



First State Bank of Colorado

Remote Wire Transfer Agreement

The undersigned ("Customer") desires to use the services of The First State Bank of Colorado ("Financial Institution") in order to facilitate the remotely ordered transfer of funds from Customer's designated accounts at Financial Institution, to accounts held at other domestic and foreign financial institutions. Financial Institution provides such services to allow Customer the ability to order Wire Transfers without the necessity of appearing in person at Financial Institution to initiate the order. Therefore, Customer and Financial Institution agree as follows:

1. Financial Institution is authorized to debit the account or accounts designated by Customer for payment or transfer requests. Customer's transfer requests may involve any electronic transfer of funds from this Financial Institution to any other Financial Institution or third party account at another Financial Institution. *If customer wishes to impose limitation to the amount that may be transferred electronically, or the location to which funds may be transferred or limit the authority of any authorized persons, those restrictions must be listed in the space below:*

_____.

This agreement includes the additional provisions on the bottom and reverse of this page.

Official Authorization

Dated: _____

Customer Name: _____ (print)

Signed: _____ (this authorization requires the signature of only one account owner)

Authorized Persons

The above signature gives the parties listed below the authority to initiate remotely ordered wire transfers within the stipulations of this agreement, without limitation, except as listed above. Authorization Codes, assigned by individual authenticating this agreement, will be provided upon request prior to completion of any wire request.

Authorized Persons

Code (must be individualized for each Authorized Person)

Account Numbers (Authorized Persons may access funds from these accounts)

Order Confirmation

Should you require payment orders to be confirmed with an individual other than the requester, list those Confirmation Contacts below. If no names are listed, Financial Institution will not be obligated to confirm payment order.

Confirmation Contact

Telephone Number

2. Transfer requests shall be provided to Financial Institution in compliance with the cut-off times established by Financial Institution from time to time. Transfer requests received by Financial Institution after such cut-off hours established by Financial Institution may be treated by Financial Institution as received on the next business day.

3. Financial Institution is not obligated to accept or execute any such wire transfer request in cases where sufficient funds are not available, confirmation of the validity of the request is not attainable, where recipient or recipient's financial institution is included on a government list of disallowed recipients, or for any other reason deemed prudent by Financial Institution. Notice of rejection will be given telephonically to Customer. If, for any reason, Financial Institution is unable to reach Customer by telephone to notify Customer of the rejection, Financial Institution may, at its option, give notice of rejection in writing.

4. Customer shall have no right to cancel or amend a payment order after it has been received by Financial Institution. However, Financial Institution shall make a reasonable effort to act on the Customer's request for cancellation or amendment of a payment order prior to the time that Financial Institution executes such payment order, but shall have no liability if such cancellation or amendment is not effected.
5. Customer shall execute and re-execute this form, as changes may be necessary. This form designates Customer's accounts which may be debited for transfer requests. It also designates the names of all Authorized Persons that Customer designates to issue transfer requests on its behalf, the codes assigned to those persons by Customer and the names of all Confirmation Contacts. All modifications and additions to the form must be in writing prior to any request for which such modifications are meant to apply.
6. Customer agrees to fund any such wire transfer order, including applicable fees, pursuant to this Agreement, at such time that Financial Institution executes a payment order to carry out Customer's transfer request. Customer agrees that its transfer requests will not exceed the available balance in the account designated to fund the transfer request. However, if a payment order should be executed which creates an overdraft in such designated account, Customer agrees to pay Financial Institution the overdraft amount and any overdraft fee promptly, upon demand. Financial Institution may offset the amount of the overdraft against the balance of any of Customer's accounts with Financial Institution, and may exercise any rights that Financial Institution may have under any agreements which grant Financial Institution security for the payment of liabilities or obligations of Customer to Financial Institution.
7. Customer understands and agrees that the payment of a transfer request does not require Financial Institution to verify any payment instruction information which is given telephonically or via internet-based Business Banking module. Financial Institution is required only to initiate the request as it is given. Financial Institution is not responsible for errors resulting from the Financial Institution being provided incorrect information or any type by the originating Customer or Authorized Persons.
8. Following each completed transfer, Financial Institution will provide Customer with confirmation of the transfer request, to the address contained in Financial Institution's records. Customer agrees to examine and immediately notify the Financial Institution of any discrepancy or error. If Customer fails to notify Financial Institution of any discrepancy or error within fourteen days of transfer, Customer agrees Financial Institution is not liable to pay interest or reimburse for any discrepancy or error with respect to a transfer request described in such confirmation. Customer also understands that once funds have left Financial Institution's control any return of said funds to Customer is at the sole discretion of recipient or recipient's financial institution.
9. Financial Institution and Customer agree that the following security procedures are a commercially reasonable method of providing security against unauthorized Payment Orders:
 - a. Individuals authorized to originate shall issue wire transfer requests to Financial Institution by telephone or via internet-based Business Banking module using any mutually agreed upon authentication protocol including, but not limited to the use of codes, passwords or PINs (personal identification numbers).
 - b. Financial Institution reserves the right to call on an individual authorized to confirm a transfer request in any amount, although Financial Institution is not obliged to do so unless such confirmation is stipulated in this agreement. If confirmation cannot be obtained to Financial Institution's satisfaction, Financial Institution reserves the right to refuse to honor such wire transfer.
 - c. Financial Institution shall have no responsibility to verify the identity of a person identifying himself or herself as the individual authorized to receive the call back other than to verify that the name given by such person corresponds to one of those previously specified to Financial Institution, provided that Customer designates such individuals. If Financial Institution attempts to verify authorization and for any reason is not satisfied that the transfer request was issued by an Authorized Individual or confirmed by a Confirmation Contact, Financial Institution may refuse to execute the transfer request. In so refusing, Financial Institution shall not incur any liability whatsoever. Customer shall prevent any disclosure, except on a "need to know" basis, of any aspects of the security procedures agreed to with Financial Institution. Customer shall notify Financial Institution immediately if the confidentiality of these security procedures is compromised and shall act to prevent the security procedures from being further compromised.
10. Financial Institution and Customer agree that any transfer requests received by Financial Institution is effective as the transfer request of Customer, whether or not authorized, if Financial Institution verified and accepted the transfer request in compliance with the above security procedures.
11. Financial Institution shall have no liability for delays or mistakes, provided it acts in good faith and with reasonable care. It shall not be responsible for delays or mistakes caused by others through whom it transmits funds whether selected by Customer or Financial Institution. Financial Institution will not be required to make the transfer on the day on which the request it received, unless received within reasonable time prior to any cut-off time established by Financial Institution. Financial Institution generally will use the Bankers Bank of the West BIDS funds transfer system, but it may use any means and routes that Financial Institution, in its sole discretion, may consider suitable for the transmission of funds.
12. Customer agrees that Financial Institution shall not be liable or responsible for any delay or failure to transfer any amount hereunder because of rules, regulations, or policies of the Federal Reserve Board which limits, in the aggregate, the amount the Financial Institution can transfer from time to time during any banking day, or in such cases where recipient or recipient's financial institution is listed on a Federally maintained list of disallowed recipients, provided, however, that Financial Institution promptly notifies Customer of any such failure or delay and that Financial Institution effectuates the transfer as soon as is reasonably possible thereafter, in such cases where transfer is legally permitted.
13. In no event shall Financial Institution be liable for any special, consequential, punitive or indirect loss or damage suffered by Customer in connection with this Agreement, regardless of whether Financial Institution knew or should have known such damages might be incurred. Financial Institution shall not be responsible for Customer's attorney's fees.
14. Financial Institution may terminate this Agreement at any time by giving written or oral notice to Customer. Unless terminated by Financial Institution, this Agreement shall remain in effect until Financial Institution receives Customer's written notice of termination or modification and has been afforded a reasonable opportunity to act on such notice. This Agreement may not be assigned by Customer.
15. This Agreement is governed by the provisions of Regulation J, 12 CFR Part 210, Subpart B including the appendices, to the extent that the transfer request was carried out. Terms which are not defined in this Agreement shall have the same meanings as defined in Uniform Commercial Code Article 4A. This Agreement is also subject to all applicable operating circulars of the Federal Reserve Bank in the District in which the Financial Institution is located and any other applicable provision of federal or state law. To the extent that Regulation J does not apply, this Agreement is governed by the laws of the State of Colorado.
16. This Agreement may be amended by Financial Institution from time to time, by sending a copy of any proposed amendment to Customer at least thirty (30) days prior to the proposed effective date. This Agreement may also be amended by a writing signed by both parties. No representation or statement not expressly contained in this Agreement or in any amendment shall be binding upon Customer or Financial Institution.
17. If any term of this Agreement is held to be invalid, illegal or unenforceable, the other Agreement terms shall not be impaired or affected.