

ALPINE BANK

FUNDS (WIRE) TRANSFER AUTHORIZATION AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, _____ is by and between Alpine Bank (“Bank”) and _____ (“Customer”). In consideration of the mutual promises set forth below, the parties hereto agree as follows:

1. Bank is hereby authorized and directed, whenever Bank receives an instruction, which on its face is in compliance with the security procedures established by this Agreement, to transfer funds from and of Customer’s account(s) listed on Agent Profile to this Agreement to any third party designated in the instruction. As used in the Agreement, the term “transfer” shall be deemed to include a transfer of funds by means of the Federal Reserve FEDWIRE, the Society for Worldwide Interbank Financial Telecommunications (“SWIFT”), or other means. The term shall be deemed not to include transfers made through the Automated Clearing House (“ACH”) system within the United States, as defined by the National Automated Clearing House Association (“NACHA”) operating rules as those rules may be amended from time to time.
2. Customer may communicate a transfer of funds as provided for in paragraph 1 above to bank, in writing, or through Alpine Bank Cash Management. Customer has executed Agent Profiles, which applies to all wire transfers. Customer agrees to be bound by all online transmission terms, if applicable. Each transfer shall include the amount of the transfer, the account to be debited, the beneficiary’s name and account number, the name and number of the beneficiary’s bank, and such other information as Bank may reasonably request.
3. Customer authorized Bank to (a) execute and charge to Customer’s account all transfers delivered to Bank in compliance with the security procedures and all other terms of this Agreement; and (b) use whatever means Bank, in good faith, deems reasonable under the circumstances to execute each transfer, including selection of funds transfer system and routing. Customer acknowledges that in order for Bank to execute a transfer on the same business day, Bank must receive the transfer before applicable deadline established by Bank. Bank shall have no obligation to execute a transfer if Customer’s account to be charged contains insufficient funds to cover it.
4. **Customer hereby represents and warrants to Bank that each person named on an Agent Profile is an Authorized Agent for the account specified. Customer permits Authorized Agents to set up, edit, transmit or confirm transfer of funds and matters related to transfer of funds with respect to the accounts listed on Agent Profile.** Customer and Bank hereby agree that no other security procedures for error detection have been established between them other than that as set forth herein. In its discretion, Bank may add or delete any procedures (security or otherwise) established under this Agreement, from time to time, upon written notice to Customer. Customer may change Authorized Agents from time to time upon completion of and delivery of a new Agent Profile. Any new Agent Profile will supersede all previous Agent Profile as to the specified accounts.
5. Subject to Bank’s normal cutoff hours and other deadlines, whether legal, regulatory or contractual, Bank is hereby authorized and directed to make transfer, and to act upon other instructions relating to transfers, upon receipt of instruction, whether written, via facsimile transmission or via cash management procedures which on their face are in compliance with the security procedures established by this Agreement.
6. In its sole and unfettered discretion, Bank may seek verification or further authorization of any transfer request or relating instruction. Bank may contact Customer in order to obtain assurance of the authenticity or other correctness of a transfer request. Bank may, in its sole and unfettered discretion, either make the transfer or decline to make the transfer. Bank may, in its sole and unfettered discretion, follow the instruction or decline to follow the instructions. In such event(s), Bank shall not be liable to the Customer for any actual loss or damages including any consequential, punitive, or exemplary damages in any amount, provided bank has acted in good faith.
7. Customer understands that the identifying number assigned to banks and to the account of the beneficiary is critical to the completion of the transfer. If Customer describes the intended beneficiary of a transfer, the intended beneficiary’s bank, or any intermediary bank in a transfer by name and number and makes an error, the error may cause the transfer to be made to the bank or to the account specified by that number, rather than to the intended bank or to the intended named beneficiary. Customer agrees that it will be responsible for the amount of the transfer in any such case. Bank and any other bank executing a transfer may rely on (a) the identifying number(s) in the transfer instructions that identifies the beneficiary, even if it identifies a party different from the party named as beneficiary; and (b) the number of the receiving bank identified in the transfer. Bank has no obligation to determine whether the name of the receiving bank and the identifying number match.
8. Bank will notify Customer:
 - a. By telephone or on-line of its rejection of any Payment Order, on the same business day
 - b. Electronically and/or by account statement of its execution of any Payment Order stating the date, amount and any other information on the transfer pursuant to this agreement. **Customer agrees to examine each such confirmation upon receipt and to notify bank immediately of any perceived error or other problem about such transfer within three business days, otherwise, Bank shall be relieved of any and all liability in connection with the transfer (s) reflected on the confirmation or statement**
 - c. Electronically and/or by account statement of its acceptance of any incoming funds transfers to Customer. Customer will promptly review any such notice and will, within a reasonable time not to exceed thirty days, notify Bank of any error in any Payment Order executed by Bank.
9. Customer may ask Bank to amend or cancel any transfer or related instruction, and Bank will use reasonable efforts to comply with such request if the request is made at a time and in a manner that gives Bank a reasonable opportunity to act on the request before it makes the transfer that Customer originally requested. If Customer asks Bank to attempt to recover funds which Bank has already transferred, Bank shall be under no obligation to do so unless Customer deposits with Bank an amount determined by Bank to approximate the costs and expenses (including attorney’s fees) which Bank may incur in attempting to recover the funds transferred. In lieu of such deposit, Bank may request Customer to provide a bond or other assurance of payment reasonably satisfactory to Bank. Upon such deposit, or other assurance, Bank will take such action, as it deems reasonable under the circumstances, including, for example, sending a request to reverse the transfer to the financial institution that received such funds. In no event, however, shall the Bank 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 before Bank received, and had time to act upon, the request to amend or cancel the transfer request.
10. If Customer requests a transfer of funds in a currency other than United States dollars, Bank will, through a third party processor, exchange the currency at the third party processor’s current exchange rate for the specified foreign currency. In no event shall Bank be liable to Customer for any losses arising from currency conversion effected by Bank and Bank’s third party processor
11. Customer shall pay all charges which bank may impose from time to time for transfers and for following related instructions. Customer also shall reimburse Bank for any out-of-pocket costs incurred by Bank in carrying out the instructions given by Customer pursuant to this Agreement.
12. Customer acknowledges that Bank’s fees for services under this Agreement are very small in relation to the amount of transfers and consequently Bank’s willingness to provide such services is contingent upon limitation of its liability in accordance with the terms of this Agreement. Bank shall not be liable for any claims, demands, expenses (including attorney’s fees and costs), loss or damage of any kind arising out of Bank’s execution or failure to execute or provide notice of any payment order, except such as may arise from Bank’s gross negligence or willful misconduct. Without limiting the foregoing, Bank shall have no liability for rejection of any transfer in good faith, reliance in good faith on Customer’s instructions, loss or damage resulting in whole or in part from any cause beyond Bank’s control, or failure

to execute or delay in executing a transfer of funds if execution would result in Bank's violation of any law or regulation. IN NO EVENT SHALL BANK BE LIABLE FOR INDIRECT OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT EVEN IF BANK HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. If Bank is liable for the payment of interest to Customer, Bank may, at its option, make such payment by adjusting any compensating balance requirements Customer agrees to indemnify Bank against, and hold Bank harmless from, any and all losses, costs, damages, and expenses (including reasonable attorney's fees and cost of investigation) arising directly or indirectly from, or relating in any manner to, any actions taken by Bank which were reasonably believed by Bank to be taken pursuant to this Agreement, including, but not limited to, action taken by Bank to amend or cancel any funds transfer instruction or any decision by Bank to effect or not to effect a transfer as provided in this Agreement, or any other action taken by Bank in good faith pursuant to its responsibilities under this Agreement.

13. Any other agreement between Customer and Bank relating to Customer's financial transactions with Bank (including, but not limited to, any signature card or account agreement) shall be superseded to the extent of any inconsistency or conflict between its terms and terms of this Agreement.
14. This Agreement shall be governed by all applicable operating circulars of any Federal Reserve Bank, which may handle any transaction that is the subject of this Agreement, and by all applicable provisions of federal law and regulations. To the extent allowed by federal law, this Agreement shall also be governed by the operating rules and other governing documents of SWIFT, FINCEN, or a any other funds transfer facilitator, and by laws of any foreign nation having jurisdiction over the transfer (or any segment thereof, to the extent of the at segment only). This includes, but is not limited to sanctions enforced by the Office of Foreign Assets Control (OFAC). To the extent it is not governed by such laws, regulation, rules and other governing documents, the laws of the State of Colorado shall govern this Agreement. This Agreement shall be binding upon and inure to the benefit of Customer and Bank, and their respective successors, assigns and legal representatives.
15. Should any provision of this Agreement be declared invalid or unenforceable, that provision shall be ineffective only to the extent of the invalidity or unenforceability. The remaining provisions of this Agreement shall remain in full force and effect.
16. Bank may amend this Agreement from time to time by written notice to the Customer. If Customer uses any services provided for by this Agreement after receipt of such notice of amendment, such use shall be deemed to constitute Customers agreement to the terms of the amendment.
17. Either party may terminate this Agreement by written notice to the other. Bank may terminate this agreement instantly if it has reasonable cause to believe that Customer or any Authorized Agent is committing or attempting to commit an illegal or otherwise improper act, whether by means of transfer request or other instructions covered by this Agreement or by any other means. All representations, warranties, and obligations of Customer shall survive any termination of the Agreement.
18. Customer and Bank agree to the security procedures stated below. The purpose of the security procedures is to verify that a transfer is that authorized by the Customer. The security procedures are not used to detect errors in the transmission or content of a transfer. Customer will maintain the Personal Identification numbers (or PIN) and other aspects of the security procedures in a confidential and secure manner and will prevent access to them by unauthorized persons.
 - a. Customer agrees to the security procedures and other terms specified:
 - i. Security Procedures: The Bank makes available to its customers various security procedures for the purpose of authentication of transfers **not initiated in person at Bank location**. The security procedures include the following:
 1. The Customer completes an Agent Profile to identify those persons authorized to transmit, set up, edit or act as 'call back' agents to confirm transfers. The Bank recommends that Authorized Agents act as either initiators of transfers or call back parties, but not both.
 2. The Bank assigns a separate security code to each Authorized Agent. The Authorized Agent has sole responsibility for use and safekeeping of the security codes.
 - ii. In each Agent Profile, Customer specifies the account(s), from which the Authorized Agent has authority to transmit, set up, edit and call back, and establishes the maximum dollar amount of each transfer from any of such accounts.
 - b. The Customer authorizes the Bank to execute transfers, which are from anyone who identifies himself or herself by his or her assigned security code including confirmation by call back agent when required.
 - c. The customer may add or amend Agent Profiles and change security codes by written notice received by the Bank at least five business days in advance of the effective date. The customer authorizes Bank to act upon written requests reasonably believed by the Bank to be from customer. In an emergency, Customer may verbally request the immediate termination of a security code or Agent Profile. The Bank will use reasonable efforts to terminate a security code or Agent Profile as soon as reasonably practicable.
 - d. Customer agrees to receive Personal Identification Number (or PIN) electronically. Customer is solely responsible for maintaining the security of such information

Authorized Signers

The undersigned representative(s) are authorized to request changes in writing pertaining to this agreement, including issuance of new, termination and/or changes in security codes, telephone numbers, transaction limits, callback parties. These representatives must be current signers of the account held at with Bank.

Customer:

(Company Name)

Authorized Signer on account

Date

Authorized Signer on account

Date

Authorized Signer on account

Date

Bank President

Date

FUNDS (WIRE) TRANSFER AGENT PROFILE

Company Name: _____

Address: _____

(Personal Identification Numbers will be mailed to above address)

For wire transfers that are \$100,000.00 or more

OR

(E-mail address)

Add Remove

Agent (printed) Name

_____-_____-_____
Social Security Number

Agent Signature

Telephone #(s) (____) _____ - _____ EXT. _____

(____) _____ - _____

Authorized Accounts
for wire activity

Per Wire Limit \$ _____

Agent Authorized to	YES	NO
Set up Transfers	<input type="checkbox"/>	<input type="checkbox"/>
Edit Transfers	<input type="checkbox"/>	<input type="checkbox"/>
Transmit/Request Transfer	<input type="checkbox"/>	<input type="checkbox"/>
Confirm Transfer details	<input type="checkbox"/>	<input type="checkbox"/>
Agent to be set up with dual control	<input type="checkbox"/>	<input type="checkbox"/>

Bank recommends that customer impose that the agent who 'set up' and 'edit' wire transfers is not the same agent who is allowed to 'transmit' the funds transfer; thus enforcing an internal dual control. Bank, in it's due diligence, will call back an authorized agent, other than the agent who transmitted the wire, for any transfer that is \$100,000.00 or greater and obtain confirmation of amount and destination of funds. Bank will require a Personal Identification Number that Bank has randomly generated and issued, in order for the funds transfer to be processed

Authorized Signer (Printed) Name

Authorized Signers Signature

Date

**ATTACHMENT B
FUNDS (WIRE) TRANSFER AUTHORIZATION AGREEMENT
REPTITIVE WIRE TRANSFER
REFERENCE ONLY!**

BENEFICIARY NAME	BENEFICIARY ACCOUNT	BENEFICIARY BANK ID	SPECIAL INSTRUCTIONS

CUSTOMER: _____
(Company Name)

Authorized Signature: _____

Authorized Signature _____

Date: _____