer shall be liable to the Bank for and shall indemnify and hold the Bank, its affiliates, officers, directors, employees and agent harmless from any and all claims, causes of action, damages, expenses (including reasonable attorney’s fees and legal expenses), liabilities and other losses resulting from acts, omissions, or provision of invalid or inaccurate data, by the Customer or any other person acting in the Customer’s behalf, including without limitation: a) a breach of any provision of this Agreement; b) the Bank’s debiting or crediting of the account of any person as requested by the Customer; and c) any failure to act or delay by any financial institution other than the Bank.

2) Bank Liability. The Bank shall be responsible only for performing the transfer services provided in this Agreement and shall be liable only for its negligence or willful misconduct in performing these services. The Bank shall not be liable for acts or omissions by the Customer or any other person including, without limitation, any funds transfer system, any Federal Reserve Bank, any beneficiary’s bank, or any beneficiary, none of whom shall be deemed the Bank’s agent. Without limitation, the Bank shall be excused from delaying or failing to act if caused by legal constraint, interruption of transmission or communications facilities, equipment failure, war, emergency conditions, strikes, or other circumstances beyond the Bank’s commercially reasonable control. In addition, the Bank shall be excused from delaying or failing to execute a transfer if it would result in the Bank’s exceeding any limitation on its intra-day net funds position established through 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. In no event shall the Bank be liable for any consequential, special, punitive, or indirect losses or damages incurred relating to this Agreement or any transfer including, without limitation, subsequent wrongful dishonor resulting from the Bank’s acts or omissions. Any liability of the Bank for loss of interest resulting from its error or delay shall be calculated using a rate equal to the Federal Funds Rate at the Federal Reserve Bank of New York for the period involved. Payment will be made by crediting the appropriate account involved in the funds transfer.

3) Reconciliation; Duty to Report Unauthorized or Erroneous Payment(s). All transfers will appear on the Customer’s regular account statement. Customer must exercise ordinary care to examine each statement for any discrepancy concerning any transfer (including but not limited to discrepancies in authorization, or errors in amount or beneficiary) and to promptly notify the Bank of such discrepancies. The amount of time that the Customer has to discover and report such discrepancies will depend on the circumstances, but shall in no event exceed fourteen (14) days from the date the Bank makes available to the Customer the account statement, or from a notice of Bank’s acceptance of a transfer request, or from other information made available to the Customer (including information available via an online banking application) sufficient for the Customer to detect the discrepancy. If the Customer fails to promptly report the discrepancy, the Bank shall not be liable for and the Customer shall indemnify and hold the Bank harmless from any loss of interest with respect to the transfer and any other loss which could have been avoided had the Customer given such notice. If the Customer fails to notify the Bank within sixty (60) days after Bank provides the account statement, notice of acceptance of transfer request, or other information sufficient to detect the discrepancy, the Customer is precluded from any claim against the Bank. If the Customer is a consumer transferring funds internationally for personal, family or household purposes, different reporting rights and requirements will be detailed in the disclosures that Bank provides when such transfers are initiated.

4) Submitting Transfer Requests; Agents; Issuance, Assignment and Revocation of PINS. This Agreement sets how the Customer shall submit transfer requests to Bank. [NOTE: If the Customer is also enrolled in a service for submitting transfer requests via an online banking platform, the Customer should transmit its transfer requests using that online platform's service and its separate security procedure. However, if that online platform is unavailable, or if the Customer wishes to request a particular transfer by off-line means, then the Security Procedure defined in this Agreement shall govern those off-line transfer requests.]

Bank shall issue and assign Personal Identification Numbers (each a "PIN") as follows:

If the Customer is a natural person, Bank shall issue and assign a unique PIN to the Customer. If the Customer requests, Bank will issue additional PINs to the Customer, but uniquely assign each additional PIN to one Customer-designated agent.

If the Customer is not a natural person, Bank shall issue one or more PINs to the Customer, each of which shall be uniquely assigned by Bank to one Customer-designated agent.

If a Customer-designated agent is not a natural person, then Bank shall assign each of that agent's PINs to a sub-agent who is a natural person. For purposes of this Agreement, each natural person sub-agent to whom a PIN is assigned shall be deemed a direct agent of the Customer.

Bank may in its sole discretion refuse to assign a PIN to any particular agent or natural person, but Customer remains solely responsible for selecting and investigating its agents and sub-agents, and for all the acts and omissions of such agents and sub-agents.

Each natural person who is to receive a PIN shall be designated by Customer as an agent in this Agreement (or in such other written form as Bank may in its discretion specify). If the Customer changes its designated agents, or the scope of agents' authorities, Bank may in its discretion require the Customer to execute a replacement Agreement.

Before its first use, each PIN must be activated in the manner prescribed by Bank. Bank will prescribe that manner when it issues the PIN. Activation of PINs requires steps by the Customer, PIN Holder and Bank, and therefore subject to delays and processing times. Each issued PIN, and each designation of agency and sub-agency, shall remain effective until revoked by written notice to Bank. Bank may in its discretion act on oral notice of revocation, but Bank can require that the oral notice be confirmed in writing before acting thereon. Written notice of revocation shall be effective on the second business day following receipt by Bank, but Bank may act upon such notice earlier.

If Bank suspects that the security of a PIN may have been compromised, the Bank may in its sole discretion suspend or cancel that PIN and/or other PINs issued to the Customer. In that case, the Customer may be required to request and obtain new PINs before transfers can resume.

5) SECURITY PROCEDURE. For this Agreement, the "Security Procedure" means the steps set forth in paragraphs (A) and (B) below (or in paragraph (C) below as applicable), and is intended to be a "security procedure" for verifying the authenticity of transfer requests within the meaning of section 4A-201(i) of the Uniform Commercial Code as adopted by the State. The Customer agrees that, so long as the Bank acts in good faith and complies with the Security Procedure, a transfer request shall be binding on the Customer, and the Customer shall be liable for payment of the transferred amount plus transfer fees, even if the transfer request was not actually initiated or authorized by the Customer. If the Bank does not follow the agreed Security Procedure, but can prove the transfer request was originated or made by or for the benefit of the Customer, the Customer will still be liable for the transfer amount plus transfer fees. The Customer hereby agrees on behalf of its self, employees and agents that Bank may (but has no obligation to) record, electronically or otherwise and without further notice, telephone calls that relate to any transfer request.

A. Each transfer request shall be made by telephone call to Bank's Central Wires Department. The caller must state the funds transfer details needed by Bank to execute the request (including the Customer's account number, the amount, the beneficiary's account number and bank routing number, and any interim routing information). The authenticity of that transfer request shall be conclusively verified by the caller:

- (1) stating a valid PIN;
- (2) identifying himself or herself by the name of the natural person to whom that PIN is assigned (i.e., the "PIN Holder");
- (3) stating the name of the Customer listed at the top of this Agreement; and
- (4) specifying that the transfer be made from a Customer account (identified by account number) that is assigned to that PIN.

B. In addition:

- (1) the dollar amount of the transfer request shall not exceed the "Standard Initiation Limit" specified in this Agreement for that PIN Holder's PIN; and
- (2) unless the Customer elects in this Agreement to authorize a PIN Holder to approve his or her own transfer requests, the transfer must also be approved in an "Approval Call" that satisfies A(1) through (4) and B(1) above with a second PIN. That second PIN must have an "Approval Limit" specified in this Agreement that equals or exceeds the pending transfer amount. The Approval Call can be made by providing the second PIN (i) during the same telephone connection as the transfer request, or (ii) in a separately-dialed telephone connection. In its sole discretion, Bank may but is never required to initiate the Approval Call to obtain approval of the transfer from a person who provides the information required in A(1) through (4) and B(1) above. Bank strongly recommends that Customer not authorize PIN Holders to approve their own wire requests. Customer is solely responsible for ensuring that PIN Holders'

calls are not overheard by third persons (including being overheard by another PIN Holder when both a request and an approval are made using the same telephone connection.)

C. Alternate Security Procedure for Repeat Wires. The Customer may choose to establish one or more “Repeat Wire Templates.” Each Repeat Wire Template shall be established by calling the Bank’s Central Wires Department, recorded by Bank, using the Security Procedure set forth in paragraphs (A) and (B) above. For each Repeat Wire Template, the Customer shall designate (i) one specific beneficiary account number, (ii) any intermediate routing information, (iii) one specific Customer account number for debiting, and (iv) a unique identifying Code Name for that template. After a Repeat Wire Template has been established, it may from time to time be used to request transfers (each a “Repeat Wire”) by calling the Bank’s Central Wires Department, and the authenticity of each Repeat Wire request shall be conclusively established by the caller:

- (1) stating a valid PIN that is authorized for the Customer account number specified in the Repeat Wire Template;
- (2) identifying himself or herself by the PIN Holder name to which the PIN is assigned;
- (3) stating the Code Name of the Repeat Wire Template;
- (4) stating the dollar amount of the Repeat Wire transfer request, up to the “Repeat Wire Initiation Limit” stated in this Agreement for that PIN Holder’s PIN; and
- (5) if this Agreement states that the PIN Holder is not authorized to approve his or her own transfer requests, then the transfer must also be approved by an Approval Call, using a second PIN, satisfying the procedures set forth in this paragraph (C) or in paragraph (B)(2) above. The amount of the transfer request shall not exceed the “Approval Limit” specified in this Agreement for that second PIN. The Approval Call can be made in the same telephone connection as the transfer request, in a separately-dialed telephone connection, or in a telephone connection initiated in Bank’s sole discretion. Approval of the transfer shall be obtained from a person who provides the information required by this paragraph (C) or by paragraph (B)(2) above.

The existence of a Repeat Wire Template under this paragraph (C) shall not preclude using any PIN to request a transfer using the procedures in paragraphs (A) and (B).

The Customer bears sole responsibility for maintaining the secrecy of all PINs issued to the Customer, including PINs assigned to Customer’s agents. Customer must immediately notify the Bank of any compromise or suspected compromise in the security of any PIN, and of the termination of any agent. The Customer has determined and agrees that this Agreement’s Security Procedure is commercially reasonable for the Customer, taking into account the Customer’s expressed wishes and circumstances, including the size, type and frequency of transfer requests it normally issues. The Customer acknowledges that additional security steps can be requested and agreed with Bank, and that the Customer may instead choose to submit its transfer requests by alternate available means (e.g., in person at a Bank branch, or via an online banking platform).

In some cases, the Bank may in its sole discretion take actions in addition to the above Security Procedure to further identify or establish the authorization of the caller, or to detect a potential error in the transmission or content of the transfer request. Such additional actions shall **not** be deemed part of the agreed Security Procedure for that or any other transfer request. In no event shall taking or omitting any additional action by Bank in response to any one or more transfer requests give rise to any liability or standard of care on the part of Bank beyond the specific Security Procedure stated above. The agreed Security Procedure is not designed or intended to detect errors in the transmission of, or the content of, the Customer’s transfer requests (e.g., duplicate payments, or errors in beneficiary or amount). Bank is not obligated to detect errors by the Customer or others, even if Bank takes certain actions from time to time to do so.

6) Processing Transfers Requests: The Bank shall process transfer requests based solely upon information received from the Customer. The Bank may, at its discretion, process the transfer request through either the Federal Reserve Bank System or the Society for Worldwide Interbank Financial Telecommunication (S.W.I.F.T.). If the beneficiary’s bank is the Bank or one of Bank’s affiliates, then Bank may in its sole discretion simply debit and credit the appropriate accounts as requested in the authorized transfer request. Before or when the Bank executes a transfer request, the Customer shall pay the Bank with available funds on deposit for the amount of the transfer, plus the current Wire Transfer Fees and other applicable fees as listed in the Bank’s fee schedule or as otherwise disclosed to the Customer. If sufficient funds are unavailable or the Customer otherwise fails to pay in accordance with this Agreement, the Customer agrees that Bank may (but is not obligated) to cancel the transfer; or, Bank may execute the transfer and undertake to collect or recoup the amount of the transfer and fees, plus interest thereon at 18% per annum, by any lawful means including without limitation creating an overdraft in Customer’s account, drawing on available overdraft credit or other lines of credit at Bank, offsetting against any of Customer’s other deposit accounts, or offsetting any other obligation of Bank to the Customer.

The Customer shall maintain records of each transfer request for six (6) months following the requested transfer date and agrees to provide such records to the Bank upon request to allow reconstruction. Transfer requests must be received by the Bank before the local times listed below with a reasonable time for the Bank to act thereon, including completing the Security Procedure. Transfer requests received after these times will be treated as being received on, and may be executed on, the following funds transfer business day. Times may vary at the Bank’s discretion.

Tax Wires	1:30pm Mountain Time
Foreign Wires	2:00pm Mountain Time
Domestic Wires	3:00pm Mountain Time

(Note: these times may differ for transfer requests submitted via online banking)

Foreign Currency Conversion: For any funds transfer to a beneficiary in a foreign country, the Customer consents to conversion of the funds into foreign currency by the Bank (or Bank's agents or processors), any correspondent bank or intermediary bank, the beneficiary's bank, or any other third party reasonably involved in the completion of the funds transfer, at conversion rates generally applied by that converting party. Bank may in its discretion execute the transfer request in the currency of the country of the beneficiary's financial institution at either Bank's buying rate of exchange for U.S. dollar transfers or the exchange rate of the beneficiary's institution. If the transfer is returned for any reason, Customer agrees to accept the refund in U.S. dollars in the amount of the foreign money credit, based on the current buying rate on the day of the refund, less any charges and expenses incurred by Bank. Foreign transfers may be subject to delays and changes in foreign currency exchange rates. Fees imposed by intermediary banks may be deducted from the amount of Customer's transfer. A portion of those fees may be shared with Bank.

7) Errors and Rejections by Bank: If a transfer request identifies an intermediary bank or a beneficiary's bank inconsistently by name and identifying number, execution of the request might be based solely upon the number, even if the number identifies a bank different from the named bank or a person who is not a bank. If a transfer request identifies a beneficiary inconsistently by name and account number, payment might be made by the beneficiary's bank based solely upon the account number, even if the account number identifies a person different from the named beneficiary. Customer's obligations shall not be excused in these circumstances. The Bank may in its sole discretion reject any transfer request or incoming transfer which does not conform to the limitations, procedures, and/or other requirements set forth in this Agreement, such as availability of funds on deposit. Unless prohibited by law, Bank may at its sole discretion reject any transfer request it receives from the Customer for any or no reason (including but not limited to suspicion that the request might be unauthorized or in violation of law or the rights of others). The Bank shall endeavor to notify the Customer of the Bank's rejection of the transfer request by telephone, electronic message, U.S. mail or other commercially reasonable means. The Bank will comply with regulations issued by the US Treasury's Office of Foreign Assets Control (OFAC). If any transfer request is to an entity listed on OFAC's list of Specially Designated Nationals and Blocked Persons, by law the Bank shall not complete the transfer and shall "block" the funds until such time OFAC issues a written release to the Bank. The Bank shall have no liability to the Customer as a result of the Bank's rejection of any transfer request or internal transfer if it complies with the terms of this Agreement.

8) Rejection of the Bank's Transfer Request: If the Bank receives notice that a transfer transmitted by the Bank has been rejected, the Bank shall notify the Customer of such rejection including the reason given for rejection by telephone, electronic message, U.S. mail or other commercially reasonable means. The Bank will have no liability to the Customer or further obligation to execute the rejected transfer if it complied with this Agreement with respect to the original transfer request.

9) Cancellation and Change by Customer: The Customer shall have no right to cancel or amend any transfer request after receipt by the Bank (except such rights as disclosed to consumers initiating international funds transfers for personal, family or household); however, the Bank shall use reasonable efforts to act on a cancellation or change request as long as it is received in accordance with the Security Procedure set forth in this Agreement and with a reasonable time to act thereon. Any cancellation or change request received and acted upon by Bank in accordance with this Agreement's Security Procedure shall be binding upon the Customer even if such request was not made by Customer. The Bank shall have no liability if the cancellation or change is not effected.

10) Amendments, Assignment, and Termination of Agreement: The Bank shall be entitled to amend this Agreement at any time, and such amendment shall become effective immediately upon sending the Customer notice of the change, or on such later date as stated in the notice or required by law. If the Customer rejects the amended term, the Customer must immediately notify the Bank in writing that it is terminating this Agreement. The Customer may not amend any portion of this Agreement without the Bank's prior written consent; provided, however, that the Customer may amend the "fill in" portions of this Agreement by completing a new Wire Transfer Agreement and delivering it to Bank with a commercially reasonable time to act thereon. The Customer may not assign this Agreement to any other person or entity without the Bank's prior written consent. Customer may terminate this Agreement at any time by delivering written notice to Bank. Termination by the Customer shall be effective the second business day following receipt of written notice, but Bank may act upon such notice earlier. Termination by the Bank shall be effective immediately upon written or oral notice sent or given to Customer. Any termination by either party shall not affect any obligations arising prior to termination.

11) Authorized Accounts and Authorized PIN Holders: The Customer represents and warrants that each account listed in this Section is and shall remain owned entirely by the Customer (or that such account is jointly co-owned in its entirety by Customer and another person, both of whom are titled as joint owners in the Bank's books and records).

The Customer hereby requests that PIN(s) be issued by Bank to Customer and assigned to the following PIN Holders. Customer further requests that each PIN Holder's PIN be authorized to request and/or approve transfers from the accounts associated with that PIN, up to the dollar limits stated for that PIN, all as specified below in this Section.

[Remainder of this Page Intentionally Blank. The following two pages state "Customer's Designation of PIN Holders." If designating more than 4 PIN Holders at this time, Customer may use duplicate pages of the Customer's Designation of PIN Holders. After this Agreement has been executed, additional PIN Holders may be added by executing the bank's form of Addendum.]

CUSTOMER’S DESIGNATION OF PINHOLDERS

Print Name of Natural Person to be assigned a PIN (“PIN Holder”):					PIN Holder’s Phone Number	
Accounts Authorized for this PIN:	Authorized to Initiate Wires (Y/N)	Initiation Limit per Wire Transfer:		Authorized to Approve Other PIN Holders’ Wires? (Y/N)	Approval Limit per Wire Request: *1	Is PIN Holder Authorized to Approve Own Wire Request? (Y/N) *3
		Standard Initiation Limit *1	Repeat Wire Initiation Limit *1, 2			
#		\$	\$		\$	
#		\$	\$		\$	
#		\$	\$		\$	
#		\$	\$		\$	
#		\$	\$		\$	
#		\$	\$		\$	
#		\$	\$		\$	

*1 If no dollar amount is inserted in a space for any limit, the following default limits shall be applied to that space: **\$25,000** from a Consumer Account, and **\$100,000** from a Business Account
 *2 The PIN’s limit for Repeat Wires can differ from its standard initiation limit. (See the Security Procedure section of the Agreement.)
 *3 PIN Holder is **NOT** authorized to approve their own wires unless the Customer enters “Y”. Bank strongly recommends **against** such authorization.

Sample Signature of PIN Holder: _____

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Accounts Authorized for this PIN:	Authorized to Initiate Wires (Y/N)	Initiation Limit per Wire Transfer:		Authorized to Approve Other PIN Holders’ Wires? (Y/N)	Approval Limit per Wire Request: *1	Is PIN Holder Authorized to Approve Own Wire Request? (Y/N) *3
		Standard Initiation Limit *1	Repeat Wire Initiation Limit *1, 2			
#		\$	\$		\$	
#		\$	\$		\$	
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		Standard Initiation Limit *1	Repeat Wire Initiation Limit *1, 2			
#		\$	\$		\$	
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Accounts Authorized for this PIN:	Authorized to Initiate Wires (Y/N)	Initiation Limit per Wire Transfer:		Authorized to Approve Other PIN Holders’ Wires? (Y/N)	Approval Limit per Wire Request: *1	Is PIN Holder Authorized to Approve Own Wire Request? (Y/N) *3
		Standard Initiation Limit *1	Repeat Wire Initiation Limit *1, 2			
#		\$	\$		\$	
#		\$	\$		\$	
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 *2 The PIN’s limit for Repeat Wires can differ from its standard initiation limit. (See the Security Procedure section of the Agreement.)
 *3 PIN Holder is **NOT** authorized to approve their own wires unless the Customer enters “Y”. Bank strongly recommends **against** such authorization.

Sample Signature of PIN Holder: _____

12) Notices. Any written notice by Bank to the Customer may be hand delivered or sent by U.S. mail or express carrier to the last known address in Bank's records for any account that the Customer has authorized for transfers in this Agreement, or provided by other commercially reasonable means. Any written notice to the Bank by the Customer must be hand delivered or sent by U.S. mail or express carrier at the following address: CENTRAL WIRES OPERATIONS, 2200 South 3270 West, West Valley City, UT 84119-1112.

AGREEMENT OF CUSTOMER: The Customer hereby accepts the terms and conditions of this Agreement, and also attests to authenticity of each PIN Holder's "Sample Signature" in the "Customer's Designation of PIN Holders." Supplemental copies of this signature page may be attached hereto when multiple signatures on behalf of the Customer are required.

SIGNATURE REQUIREMENTS:

For SOLE PROPRIETORSHIP: by the Owner.

For TRUST: by all the Trustees. (Use additional copies of this Signature Page if needed.)

For CORPORATION: by one Officer who is authorized on the attached Certificate & Resolution of Authority.

For GENERAL or LIMITED PARTNERSHIP: by one General Partner who is authorized on the attached Certificate & Resolution of Authority.

For LLC: by one Manager (or by a managing Member) who is authorized on the attached Certificate & Resolution of Authority.

CUSTOMER (named at the top of this Agreement):

By: _____ Date: _____

Signature for Customer

If the Customer is not an Individual or Sole Proprietorship, then:

- Print the Name of the natural person signing for the Customer: _____
- Print the Title of the natural person signing for the Customer: _____

VERIFICATION OF OWNER'S SIGNATURE TO WIRE TRANSFER AGREEMENT

Bank Representative must witness the Customer signing, or a Notary is required

Notary

On this ____ day of _____, _____, personally appeared before me, _____, proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed above to this **WIRE TRANSFER AGREEMENT** as signing on behalf of the above-named **Customer**, and acknowledged that he (she) executed the same.

Notary Public Signature: _____ Commission Expiration Date: _____

Bank Use Only	
<i>This section must be completed, even if the document is notarized</i>	
<input type="checkbox"/> I have the <u>original</u> signed Wire Transfer Agreement in my possession, and (check one): <ul style="list-style-type: none"> <input type="checkbox"/> I personally saw the Customer sign this Agreement; OR <input type="checkbox"/> This Agreement is notarized, and I personally contacted the person named above as signing for the Customer to confirm the Bank's receipt of this Agreement. Contacted at phone #: _____ 	
If the Customer is not an Individual or Sole Proprietor: <ul style="list-style-type: none"> <input type="checkbox"/> I personally verified that the person signing for the Customer is a Principal (e.g. officer) authorized to sign this Agreement for the Customer. 	
Branch or Office Name/Number _____	Date Verification Made _____
Bank Employee Name _____	Bank Employee Signature _____

CERTIFICATE & RESOLUTION OF AUTHORITY

(for Corporation, General Partnership, Limited Partnership or Limited Liability Company)

Company Name: _____ (the "Company").

"RESOLVED: That any one of the following persons (insert names and titles) acting alone is authorized by the Company:

Name Sample Signature

Name Sample Signature

Name Sample Signature

to execute one or more Wire Transfer Agreements and addenda, amendments and replacements to such Agreements, and other funds transfer agreements with Bank on behalf of the Company, and in connection therewith is also authorized to (i) designate agents for the Company who can request and authorize funds transfers by Bank, (ii) designate Company accounts from which to make such funds transfers, and (iii) agree to security procedures which if performed by Bank shall conclusively constitute authorizations to transfer Company funds transfers by Bank. **The authorizations in this Resolution are in addition to any other authorizations currently in effect, and the authorizations herein shall remain in effect until written notice of their revocation is delivered by the Company to Bank.**"

CERTIFICATION: Each person(s) signing below hereby certifies to Bank that:

- (a) If the Company is a **CORPORATION**, the undersigned person is its Secretary, Assistant Secretary, or another officer authorized by the Company to attest to corporate resolutions; or
- (b) If the Company is a **GENERAL OR LIMITED PARTNERSHIP**, the undersigned persons constitute all of its General Partners; or**
- (c) If the Company is a **LIMITED LIABILITY COMPANY**, the undersigned constitute all of its Managers and/or all of its Members.**

**unless provided otherwise in a partnership agreement, resolution or operating agreement on file with the Bank, or unless acceptance of fewer signatures is approved by the Bank

The Resolution above was duly adopted by the Company's board or other governing body, has not been amended and remains in full effect. The foregoing Resolution does not rescind or revoke any Resolution or other authorization previously provided to Bank.

The sample signatures contained in the Resolution above are genuine signatures of the persons authorized in the Resolution.

The signature and title of the person executing the foregoing Wire Transfer Agreement for the Company is genuine. No other person's signature or authorization is required to bind the Company to the Wire Transfer Agreement, or any addendum or amendment thereto, or other funds transfer agreement, now or hereafter executed by any one of the persons authorized in the above Resolution.

By the Company's Officer, Partners, Managers or Members as applicable:

Print Name Signature Title Date

Print Name Signature Title Date

Print Name Signature Title Date

Print Name Signature Title Date

Print Name Signature Title Date

[Use duplicate pages if needed for additional partners', managers' or members' signatures]