

TERMS AND CONDITIONS FOR WIRE TRANSFERS

Agreement

You hereby authorize us to honor and execute, and to charge your account(s) for, any wire transfers you request. You authorize us to accept telephonic or other verbal wire transfer requests, email wire transfer requests, and/or electronic wire transfer requests via any system we, at our sole discretion, make available to you for electronic wire transfers.

If you desire to make wire transfers you will provide us, in a form acceptable to us, a list of all Authorized Users. If you authorize anyone other than yourself to make a wire transfer request on your account(s) you will identify them on your list of Authorized Users by name, address, date of birth, and at least the last four numbers of their social security number. "Authorized Users" are entities or individuals that you have told us are authorized to request, order, initiate, authorize, confirm, modify, verify, or otherwise effect wire transfer requests on your account(s). Authority to originate wire transfers should be granted with caution. You will be responsible for the wire transfer requests and verifications made by your Authorized Users. A request or verification made by one of your Authorized Users is considered to have been made by you.

You represent that each of your account(s) to be debited will contain sufficient funds on deposit to allow for payment of each wire transfer you request at the time that such transfer is to be made. However, if Benchmark Bank does execute a transfer of funds at your request that creates an overdraft, you promise to immediately pay on demand the amount of the overdraft.

Your wire transfer limits will be established by us based on your prior history and financial information. Wires in amounts over your limit will require the special permission of Benchmark Bank.

Wire Transfer requests received after our cut off time for wires, 2:30 p.m. U.S. Central Time, will not be processed until the following business day.

Verification

You agree that certain wire transfer requests not made in person at one of our branches shall be subject to verification via callback. During a callback an employee or representative of Benchmark Bank will contact an Authorized User by telephone and, after authenticating the Authorized User by personal and account information, verify the specifics of the wire request, including, but not limited to, recipient's name, recipient's bank account and routing numbers, and the amount of the wire transfer. The callback procedure will be implemented at our sole discretion and for our sole use and benefit.

Our Respective Rights and Responsibilities

You agree to promptly examine your statements for your account(s). You agree to report any discrepancies: (i) between the records of the transfers shown on the statements for the account and the transfers shown on the statement for any other deposit account you have, or (ii) between your records of such transfers and any statement for the account, in writing to us within thirty (30) days after the statement date. Your failure to notify us within sixty (60) days of the delivery of a statement showing any such discrepancies will preclude you from asserting any claims for damages or other liabilities against us by reason of such discrepancies.

We will use commercially reasonable efforts to make transfers and otherwise act upon wire transfer requests as promptly as is practicable having due regard for the volume of other transfer requests and we shall incur no liability to you for delays in implementing instructions after such requests have been received by us. We shall have no liability to you for failing to make a wire transfer or failing to take any other action on or before any deadline contained in a request. However, we will take commercially reasonable steps to ensure transactions are completed in a timely manner. Transfer instructions received after cut-off hours may be honored as of the following business day.

You agree to provide us with accurate and complete information in your wire transfer request (including, but not limited to, the accuracy of the name, account number and address of the beneficiary, as well as the name and routing number of the beneficiary's bank). If your instructions include a receiving bank's name and ABA number that are inconsistent, the transaction may, at our sole discretion, be completed on the basis of the ABA number; if any recipient's name and account number as provided by you are inconsistent, the transaction may, at our sole discretion, be completed on the basis of the account number. You understand and agree that you, not us, will control the beneficiary information for all wire transfers, including any repetitive wire templates, and that if any wire transfer instruction by you describes the intended recipient of funds inconsistently by name and account number that payment by the receiving bank (which may be us) may, at the receiving bank's sole discretion, be made on the basis of account number alone even if that account is not owned by the person or entity named in the wire transfer instruction. We will not be liable for any errors or losses resulting from any errors in or changes to the beneficiary information provided by you. You agree and acknowledge that we are not responsible for detecting any errors contained in your wire transfer requests. However, if an error is detected, we will contact you. We have no obligation to attempt to revoke or rescind any transfer initiated by you. We will notify you if a transfer was delayed or not made.

Foreign Wires

From time to time, we may experience various difficulties in transferring funds to certain countries. Those difficulties include but are not limited to: (i) excessive delay in applying funds; (ii) incorrect application of funds; (iii) disappearance of funds; (iv) excessively slow response to inquiries; or (v) government restriction on the transfer of funds. We may, at our sole discretion and for our sole benefit, identify such countries from time to time. You acknowledge and assume any expense in connection with such transfers, which may be incurred by us in addition to normal and customary charges. You are obligated to comply with all laws relating to the transfer of funds for foreign countries, individuals, or agencies. This includes requirements of the Office of Foreign Assets Control (OFAC). Information regarding OFAC requirements can be obtained by calling OFAC hotline (800) 540-OFAC. Noncompliance may result in the delay of funds transfer, fines equivalent to a percentage of the amount of the transfer, or confiscation of the entire amount of the transfer if an attempt is made to transfer funds to a sanctioned individual, agency and/or country.

If a transfer is in currency other than U. S. Dollars, the rate of conversion shall be according to our stated rate at the time of the transfer. If a transfer is in U.S. Dollars, but is to be converted by another financial institution to the currency of the place of payment, then such conversion shall be at that financial institution's conversion rate at the time of payment.

Limitation of Damages

Our only responsibility and liability to you from and against all liabilities, claims, losses, costs, expenses (including legal expenses), and damages of any and every kind (including direct, indirect, incidental, consequential, and punitive, the “**Claims**”) caused (including Claims caused by our negligence or gross negligence), incurred, suffered by, or asserted against us arising out of or resulting, directly or indirectly, in connection with your wire transfers shall be to compensate you as expressly provided by Uniform Commercial Code Article 4A as adopted by the State of Texas (“**UCC 4A**”).

You agree to hold harmless, defend, and indemnify the us, and our shareholders, officers, employees, agents, and assigns, from and against any and all liabilities, claims, costs, expenses, losses and damages of any and every kind (including legal expenses) arising out of or resulting, directly or indirectly, from your acts or omissions in connection with your wire transfers and wire transfer requests except to the extent of our liability per the preceding paragraph.

OUR LIMITED RESPONSIBILITY AND LIABILITY AS SET FORTH IN UCC 4A CONSTITUTES YOUR SOLE AND EXCLUSIVE REMEDIES REGARDING YOUR WIRE TRANSFERS AND WIRE TRANSFER REQUESTS AND IS IN LIEU OF ALL OTHER REMEDIES, WHETHER EXPRESSED OR IMPLIED AND WHETHER AT LAW OR IN EQUITY, AND WE DISCLAIM, AND YOU WAIVE ALL CLAIMS FOR CONSEQUENTIAL DAMAGES AND ALL CLAIMS REGARDING LOSS OF REVENUE, INCOME, PROFIT, AND USE, OR ANY OTHER DAMAGES AND YOU RELINQUISH YOUR RIGHT TO ANY OTHER REMEDY AND TO ANY ADDITIONAL CLAIMS. THE EXTENT OF LIABILITY THAT MAY BE IMPOSED ON US IS LIMITED STRICTLY AND SOLELY TO THE CIRCUMSTANCES AND AMOUNTS AS SET FORTH IN UCC 4A.

We may use correspondent banks or other agencies in connection with any wire transfer or wire transfer request, but we shall not be liable for their improper or negligent acts or omissions to act. No liability shall attach to us or to such correspondent banks or agencies for any losses or damages in consequence of present or future laws, censorship, regulations, decrees, orders, controls, or restrictions rightfully or wrongfully exercised by any de facto or de jure domestic or foreign government or agency.

We will not be liable for, and will be excused from any failure or delay in performing, our obligations regarding wire transfers, if such failure or delay is caused by circumstances beyond our control, including, but not limited to, any natural disaster, storm, fire, war, riot, hostage-taking, terrorism, emergency conditions, theft, strike, labor dispute or unrest, power failure, breakdown or failure of equipment including internet equipment, interruption of communication facilities, errors in transmission, suspension in payments by another financial institution, legal constraint, governmental action or inaction, errors or acts of any third party, acts of God, your acts, omission, negligence, or fault.

Charges and Disputes

You agree to pay our prevailing charges in effect from time to time for providing wire transfers and we may charge your account(s) for those charges. You agree to reimburse us upon demand if such fees are not paid.

In the event of any disagreement regarding wire transfers, or if conflicting demands or notices are made upon us relating to wire transfers, we may, after notice to you, refuse to comply with any such claims or demands on it or refuse to take any other action with regard to the subject matter of the dispute, so long

as such dispute continues; and in any such event, we shall not be or become liable to any person for our failure or refusal to act.

Unless otherwise prohibited by UCC 4A, you may not bring any claim against us, or our shareholders, officers, employees, agents, and assigns arising out of your wire transfers or wire transfer requests, or the performance of said transfers, more than one year after the cause of action accrued.