DOMESTIC AND INTERNATIONAL FUNDS (WIRE) TRANSFER AGREEMENT

BANK OF NORTH DAKOTA
OPERATIONS
SFN 59709 (09-2014)

Name of Customer	Date

the "Customer" from time to time may request Bank of North Dakota (”BND"), to transfer funds from the Customer's account(s) maintained at BND to other financial institutions for credit to persons/accounts designated by the Customer.

1. In consideration of BND's acting upon such requests for the transfer of funds, the Customer hereby agrees to the following terms and conditions and authorizes BND to:

   a. Honor, execute, and charge the Customer's account(s) at BND, all telephonic or direct transfer orders submitted through BND's online Cash Management System (BND Direct) for the transfer of funds. In order to be honored, all such requests or orders must be received from an authorized individual of the Customer as designated on the Certificate to Domestic and International Funds (Wire) Transfer Agreement (Certificate), using the personal identification number (PIN) issued to the Customer by BND.

      A Certificate must be completed regardless of the method used. BND will have no obligation or duty to honor a request or order for the transfer of funds which is received from an officer or employee of the Customer who is not listed on the most current Certificate delivered to BND. The Customer agrees to notify BND immediately by means of a new Certificate of the addition or deletion of any authorized individual, authorization levels, and/or origination limits and assumes full responsibility for its failure to do so.

      The PIN issued to the Customer may be changed periodically with advance notice by BND, or in the case of a request for a change by the Customer, upon written notice of such change by the Customer to BND.

   b. Transfer funds from or to BND account(s) of the Customer or to its account(s) with any other financial institution.

   c. Transfer funds from Customer account(s) with BND to any account(s) of a third party, whether such third party account(s) are with BND or other financial institutions.

   d. Act upon all transfer requests on the date received when received prior to the deadlines required by BND and to use any means for the transmission of funds BND may consider suitable. BND reserves the right to change the deadlines upon notice to the Customer.

   e. Establish repetitive transfer codes for frequently executed types of transfers. BND will provide an appropriate notification to the Customer if repetitive transfer codes are established, including an identification and description of the appropriate use of such codes.

   f. Initiate call-back verifications for the following Customer-initiated requests:

      1. Non-repetitive transfers of funds to a third-party account.

      2. Transfers in excess of any predetermined monetary limit established by the Customer in the Certificate to BND.

      3. Transfers for payment upon proper identification (PUPID) or for payment in cash.

   g. All wires initiated online need to be approved by another authorized online user prior to submission and processing of the wire. An authorized individual may be designated by the Customer as an authorized individual for the purpose of receiving online verification by being granted access or permission online by the BND Direct Security Administrator. An individual designated for the sole purpose of online verifications will have no authority to initiate a transfer request.

   h. Call-back verifications will be made to an authorized individual other than the authorized individual initiating the transfer request. An individual may be designated by the Customer as an authorized individual by being granted access or permission on the "Certificate". An individual designated for the sole purpose of call-back verifications will have no authority to initiate a transfer request.

2. BND reserves the right to record all telephonic instructions received by BND's Electronic Banking Services from the Customer and retain the recordings for ninety (90) days following such requests. The Customer agrees to report any discrepancies between the Customer's records of these transactions and BND's statement to the Customer in writing within thirty (30) days after the statement date.

3. BND reserves the right to charge reasonable fees for wire transfers and may change these fees periodically.

4. It is understood that this Agreement is entered into by BND as a convenience to the Customer and in consideration of that fact and in further consideration of BND's acting upon requests of the Customer pursuant to this Agreement, the Customer:

   a. Releases BND from responsibility for any inaccuracy, interruption or delay in transmission, and from claims occasioned in whole or in part by any circumstances beyond BND's control.

   b. Assumes full responsibility for all transfers made by BND in good faith in accordance with these procedures and agrees that BND shall be conclusively deemed to have exercised ordinary care if it has followed the procedures required by this Agreement. To the extent permitted under North Dakota law, IN NO EVENT SHALL BND BE LIABLE FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT, NOTWITHSTANDING NOTICE TO BND OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

   c. Agrees to supply BND with any information that BND may reasonably request, including but not limited to, money amounts, accounts to be affected, date of transfer, supplemental instructions, and further evidence of any authorized individuals authority to transfer funds or to perform any other act contemplated under the procedure required by the Agreement.

   d. Agrees that BND may change the terms of this Agreement upon notice to the Customer.

   e. Agrees to notify BND by completing a new Certificate and/or by performing user maintenance on BND Direct when an authorized individual leaves the employment of the Customer.

      1. A new certificate becomes effective upon BND acknowledging receipt of the new Certificate and notifies the Customer that the changes set forth have been accepted and are in effect.

      2. User maintenance on BND Direct becomes effective upon successful completion of the on-line maintenance.

   f. Agrees that BND reserves the right to refuse to execute transfer requests, which refusal may be for, but is not limited to, the following reasons:

      1. Transfers against uncollected or insufficient funds.

      2. Transfers in excess of transaction limits.

      BND will provide notice to the Customer no later than the end of the next business day of any refusal of a transfer request.

   g. Agrees to indemnify and hold BND harmless from and against any claims and liability, including attorneys fees and court costs, which may be incurred as a result of BND's providing the Service to the Customer. For agencies or departments of the State of North Dakota enrolling in this Service, this liability is limited to the extent permitted under North Dakota law and subject to available appropriations. This indemnification will survive the termination of this Agreement.

   h. Agrees that when BND is provided with both a name and an account number, in executing a payment order, payment may be made by BND or other financial institution solely on the basis of the account number even if that number identifies a person different from the named beneficiary. Customer agrees to hold BND harmless from any loss, claim, or damages to person or property as a result of reliance by BND or other financial institution solely on the account number provided by the Customer for a payment or transfer order.

   i. Financial Institutions are required to comply with the USA Patriot Act, Bank Secrecy Act, Office of Foreign Assets Control regulations, and other anti-money laundering laws and regulations. If a financial institution, Customer warrants to BND that it is in full compliance with the requirements of the foregoing laws and regulations.

5. Either party may terminate this Agreement at any time upon thirty (30) days written notice to the other. The parties agree that all notices required under this Agreement shall be in writing, and may be given by facsimile transmission or by registered or certified mail, and shall become effective on the next business day following receipt of the notice by the recipient party. BND may terminate this Agreement immediately without notice to the Customer if Customer fails to comply with any of the terms of this Agreement. In the event of termination, BND shall be entitled to payment for work or services performed to date of termination.

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligation hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

Name of Customer
By (Printed Name)
Signature
Title

The State of North Dakota doing business as The Bank of North Dakota

By (Printed Name)
Signature
Title