

Wire Application for Business Online Banking

New Setup Modification

ZB, N.A., doing business as Amegy Bank, California Bank & Trust, National Bank of Arizona, Nevada State Bank, Vectra Bank Colorado and Zions Bank

Company Information

Bank Name:	Amegy Bank	California Bank & Trust	National Bank of Arizona
	Nevada State Bank	Vectra Bank Colorado	Zions Bank
Company Name:			
Address:		City:	State: Zip:
Last 4 digits of TIN:		Online Banking Company ID:	

Authorized Contact (Must be an Officer, Trustee, General Partner, or other authorized Principal of the Company)

Name:	Title:
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Confirmation Email

Please provide at least one email address where wire transfer confirmations can be sent. A maximum of 4 email addresses can be set up to receive confirmations.

_____	_____
_____	_____

Accounts

List each account number you authorize for wire transfers. Attach additional pages if necessary. **EVERY** listed account **MUST** be owned under the Customer's single Tax Identification Number (or Social Security Number if a sole proprietorship). (Any accounts with a different TIN or SSN must be added through a separate Wire Application for Online Banking.) If you have questions on completing this application, please contact your branch or Banking Officer.

#:	#:	#:
#:	#:	#:
#:	#:	#:

***NOTE:** If the Customer is a Trust, please contact your branch or Banking Officer.

Do you want any of your above accounts to appear in another company's Online Banking Profile? If yes, provide that company's Online Banking Company ID: **Online Banking Company ID:** _____

Daily Maximum Limit – Not to exceed \$50,000

Wires in Online Banking cannot exceed a total of \$50,000 on a daily basis. If you wish to elect a lower daily limit, enter that amount below. If this field is left blank, your limit will be \$50,000. **Daily Maximum Limit:** \$ _____

Security Controls

Customer hereby makes the following election as *part* of the agreed Security Procedure as described in the attached Wire Agreement for Online Banking.

Option 1 – **Dual Authorization**

Dual Authorization requires two users to complete a transaction: one to request it, and a second to approve it.

OR

Option 2 – **Enhanced Account Protection (EAP)**

EAP is a service that requires a user to enter a code received by SMS text message for additional authentication before a wire will be executed. After you are enrolled in Online Wires, you will be prompted to enroll in EAP on your next login to Online Banking.

AUTHORIZED USERS: If your listed account is enabled for online wire transfers, then any user in your Online Banking profile with access credentials (e.g., user ID and password) for transacting business in that account shall be authorized to conduct wire transactions in that account. To modify access for your existing users, you must update their entitlements in Online Banking under the “Admin” tab.

IMPORTANT NOTICE: If your listed account is accessible for transactions through another party’s Online Banking service, then that party’s users shall be authorized to conduct wire transactions in that account. If you wish to restrict those users’ access, you must either (a) cause that other party to modify its users’ credentials, or (b) deliver written instructions to us to remove your listed account from that other party’s Online Banking profile.

Customer hereby acknowledges that ZB, N.A. strongly recommends that Online Banking customers install and use IBM® Security Trusteer Rapport™ on their compatible systems. Customer can download Trusteer Rapport without cost directly from IBM by going to the bank’s website.

APPLICATION AND AGREEMENT OF CUSTOMER

The undersigned Customer hereby requests that ZB, N.A. activate the wire transfer Payment feature (the “Service”) in Customer’s Online Banking service with the initial settings specified above.

The undersigned Customer has read understands and accepts the “WIRE AGREEMENT FOR ONLINE BANKING (Addendum to Online Banking Services Agreement)” attached to this Application.

SIGNATURE REQUIREMENTS

- For SOLE PROPRIETORSHIP: by the sole owner.
- For TRUST: by all the Trustees. (Use additional copies of this signature page if needed.)
- For CORPORATION: by one authorized Officer.
- For GENERAL or LIMITED PARTNERSHIP: by at least one authorized General Partner.
- For LLC: by at least one authorized Manager (or at least one authorized managing Member.)

FOR THE CUSTOMER (as named at the top of this Agreement):

By: _____ Date: _____

For the Customer. I also personally represent and warrant that I am a Corporate Officer, Trustee, LLC Manager or Managing Member, General Partner or other Principal of the Customer, duly authorized to execute this Application and to agree to the attached Wire Agreement for Online Banking on behalf of the Customer.

Print the name of signer: _____ Title of signer: _____

Certification by Second Principal

I, the undersigned individual, hereby personally certify that:

- (1) I am an authorized Corporate Officer, Trustee, LLC Manager or Managing Member, General Partner or other authorized Principal of the Customer, and
- (2) The above Wire Application for Business Online Banking and its attached Agreement have been duly executed by the above signer on behalf of the Customer, and are binding upon the Customer without further execution or approval. (If additional signatures are required to bind the Customer, they appear on copies of this page attached hereto.)

Signature: _____

Print the Name of signer: _____ Title of signer: _____

INSTRUCTION TO CUSTOMER

Deliver this Application and Signature Pages to your local branch or mail the original notarized application to:

Online Banking Wire Operations
P.O. Box 25726
Salt Lake City, UT 84125-0726

Please keep the attached "Wire Agreement for Online Banking" for your own records.

VERIFICATION OF OWNER'S SIGNATURE TO WIRE APPLICATION FOR ONLINE BANKING

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

Notary

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

Notary Public Signature: _____ Commission Expiration Date: _____

Bank Use Only

This section must be completed, even if the document is notarized

I have the original signed **Wire Application for Business Online Banking** in my possession, **and** (check one):

- I personally saw the Customer's above-named authorized representative sign this Application; **OR**
- This Application is notarized, and I personally contacted the person named above as authorized representative for the Customer to confirm ZB, N.A.'s receipt of this Application. Contacted at phone #: _____

If the Customer is not a Sole Proprietor:

- I personally verified that the person signing above is an authorized representative of the Customer (e.g., an officer) for executing this Application.

The Customer has current and valid CIP information on file.

Branch or Office Name/Number _____ Date Verification Made _____

Bank Employee Name _____ Bank Employee ID _____

Bank Employee Signature _____

Please email application to wireagreement@zionsbancorp.com

Central Wires Department Use

Date Received: _____ Reviewed By: _____

WIRE AGREEMENT FOR ONLINE BANKING

(Addendum to Online Banking Services Agreement)
(Effective January 20, 2016)

This Wire Agreement for Online Banking (“**Agreement**”) governs the wire transfer Payment service (the “**Service**”) that ZB, N.A., doing business as Amegy Bank, California Bank & Trust, National Bank of Arizona, Nevada State Bank, Vectra Bank Colorado and Zions Bank (“**we**” or “**us**”) makes available to customers (“**you**”) enrolled in our personal or our business online banking service (collectively “**online banking**”). This Agreement is an addendum to your online banking agreement. In regards to the Service, this Agreement governs over any conflicting terms in other agreements that you have with us, including your online banking agreement and deposit agreement. **Any controversy or claim between Bank and Customer in connection with this Agreement, the Service or any transaction shall be governed by the dispute resolution provisions set forth in your deposit agreement with us.**

The Service allows you to use online banking to schedule one-time and recurring domestic wire transfers. To use the Service, you must first enroll and accept this Agreement, either electronically or by paper application. Each time you use the Service to enter a wire transfer request (“**wire request**”), you electronically reaffirm your acceptance of this Agreement.

Electronic Disclosures. You have already agreed in your online banking agreement that **we can send you disclosures, notices, signatures and other information (collectively “disclosures”) by electronic means instead of paper, even when the law requires that our disclosure be in writing.** That prior agreement includes us sending you electronic disclosures for this Service. In addition, you hereby agree that we may send you disclosures in connection with the Service electronically rather than by paper, including by (a) online display in your computer or mobile device, (b) the online banking messaging center, (c) email (including by attachment of or hyperlink to PDF documents, (e) electronic versions of periodic deposit account statements, or (e) any other commercially reasonable means allowed by law.

Applicable Law; Domestic Wires Only. This Agreement, the Service and transactions thereunder are governed by the laws of the state where your deposit account(s) used for the Service is located (including Article 4A of that state’s Uniform Commercial Code), and applicable federal law including federal Regulation J. **Federal Regulation E and the Electronic Funds Transfer Act, which grant special rights to consumers to dispute electronic funds transfers do not apply to this Service’s domestic wire transfers. The terms of this Agreement, including but not limited to the section below entitled “Security Procedure,” govern your ability to claim a wire was unauthorized. You must review the “Security Procedure” section carefully and determine whether the Service is appropriate for you.** You warrant that you will only request wires to domestic destinations.

Authorized Accounts; Authorized Users; Dollar Limits. You shall specify which of your deposit accounts shall be activated for the Service (“**authorized account**”). An “**authorized user**” is any person (including you) who has been granted an online banking user ID and password (“**access credentials**”) by you, by your agent, or by us at your request or with your knowledge, for making general online banking transactions in your deposit accounts. You hereby authorize us to act upon any wire request (or upon any request to cancel or change such transfer) that we receive from an authorized user from an authorized account; and you agree that such request shall be deemed a request directly from you for purposes of the Service. (Note: “**access credentials**” also means any other information, device or process, such as biometric identification, that is now or hereafter authorized by you and us for logging in to online banking to conduct transactions.)

Business online banking customers acknowledge that each Company System Administrator(s) (“**CSA**”) has the ability to make important changes to the customer’s online banking service, including but not limited to (a) creating and deleting authorized users (including other CSAs) for authorized accounts under the Service, and (b) changing authorized users’ dollar limits and other transaction rights and restrictions. Your CSA is also your agent for requesting changes that must be made by us, such as (i) adding or deleting an authorized account under the Service, or (ii) changing the total dollar limit for your Service. You are at all times responsible for all the actions of your CSA, for knowing all users’ access, authorities and restrictions established and changed by your CSA, and for all transactions enabled thereby. We may require that you request such changes on forms we specify.

You (including an authorized user) may submit specific wire requests by logging into your online banking service, selecting the wire Service, entering the information requested on the Service’s screen and completing the online process. You cannot use the online banking messaging function to submit wire requests. All wire requests using online banking shall be governed by this Agreement.

Security Procedure. For the online banking wire Service, you and we hereby agree to the “**Security Procedure**” set forth below. That Security Procedure shall be a “security procedure” for purposes of section 4A-201(i) of the Uniform Commercial Code. **So long as we, the bank, act in good faith and verify a wire request pursuant to the agreed Security Procedure, any wire request (or any request to amend or cancel a wire request) that uses your access credentials or those of your authorized user shall be binding upon you, and you shall be liable for that request and payment of any transferred amount, plus transfer fees, even if the request was not actually initiated or authorized by you (e.g., by an imposter).** If we do not follow the agreed Security Procedure, but can prove the wire transfer (or request to change or cancel a wire transfer) was originated or made by you, by your authorized agent, or for your benefit, then you will still be liable for the request and any transfer amount plus transfer fees. You hereby agree on behalf of yourself, authorized users, employees and agents that we can (but have no obligation to) record telephone calls concerning any such request, electronically or otherwise, without further notice or consent.

The mutually agreed “Security Procedure” to verify wire requests consists of Step 1 for all wire requests, plus either Step 2 or Step 3, depending on whether the request is made through personal or business online banking.

1. In Personal and Business Online Banking.
 - a. Our online banking service must be accessed using valid access credentials. A wire transfer request made using those access credentials is deemed made in your name;
 - b. The wire request must be submitted through our online banking wire transfer Payment Service. The wire request must specify a deposit account (i) that you have designated for the Service, and (ii) in which the access credentials used have authority to make transactions;
 - c. The wire request must be (i) within the dollar limits we set for the Service, and (ii) within any lower dollar limits that you have instructed us to set (or that your CSA has set) for the particular access credentials being used;
2. In Personal Online Banking. The wire request must be verified through our “transaction-based authentication service via SMS” (also called “Enhanced Account Protection” or “EAP”). To verify the wire request, a person must:
 - a. Use online banking to request a security code be sent via SMS message to the mobile device phone number associated with the access credentials being used; and
 - b. Enter that security code into online banking, along with the personal identification number (PIN) associated with those access credentials.
3. In Business Online Banking. The wire request must be verified by either:
 - a. Our “transaction-based authentication service via SMS” as described above; or
 - b. Dual-authorization controls established within the business online banking service, whereby any wire requested using one set of access credentials must be separately approved using a different set of access credentials.

You bear sole responsibility for maintaining strict secrecy and security of all access credentials, any PIN for transaction-based authentication service via SMS, and any other identifiers, codes, tokens, passwords, or the like (collectively “**Identifiers**”) that we issue to you or allow you to select for purposes of security, identification or transaction verification, including Identifiers issued to or selected for your agents. **You must immediately notify us of any loss or suspected compromise in the security of any Identifier, and of any termination of authorized user.**

You have first determined for yourself, and hereby agree, that the above Security Procedure is commercially reasonable for you, taking into account your expressed wishes, and the size, type and frequency of wire requests you normally issue. You acknowledge that additional security steps can be requested from us by agreement, including blocking the wire Service from your online banking and requiring that all wires be requested by telephone call to our Central Wires department with a personal identification number, or in person at a branch. We can, in our discretion, amend this Agreement to add or change the steps to the above Security Procedure.

In some cases, we may in our sole discretion take actions in addition to the above Security Procedure to further verify a particular wire request or to detect a potential error in the transmission or content of a wire request. Such actions may cause your wire transfer to be delayed or not executed, without liability to us, if we have concerns about its authenticity. For example, we may call the last telephone number known to us in our records for this Service or any account you have with us. Such additional actions shall **not** be deemed part of the agreed Security Procedure for that or any other wire request, even if taken on a regular basis by us. In no event shall our taking or omitting any additional action in response to any one or more wire requests give rise to any standard of care or liability on our part beyond the specific Security Procedure stated above. The agreed Security Procedure is not designed or intended to detect errors in the transmission of, or the content of, your wire requests (e.g., duplicate payments, or errors in beneficiary or amount). We are not obligated to detect errors by you, authorized users or others, even if we take certain actions from time to time to do so.

In addition to the agreed Security Procedure, we may with or without prior notice impose restrictions on use of the Service, including but not limited to imposing new or lower dollar limits, destination restrictions, or beneficiary restrictions.

Cutoff Times. Wire requests not received by us prior to our established cutoff time for the Service, with reasonable time for us to act thereon, shall be deemed received on and be executed on the next business day for wire transfers. Cutoff Times may vary by type of wire requested and can be changed by us from time to time without prior notice. Current cutoff times are published online within the Service, and are available by calling the online banking support telephone number. Timely wire requests will be executed on the same business day as receipt, but may not be processed immediately.

Availability of Funds: If other debits post to your deposit account before your wire request is processed and result insufficient available funds, then your transfer may not be executed or an overdraft and resulting fees may occur in your account. We may debit your deposit account for the transfer any time between receiving and executing your wire request. Note: a recurring wire transfer, and the corresponding debit to your deposit account, will be made on the scheduled transfer date, or if that scheduled date is not a business day, then on the immediately preceding business day for wire transfers.

Wire Transfer Fee. A wire transfer fee will be debited from the deposit account from which you send your wire transfer. The fee either (a) will be disclosed to you on screen by the Service before you finally submit your wire request, or (b) has previously been disclosed to you for off-line wires from that deposit account. Note: wire transfer fee waivers generally applicable to that deposit account do not apply to wires

requested through this online Service. You acknowledge that other online and offline payment services we offer may cost less than the Services for the same transfers.

Your Liability. You are liable for, and shall indemnify and hold us harmless from, any and all claims, causes of action, damages, expenses (including attorney's fees and legal expenses), and other losses resulting from acts, omissions, or provision of invalid or inaccurate data, by you or any other person acting on your behalf, including without limitation: a) you breaching this Agreement; b) our debiting or crediting the account of any person as requested by you; or c) the failure to act or delay by any financial institution other than us.

Bank Liability; Limitations. We are responsible only for performing the wire transfer requested via the Service. We are liable only for our own negligence or willful misconduct. We are not liable for acts or omissions by you or any other person, including without limitation any funds transfer system, any Federal Reserve Bank, any beneficiary's bank, or any beneficiary, none of which shall be deemed our agent. Without limitation, we are excused from delays 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 our reasonable control. We shall have no liability for delay or failure to execute the wire transfer if it is identified as potentially fraudulent or erroneous by any internal system we may employ for that purpose. In addition, we are excused from liability resulting from delaying or failing to execute the wire transfer it would cause us to exceed any limitation on our intra-day net funds position under Federal Reserve guidelines, or if it would violate any present or future risk control program of the Federal Reserve or a rule or regulation of other regulatory authorities. In no event will we be liable for consequential, special, punitive, or indirect losses or damages incurred relating to this Agreement, the Service or related transaction including, without limitation, subsequent wrongful dishonors of payments resulting from our acts or omissions. Any liability by us for loss of interest resulting from our error or delay shall be 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 wire transfer.

Your Duty to Report Discrepancies, Including Unauthorized or Erroneous Transfers. The wire transfer will appear on your regular deposit account statement. You must examine your statement and promptly report any discrepancy to us (including issues of authorization, amount or beneficiary). The deadline to discover and promptly report discrepancies depends on the circumstances, but shall not exceed **14 days** from the date we send or make available (including availability online) to you: (a) the account statement, (b) notice of our acceptance of the wire request, (c) displaying in online banking that we have posted the wire transfer to your account, or (d) other information sufficient for you to detect the discrepancy. If you fail to promptly report the discrepancy, we shall not be liable for, and you shall indemnify us from: (i) any loss of interest regarding the wire transfer and (ii) any other loss that could have been avoided if you had given prompt notice. If you fail to notify us within **60 days** after the account statement is sent, you are barred from any claim against us. (Note: different reporting rights and requirements could apply to international transfers by consumers, but you represent and warrant that you shall use the Service to request only domestic wire transfers.)

Processing Wire Transfers. We shall process the wire request based solely upon information received from you. We may, at our sole discretion, process the wire transfer through either the Federal Reserve Bank System or the Society for Worldwide Interbank Financial Telecommunication (S.W.I.F.T.). If we or an affiliate bank are the beneficiary's bank, we may simply debit and credit the appropriate accounts as specified in the wire request. When or before we execute the transfer, you agree to pay us with available funds on deposit for the amount of the transfer plus the current wire transfer fee. If you fail to pay in accordance with this Agreement, we may (but are not obligated to) cancel the transfer; or, we may execute the transfer and collect the amount of the transfer and fees, plus interest thereon at 18% per annum (subject to any applicable legal limit on interest rates), by any lawful means, including but not limited to offsetting against or creating an overdraft in any of your deposit accounts. Standard overdraft fees for your account apply. You authorize us to make adjusting credits and debits to your account to correct any error in processing or execution.

Foreign Currency Conversion. You are not permitted to use online banking to send wire transfers to foreign countries.

Refusing Types of Wires. With or without prior notice, we can identify types of wires that we decline to process (e.g., tax payments to the IRS).

Errors. If a wire request indicates an intermediary bank or a beneficiary's bank inconsistently by name and identifying number, execution of the transfer can 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 the wire request describes a beneficiary inconsistently by name and account number, payment can 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. Your obligations shall not be excused in these circumstances.

Rejections by Bank All wire requests are subject to our review and acceptance. Confirmation of your wire request is only an acknowledgement of receipt and not an acceptance of your payment order. We may reject any wire request which does not conform to the limitations, security procedures, and/or other requirements set forth in this Agreement, including but not limited to insufficient available funds on deposit. We may reject, except when prohibited by law, at our sole discretion, for any or no reason, any wire request. We shall notify you of our rejection of the wire request by on-screen message, telephone, email, electronic message, U.S. mail or other commercially reasonable means. We will comply with regulations issued by the US Treasury's Office of Foreign Assets Control (OFAC). If any wire request is to an entity listed on OFAC's list of Specially Designated Nationals and Blocked Persons, by law we shall not complete the transfer and shall "block" the funds until such time OFAC issues a written release to us. We shall have no liability to you for rejecting any wire request.

Rejection of the Bank's Wire Request. If we receive notice that a transmitted wire transfer has been rejected by another party, we shall notify you, with the reason given, by telephone, on-screen display, electronic message, email or U.S. mail address, or other commercially reasonable means. We have no further obligation to transmit or execute the rejected transfer if we complied with this Agreement for your original wire request.

Cancellation and Change by Customer. You have no right to cancel or amend a domestic wire request after we receive it. We shall use reasonable efforts to act on a cancellation or change request by you, but we have no liability if the cancellation or change is not accomplished.

Amendments, and Termination of Agreement. We can amend this Agreement at any time, and such amendment shall become effective immediately upon sending you notice of the change, or on such later date as stated in the notice or required by law. If you do not accept the amended terms, you must immediately notify us in writing that you are terminating this Agreement. You cannot amend any portion of this Agreement without our prior written consent. You can terminate this Agreement at any time by delivering written notice to us. (We have the right but not duty to act on your oral notice, and we may require that you promptly confirm the termination in writing). Termination by you shall be effective on the second business day following receipt of notice, but we can act upon such notice earlier. Termination by us shall be effective immediately upon written or oral notice sent or given to you. Any termination by either of us shall not affect any obligations arising prior to termination.

Notices. In the alternative to electronic notice allowed herein, any written notice by us to you may be hand delivered or sent by U.S. mail or express carrier to the address last known to us in our records for this Service, online banking or any account you have with us, or provided by any other commercially reasonable means. If this Agreement or law does not require us to give you written notice, we may notify you by calling the last telephone number known to us in our records for this Service, online banking or any account you have with us. Any written notice from you to us must be hand delivered or sent by U.S. mail or express carrier at the address below or you may notify us through our online banking service's message center. If this Agreement or law does not require you to give us written notice, you may call online banking support at the applicable phone number below, but we may require that you promptly confirm any telephonic notice in writing.

Errors, Questions, Help and Online Banking Support Telephone. In case of an error or question about your wire transfer, or if you think your statement or any debit to your deposit account in connection with a wire transfer is wrong, or if you need more information or help, you should contact us as soon as you can by calling online banking support at the applicable phone number below, or by writing to us at the address below.

Online Banking Support Contact Information.

Online Banking Wire Operations
P.O. Box 25726
Salt Lake City, UT 84125-0726

For **personal online banking** service maintained with the following divisions of ZB, N.A.

Amegy Bank	1-888-500-2960
California Bank & Trust	1-888-217-1265
National Bank of Arizona	1-800-497-8168
Nevada State Bank	1-888-835-0551
Vectra Bank Colorado	1-800-884-6725
Zions Bank	1-800-840-4999

For **business online banking** service maintained with the following divisions of ZB, N.A.

Amegy Bank	1-888-500-2960
California Bank & Trust	1-877-650-0095
National Bank of Arizona	1-800-497-8168
Nevada State Bank	1-888-835-0551
Vectra Bank Colorado	1-800-884-6725
Zions Bank	1-800-840-4999