

Exhibit A

Wire Agreement

Business/Customer Name: _____

TIN (SSN or EIN): _____

Business/Customer Phone Number: _____

Business/Customer Phone Number: _____

Wire Account 1: _____

Wire Account 2: _____

Wire Account 3: _____

Wire Fee Account: _____

ORIGINATOR PASSWORD: _____

HINT: (Optional) _____

The following are authorized to ORIGINATE wires:

Authorized Individual		Authorized Individual	
Wire Limit (Please circle yes or no)	No – No limit Yes – Amount \$	Wire Limit (Please circle yes or no)	No - No limit Yes – Amount \$
Email		Email	
Signature		Signature	

Authorized Individual		Authorized Individual	
Wire Limit (Please circle yes or no)	No - No limit Yes – Amount \$	Wire Limit (Please circle yes or no)	No - No limit Yes – Amount \$
Email		Email	
Signature		Signature	

Authorized Individual		Authorized Individual	
Wire Limit (Please circle yes or no)	No – No limit Yes – Amount \$	Wire Limit (Please circle yes or no)	No – No limit Yes – Amount \$
Email		Email	
Signature		Signature	

Number of individuals required to originate a wire: _____ One _____ Two

Exhibit A (continued)

Wire Agreement

CALL-BACK PASSWORD: _____

HINT: (Optional) _____

The following are authorized to perform CALL-BACK VERIFICATIONS:

Individual performing call-back verification may be the same as the originator: ____Yes ____No

Authorized Individual		Authorized Individual	
Phone #		Phone #	
Email		Email	
Signature		Signature	

Authorized Individual		Authorized Individual	
Phone #		Phone #	
Email		Email	
Signature		Signature	

Authorized Individual		Authorized Individual	
Phone #		Phone #	
Email		Email	
Signature		Signature	

By: _____ Date: _____

Title: _____

DENISON STATE BANK WIRE AGREEMENT

Terms & Conditions:

This Wire Transfer Agreement (“Agreement”) governs the wire transfer (“transfer”) service between the customer named above (“Customer”) and the Denison State Bank. This Agreement is governed by the laws of the United States and the laws of the State of Kansas. 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 meaning 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.

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.

Bank Liability

The bank shall be responsible only for performing the funds 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, and any beneficiary, none of which 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 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 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. In no event shall the Bank be liable for any consequential, special, punitive or indirect losses or damages incurred relating to this agreement 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.

Reconciliation

All transfers will appear on the Customer's regular account statement. It is the Customer's obligation to examine the statement for any discrepancy concerning any payment order. (Including but not limited to discrepancies in authorization, or errors in amount or beneficiary.) If the Customer fails to notify the Bank of any such discrepancy within fourteen days after the Customer receives the statement or other sufficient information to detect such 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 payment order and any other loss which could have been avoided had the Customer given such notice. If the Customer fails to notify the Bank within three months after receiving the statement, the customer is precluded from any claim against the bank.

Authorization

The Customer represents and warrants that the accounts listed in Exhibit A of this agreement are owned by the within named Customer(s) and are hereby authorized to be charged as instructed by the Customer for wire transfers. The Customer hereby authorizes the individuals listed in Exhibit A of this Agreement as agents for purposes of authorizing wire transfer requests on behalf of the Customer and/or performing call-back verifications. These agents shall remain authorized until the Customer notifies the Bank in writing of revocation of any agent's authorization. Additional individuals can be authorized only with the completion of a new wire agreement with the Bank. Changes in authorized agents by the Customer shall be effective the funds transfer business day following receipt of written notice or by completion of a new agreement. Those authorized to initiate wires must have a valid originator password; those authorized to take call-back verifications must have the valid call-back password. It is the Customer's responsibility to maintain the confidentiality of such passwords and to notify the Bank if it is suspected that their authentication has been compromised.

Security Procedure and Transfer Request

The Bank and the Customer have agreed to any security procedure option(s) selected in Exhibit A and the format requirements as shown on the Bank's current Wire Transfer Request form for each transfer request (and cancellation of a transfer request) transmitted to the Bank. In some cases the Bank may take additional actions to those selected to verify the identification of the Customer or its agent, or to detect an error in the transmission or content of the transfer request. Any of these additional actions will not be considered part of this agreement and may only be used periodically. Provided the Bank complies with the security procedure selected by the Customer, the Customer shall be liable for payment of the transferred amount plus transfer fees, even if the transfer request was not actually transmitted or authorized by the Customer. If the Bank does not follow the agreed security option, but can prove the transfer request was originated by the Customer, the Customer will still be liable for the transfer amount plus transfer fees. The Customer authorizes the Bank to record electronically or otherwise any telephone calls relating to any transfer under this agreement. The completion of Exhibit A provides the Bank with necessary information to complete your wire request.

Security Procedures:

(for any single or multiple wires totaling more than \$1,000)

1. Desired Originator Password for Customer:

This must be provided when requesting wire by phone, e-mail or fax. Your originator password may be a number or word or a combination of both. If you list a hint we will be able to assist you with a forgotten password. The originator password and hint must be something unique to the customer.

Example:

The password you choose is: 1989

Your hint would be: When was my oldest child born?

The password you choose is: Radio

Your hint would be: What business was my grandfather in?

- 2. If customer emails, faxes OR calls the wire request in and provides a valid originator password, the Bank shall telephone one of the authorized individuals at the call-back phone number also listed in Exhibit A of this agreement. The call will be made on a recorded line. The authorized individual taking the call will need to provide the “call-back password” and be able to verify amount, beneficiary AND other wire information that may be deemed necessary. Exhibit A allows space to provide a hint for your call-back password in the same manner as the originator password.**
- 3. If the customer comes into the bank to request the wire transfer, verification will be made that individual making the request is authorized. Identification will be required when customer is not personally known to bank employee.**
- 4. If customer has forgotten Originator Password or Call-back Password, and no hint was provided or the hint fails to help customer remember correctly, no wires will be processed until customer comes into the bank to resolve the issue.**

Recordkeeping

The Customer shall maintain records of each transfer request for 6 months following the requested transfer date and agrees to provide such records to the Bank upon request to allow reconstruction.

Processing Wire Transfers

Wire instructions must be received by the Bank before the local times listed in Exhibit B AND in time to complete the requested security procedures. Transfer requests received after these times, or when call-back procedures cannot be met in time, will result in transfer being treated as being received on, and may be executed on, the following funds transfer business day. Times may vary at the Bank's discretion.

The Bank shall process transfer requests based solely upon information received from the Customer. The Bank may, at its discretion, process the wire transfer request through the Federal Reserve Bank or one of the following DSB Correspondent banks:

Bankers Bank of Kansas
UMB Bank of Kansas City
FHLB of Topeka

At the time the Bank executes a wire transfer, the Customer agrees to pay the Bank with collected funds on deposit for the amount of the wire plus the current Wire Transfer Fee as listed in Exhibit B. If the Customer fails to pay in accordance with this agreement, the Bank shall be entitled to request cancellation of the transfer or to undertake any other legal means to collect the amount of the transfer if unable to cancel, including exercise of right of offset as detailed in the Bank's Deposit Agreement.

Foreign Transfers

Foreign Transfers may require additional information that varies by country and the transmission method. That information will be determined at the time of submitting the Foreign Transfer Request and may include currency exchanges, location codes, branch codes and regulatory codes of the receiving country or other information. Foreign wires are structured transactions dealing with multiple currencies, languages, and time zones that require accurate information to process. Bank will use reasonable efforts to process all Foreign Transfers but cannot provide assurance on timing or completion.

Foreign Transfers take longer to complete than domestic transactions. Bank will make reasonable effort to initiate wire on same schedule as Domestic Wire Transfers. The Foreign Transfers may process through multiple banks or countries with differing business days, holidays, and time-zones that may cross the international date-line. As such, Foreign Transfers may take four or more days to complete if executed accurately. If the Customer notifies Bank of a Foreign Wire not received at the destination by the fifth business day, Bank will attempt to trace and retrieve the wire. Bank will not credit any disputed Foreign Wire back to the sending account until such time as the Bank, in its sole discretion, determines the funds are recoverable.

For compliance reasons, the Bank may only process so many foreign transfers annually. If we are near our annual limit, the bank may need to decline processing your international wire.

Errors & Rejections by Bank

If a wire transfer request indicates 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 wire transfer request describes 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 at 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 as 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 the 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.

Rejection of the Bank's Transfer Request

If the Bank receives notice that a wire transfer transmitted by the Bank has been rejected, the bank shall notify the Customer of such rejections including the reason given for rejection by telephone, electronic message, or the US mail. The Bank will have no further obligation to transmit the rejected wire transfer if it complied with this agreement with respect to the original transfer request.

Cancellation and Change by Customer

The Customer shall have no right to cancel or amend any transfer request after received by the Bank, however, the Bank shall use reasonable efforts to act on a cancellation or amendment request as long as it is received from the Customer or its authorized agent in accordance with the security procedures set forth in this agreement. However, Bank shall have no liability if such cancellation or amendment is not effected. Furthermore, the Customer agrees to hold Bank harmless from any and all liabilities, costs, and expenses Bank may incur in attempting to cancel or amend the Wire Transfer.

Amendments, Assignment and Termination of Agreement

The Bank shall be entitled to amend this agreement at any time which will become effective immediately upon the Customer's receipt of notification or upon a later date specified in such notification. The Customer may amend the "fill-in" portions of this agreement at any time by completing a new agreement. Such amendments will not be effective until presented to and signed by the branch listed at the bottom of this agreement. The Customer may not amend other portions of this agreement without the Bank's prior written consent. The Customer may not assign this agreement or any other person or entity without the Bank's prior written consent, at which time a new agreement will be established. Either the Bank or the Customer may terminate this agreement at any time by giving written notice. Termination by the Customer shall be effective the second business day following receipt of written notice. Any termination shall not affect any obligations occurring prior to termination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by a duly authorized individual or officer as of the day and year first set forth above.

CUSTOMER

By: _____

Print Name: _____

Title: _____

THE DENISON STATE BANK

By: _____

Print Name: _____

Title: _____

Notary (Bank Representative must witness the customer signature or a notary is required.)

On this ____ day of _____, 20____, personally appeared _____, known to me or has proven to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

Notary Public: _____

Commission Expires: _____

OR:

Bank Representative: _____

Date of Approval: _____

Exhibit B

Wire Agreement

The following information is open to change by Denison State Bank without requiring a new agreement. Written notification will be provided to the customer prior to implementation of the changes.

Denison State Bank Wire Schedule:

Domestic outgoing wires completed up until 3:00 pm.

International outgoing wires completed up until 2:00 pm.

Incoming wires must be received by 3:30 pm for same day credit.

Denison State Bank Fee Schedule:

Domestic outgoing wire fees are \$20.00

Domestic incoming wire fees are \$5.00

International outgoing wire fees are \$60.00

International incoming wire fees are \$6.00