



TrustTexas Bank, SSB  
**WIRE TRANSFER AGREEMENT**

By signing this Wire Transfer Agreement ("Agreement") ("Company," "you," "your," "its" or "User") hereby requests TrustTexas Bank, SSB ("Financial Institution," "our," "us," or "we") to provide the Service described in this Agreement. Company agrees that this Agreement sets forth the terms and conditions pursuant to which Financial Institution will provide to Company the Service outlined herein. In the event of inconsistency between a provision of this Agreement, the Uniform Commercial Code (the "UCC"), and/or the Depository Agreement, the provisions of this Agreement shall prevail.

Therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Financial Institution and Company, intending to be legally bound, do hereby agree as follows:

- 1. Authorization to Accept Payment Orders.** Financial Institution is authorized to accept and/or execute "Payment Orders," as that term is defined in Article 4A of the Uniform Commercial Code issued by Company, Administrators(s), User(s) Authorized Company Representatives or Authorized Company Agents, as those terms are defined herein.
  - 1.1. Written or Oral Payment Orders.** Company hereby expressly agrees to be bound by any Payment Order, whether or not authorized, issued in its name and accepted by Financial Institution in compliance with the Security Procedure, defined below. By one or more written resolutions acceptable to the Financial Institution and certified by Company in accordance with Schedule A attached hereto, Company shall designate those individuals (herein referred to as "Company's Authorized Representative(s)") who shall be authorized to designate, on Schedule B attached hereto or other form acceptable to Financial Institution, one or more "Authorized Company Agents" as the sole representatives of Company authorized to transmit and verify funds transfer instructions hereunder on behalf of Company, and shall indicate on such Schedule the functions that each Authorized Company Agent is authorized to conduct on behalf of Company. Designation of Authorized Company Agents may be altered or revoked from time to time upon written notice to the Financial Institution from any of Company's Authorized Representative, provided that the Financial Institution may in its sole discretion act upon verbal notice of revocation which the Financial Institution reasonably believes to be from any Company's Authorized Representative(s), which revocation shall later be confirmed in writing by a Company's Authorized Representative. Financial Institution shall be entitled to deem any person having knowledge of any security codes required in order to initiate funds transfer instructions under this Agreement to be an Authorized Company Agent. Company may establish dollar limits and limits on daily number of Payment Orders for Authorized Company Agents. Such limits, if any, shall be designated in Schedule D.
- 2. Execution and Acceptance of Payment Orders.** Financial Institution is hereby authorized to honor, execute and accept each and every Payment Order received by it in the name of the Company as sender or issued by an Authorized Company Agent. If Financial Institution elects to accept Payment Orders issued by Company, Financial Institution shall use reasonable efforts to comply with the Payment Order in paying the proceeds to the beneficiary, if Financial Institution is also the beneficiary's financial institution, or in executing the Payment Order if Financial Institution is not also the beneficiary's financial institution. Company shall issue the Payment Order to Financial Institution in a timely manner sufficient to allow Financial Institution to ensure that payment is made to the beneficiary on the payment date. Financial Institution shall be entitled to deem any person having knowledge of any security codes required in order to initiate Payment Orders under this Agreement to be an Authorized Company Agent. Financial Institution may, in all cases, rely on and accept Payment Orders issued on behalf of Company by any individual(s) authorized by Company to sign checks on any of Company's depository accounts with Financial Institution.

### **3. Security Procedures.**

- 3.1.** Company shall comply with the “Security Procedures” described in Schedule C attached hereto and made a part hereof, and Company acknowledges and agrees that the Security Procedures, including (without limitation) any code, personal identification number, token, certificate, or other element, means, or method of authentication or identification used in connection with a Security Procedure (“Security Devices”) used in connection therewith, constitute commercially reasonable security procedures under applicable law for the initiation of Payment Orders. Company authorizes Financial Institution to follow any and all instructions given using applicable Security Procedures unless and until Company has notified Financial Institution, according to notification procedures prescribed by Financial Institution, that the Security Procedures have been compromised, or otherwise become known to persons other than Authorized Company Agents, and until Financial Institution has had a reasonable opportunity to act upon such notice. Company agrees that the initiation of a transaction using applicable Security Procedures constitutes sufficient authorization for Financial Institution to execute such transaction notwithstanding any particular signature requirements identified on any signature card or other documents relating to Company’s deposit account maintained with Financial Institution, and Company agrees and intends that the submission of Payment Orders and instructions using the Security Procedures shall be considered the same as Company’s written signature in authorizing Financial Institution to execute such transaction. Company acknowledges and agrees that Company shall be bound by any and all Payment Orders initiated through the use of such Security Procedures, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated Authorized Company Agents to the fullest extent allowed by law. Company further acknowledges and agrees that the Security Procedures are not designed to detect error in the transmission or content of communications or Payment Orders initiated by Company and that Company bears the sole responsibility for detecting and preventing such error.
- 3.2.** Company agrees to keep all Security Procedures protected, secure, and strictly confidential and to provide or make available the same only to Authorized Company Agents. Company agrees to instruct each Authorized Company Agents not to disclose or provide any Security Procedures to any unauthorized person. Company shall have responsibility to ensure the proper implementation and use of the Security Procedures by Authorized Company Agents. Company agrees to notify Financial Institution immediately, according to notification procedures prescribed by Financial Institution, if Company believes that any Security Procedures has been stolen, compromised, or otherwise become known to persons other than Authorized Company Agents, or if Company believes that any Payment Order or activity is unauthorized or in error. In the event of any actual or threatened breach of security, Financial Institution may establish new Security Procedures as soon as reasonably practicable, but Financial Institution shall not be liable to Company or any third party for any delay in taking such actions.
- 3.3.** Company agrees to notify Financial Institution immediately, according to notification procedures prescribed by Financial Institution, if the authority of any Company’s Authorized Representative(s), or Authorized Company Agent, shall change or be revoked.
- 3.4.** Financial Institution reserves the right to modify, amend, supplement, or cancel any or all Security Procedures at any time and from time to time in Financial Institution’s discretion. Financial Institution will endeavor to give Company reasonable notice of any change in Security Procedures; provided that Financial Institution may make any change in Security Procedures without advance notice to Company if Financial Institution, in its judgment and discretion, believes such change to be necessary or desirable to protect the security of Financial Institution’s systems and assets. Company’s implementation and use of any changed Security Procedures after any change in Security Procedures shall constitute Company’s agreement to the change and Company’s agreement that the applicable Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.

#### 4. PHYSICAL SECURITY.

- 4.1. Company is solely responsible for providing for and maintaining the physical, procedural, and administrative, security of data in Company's possession or under Company's control.
- 4.2. Company acknowledges and agrees that it is Company's responsibility to protect itself and to be vigilant against e-mail fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as "phishing" and "pharming"). Company agrees to educate agents and employees as to the risks of fraud and to train such persons to avoid such risks. Company acknowledges that Financial Institution will never contact Company by e-mail in order to ask for or to verify Account numbers, or any sensitive or confidential information. In the event Company receives an e-mail or other electronic communication that Company believes, or has reason to believe, is fraudulent, Company agrees that neither Company nor agents, and employees shall respond to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, or otherwise comply with any instructions in the e-mail. Company agrees that Financial Institution is not responsible for any losses, injuries, or harm incurred by Company as a result of any electronic, e-mail, or Internet fraud.
- 4.3. In the event of a breach of the Security Procedure, Company agrees to assist Financial Institution in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing Financial Institution or Financial Institution's agent access to Company's hard drive, storage media and devices, systems and any other equipment or device that was used in breach of the Security Procedure. Company further agrees to provide to Financial Institution any analysis of such equipment, device, or software or any report of such analysis performed by Company, Company's agents, law enforcement agencies, or any other third party. Failure of Company to assist Financial Institution shall be an admission by Company that the breach of the Security Procedure was caused by a person who obtained information facilitating the breach of the Security Procedure from Company and not from a source controlled by Financial Institution.

5. **Settlement.** The Financial Institution is not obligated by this Agreement to honor, execute, or accept any Payment Order. If Financial Institution elects to accept Payment Orders issued by Company, Company agrees to settle for all Payment Orders issued by Company, Authorized Company Agent(s) or Payment Orders otherwise made effective against Company. Settlement shall be made by Company to Financial Institution in any manner specified by Financial Institution. Notwithstanding the foregoing, Financial Institution is hereby authorized to charge the account designated by Company ("Authorized Account") as settlement for Payment Orders issued by Company. Company shall designate the Authorized Account in Schedule D attached hereto and made a part hereof. Company shall maintain sufficient collected funds in the Authorized Account to settle for the Payment Order at the time that the Payment Order is issued. Financial Institution may, in its sole discretion, transfer funds from the Authorized Account in excess of the collected balance and thereby create an overdraft. In this event, Company shall promptly reimburse the Financial Institution upon demand in the amount of the overdraft together with any interest fees or charges which would otherwise be charged to Company as a result of an overdrawn account based upon the Financial Institution's account rules and pricing schedules. If Financial Institution elects to pay Company's account in the overdraft on any one or more occasions, it shall not be considered a waiver of the Financial Institution's rights to refuse to do so at any other time nor shall it be an agreement by the Financial Institution to pay checks or other items in the overdraft. Financial Institution shall have the right to charge other accounts maintained by Company with Financial Institution that are not designated as an Authorized Account if Financial Institution accepts the Payment Order and the designated Authorized Account does not have sufficient balances to settle for the Payment Order. Financial Institution may process Payment Orders in any order convenient to Financial Institution and Financial Institution may charge items, including settlement for Payment Orders, in any order or sequence selected by Financial Institution.

## **6. Method of Issuance of Payment Orders.**

**6.1. Issuance of Payment Orders.** Company may issue Payment Orders in person, in writing, by telephone, by fax, or by email. Payment Orders may only be executed on a "Business Day" which is Monday through Friday, excluding Federal holidays. Payment Orders received before the cut-off time established by Financial Institution will be processed on the same Business Day. Payment Orders received on a non-Business Day or after the cut-off time on a Business Day will be treated as being received on the next Business Day. The funds transfer cut-off time may be obtained by contacting Financial Institution. Company acknowledges that the Financial Institution shall have no obligation to ascertain the identity of the beneficiary or the beneficiary's financial institution and shall have the right to reject any Payment Order that does not identify the account number and address of the beneficiary and the identifying number of the beneficiary's financial institution. Company further acknowledges that Financial Institution is not responsible for detecting any Company error contained in any Payment Order sent by the Company to the Financial Institution. Financial Institution may, at its option, record electronically all telephonic instructions received by Financial Institution from Company without further notification and may retain such recordings for any period of time selected by Financial Institution. Company consents to the recording of such telephone conversations. The decision of whether to record a particular conversation is within the Financial Institution's discretion, and the Financial Institution has no liability for failure to record.

**7. Errors in Payment Orders.** Company agrees that Financial Institution shall have no obligation to discover errors in Payment Orders and shall not be liable to Company for errors made by Company, including but not limited to errors made in identifying the beneficiary, or an intermediary or beneficiary's financial institution, or for errors in the amount of the Payment Order. Financial Institution shall likewise have no duty to discover and shall not be liable for duplicate Payment Orders issued by Company. In the event that Company makes an error or issues a duplicate Payment Order, Company shall indemnify, defend all claims, and hold Financial Institution harmless from any loss, damages, or expenses, including but not limited to attorneys' fees, incurred by Financial Institution as the result of completion of the funds transfer.

**8. Use of Account Numbers.** The Company is notified, and hereby acknowledges, that in executing or otherwise acting on a Payment Order the Financial Institution shall rely solely and exclusively upon identifying account or identification numbers of a beneficiary, beneficiary's financial institution or intermediary financial institution and shall not rely on the name of the beneficiary. Likewise, acceptance of a Payment Order may be made by a beneficiary's financial institution on the basis of an identifying or financial institution account number even if it identifies a person different from the named beneficiary. Company is liable for and must settle with Financial Institution for any funds transfer initiated by Company that identifies the beneficiary by account or identifying number or by name and account or identifying number. The Financial Institution shall have no duty to detect any inconsistency between the name and number contained in a Payment Order and the Company shall be responsible for any inconsistencies. The Company shall indemnify and hold the Financial Institution harmless from and against any loss, liability, expense or damage that the Financial Institution may incur as a result of such inconsistency, including, without limitation, attorneys' fees and expenses of litigation.

## **9. Amendments and Cancellations.**

**9.1.** A Payment Order may be canceled by the Company, provided the cancellation instruction is received by the Financial Institution, and verified pursuant to the Security Procedures in effect, at a time and in a manner affording the Financial Institution a reasonable opportunity to act prior to the Financial Institution's acceptance of the Payment Order.

**9.2.** The Financial Institution is not obligated to amend or cancel a Payment Order after acceptance, but if in Financial Institution's sole discretion, it agrees with Company to do so, it may condition such amendment or

cancellation upon compliance with the Security Procedures. Any cancellation of a Payment Order by the Financial Institution shall relieve the Financial Institution of any obligation to act on such Payment Order and any amendment of a Payment Order by the Financial Institution shall relieve the Financial Institution of any obligation to act on such Payment Order in its un-amended form.

**9.3.** Company acknowledges and agrees that after a Payment Order has been accepted by the beneficiary's financial institution, return of such funds must be authorized by the beneficiary and Financial Institution has no responsibility to procure the return of such funds. If Company asks Financial Institution to recover funds which Financial Institution has already transferred, Financial Institution shall be under no obligation to do so. If Company deposits with Financial Institution an amount reasonably determined in good faith by Financial Institution to approximate the costs and expenses (including attorney's fees) which Financial Institution may incur in attempting to recover the funds transferred, Financial Institution may, in its sole discretion make an attempt to recover the funds. In lieu of such a deposit, Financial Institution may request Company to provide a bond or other assurance of payment reasonably satisfactory to Financial Institution. Upon such deposit, or the supplying of such other assurance, Financial Institution may take such action as it deems reasonable under the circumstances, including, for example, sending a request to reverse the transfer to any financial institution that received such funds. In no event, however, shall the Financial Institution be deemed to have guaranteed or otherwise assured the recovery of any portion of the amount transferred, nor to have accepted responsibility for any amount transferred.

**10. Rejection of Payment Order.** Company agrees that Financial Institution has no obligation to accept a Payment Order and therefore may reject any Payment Order issued by Company. Financial Institution has no obligation to notify Company of the rejection of the Payment Order issued by Company but Financial Institution may so notify at its option. Financial Institution shall have no liability to Company for rejection of a Payment Order and shall not be liable to pay interest to Company even if the amount of Company's Payment Order is fully covered by a withdrawable credit balance in an Authorized Account of Company or the Financial Institution has otherwise received full payment from Company.

**11. Use of Correspondents, Agents, and Systems.**

**11.1.** The Company agrees that in executing any Payment Order the Financial Institution may make use of such correspondents, agents and Payment Order and communication systems as it deems necessary or desirable to execute such Payment Order. To the fullest extent permitted by law (a) such correspondents, agents and systems shall be deemed to be agents of the Company and the Financial Institution shall not be liable for any errors, negligence, suspension, or default of any of them or for any failure to identify the beneficiary or any mistake in payment by any of them, and (b) the Financial Institution shall not be liable for any errors, mutilations, mis-delivery, or failure of delivery in the transmission of any Payment Order by such correspondents, agents and Payment Order and communication systems or for any suspension of any means of communication or for any imposition of a censorship, exchange control or other restriction by such correspondents, agents and Payment Order and communication systems, all such risk being borne by the Company.

**11.2.** Each Payment Order, amendment or cancellation thereof, carried out through a funds transfer system will be governed by all applicable funds transfer system rules, whether or not the Financial Institution is a member of the system. Any Payment Order or cancellation thereof may be transmitted by any financial institution by use of the funds transfer system of the Federal Reserve Bank ("Fedwire"). The rights and obligations of the Financial Institution and the Company with respect to any Payment Order, any part of which is carried out through the use of the Fedwire, will be governed by any applicable laws, the regulations of the Board of Governors of the Federal Reserve System, and the operating circulars of the Federal Reserve Bank. The Company acknowledges the Financial Institution's right to reserve, adjust, stop payment, or delay posting of

an executed Payment Order is subject to the laws, regulations, circulars, and rules described in this Section 11.2.

- 12. Compliance with Laws.** Company agrees to comply with all applicable laws, rules, procedures and regulations with respect to the use of its accounts at the Financial Institution and its use of the service described in this Agreement. The Financial Institution will comply with regulations issued by the U.S. Treasury's Office of Foreign Assets Control ("OFAC"). It shall be the responsibility of Company to obtain information regarding such OFAC regulations. (This information may be obtained directly from the OFAC Compliance Hotline at 800-540-OFAC or from OFAC's home page site at [www.ustreas.gov/ofac](http://www.ustreas.gov/ofac)). If any Payment Order is to a person or entity listed on OFAC's list of Specially Designated Nationals and Blocked Persons, by law the Financial Institution shall not complete the transfer and shall "block" the funds until such time that OFAC issues a written release to the Financial Institution.
- 13. Unauthorized Transactions and Other Errors.** The Financial Institution shall provide the Company with advices describing each Payment Order paid or executed on behalf of the Company. Such advices shall be mailed not later than the business day following the day of execution or payment to a beneficiary of a Payment Order or as determined by the Financial Institution in its discretion. The Company shall notify the Financial Institution of any discrepancy between the Payment Order and the related funds transfer, or of any unauthorized transaction or other error on the next business day following receipt of any advice or within 30 calendar days of the delivery or mailing by Financial Institution (whichever occurs first) of any statement of account relating to the Authorized Account, whichever is earlier, which time limits Company agrees are reasonable. If notification of an unauthorized transaction or other error is communicated orally, it shall be confirmed promptly in writing. The Company will be deemed to have received any advices and statements of account that are mailed by the Financial Institution five business days after such mailing. The Financial Institution shall have no liability to the Company for any loss or damage sustained by the Company arising out of any Payment Order referenced in a statement of account for the Authorized Account or in an individual advice, and no legal proceeding or action shall be brought by Company against Financial Institution to recover such loss or damage, unless (a) Company shall have given the written notice as provided for herein, and (b) such legal proceeding or action shall be commenced within the period established by UCC 4A. Company waives any right to seek or enforce payment of attorneys' fees related thereto.
- 14. Indemnification.** Company shall be liable to the Financial Institution for and shall indemnify and hold the Financial Institution and its affiliates and their respective officers, directors, employees and agents harmless from and against any and all claims, causes of action, damages, expenses (including reasonable attorneys' fees and other legal expenses), liabilities and other losses arising or resulting from acts or omissions of Company, or from the provision of invalid or inaccurate data by Company or by any other person or entity acting on Company's behalf, including without limitation (a) a breach by Company of any provision of this Agreement; (b) the Financial Institution's debiting or crediting of the account of any person or entity as requested by Company; and (c) the failure to act or the delay of any financial institution other than the Financial Institution.
- 15. Limitation of Liability.**
- 15.1.** The Financial Institution shall be responsible only for performing the funds transfer services described in this Agreement and shall be liable only for its own gross negligence or willful misconduct in performing these Services. The Financial Institution shall not be liable for acts or omission by Company or any other person or entity, including without limitation any funds transfer systems, any Federal Reserve Bank, any beneficiary's financial institution and any beneficiary, none of which shall be deemed the Financial Institution's agent. Without limitation, the Financial Institution shall be excused from delaying or failing to act if caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions, strikes or other circumstances beyond the Financial Institution's control. In addition, the Financial Institution shall be excused from delaying or failing to execute a funds

transfer due to any changes in the rules, regulations and policies of the Federal Reserve Board that affect the Financial Institution's ability to send or receive funds at any time, for any reason, if the funds transfer would result in the Financial Institution's exceeding any limitation on its intra-day net funds position established through Federal Reserve guidelines or if the funds transfer would result in violating any present or future risk control program of the Federal Reserve or a rule or regulation of any other governmental regulatory authorities.

- 15.2.** Except as otherwise required by applicable law, the Financial Institution shall not be liable for any loss or liability arising from (a) any inaccuracy or failure to act on the part of any person not within the Financial Institution's reasonable control, including but not limited to the failure of any other financial institution(s) to provide accurate or timely information to the Financial Institution or the Company, (b) the failure of other financial institutions to accept payment orders, (c) Company's negligence, wrongful act or breach of this Agreement, or (d) any ambiguity or inaccuracy in any instruction given to the Financial Institution by Company.
- 15.3.** IN NO EVENT SHALL THE FINANCIAL INSTITUTION BE LIABLE FOR SPECIAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT LOSSES OR DAMAGES SUFFERED OR INCURRED BY COMPANY IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, INCLUDING WITHOUT LIMITATION SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM THE FINANCIAL INSTITUTION'S ACTS OR OMISSIONS, REGARDLESS OF WHETHER THE FINANCIAL INSTITUTION KNEW OR SHOULD HAVE KNOWN SUCH LOSSES OR DAMAGES MIGHT BE INCURRED. ANY LIABILITY OF THE FINANCIAL INSTITUTION 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 AT THE FINANCIAL INSTITUTION INVOLVED IN THE FUNDS TRANSFER. THE FINANCIAL INSTITUTION SHALL NOT BE RESPONSIBLE FOR COMPANY'S ATTORNEYS' FEES.
- 16. International Payment Orders.** Fund transfers to beneficiaries outside of the United States will only be processed through an intermediary bank physically located in the United States. The beneficiary should consult with their receiving bank to determine if it has a correspondent bank in the United States to serve as the intermediary bank. TrustTexas Bank SSB will only accept payment orders made in United States dollars.
- 17. Company Cooperation.** In the event that the Financial Institution is entitled under the law governing mistake and restitution to recover from any beneficiary all or any part of a funds transfer made to such beneficiary hereunder, Company shall upon the Financial Institution's request but without expense to the Financial Institution testify in any legal proceedings and otherwise take any action necessary to assist or enable Financial Institution to recover from such beneficiary. Company hereby consents to the Financial Institution's disclosure to government authorities of information concerning the Company and transactions under this Agreement that the Financial Institution believes to be appropriate or necessary to fulfill legal recordkeeping and reporting requirements.
- 18. Furnishing Information.** Upon request the Company will provide the Financial Institution with any transaction information necessary for the Financial Institution to handle inquiries and tracing, or otherwise to comply with applicable laws and regulations relating to Payment Orders, including but not limited to, dollar amounts, account(s) affected, dates and names of beneficiaries and third parties involved in the transfer.
- 19. Transactions with Financial Institutions.** If the Company is a Financial Institution (as defined in UCC 4A), and under applicable law the Company is not deemed the originator of the order to which a Payment Order relates, the Company agrees to indemnify and hold the Financial Institution harmless for any loss or liability owed to such originator to the extent that such loss or liability would not have been incurred if the Company had been an originator.

- 20. Prohibited Transactions.** Company agrees not to use or attempt to use the Services (a) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation, (b) to breach any contract or agreement by which Company is bound, or (c) to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, (d) to engage in any activity or business that would result in Company being or becoming a “money service business” as defined in the Bank Secrecy Act and its implementing regulations, or (e) to engage in any transaction or activity that is not specifically authorized and permitted by this Agreement. Company acknowledges and agrees that Financial Institution has no obligation to monitor Company’s use of the Services for transactions and activity that is impermissible or prohibited under the terms of this Agreement; provided, however, that Financial Institution reserves the right to decline to execute any transaction or activity that Financial Institution believes violates the terms of this Agreement.
- 21. Entire Agreement.** The Business Account Agreement governing Company’s account (the “Account Agreement”), and this Agreement (a) constitute the entire agreement between the Financial Institution and Company regarding the use of the Financial Institution’s funds transfer service; (b) supersede any prior agreements between the Financial Institution and Company regarding funds transfers and (c) shall be binding upon and enforceable against Company’s successors and assigns. If any inconsistency exists between the Account Agreement and this Agreement, the terms of this Agreement shall control. If any part of this Agreement is found to be invalid, illegal or unenforceable, the remaining provisions shall remain in effect.
- 22. Amendments.** Financial Institution may amend this agreement from time to time upon written notice to the Company. In the event that performance of services under this Agreement would result in a violation of any present or future statute, regulation or governmental policy to which the Financial Institution is subject, then this Agreement shall be amended to the extent necessary to comply with such statute, regulation or policy. Alternatively, the Financial Institution may terminate this Agreement if it deems such action necessary or appropriate under the circumstances. The Financial Institution shall have no liability to the Company as a result of any such violation, amendment or termination. Any practices or course of dealings between the Financial Institution and the Company, or any procedures or operational alterations used by them, shall not constitute a modification of this Agreement nor shall they be construed as an amendment to this Agreement.
- 23. Payment for Services.** The Company shall pay the Financial Institution the charges for the services provided in connection with this Agreement, as set forth in Financial Institution’s Fee Schedule. All fees and services are subject to change upon thirty (30) days prior written notice from the Financial Institution. Such charges do not include, and the Company shall be responsible for payment of, any sales, use, excise, value added, utility or other similar taxes relating to such services, and any fees or charges provided for in the Depository Agreement between the Financial Institution and the Company with respect to the Account.
- 24. Termination.** Company may terminate this Agreement at any time. Such termination shall be effective on the second business day following the day of Financial Institution’s receipt of written notice of such termination or such later date as is specified in that notice. Financial Institution reserves the right to terminate this Agreement immediately upon providing written notice of such termination to Company. Any termination of this Agreement shall not affect any of Financial Institution’s rights and Company’s obligations with respect to Entries initiated by Company prior to such termination, or the payment obligations of Company with respect to services performed by Financial Institution prior to termination, or any other obligations that survive termination of this Agreement.
- 25. Non-Assignment.** The Company may not assign this Agreement or any of the rights or duties hereunder to any person without the Financial Institution’s prior written consent.



- 26. Waiver.** The Financial Institution may waive enforcement of any provision of this Agreement. Any such waiver shall not affect the Financial Institution's rights with respect to any other transaction or modify the terms of this Agreement.
- 27. Binding Agreement; Benefit.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns. This Agreement is not for the benefit of any other person, and no other person shall have any right against the Financial Institution or the Company hereunder.
- 28. Headings.** Headings are used for reference purposes only and shall not be deemed part of this Agreement.
- 29. Severability.** In the event that any provision of this Agreement shall be determined to be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.
- 30. Notices, Instructions, Etc.**

**30.1.** Except as stated herein, the Financial Institution shall not be required to act upon any notice or instruction received from the Company or any other person, or to provide any notice or advice to the Company or any other person with respect to any matter.

**30.2.** Except as stated herein, the Financial Institution shall not be required to act upon any notice or instruction received from the Company or any other person, or to provide any notice or advice to the Company or any other person with respect to any matter.

**30.3.** The Financial Institution shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an authorized representative of Company, and any such communication shall be deemed to have been signed by such person. Such notice shall be effective on the second Business Day following the day received by the Financial Institution.

**30.4.** Except as stated herein, any written notice or other written communication required or permitted to be given under this Agreement shall be delivered or sent by US mail, if to Company, at the address of Company on the books of Financial Institution and if to Financial Institution, at the following address:

TrustTexas Bank, SSB  
Attention: Wire Transfer Department  
121 E. Courthouse  
P. O. Box 808  
Cuero, TX 77954

unless another address is substituted by notice delivered or sent as provided heron. Except as otherwise stated herein, any such notice shall be deemed given when received.

- 31. Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas and applicable federal law, excluding its conflict of law principals.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers.

**TrustTexas Bank, SSB**

**Company**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature) (For and on behalf of Customer  
and each Commonly Controlled Entity)

Name:

Name:

Title:

Title:

**RESOLUTION  
SCHEDULE A  
TO WIRE TRANSFER AGREEMENT**

I, \_\_\_\_\_ (Title) of \_\_\_\_\_, (herein called "Company"), hereby certify that the Company is a: (check one)

**Type of Organization:**

- Corporation
- Limited Liability Company
- Partnership
- Sole Proprietorship
- Public Funds

**Governing Body:**

- Board of Directors
- Members and/or Managers
- Partners
- Owner
- Treasurer

formed under the laws of \_\_\_\_\_.

At a meeting of the Governing Body of the \_\_\_\_\_ held at its office in the city of \_\_\_\_\_ on \_\_\_\_\_ pursuant to due notice, at which a quorum of the Governing Body was present, on motion, duly seconded, the following resolutions were unanimously adopted:

Resolved, that the \_\_\_\_\_ in consideration of the Financial Institution entering into a Wire Transfer Agreement with Company:

(1) The following officer(s) of Company:

Typed or Printed  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(signature) \_\_\_\_\_

Typed or Printed  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(signature) \_\_\_\_\_

Typed or Printed  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(signature) \_\_\_\_\_

Typed or Printed  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(signature) \_\_\_\_\_

is/are hereby designated as "Company's Authorized Representative(s)" and authorized, for and on behalf of Company: (i) to execute and deliver to the Financial Institution, the Agreement (including all appendices) attached hereto, which has been reviewed and approved by the Governing Body; (ii) to designate not less than two (2) Authorized Company Agents in accordance with the Agreement as the representatives of Company authorized to transmit and verify transfer instructions to the Financial Institution; (iii) to modify, substitute, or revoke, in accordance with the Agreement, the designation of Authorized Company Agents; (iv) to execute and deliver to the Financial Institution, in accordance with the Agreement, any waiver or special agreement between Company and the Financial Institution respecting Company Callback procedures or additional Security Procedures, including any such waiver or special agreement respecting the Financial Institution's standard of care or obligating Company to indemnify the Financial Institution; and (v) to execute and deliver to the Financial Institution any other written agreement, amendment, or notice respecting the rights and obligations of the parties to the Agreement.

(2) The Financial Institution shall be entitled to rely on this Resolution for the identification of the names and signatures of the persons holding the aforementioned offices of Company until such resolution or resolutions are superseded by a later resolution. Financial Institution shall be indemnified against and held harmless by Company from any and all claims, demands, losses, damages, costs or expenses (included but not limited to, attorneys' fees incurred in the enforcement hereof) in connection with or arising out of Financial Institution's honoring any signature or other request of any person so certified or refusing to honor any signature or other request not so certified by this Resolution.

(3) Any and all actions taken by any of the officers or representatives of Company, for and on behalf and in the name of Company, with the Financial Institution prior to the adoption of this Resolution, including but not limited to requests for funds transfers and the negotiation of wire transfer agreements, are hereby ratified, confirmed and approved in all respects for all purposes.

(4) This Resolution will continue in full force and effect until the Financial Institution shall receive (i) a subsequent Resolution which shall have the effect of canceling the previous Resolution; or (ii) notice in writing from the Secretary or any Assistant Secretary of Company of the revocation thereof by a resolution duly adopted by the Board.

(5) This Resolution shall, when delivered to the Financial Institution, constitute a part of the Agreement. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

This is to certify that the above is a true and correct copy of the resolutions unanimously adopted, on the motion duly seconded, at a meeting of the Governing Body of \_\_\_\_\_ an entity organized under the laws of \_\_\_\_\_ held at its office in the city of \_\_\_\_\_ on \_\_\_\_\_ pursuant to due notice at which meeting a quorum of the Governing Body was present; and that said resolutions are duly entered upon the Minute Book of Company and are now in full force and effect.

Signed and delivered to the Financial Institution, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

COMPANY:

BY: \_\_\_\_\_  
(Secretary or Cashier)

**DESIGNATION OF AUTHORIZED COMPANY AGENT  
SCHEDULE B  
TO WIRE TRANSFER AGREEMENT**

(Complete a separate Designation Form for each Company Account)

When executed by the Financial Institution and Company, this Schedule shall constitute a part of the Wire Transfer Agreement in effect between the Financial Institution and Company. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

In accordance with that certain Wire Transfer Agreement between the undersigned Company and the Financial Institution, the following individuals are hereby designated as Authorized Company Agents and the representatives of Company authorized to transmit and/or verify funds transfer instructions in connection with the below-referenced account to the Financial Institution on behalf of Company:

**LISTING OF PERSONS AUTHORIZED TO INITIATE (I), AUTHENTICATE (A), OR BOTH (B)**

Name	Title	Email	Authority		
			(I)	(A)	(B)

This Schedule must be signed on behalf of Company by Company's Authorized Representative.

COMPANY: \_\_\_\_\_

BY: \_\_\_\_\_  
(signature)

**FUNDS TRANSFER SECURITY PROCEDURES  
SCHEDULE C  
TO WIRE TRANSFER AGREEMENT**

**I. SECURITY PROCEDURES**

When executed by the Financial Institution and Company, this Schedule shall constitute a part of the Wire Transfer Agreement in effect between the Financial Institution and Company. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

The following are the Security Procedures referred to in the Agreement between the undersigned Company and the Financial Institution. Company acknowledges that the Security Procedures are commercially reasonable in the context of the Company's operation, requirements, and internal procedures.

The following Security Procedures shall apply with respect to all funds transfers (or amendments or cancellations thereto) of Company under the Agreement:

1. Personal Identification Numbers ("PIN"). In addition to the User ID and Password and other security procedures required to initiate Funds Transfer Services. Each Authorized Company Agent shall create a PIN for use in the initiation or verification of funds transfer instruction (Schedule E). It is the Administrator's sole responsibility to ensure that such PINs are maintained securely and not shared by the Authorized Company Agent(s). The Financial Institution shall be entitled to reissue replacement PINs as the Financial Institution, in its sole discretion, shall from time to time deem advisable.
2. Company Callback. The Financial Institution shall be entitled, in its sole discretion, to verify funds transfer instruction, as a condition to the Financial Institution's execution of same, by way of return telephone call to an Authorized Company Agent other than the Authorized Company Agent originating such instructions (hereinafter referred to as "Company Callback").
3. A confirmation with the following disclaimer will be sent via email to the originating Authorized Company Agent upon completion of the transfer:

This is confirmation of the Wire Transfer of Funds described above. Company must review the information provided and notify TrustTexas Bank, SSB of any discrepancies by calling (361) 275-2345 or toll-free at 800-342-069. Company assumes any and all liability if they fail to notify TrustTexas Bank, SSB immediately.

COMPANY:

By: \_\_\_\_\_

(Signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

**AUTHORIZED ACCOUNT NUMBERS AND LIMITS  
SCHEDULE D  
TO WIRE TRANSFER AGREEMENT**

Company Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Company Main Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Company Email \_\_\_\_\_

Tax ID #: \_\_\_\_\_

Primary Contact Name: \_\_\_\_\_ Primary Contact Title: \_\_\_\_\_

Primary Contact Phone: \_\_\_\_\_ Primary Contact Email: \_\_\_\_\_

Secondary Contact Name: \_\_\_\_\_ Secondary Contact Title: \_\_\_\_\_

Secondary Contact Phone: \_\_\_\_\_ Secondary Contact Email: \_\_\_\_\_

Authorized Wire Transfer Accounts (Authorized Accounts)      Authorized Limits Per Day

**Account Number**

**Authorized Limits**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PIN AGREEMENT  
SCHEDULE E  
TO WIRE TRANSFER AGREEMENT**

Pursuant to the Security Procedures in Schedule C and my nomination as a person designated to either Initiate or Authorize funds transfer instructions as described in Schedule B, such persons are required to select a Personal Identification Number (PIN) which will be used by bank officials to verify their identity. Said PIN is to be kept confidential and not shared with anyone else as it is intended to identify only one person.

I, \_\_\_\_\_, agree to follow the security procedures outlined in Schedule C and to keep my PIN confidential. I will notify the Wire Transfers Department at TrustTexas Bank if I suspect that my PIN has been compromised so that a new one can be obtained. I select the following as my PIN (four characters, can be either numbers or letters or a combination): \_\_\_\_\_.

**Additional Identification Information**

Date of birth: \_\_\_\_\_

Last 4 digits of SSN: \_\_\_\_\_

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name and Title** *(Please print or type)*

**Date:** \_\_\_\_\_