



Helping Texans Build Texas

TREASURY MANAGEMENT SERVICES

TMS - MASTER AGREEMENT PROCEDURES, TERMS AND CONDITIONS

This document is provided to the Bank's Business customers and sets the procedures, terms and conditions applicable to all Treasury Management Services offered by Texas First Bank.

Effective: October 1, 2019



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GENERAL PROVISIONS

1. Treasury Management Services.

- (a) Generally. Texas First Bank, a Texas state bank, ("Bank") offers various Treasury Management Services (individually, each a "Service", collectively the "Services") to its business customers (each a "Customer").

These Services include but, are not limited to the following:

- ACH Service
- Business Online Banking Service
- Business Bill Pay Service
- CD-ROM Image Service
- Dynamic Transfer Service - Overdraft Protection (ODP), Sweep (Loan), Zero Balance Account (ZBA)
- Funds Transfer Service
- Lockbox Service - Medical, Retail, Wholesale
- Mobile Deposit Service (mRDC)
- Positive Pay Service - ACH Blocking and Filtering
- Positive Pay Service - Checks
- Remote Deposit Capture Service (RDC)
- Stop Payment Service

Many of the Services are available for use through traditional means of financial commerce as well as through use of Business Online Banking Services offered by Bank. The Treasury Management Services Master Agreement obligates the Party with regards to the general terms and conditions related to use by Customer of any Service or Services offered by Bank, regardless of whether such Service is performed traditionally, online or through some combination thereof. Nonetheless, before Customer begins using any of the Services, Customer must mail or deliver a duly authorized and executed copy of the Treasury Management Services Agreement and Summary Enrollment Form to Bank for review and acceptance of Services by Bank and Customer (collectively, the "Acceptance").

- (b) Enrollment in a Service or Services. Enrollment in any individual Service requires the completion of designated Treasury Management Services Enrollment Form (the "Enrollment"). Enrollment in a Service or Services is accomplished by obtaining, completing and signing the Enrollment, and submitting it to Bank in person, through regular mail, facsimile or by secure email. Bank may also require Customer to execute a new Enrollment Form, if applicable, reflecting any modifications.
- (c) Modifications to this Agreement. Bank may modify the terms and conditions contained in this Agreement, as applicable to all Services, or may modify the terms and conditions for any particular Service, from time to time by doing any of the following (i) posting the revisions on Bank's website, (ii) posting revisions on the Bank's Business Online Banking (under "Settings"), (iii) by electronic communication, or (iiii) delivering notice of the modifications to Customer. The modification will be deemed to be accepted and agreed to by Customer when it uses the Services after Bank has provided notice of the modification pursuant to this Section.
- (d) Customer Training Required Prior to Implementation of Specified Services. Before Customer can begin using Bank's Business Online Banking Service, you agree that your designated Authorized Party or Users must attend Bank's training session, which may be provided in a Web-based format, teleconference format, or any other format determined in Bank's sole discretion. Until such time as designated personnel are able to attend Bank's training, Bank may in its sole and absolute discretion delay implementation of the specified Service until such

training is completed satisfactory to Bank.

In addition to the Services listed above and governed by the Agreement, Bank offers the following Treasury Management Services to its business customers:

Merchant Services
Payroll Card Service

These Services are governed by separate agreements, which can be secured by contacting a Treasury Management Solutions representative.

2. Accounts.

- (a) Generally. Customer agrees to maintain a minimum of at least one (1) business checking account ("Demand Deposit Account") with Bank with funds sufficient to cover the transactions initiated pursuant to the Agreement, and to cover fees required to pay for Services provided thereunder.
- (b) Business Purpose. Customer agrees that only Demand Deposit Accounts, or other deposit accounts, or other asset accounts (individually, a "Deposit Account"; collectively, "Deposit Accounts") established exclusively for business purposes will be used for transactions pursuant to the Agreement, and that in no event will transactions hereunder be conducted using Deposit Accounts of Customer or its employees, officers, directors, members, or owners that were established primarily for personal, family or household purposes unless approved by Bank. Exceptions to this provision will require a Personal Account Addendum be signed by Authorized Party.
- (c) Authorization for Transfers to and from Accounts. Customer expressly authorizes Bank to debit the appropriate Deposit Account in the amount of any bank transfer initiated by Customer and pursuant to the Agreement, or initiated by any other person Customer authorizes to access Deposit Accounts. Customer agrees that Bank: (i) may treat any bank transfer, whether initiated online or otherwise, from a Deposit Account the same as a duly executed written withdrawal, transfer, or check; (ii) may treat any bank transfer to a Deposit Account the same as a deposit by cash or check; and (iii) may treat any bank transfer to a loan account held by Customer the same as a loan payment to Bank, all in accordance with the terms of the Agreement and Customer's agreement with Bank governing the Deposit Account (the "Deposit Account Agreement") or Customer's agreement with Bank governing any such loan account (the "Loan Account Agreement"), as applicable.
- (d) Account Limitations. Customer's ability to initiate bank transfers between Deposit Accounts may be limited by federal law or by the terms of the applicable Deposit Account Agreement or the applicable Loan Account Agreement. Bank transfers from Deposit Accounts that are savings or money market deposit accounts are limited as required by federal regulation in effect at the time a bank transfer is initiated. Customer agrees that Bank may, without notice or other obligation to Customer, for security reasons or as otherwise expressly provided in this Agreement, the Deposit Account Agreement or the Loan Account Agreement, (i) refuse to make any bank transfer, or (ii) refuse to accept a Digital Deposit.
- (e) Customer Printed Checks. Bank reserves the right, with respect to any and all of the Services, to require Customer to submit any non-Bank printed checks (i.e. checks that are printed by Customer, or printed by an independent printer at the request of Customer) for Bank's review and approval regarding format, size and other requirements. If Bank exercises such review and approval right for any of the Services, Customer shall be required to submit such non-Bank printed checks for Bank's review and approval prior to Customer using such non-Bank printed checks. Should customer use non-Bank printed checks without review and approval and printed checks do not meet the bank standards, the expenses related to reprints shall be at customers

expense.

3. The Agreement.

- (a) Generally. The procedures, terms and conditions of the Treasury Management Services Master Agreement, including the Treasury Management Services Agreement and Summary Enrollment Form, any individual Enrollment setup detail forms (collectively, the "Agreement"), and all attachments, authorizations, schedules and exhibits, together with all amendments or modifications thereto, are cumulative with and in addition to any terms of the Deposit Account Agreements and related Deposit Account signature cards and authorizations, Funds Transfer Agreements, Loan Account Agreements, the applicable Deposit and Loan Account disclosures, Bank's service schedule, Bank's policy regarding availability of funds, any credit account agreements relating to any credit accounts Customer may have with Bank (together, the "Bank Agreements, Schedules and Disclosures"), the rules and regulations of any federal or state agency that supervises Bank's activities or insures accounts at Bank, and any applicable clearinghouse operating rules and guidelines, including, but not limited to those of the National Automated Clearing House Association ("NACHA"), and any other applicable local clearing house association, all as may be amended from time to time.
- (b) Inconsistencies. To the extent expressly provided for otherwise herein, should any inconsistency exist or arise between the terms of the Agreement, as relates to any Service or Services, and the terms of any other Bank Agreements, Schedules and Disclosures, the terms of the Agreement shall control, but only to the extent of the inconsistency. Furthermore, to the extent expressly provided for otherwise herein, should any inconsistency exist or arise between the general provisions of the Agreement and the applicable Service specific provisions, the terms of the Service specific provisions shall control, but only to the extent of the inconsistency.
- (c) Amendment. Bank may amend the Agreement from time to time. If no federal or state law specifically governs an amendment, then at least ten (10) calendar days prior to the effective date of the amendment, Bank will provide notice to Customer of the amendment as stated in Section 4 of these General Provisions. Notwithstanding the foregoing and to the extent permitted by applicable law, Bank may amend any term of the Agreement without prior notice or obligation to Customer: (i) if a service provider changes any term without providing Bank sufficient prior notice to enable Bank to timely notify Customer; (ii) for security reasons; (iii) to comply with applicable law; or (iv) as otherwise expressly provided in the Agreement. Use by Customer of the Service(s) following the effective date of any amendment(s) shall constitute Customer's acceptance of and agreement to the amendment(s). If Customer does not agree to the changes as set forth in an amendment, Customer may choose to terminate the Service(s) affected by the amendment prior to the effective date of the amendment by discontinuing further use of the Service and following the procedures set forth in Section 27 of these General Provisions. Unless otherwise provided for herein, the Agreement may not be amended or modified unless agreed to in writing by Bank.

4. Notices and Instructions.

- (a) Generally. Unless otherwise stated in the Agreement, all notices required pursuant to the Agreement and the Services shall be in writing. Bank shall be entitled to rely on any written notice or other written, electronic or telephone communication believed by it in good faith to be genuine and to have been initiated by an authorized representative of Customer to Bank. Any such communication will be deemed to have been authorized by Customer. The Authorized Party agree that Bank's records of telephonic or electronic instructions shall be conclusive evidence of the actual notice or instructions given by Customer and recorded by Bank.

- (b) Data Recording. Customer consents to Bank's recording and monitoring of any telephone conversations and online transmissions or communications including, but not limited to, requests or instructions. Bank, however, has no duty to record or monitor such telephone conversations or online transmissions and communications, and the election to record and/or monitor is within Bank's sole discretion.
- (c) Delivery of Notices, Disclosures, Amendments or Other Communications by Bank. Customer acknowledges and agrees that, to the extent permitted by applicable law, Bank may deliver all notices, disclosures, amendments or other communications required hereunder to Customer by doing any of the following (i) posting the revisions on Bank's website, (ii) posting revisions on the Bank's Business Online Banking (under "Settings"), (iii) by electronic communication, or (iiii) delivering notice of the modifications to Customer. Electronic communications by email will be to Customer's email address listed as the contact information of record for the Customer that is on file with Bank, as such notification information as may be amended in writing by Customer from time to time upon notice to Bank. To the extent permitted by applicable law, Customer agrees that each such communication will be binding and enforceable to the same extent as if it were delivered to Customer in writing by regular mail, branch posting, or in person.
- (d) Electronic Mail Communication. Customer may send email to Bank and receive email from Bank. (i) Communications sent to Bank over the Internet are considered unsecured unless the information is encrypted with the equivalent of 128-bit encryption technology, or transmitted via a secure session using a commercial reasonable security technology that provides a level of security that is equivalent to 128-bit RC4 encryption technology. (ii) Customer agrees that unsecured email will not be used to deliver sensitive personal or private information that includes, but is not limited to bank routing numbers, account numbers, Social Security numbers, Business ATM & Check Card numbers, personal identification numbers ("PINs"), home addresses, User IDs, Passwords, ACH entries, or to provide required notices to Bank pursuant to any agreement Customer has with Bank, unless such agreement expressly provides for email notification. **(iii) CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY REQUEST(S) SENT TO BANK THROUGH AN UNSECURED ELECTRONIC NETWORK ARE IN VIOLATION OF BANK AND NACHA POLICY AND PROCEDURES. CUSTOMER UNDERSTANDS AND AGREES THAT BANK IS NOT LIABLE FOR ANY LOSS OR DAMAGE INCURRED BY CUSTOMER WHEN AN UNAUTHORIZED PERSON GAINS ACCESS TO ANY SUCH EMAIL. CUSTOMER AGREES TO INDEMNIFY AND HOLD BANK HARMLESS IF BANK ACTS WITH ORDINARY CARE IN GOOD FAITH BY RESPONDING TO ANY EMAIL PURPORTED TO BE SENT BY CUSTOMER. BANK'S IMPLEMENTATION OF ITS NORMAL PROCEDURES REGARDING RECEIPT AND MAINTENANCE OF CONFIDENTIAL INFORMATION CONSTITUTES ITS EXERCISE OF DUE CARE.** (iv) email transmitted by Customer to Bank may not be delivered to Bank immediately. If Customer needs to contact Bank immediately to stop a payment, to report an unauthorized use of Customer's User ID, to report unauthorized access to an account, or for any other reason, Customer shall contact Bank by telephone at the telephone number provided herein, or in person. Bank will not be responsible for acting on or responding to any email request made until Bank actually receives Customer's email message and Bank has a reasonable opportunity to act. (v) Customer should check its email regularly as Bank may attempt to notify Customer by email in the event of any technical difficulties or other occurrence that may affect Bank's Business Online Banking Service.
- (e) Address for Notification. All notices to be delivered by Customer to Bank pursuant to the Agreement can be made to the physical address, postal address, email address, or telephone number indicated below, as applicable pursuant to the terms of the Agreement and the requirements of the notice:

Bank's Physical notification address:

Texas First Bank
3232 Palmer Highway
Texas City, Texas 77590
Attn: Treasury Management Solutions

Bank's Postal (i.e. P. O. Box) notification address:

Texas First Bank
P.O. Box 3344
Texas City, Texas 77592 - 3344
Attn: Treasury Management Solutions

Bank's Telephone Number and Email address:

Treasury Management Solutions - Treasury Operations
(713) 629-2850
treasuryoperations@texasfirst.bank

All notices to be delivered by Bank to Customer pursuant to the Agreement can be made to the postal address, email address, or telephone number listed as the contact information of record for the Customer that is on file with Bank, as such notification information as may be amended in writing by Customer from time to time upon notice to Bank.

5. Submission of Information and Documents; Privacy.

- (a) Delivery of Documents. Customer agrees to deliver, in a form and content satisfactory to Bank, such additional executed, or as the case may be, certified, documents required by Bank from time to time to obtain and to continue to receive the specific Service(s) requested by Customer, including Deposit Account signature cards, declarations, authorizations, resolutions, enrollment documents and updated financial statements. In addition, Customer shall execute Bank's "Treasury Management Services Guaranty" immediately upon Bank's request in the event that Bank, in its sole discretion, requires Customer to execute such guaranty to either: (i) receive initial Bank approval for Bank's provision of specific Service(s) to Customer; or (ii) continue receiving specific Service(s) from Bank if there is an occurrence of a material change in Customer's credit and/or risk analysis criteria and Bank determines, in its sole and absolute discretion, that such guaranty is necessary to satisfy Bank's credit and risk management criteria. If Bank requires Customer to execute a "Treasury Management Services Guaranty" and Customer refuses, Bank may, in its sole and absolute discretion, either refuse to enter into this Agreement and refuse to provide specific Service(s) to Customer, or discontinue providing specific Service(s) and/ or immediately terminate any existing Agreement with Customer in accordance with Section 27 of this Agreement.
- (b) Electronic Records Disclosure (E-SIGN Disclosure). Customer understands that Customer's Authorized Party must read this Electronic Records Disclosure carefully and keep a copy for Customer's records. In order to register for and use the Services (including any Mobile Banking Treasury Management Services), Customer is agreeing to the electronic delivery of legal disclosures, agreements, instructions, communications, online statements (if Customer selects Online Statement Delivery), and other notices related to such services, and Customer is also agreeing to electronic delivery for all other legal disclosures, agreements, instructions and communications relating to Customer's current Deposit Accounts or any future Deposit Accounts Customer has with Bank. If at some point in the future Customer no longer wants to receive the legal disclosures, agreements, instructions, communications and online statements (if applicable) electronically, then Customer understands that Customer may withdraw their consent for electronic delivery of such items, and that Customer will not be charged any fee for withdrawing their consent, but that doing so will not affect the legal

effectiveness, validity or enforceability of electronic disclosures or records that were made available to Customer prior to the implementation of Customer's withdrawal of consent for electronic delivery. Customer also understands that Customer has the right to request that Bank provide to Customer any record that was provided electronically, or any other record, in paper or non-electronic form, although Customer is aware that charges and fees for such non-electronic copies may be charged in accordance with Bank's current fee schedule. To withdraw consent for electronic delivery, to update Customer's contact information, or to request a paper or non-electronic copy of any record or document, Customer must either:

- (i) write to Bank at Texas First Bank, Treasury Management Solutions, 3232 Palmer Highway, Texas, 77590;
 - (ii) use a method that may be made available to Customer on Bank's website (www.texasfirst.bank); or (iii) contact Texas First Bank - Treasury Management Solutions at (713) 629-2850. To receive an electronic copy of all required disclosures regarding Mobile Treasury Management Services and Customer Deposit Accounts, including related legal disclosures, agreements, instructions, communications and online statements (if applicable), Customer must comply with the system requirements as set forth in this Agreement or any additional documentation provided by Bank to Customer relating to this Agreement. To retain a copy of such materials, Customer's system must have the ability to either download (e.g. to their hard disk drive, diskette, CD-ROM or other storage device) or print portable document format ("PDF") or HTML files. Customer must have a functioning printer connected to a personal computer or other access device, which is able to print the related legal disclosures, agreements, instructions, communications and online statements (if applicable) on plain white 8 1/2 x 11 inch paper. By executing this Agreement, Customer represents and warrant that: (i) Customer has read, understood and agreed to this Electronic Records Disclosure; and (ii) the devices that Customer will use to receive the legal disclosures, agreements, instructions, communications and online statements (if applicable) meet the system requirements to access information and to retain information as stated in this Agreement.
- (c) Provision of Information. Prior to initiating a new Service, Customer agrees to provide all information which Bank may request including specifications, test results, check samples, transmissions and documents. In the event that Bank determines, in its sole discretion, that any specification, test result, sampling, transmission or document does not meet its requirements, Bank may advise Customer that Customer will not be eligible to obtain the Service(s) until requested information, that is satisfactory to Bank, is provided by Customer.
- (d) Authorizations. By providing the Authorization, Customer authorizes the individual(s) named therein to be Authorized Signers and Authorized Administrators (collectively, the "Authorized Party"). Authorized Party has the authority: to sign the Agreement and any addenda thereof; to accept on behalf of Customer the terms and conditions governing the use of Services, including acceptance of Security Procedures (as defined below); to enroll in, modify features of or terminate Services; to appoint and remove Authorized Administrators or Contacts; to provide the required information to set up and administer Services; to perform the functions of an Administrator or Contact; to authorize, add and remove the authorization of individual Users who perform transactions related to a Service or Services; to grant access to specific Deposit Accounts and Service functions; to reset passwords; to audit Service activities; and to perform transactions related to any Service hereunder."

Customer agrees that in the event the Customer desires to name additional Authorized Administrators or remove the authority of an existing Authorized Administrator, Customer must provide Bank with written instructions advising Bank of the change in authority signed by a person named as Authorized Signer on the most current Treasury Management Services Agreement and Summary Enrollment Form and the most current Service Enrollment Form supplied by the Customer and, to the fullest extent permitted by applicable law, the Bank shall have no Liability for unauthorized actions taken or transactions performed by those individuals

named as Authorized Party on the current Enrollment Form.

Customer understands and agrees that authority granted to Authorized Party under this agreement or who may be granted the authority and responsibility for handling Customer's financial affairs (including processing, writing or receiving checks or electronic transfers, handling account statements or other financial information, conducting Remote Deposit Capture Service to make Digital Deposits such as scanning or storing original checks, or creating, transmitting or storing substitute check images, or acting otherwise in a responsible manner regarding Customer's financial affairs and that a system of reasonable financial controls are in place and Customer has instituted a program that encourages Customer's employees to report fraudulent or dishonest activities to Customer's management.

- (e) Privacy. Customer authorizes Bank to share information about Customer and Customer's Services with affiliates and third Party, unless the law or Bank's Privacy Statement prohibits Bank from doing so. Please see Bank's Privacy Statement for your choices about information sharing. It is possible that third Party involved in the negotiation, mediation, and arbitration protocol, such as lawyers, accountants, or contractors, who offer products or services to the public, may also be Bank customers. Bank provides this information only as a courtesy and convenience to Customer. Bank does not make any warranties or representations about the third Party or their products or services. Bank is not responsible for the third party's performance or for helping resolve any dispute between you and the third party.

6. Security Procedures; Customer's Data Security Obligations; Limitation on Liability; Responsibility for Loss.

- (a) Security Procedures under the Agreement. Where required for any Service, Bank and Customer will agree in writing to one or more security procedures ("Security Procedures") that must be used by Bank and Customer in connection with the Service(s). Security Procedures offered by Bank are described herein and in documentation related to the applicable Service. As part of the Security Procedures, Bank may employ various authentication technologies. As part of Bank's "Business Online Banking Services" for business Customers, Bank employs various security and authentication technologies to ensure that Authorized Party and Users are communicating directly with Bank, and also to ensure that Customer's computer is communicating with a legitimate Bank computer. Such Bank authentication procedures and technologies include, but are not limited to, use of User IDs, passwords and other "Additional Authentication Information" ("AAI") that Bank may require Customers to provide at Bank's sole discretion. Such AAI is required as a component of various Business Online Banking Services authentication procedures that Bank may employ, including, but not limited to, security questions and responses and/or use of other hardware-based and software-based security and authentication tools, programs and procedures. Customer is responsible for the establishment and maintenance of its internal procedures reasonably adapted to insure the confidentiality and security of Security Procedures. **CUSTOMER UNDERSTANDS AND AGREES THAT CUSTOMER WILL BE RESPONSIBLE FOR MAINTAINING SECURITY AND CONTROL OVER ALL USER IDS AND PASSWORDS OF CUSTOMER'S AUTHORIZED PARTY AND USERS, AND SHALL USE SECURITY FOR SUCH ITEMS COMPARABLE TO THE SECURITY AND CONTROL CUSTOMER WOULD USE FOR CASH, OR A MECHANICAL CHECK-SIGNING MACHINE, BUT IN NO EVENT LESS THAN REASONABLE SECURITY AND CONTROL IN THE CIRCUMSTANCES.** If Customer or its employees or agents have reason to believe that any Security Procedure has or may have become known by unauthorized persons (whether or not employed by Customer), Customer shall immediately notify Bank by telephone and confirm such oral notification in writing to Bank within twenty-four (24) hours of the oral notification. Bank will replace the Security Procedures in accordance with Bank's standard security requirements related to the applicable Service(s). To the maximum extent permitted by applicable law, Customer will be solely liable for all transactions, including funds transfer instructions and other communications, initiated before Bank has received such notification and has had a reasonable opportunity to

act on such notification. Bank reserves the right to change any or all of the Security Procedures offered and/or used at any time by giving oral or written notice to Customer. Customer agrees that its use of the related Service or Services after Bank provides notice of such changes constitutes Customer's acceptance of the new Security Procedures. Customer acknowledges that the purpose of Security Procedures is to authenticate the identity of the person initiating the action, not to detect errors in any transmission or content. Bank is not agreeing to any security or other procedure for the detection of errors. Customer represents that for the Service or Services it requests, it considers the Security Procedures to be commercially reasonable with respect to the size, type, and frequency of funds transfers it anticipates issuing and the information which will be transmitted.

- (b) Customer's Data Security Obligations. With regard to obtaining any Services under this Agreement, Customer must comply with the Computer (as defined herein) hardware, software, and Security Procedures requirements as set forth in these general provisions and/or as set forth in any Service specific provisions or any supplemental information and/or instructions provided by Bank. Bank reserves the right as encryption technology develops to impose further reasonable requirements to maintain the appropriate level of security for the Services and transactions contemplated hereunder and Customer agrees to abide by such requirements. Furthermore, Customer understands and acknowledges that if Customer does not follow commercially reasonable hardware, software, physical access and physical storage security procedures regarding any Customer owned Data (defined herein), including such data containing the sensitive personally identifiable information ("PII") of any individual, the security of Customer's transactions and/or Customer owned Data (including sensitive PII) may be compromised. Customer understands, acknowledges and agrees that installation, maintenance and operation of Customer's Computer (hardware and software) and related security procedures, including, but not limited to, data security protection, firewalls and anti-virus software, is Customer's sole responsibility, and that Customer is solely responsible for securing, encrypting, protecting and otherwise safeguarding Customer owned Data.
- (c) Limitation on Liability. Customer understands, acknowledges and agrees that Bank is not responsible for any loss or damages resulting from any errors or failures of Customer's Computer or data processing systems, including, but not limited to any computer virus or malware attack (such as a keystroke logging program or similar malware), any attack by a person attempting or actually gaining unauthorized access to Customer owned Data, or any Internet-related problems that may be associated with Customer's access and use of the Services.
- (d) Serious Potential Threat to Customer's Business; Notification to Bank. Customer acknowledges and agrees that the threat of fraud resulting from theft of electronic data is a serious potential threat to Customer's business and, accordingly, Customer will take all reasonable steps to make certain that its Computers and data security systems are protected from unauthorized access or use, and in an event of any unauthorized access or use, Customer will take all reasonable steps to immediately inform Bank of the security breach.
- (e) Responsibility for Loss. If, despite Customer efforts, Customer suffers any damage or loss as a result of Customer's failure to comply with its data security obligations, and regardless of whether such damage or loss results from the activities of Customer's employees, agents, subcontractors or any unaffiliated third party, any such loss or damage shall be the sole responsibility of Customer.

7. Business Days; Posting; Funds Availability.

- (a) Business Days. Any day on which majority of Bank's offices are open to the public for conducting substantially all business functions shall be a "Business Day"; provided, however, that Saturdays, Sundays and federal holidays are not Business Days even if majority of Bank's offices are open.
- (b) Posting. Transactions (such as deposits, funds transfers, instructions and entries) related to any Service will be

posted to the applicable Deposit Account as provided for in Bank's then current Schedule of Funds Availability. Bank may change any cutoff deadline at any time by giving notice, as required by law, of the change to Customer.

- (c) Funds Availability. Any funds transferred pursuant to a transaction hereunder will be available for withdrawal or advance as provided for in Bank's then current policy regarding funds availability, as amended from time to time, and in accordance with applicable law.

8. Honoring Transactions and Instructions; Furnishing Information; Mobile Services and Transactions.

- (a) Generally. Bank will honor Customer's transactions and instructions (including adjustments and cancellations) only when Customer has complied with the Agreement. Bank will be under no obligation to complete any transaction or instruction that: (i) exceeds Customer's collected or available funds on deposit with Bank, even if Bank has done so in the past; (ii) is not in accordance with any condition requested by Customer and agreed to by Bank; (iii) Bank has reason to believe may not be authorized by Customer; (iv) involves funds subject to a hold, dispute or legal process preventing their withdrawal; (v) violates, in the opinion of Bank, any provision of any present or future risk control program of the Federal Reserve or any other applicable federal or state law; (vi) Bank has reason to suspect is a transaction in violation of the Unlawful Internet Gambling Enforcement Act (the "UIGEA"); (vii) does not comply with any other requirement stated in the Agreement or any Bank policy, procedure or practice; and/or (viii) for the protection of Bank or Customer, Bank has reasonable cause not to honor.
- (b) Restricted Transactions. Under UIGEA and related federal regulations (the "Regulations") promulgated by the U.S. Treasury Department and Federal Reserve Board, Bank is required to notify its Customer that transactions to fund unlawful Internet gambling activities are prohibited, and as such Bank will either block/deny transactions, and/or close accounts if it has "actual knowledge" of "restricted transactions." A restricted transaction is defined as any transaction or transmittal involving any credit, funds, instrument, or proceeds, that the UIGEA and the Regulations prohibit any person engaged in the business of betting or wagering from knowingly accepting in connection with the participation of another person in unlawful Internet gambling, and such prohibited activities would include any of the following: (i) credit, or the proceeds of credit, extended to or on behalf of such other person (including credit extended through the use of a credit card); (ii) an electronic funds transfer, or funds transfer, or funds transmitted by or through a money transmitting business, or the proceeds of an electronic funds transfer or money transmitting service, from or on behalf of such other person; or (iii) any check, draft, or similar instrument that is drawn by or on behalf of such other person and is drawn on or payable at or through any financial institution.
- (c) Insufficient Account Balances for Service(s). When a Service requires Customer's Deposit Accounts to contain sufficient, good, collected, and available funds to cover Customer's obligations for the required Service, Customer agrees to maintain sufficient, good, collected, and available funds in those accounts from which the funds are to be withdrawn or transferred. If there are insufficient funds in the designated Deposit Account to cover the required withdrawal(s), transfer(s), or related fees, except as specifically modified in an applicable implementation document, Bank may: (i) withhold the Service; (ii) in its sole discretion, elect to dishonor any item or transaction that creates a negative balance and has no duty to notify Customer prior to dishonoring any overdraft, even if Bank has paid overdrafts on behalf of Customer in the past; (iii) in its sole discretion, provide the Service, and Customer agrees to pay Bank promptly or on demand the amount of overdraft and any fees or other costs including those set forth in the Deposit Account Agreement; and/or (iv) require Customer to pre-fund transactions prior to settlement date or effective date. Bank may, in its sole discretion, on occasion provide a Service against insufficient, good, collected and available funds in Deposit Accounts, but Bank is not obligated to do so, and any action by Bank of this nature will not constitute an

obligation by Bank to provide the Service in the future.

- (d) Data File Retrieval and Delivery. Bank provides a data file exchange facility for Customers, which is intended to ensure a convenient, reliable and efficient means to obtain various informational data files and reports from Bank or deliver instructional data files to Bank for processing and handling. This data file exchange facility makes it possible for a Customer, Customer's agent, or a third party authorized by Customer to obtain specific Demand Deposit Account activity information as well as a means for a Customer, their agent or third party authorized by Customer to provide instructions to Bank in conjunction with various Services provided by Bank. To support this data file exchange facility, Bank makes use of an accepted data communication convention, File Transfer Protocol ("FTP"), which prescribes the manner in which files containing data are to be exchanged between computers using the Internet's transmission control protocol / Internet protocol (TCP/IP) functionality. Bank allows Customer to choose among certain options for communicating with Bank's FTP external server for retrieval and delivery of data files. Access to Bank's FTP external server may require that Customer, their agent or a third party authorized by Customer, utilize Customer's User ID, and/or password (both of which are assigned by Bank), or any AAI, and Bank may further require that public encryption keys be exchanged between Customer (or their agent or third party authorized by Customer), and Bank, depending upon the communication option selected. Also, certain communication options will require Customer, their agent or third party authorized by Customer to furnish Bank with the TCP/ IP address from which an FTP communication session will originate. In addition to the general testing obligations set forth in Section 5(b) above, when Customer selects a particular communication method, Bank and Customer shall cooperate in testing data file exchange by such communication method, and if the testing process is completed satisfactory to Bank, then such communication method will be used. If, however, the testing process for a particular communication method is not completed satisfactory to Bank, then Customer must choose a different communication method that must also meet with Bank's testing and approval as stated above. Once a particular communication method has been successfully tested satisfactory to Bank's requirements and approved by Bank, then Bank and Customer will commence exchange of data files using such communication method. When incoming data files are delivered to Bank by Customer (or by Customer's agent or third party authorized by Customer), the data files will reside in a secure folder on Bank's FTP external server until such files are relocated internally by Bank for processing.
- (e) Mobile Treasury Management Services and Transactions. Bank may, in its sole discretion, offer any Services described in this Agreement via Mobile Device (the "Mobile Services"). "Mobile Device" means a mobile telephone, mobile tablet or other mobile device capable of sending and receiving SMS text messages, accessing the Internet via a web browser or downloading, installing and using specially developed mobile applications ("apps"). Customer understands and acknowledges that the Mobile Treasury Management Services allow Customer to conduct certain Services via Mobile Device. Bank, in its sole discretion, shall determine which Services shall be included in any Mobile Treasury Management Services. From time to time, Bank may develop additional Mobile Treasury Management Services, and Customer understands that Customer will have the opportunity to subscribe to them, provided that Customer (and any Authorized Party or User) has the necessary Mobile Device and related hardware and software. By deciding to enroll in the optional Mobile Treasury Management Services, Customer understands that Customer is providing its express consent to Bank to permit Bank to contact Customer (and any Authorized Party or User) for account alerts, servicing, marketing and fraud prevention purposes, and any other purposes as provided in this Agreement or under other applicable Bank agreements. Customer understands that by selecting the optional Mobile Treasury Management Services, Customer is agreeing that Bank may transmit communications accessible via SMS text message, via the Internet browser on the Mobile device, or via Bank's app downloaded to the Mobile Device that contain certain information and alerts about the Services

and/or Deposit Accounts Customer selects. Such messages may be sent in response to messages Bank receives from Customer's specified Mobile Device(s) or, in some cases, upon the occurrence of a pre-defined condition related to Customer's Service or Deposit Account (for example, an outgoing wire approval required, Positive Pay item approval required, low Deposit Account balance, overdraft or receipt of deposit). Customer understands that if it chooses to activate the optional Mobile Treasury Management Services, Customer (and any Authorized Party or User) must have a Mobile Device with either SMS text message functionality, the ability to access the Internet via a web browser, or the ability to access messages via Bank's downloaded mobile app, as well as any other compatible wireless hardware and software necessary to operate such Mobile Device. Customer understands it (and any Authorized Party or User) must have a Mobile Device wireless service plan with a suitable Mobile Device service provider of its choice. Customer understands that such Mobile Device service (including Mobile Device Internet connection) is not part of the Services or the optional Mobile Services. Customer understands that it is responsible for acquiring, maintaining and operating any Mobile Device used to access the Mobile Treasury Management Services and its related hardware and software and for all associated costs and expenses, including, without limitation, all fees incurred for data transfers and as a result of sending and receiving SMS text messages through such Mobile Device service. Customer assumes full responsibility for ensuring these requirements are met should any changes be made to any existing Mobile Device and/or the associated service plan. **Customer understands that Bank is not responsible for any errors or failures or any Mobile Device or its software, and is not responsible for any viruses or related problems that may be associated with use of the Mobile Services.** In addition, Customer understands that transactions conducted via Mobile Treasury Management Services may also be subject to (i) applicable Bank imposed fees (as set forth in other Bank agreements or schedule of fees), and (ii) fees imposed by third Party with whom Customer have entered into other agreements. Customer agrees and acknowledges that Deposit Account alerts will be sent to Customer's (and any Authorized Party or User) registered for the Mobile Treasury Management Service, provided they have given Bank a valid telephone number (or other mobile device identification number, as required by Bank) for such Mobile Device, and have subscribed to the applicable alert. Customer understands that Customer is solely responsible for all costs assessed by Customer's Mobile Device service provider (and the Mobile Device service provider of any Authorized Party or User) receiving messages on their Mobile Device. Customer understands that Customer must complete the entire registration process as outlined at www.texasfirst.bank, including an affirmative statement that Customer's Mobile Device (and the Mobile Devices of any Authorized Party or User) meets Bank's minimum system requirements. Customer also understands that Customer will need to meet all of the equipment, access and system requirements of Bank regarding Mobile Treasury Management Services and will need to make necessary arrangements to view and print any email statements, notices and disclosures for Mobile Treasury Management Services. All communications transmitted to Bank using the Mobile Treasury Management Services are not confidential and are deemed to be Bank's property. Bank may provide Customer (and any Authorized Party or User) information, offers, advertisements, links or other materials maintained or offered by third Party in accordance with applicable law and in accordance with Bank's "Customer Privacy Statement." Bank does not control or endorse in any respect any information, products or services maintained or offered by such third Party. Customer understands that its use (and any Authorized Party or User) of third-party content or the purchase of third-party products or services is at its own risk. Customer also acknowledges that the privacy policies of other third party businesses providing any information, services or products in relation to or through the Mobile Treasury Management Services may be different than those of Bank and Customer should review those policies before engaging in a transaction or providing any personally identifiable or other sensitive information to such business. As part of Customer's registration for the Mobile Treasury Management Services, Customer understands that Customer must certify that it is a customer of Bank, and Customer

agrees (and any Authorized Party or User) to provide a valid U.S. telephone number, including the area code, for their Mobile Device(s) that will be used for the Mobile Treasury Management Services. Customer understands that it is Customer's responsibility to provide true, accurate, current and complete information about Customer and any Authorized Party or User when registering for the Mobile Treasury Management Services and to maintain and promptly update the registration data to keep it true, accurate, current and complete. Without limiting the foregoing, Customer understands it is Customer's responsibility to update any telephone numbers if and when they change in order to ensure proper delivery of Mobile Treasury Management Services, including messages and alerts. If Customer changes any telephone number for any reason, Customer will notify Bank immediately to ensure that Customer's Mobile Services and Bank's communications are not interrupted or inadvertently delivered to another recipient who may be assigned a prior telephone number. Customer may change any phone number by following the steps outlined at www.texasfirst.bank. If Customer selects optional Mobile Treasury Management Services, Customer understands that it is solely responsible for notifying Bank immediately in the event that any Mobile Device associated with any telephone numbers provided to Bank to register any Mobile Device for Customer's Mobile Treasury Management Services is lost, stolen, changed or destroyed. Customer understands that with regard to messages or alerts, failure to promptly notify Bank may result in failure to receive important messages and alerts, and/or the interception of such messages and alerts by unauthorized third Party. Customer may also incur message or alert fees if Customer (and any Authorized Party or User) does not receive them. **Customer understands that Bank is not responsible for any costs, expenses, liabilities or damages that Customer and any Authorized Party or User incurs as a result of failure to receive messages or alerts, the interception of any message or alerts by an unauthorized third party, or Customer's incurrence of message or alert fees for messages or alerts Customer did not receive. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT IN ADDITION TO ANY OTHER DISCLAIMERS OR LIMITATIONS OF LIABILITY AS OTHERWISE STATED IN THIS AGREEMENT, BANK SHALL NOT BE LIABLE FOR LOSSES OR DAMAGES ARISING FROM: (i) NON-DELIVERY, DELAYED DELIVERY OR WRONG DELIVERY OF ANY MESSAGES, ALERTS OR OTHER COMMUNICATIONS THAT CUSTOMER (OR ANY AUTHORIZED PARTY OR USER) WOULD NORMALLY ACCESS VIA THE MOBILE DEVICE; (ii) INACCURATE CONTENT IN ANY MOBILE TREASURY MANAGEMENT SERVICES MESSAGES, ALERTS OR OTHER COMMUNICATIONS ACCESSED BY OR SENT DIRECTLY TO THEIR MOBILE DEVICE; (iii) ANY ACTIONS RESULTING FROM THE INTENTIONAL OR UNINTENTIONAL DISCLOSURE BY CUSTOMER (OR ANY AUTHORIZED PARTY OR USER) TO ANY UNAUTHORIZED PERSON OF THE CONTENTS OF ANY MESSAGES, ALERTS OR OTHER COMMUNICATIONS SENT DIRECTLY TO OR RECEIVED BY THE MOBILE DEVICE; OR USE OR RELIANCE ON THE CONTENTS OF ANY MESSAGES, ALERTS OR OTHER COMMUNICATIONS FOR ANY PURPOSE.** Customer understands that it (and any Authorized Party or User) is required to log into the Mobile Treasury Management Services via a Mobile Device by using User ID, Password and AAI, if Bank has required use of AAI for such log in. Customer understands and acknowledges that all or a portion of the Mobile Treasury Management Services may not be encrypted, and, therefore, Bank will never include any User ID, Password or full account number in any email communication that Customer may access via the web browser on its Mobile Device. However, the Mobile Treasury Management Services may include name and information about Deposit Accounts, such as the last four digits of the Deposit Account number or specific account transaction information. Customer understands and acknowledges that transmission of masked account number and specific information, including, but not limited to, dollar amounts, or individual payees and payers, does not constitute transmission of personal or private information, and Customer hereby authorizes Bank to send such information via any communication to a Mobile Device for the Mobile Treasury Management Services. In addition, Customer understands that there are risks associated with using any Mobile Device, and that in

the event of theft or loss, Customer confidential information could become compromised. Customer acknowledges that the security procedures Bank requires for use of the Mobile Treasury Management Services, as set forth in this Section 8 and elsewhere in this Agreement, are commercially reasonable, and Customer understands that the security of the Mobile Treasury Management Services is contingent upon responsible behavior in protecting all User IDs and Passwords for the Mobile Treasury Management Services. Customer understands that it is responsible for safeguarding, and requiring others to safeguard, User IDs, Passwords and any AAI, if Bank has required use of AAI, to log in to the Mobile Services from a Mobile Device. Customer understands that Bank will rely on access via the User ID, Password and AAI (if required) as confirmation that Customer (and any Authorized Party or User) authorized all activity conducted using the Mobile Services following such authenticated access, including any Deposit Account debits or credits, any other transfers or remote processing and presentment services, or any other charges or fees incurred by use of the Mobile Treasury Management Services. Unless subject to other provisions of this Agreement or other applicable law, Customer further understands and agrees that Bank will not be liable for any loss or damage incurred when an unauthorized person gains access to the Mobile Treasury Management Services. CUSTOMER AGREES TO INDEMNIFY BANK AND HOLD BANK HARMLESS IF BANK ACTS WITH ORDINARY DUE CARE AND IN GOOD FAITH IN RESPONDING TO ANY MESSAGE SENT FROM ANY REGISTERED MOBILE DEVICE THAT IS PURPORTED TO BE SENT BY CUSTOMER.

Customer understands that it can send secure messages to Bank over the Internet by logging into the Business Online Banking Services from a personal computer with proper User ID, Password and AAI and selecting the "Messages" link. **Bank's use of its commercially reasonable security procedures for maintaining confidentiality and security of information shall constitute fulfillment of Bank's obligations to exercise due care.** Customer understands that information that it provides while using the Mobile Treasury Management Services may be stored on Bank's secured servers and protected by industry standard encryption techniques. However, Bank is not accepting any responsibility to archive any communications with Customer if transmitted or received using the Mobile Treasury Management Services beyond the time required by applicable law, if any, or as stated in this Agreement, whichever is longer. Customer understands that it is responsible for accessing, opening and reading messages, alerts and other communications sent to any registered Mobile Device. It is Customer's responsibility to notify Bank if any message, alert or other communication is not accessible, is incomplete or is unreadable. The use of Mobile Treasury Management Services via any Mobile device is interrupted for any reason, Customer agrees to log into Business Online Banking Services to determine if the previously entered transaction is displayed. If Customer cannot reestablish a connection, or ascertain the status of any previously entered transaction, Customer will call Treasury Management Solutions - Treasury Operations (713) 629-2850. **TO AVOID A DUPLICATE TRANSACTION, CUSTOMER WILL NOT REISSUE A TRANSACTION DURING THE INTERRUPTED SESSION UNLESS CUSTOMER IS ADVISED TO DO SO BY A TREASURY MANAGEMENT SOLUTIONS - TREASURY OPERATIONS REPRESENTATIVE. CUSTOMER AUTHORIZES BANK TO PAY ANY DUPLICATE TRANSACTION, AND BANK IS NOT RESPONSIBLE FOR ANY THIRD PARTY'S REFUSAL TO RETURN ANY FUNDS RESULTING FROM A DUPLICATE TRANSFER.**

9. Oral Instructions. At Bank's option, Bank may honor Customer's oral instructions regarding Service(s). Customer agrees that Bank may in good faith rely on any such oral instructions, which purport to come from Customer, including any Authorized Party or Customer's agent without independent verification by Bank unless Security Procedures require otherwise.

10. Erroneous Instructions. CUSTOMER AGREES THAT TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BANK WILL NOT BE LIABLE FOR ANY INSTRUCTION, FUNDS TRANSFER ORDER, AMENDMENT OR CANCELLATION, OR ANY LOSS ARISING THEREFROM, ERRONEOUSLY TRANSMITTED BY CUSTOMER OR

ANYONE AUTHORIZED BY CUSTOMER HEREUNDER OR CONTAINING AN ERROR IN CONTENT AS PROVIDED BY CUSTOMER OR ANYONE AUTHORIZED BY CUSTOMER HEREUNDER, REGARDLESS OF WHETHER BANK FOLLOWED THE SECURITY PROCEDURES AGREED UPON HEREIN OR ANY APPLICATION HERETO.

11. Inconsistent Name and Identifying Number. If any Funds Transfer instruction by Customer describes the intended recipient of funds inconsistently by Name and Account Number, Customer agrees that payment by the receiving bank (which may be Bank) may be made on the basis of the account number alone even if that account is not owned by the person or entity named in the funds transfer instruction. If any funds transfer instruction identifies an intermediary bank or the payee's bank inconsistently by name and identifying number, Customer agrees that Bank may rely solely on the identifying number as the proper identification of the intermediary bank or the payee's bank even if it identifies a bank different from the bank Customer identified by name. To the extent permitted by applicable law, Customer acknowledges and agrees that its obligation to pay Bank the amount of the funds transfer pursuant to a funds transfer instruction will not be excused in any circumstance described in Section 10 above and that Customer will reimburse Bank for any losses or expenses Bank incurs as a result of Bank's reliance on the identifying number provided in the funds transfer instruction.

12. Account Holder's Liability for Funds Transfers. Customer agrees to be bound by any funds transfer, amendment or cancellation to a funds transfer issued in Customer's name and received by Bank, whether or not authorized, if Bank accepts the funds transfer, amendment or cancellation in good faith and in compliance with the Security Procedures agreed to herein. In the event that a funds transfer is unauthorized but effective pursuant to the Security Procedures agreed to herein, Bank is entitled to enforce or retain payment for the funds transfer from Customer unless Customer can prove that the funds transfer was not caused, directly or indirectly, by a person (i) entrusted at any time with duties to act on Customer's behalf with respect to such funds transfer or the Security Procedures; or (ii) who obtained access to Customer's transmitting facilities or who obtained, from a source controlled by Customer and without authority of Bank, information facilitating breach of the Security Procedures, regardless of how the information was obtained or whether Customer was at fault.

13. Account Reconciliation and Reporting of Discrepancies.

- (a) Generally. The Deposit Account statements provided to Customer by Bank will notify Customer of (i) the execution of funds transfers and all debits or credits to accounts of Customer held by Bank resulting from transactions pursuant to the Agreement; and (ii) amounts debited by Bank from the account(s) for payment of fees for the Services hereunder or other charges pursuant to the Agreement. Customer agrees that Bank will not be required to provide any other notice to Customer of the execution of any funds transfers, debits, credits or charges.
- (b) Notification of Discrepancies. Customer agrees to promptly report to Bank any discrepancies between Customer's records and Bank's records and/or Deposit Account statements and any relevant facts pertaining to a potentially unauthorized or erroneous funds transfer of any kind. (i) For funds transfers, such report should be made within thirty (30) calendar days from the date Customer receives notice from Bank that the funds transfer was processed or that Customer's account was debited with respect to the funds transfer. Customer's failure to notify Bank of any such discrepancies may result in Customer forfeiting any interest potentially due on the amount of the unauthorized or erroneous funds transfer due to Customer's failure to provide notification within thirty (30) days as stated herein. (ii) For all ACH transactions that are believed to be unauthorized or erroneous, such report should be made no later than one (1) Business Day following the date of the unauthorized or erroneous entry so that Bank can return the item to the Originating Depository Financial Institution (the "ODFI") within the two (2) Business Day period required under NACHA Rules. Failure to do so for debits against an account will preclude Bank from returning the transaction through the ACH system and re-crediting the account. At Customer's request, Bank will go outside the ACH system and request

a credit from the ODFI based on a violation of the ODFI's warranty that the transaction was authorized.

- (c) Foreign Currency Exchange Conversions. Bank assumes neither risk of loss nor any liability, which any person (including Customer) may suffer by reason of foreign currency exchange conversions.

14. Settlement of Obligations. To the fullest extent permitted by applicable law, Customer authorizes Bank to obtain payment of Customer's obligations to Bank under the Agreement from time to time by (i) initiating debit or credit transfers to any of the Deposit Accounts; or (ii) deducting the payment from the amount of any bank transfer. Such obligations include, without limitation, fees owed to Bank, in conjunction with any of the Services or otherwise, and settlement for funds transfers initiated pursuant to the Agreement. At the time any Deposit Account is closed (whether by Customer, by Bank, or otherwise) or any Service is terminated (whether by Customer, by Bank, or otherwise), Customer agrees that all such fees and other obligations will be immediately due and payable to Bank, and Customer authorizes Bank to withhold the amount of any such fees and other obligations from any Deposit Account. Debiting a Deposit Account or deducting payment from the amount of any bank transfer is not Bank's exclusive remedy under this or any other Section of the Agreement, and Bank will not be deemed to have made an election of remedies by making any such debit or deduction on any one or more occasions.

15. Cooperation in Loss Recovery Efforts. Except as otherwise stated in the Agreement, in the event of any damages for which Bank or Customer may be liable to the other or to a third party with respect to the Service(s), Bank and Customer will undertake commercially reasonable efforts to cooperate with each other (as permitted by applicable law) in performing loss recovery efforts and in connection with any action(s) that the relevant party may be obligated to defend or elect to pursue against a third party.

16. Fees.

- (a) Generally. Bank reserves the right to change any fee schedule at any time and from time to time upon not less than thirty (30) days prior written notice to Customer, but no change shall be effective for any period prior to the effective date of such notice. Applicable fees do not include, and Customer will be solely responsible for payment of any sales, use, excise, value added, utility tax, or tariffs relating to the Service(s) provided hereunder, and for all telephone charges, Internet access service charges, tolls, tariffs, and other costs for Online Banking Services initiated by Customer or Customer's authorized users.
- (b) Payment of Fees. Any amount(s) due Bank for the Service(s) as determined by Bank's Account Analysis system will be charged as a direct fee debited to Customer specified Deposit Account. If Customer specified Deposit Account has insufficient funds to pay any amount due; Bank may debit any Deposit Account maintained by Customer at Bank, whether or not such debit creates an overdraft. If there are no Deposit Accounts at Bank with sufficient funds to cover the amount due Bank, Customer agrees to pay such amounts directly to Bank upon demand. Customer also agrees to reimburse Bank for any actual expenses Bank may incur to effect, administer or revoke any Service(s). In the event any fees or taxes are owed to Bank and are not paid; Bank shall have no obligation to execute any Service for Customer, or to continue any Service(s) previously provided to Customer. Any fees or charges for Services not settled as provided for herein within thirty (30) days of the date they were first charged to Customer specified account will bear interest until paid to the lesser of one and one half percent (1.5%) per month or the maximum interest rate allowed by applicable law.

For Customers on Account Analysis, fees shall be offset in whole or in part by applying earnings credit obtained through Account Analysis. Earnings credit is calculated by Bank for Customer's Account(s), based on applying a rate established by Bank from time to time to the total of Customer's collected balances. Customer will receive an Account Analysis statement that will disclose the analyzed fees for the applicable

period and the earnings credit rate. Any Service Fees and other costs payable by Customer that exceed the earnings credit for the applicable period will be deducted from the Payment Account on a monthly basis. Similarly, if Customer does not qualify for Account Analysis, Service Fees shall be deducted from the Payment Account on a monthly basis and Customer agrees to maintain sufficient funds in the Payment Account to pay the Service Fees as such fees become due. In addition to Service Fees, Customer will be responsible for:

- i. all reasonable attorneys' fees and other costs and expenses Bank may incur in collecting amounts Customer owes Bank in connection with any Service;
- ii. the amount of any taxes levied or based on the Service Fees, if any, including without limitation, federal, state or local privilege, excise or sales taxes; and
- iii. any third-party expenses incurred on behalf of Customer.

17. Use of Third Party.

- (a) Bank's Use of Third Party. Bank's ability to provide certain Services depends on its ability to provide access to third party networks and other third-party services. In the event Bank determines, in its sole discretion, that it is unable to provide third party network or services access, Bank may discontinue the related Service or may provide the Service through an alternate third party network or service, and shall have no liability for the unavailability of such Service.
- (b) Customer's Use of Third Party. Customer shall notify Bank in writing as specified in Section 4(e) of the name of any third party whom it hires, employs, or to whom it delegates its duties or responsibilities under the Agreement, before that third party initiates any transaction or performs an obligation authorized or required under the Agreement. Customer agrees that it shall be solely responsible for all acts of any such third party. Customer shall provide information including financial information which Bank may, in its sole discretion, require from time to time regarding any third-party vendor which Customer hires, employs, or retains in any manner, to initiate transactions or assume any of Customer's duties under the Agreement. Customer understands and agrees that because of the risks involved in certain of the Services that Customer may utilize, Bank may refuse, in its sole discretion, to provide such Services to Customer if the third party retained by Customer does not meet Bank's qualification criteria. Bank's acceptance of any third party retained by Customer based on Bank's qualification criteria is not a representation or warranty by Bank regarding the fitness of the third party's capabilities or financial condition, nor is such acceptance by Bank an endorsement of any third party's ability to perform the third party services for Customer. Customer agrees that it shall not allow any third party to use any Service hereunder or to process any third party's transactions pursuant to the Services hereunder through Customer or its accounts without Bank's prior written consent.
- (c) Customer's Provision of Services to Third Party. If Customer is an entity that will be providing remittance, accounting, or similar services to its third-party customers, then Customer must contact Treasury Management Solutions and enter into a separate agreement with Bank to conduct such activities.

18. Courier Agreements. Customer may utilize a courier to conduct transactions pursuant to the Agreement. In so doing, Customer agrees at all times and in all respects, regardless of the source of payment for the courier services, that (i) the courier is the agent of Customer and not Bank; (ii) Bank makes no representations or warranties regarding any courier, and assumes no responsibility with respect to any services performed or promised by any courier; and (iii) Customer assumes all risk of loss (including loss or theft by third Party or employees of Customer or the courier) prior to Bank's acceptance of such transactions from the courier and subsequent to the courier's acceptance of transactions from Bank. Customer agrees that Customer and the courier will be responsible for all loss recovery procedures and processes, although Bank may undertake

commercially reasonable efforts to facilitate loss recovery.

19. Proprietary Property. Customer acknowledges and agrees that all trademarks, trade names, service marks, copyrights, programs, specifications, software, systems designs, applications, routines, techniques, enhancements, software codes, test keys, security devices, Security Procedures, documentation, manuals, ideas and formulas (collectively, referred to herein as the "Bank Proprietary Property") utilized or developed and provided by Bank in connection with the Agreement and the Services provided hereunder, whether online via Bank's web site or otherwise, are proprietary property of Bank having great commercial value to Bank. Customer shall have no ownership interest in Bank Proprietary Property or other rights related thereto, and Customer agrees to keep Bank Proprietary Property confidential at all times. Customer may use Bank Proprietary Property only for the purposes for which it was provided by Bank and shall notify Bank immediately of any breach of this Section of which it becomes aware. Bank may require Customer to license specific software in order to receive a particular Service. Unless agreed to the contrary between the Authorized Party with regard to certain Services, with such agreement approved by Bank in Bank's sole discretion, upon termination of the Agreement or any applicable Service, such license in Bank's Proprietary Property and any licensed software shall automatically expire and Customer agrees to immediately cease using any Bank Proprietary Property and any licensed software relating to the Service or Services affected by such termination. Additionally, and unless contrary to prior agreement regarding the software, Customer agrees to erase any software comprising Bank Proprietary Property and relating to the Service or Services terminated to the extent such software is stored in Customer's computers, and, at the request of Bank, to return all copies of all items relating to Bank Proprietary Property which are in the possession of Customer. Alternatively, and at Bank's option, Customer will destroy all copies of all items relating to Bank Proprietary Property which are in the possession of Customer and, upon request from Bank, provide written certification to Bank that such destruction has occurred.

20. Confidentiality. Customer and Bank each agree that all information concerning the other party or Party which comes into its possession in connection with any Service and/or the performance of the Agreement including, but not limited to, software licensed to Customer by Bank, user guides, and Security Procedures including security access codes, keys, PINs, template numbers, or any other AAI, will be maintained as confidential and shall not be used or divulged to any other party except as may be appropriate to enable Bank to provide the Service or as required by applicable law. Customer agrees that Bank may share any information concerning Customer's accounts and account transactions with any of Bank's affiliates, subsidiaries, parent Company or service providers and to the extent Bank determines necessary, with Customer's third-party processor(s), and state or federal regulators.

21. Customer Records; Ownership of Data; Response to Data Security Breach Incidents; Responsibility for Loss.

- (a) Customer Records. The Agreement will not relieve Customer of any obligation imposed by law, contract, or otherwise regarding the maintenance of records or from employing adequate audit, accounting and review practices. Customer shall retain and provide to Bank upon request all information necessary to remake or reconstruct any deposit, transmission file, or entry for at least ten (10) Business Days following receipt by Bank of the deposit, transmission file, entry, or other order affecting any of Customer's account(s); provided, however, that Bank's records, kept in the ordinary course of business, will be presumed to accurately reflect the contents of Customer's instructions to Bank and, in the absence of manifest error, will be binding and conclusive.
- (b) Ownership of Data. The Authorized Party understand, acknowledge and agree that all data provided by Customer to Bank (including, but not limited to, electronic images of Substitute Checks retained on any Processing Equipment, Processing Software, or any other processing equipment or software (including Customer's computer) used by Customer in conjunction with Digital Deposits), and all data produced, compiled

or otherwise provided by Bank to Customer, in any form or format, is the sole and exclusive property of Customer and copies thereof shall be provided to Customer at Customer's request from time to time and at any time ("Customer owned Data"). Once Customer owned Data is delivered by Bank to Customer, retrieved by Customer from Bank, or otherwise created as a by-product of a transaction between Customer and Bank and retained by Customer, such Customer owned Data is solely within Customer's possession and control.

- (c) Response to Data Security Breach Incidents. As stated in Section 6 above, Customer has the sole responsibility for security and protection of Customer owned Data. In the event of any security breach incident involving any potential or actual unauthorized access or acquisition of Customer owned Data (e.g. computer hacking, virus attack, or theft or loss of any equipment containing Customer owned Data), it is Customer's sole responsibility to determine whether Customer has the obligation, under applicable law, to notify potentially affected individuals whose sensitive PII may have been compromised by the security breach incident. Customer must conduct, at its sole cost and expense, any audit and forensic investigation of such security breach incident. Customer bears the sole responsibility for any and all costs of complying with required data breach notifications to individuals, credit bureaus and/or governmental entities as required by applicable law, and any and all costs for credit report monitoring or fraud monitoring associated with such security breach incident.
- (d) Responsibility for Loss. If, despite Customer efforts, Customer suffers any damage or loss as a result of any unauthorized access or data security breach (e.g. computer hacking, virus attack, or theft or loss of equipment or other information containing Customer owned Data), and regardless of whether such unauthorized access or breach results from the activities of Customer's employees, agents, subcontractors, or any unaffiliated third party, any such loss or damage shall be the sole responsibility of Customer.

22. Representations and Warranties by Customer. For purposes of this Section 22 and the Agreement, the following definitions apply:

"Affiliate" means a person who controls, is controlled by, or is under common control with another person.

"Organization" includes, but is not limited to, a corporation, limited or general partnership, limited liability partnership or limited liability limited partnership, limited liability company, business trust, real estate investment trust, cooperative, association, or other organization, regardless of whether the organization is for-profit, nonprofit, domestic or foreign.

"Parent" means an organization that, directly or indirectly through or with one or more of its subsidiaries: (i) owns at least 50 percent of the outstanding ownership or membership interests of another organization; or (ii) possesses at least 50 percent of the voting power of the owners or members of another organization.

"Person" includes a corporation, organization, government or governmental subdivision or agency, business trust, estate, trust partnership, association and any other legal entity.

"Related Entity" means either (i) a Parent, (ii) a Subsidiary, or (iii) an Affiliate of Customer.

"Subsidiary" means an organization for which another organization, either directly or indirectly through or with one or more of its other subsidiaries: (i) owns at least 50 percent of the outstanding ownership or membership interests of the organization; or

- (ii) possesses at least 50 percent of the voting power of the owners or members of the organization.

Customer represents, warrants and agrees that (i) the execution, delivery and performance by Customer under the Agreement are within Customer's powers, have been duly authorized by all necessary action and do not contravene Customer's governing documents (if any) or any law or contractual restrictions; (ii) no authorization, approval or other act, and no notice to or filing with any governmental authority or regulatory body is required for the execution, delivery and performance by Customer of the Agreement;

(iii) the Agreement constitutes the legal, valid and binding obligation of Customer and that the Agreement is enforceable against Customer in accordance with the terms of the Agreement; (iv) no information furnished by Customer to Bank in connection with the Agreement is inaccurate in any material respect, contains any material misstatement of fact, or omits any fact necessary to make such statements not misleading, as of the date it is dated, or if not dated, the date it is given to Bank; and (v) Customer has not been induced to enter into the Agreement by any representations or statements, oral or written that have not been expressly incorporated herein by reference. Customer agrees to deliver to Bank, upon execution of the Agreement and at any time upon Bank's request, a certified copy of a duly adopted resolution, unanimous consent or other similar corporate document or official record authorizing the execution of the Authorization and Agreement and the granting of authority to the person(s) identified therein.

In addition, in the event that Customer desires to obtain any Services under this Agreement for any of Customer's Related Entities, as Customer shall list such Related Entities in any addendum, exhibit or schedule used in connection with this Agreement, Customer makes the following additional representations and warranties to Bank each time that Customer lists a Related Entity that is authorized to obtain Services under this Agreement: (vi) if Customer is a Parent of any Subsidiary Related Entity listed, that Customer is authorized under applicable governing documents to exercise both the voting power and equity of the Related Entity, and that no third party holds any veto power or approval right over (a) Customer's ability to appoint a majority of the directors, managers or other members of the Related Entity's governing body, (b) Customer's ability to determine the Related Entity's strategy and direction, or (c) Customer's ability to bind the Related Entity to this Agreement; (vii) if Customer is a Subsidiary of any Parent Related Entity listed, that Customer has been duly authorized by the Parent to enter into this Agreement, to bind the Parent to this Agreement and to take all necessary actions to obtain Services under this Agreement, and that no third party holds any veto power or approval right over Customer's ability to fulfill Customer's obligations under this Agreement; (viii) if Customer is an Affiliate of any Affiliate Related Entity listed, that Customer is duly authorized by its governing documents, or by actions of the Affiliate Related Entity, to enter into this Agreement, to bind the Affiliate Related Entity to this Agreement, and to take all necessary actions to obtain Services under this Agreement, and that no third party holds any veto power or approval right over Customer's ability to fulfill Customer's obligations under this Agreement.

23. Compliance With Laws. Bank and Customer each agree to comply with provisions of all applicable federal, state, county, and municipal laws, regulations, and ordinances, and each party shall be responsible for obtaining any and all authorizations from any applicable governmental authority that may be required for the party to perform hereunder. Customer hereby agrees to:

(i) comply with the applicable laws of the State of Texas and of the United States, including, but not limited to Bank Secrecy Act, the U.S.A. PATRIOT Act, and sanctions enforced by the U.S. Treasury Department's "Office of Foreign Assets Control" ("OFAC"); (ii) comply with applicable federal and state privacy laws and regulations; and (iii) obtain all information regarding the list of sanctioned individuals periodically issued by OFAC, and refrain from engaging in prohibited transactions with such sanctioned individuals or entities (particularly if Customer is providing third-party ACH processing services to other entities, as permitted in Bank's sole and absolute discretion). Customer agrees that it shall not use any Services, including Digital Deposits, in any manner that is designed or has the effect of violating or evading any laws with regards to currency controls, money laundering, banking secrecy, or unlawful Internet gambling (including, but not limited to, any "restricted transactions" as defined under the Unlawful Internet Gambling Enforcement Act).

24. Limitations of Liability.

(a) Generally. To the extent permitted by law, and except for the remedies provided expressly herein for breach of the Agreement, Customer agrees that Bank will have no liability whatsoever for any loss, damage, or claim

(collectively, a "Claim") arising out of the performance of or non-performance of any Service in accordance with the terms of the Agreement, **EVEN IF SUCH CLAIM ARISES, IN WHOLE OR IN PART, FROM BANK'S NEGLIGENCE**, but excluding any claim arising from Bank's gross negligence or willful misconduct. Bank's duties and responsibilities to Customer are strictly limited to those described in the Agreement, except with respect to any provisions of the law which cannot be varied or waived by agreement. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BANK WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS) OR FOR ANY INDIRECT LOSS THAT CUSTOMER MAY INCUR OR SUFFER IN CONNECTION WITH THE SERVICES PROVIDED HEREUNDER (EVEN IF BANK HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES.** Any third-party service provider used by Bank is an independent contractor and not Bank's agent. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BANK AND ITS AFFILIATES AND SUPPLIERS MAKE NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ABOUT ANY OF THE SERVICES, ANY PROCESSING EQUIPMENT OR ANY PROCESSING SOFTWARE DESCRIBED IN THIS AGREEMENT, AND HEREBY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.** To the fullest extent permitted by applicable law, and without limiting the generality of the foregoing, Bank shall not be liable at any time to Customer or any other person or entity for loss, charge, fee, penalty, expense or other damage resulting from any failure or delay of the performance of Bank's responsibilities under the Agreement which is caused or occasioned by any act or thing beyond Bank's reasonable control, including, without limitation, legal restraint, interruption of transmission or communication facilities, equipment failure, electrical or computer failure, war, emergency conditions, acts of God, fire, storm, or other catastrophe, or inability to obtain or delay in obtaining wire services, Internet access, electronic transfers, or electronic file exchange, or refusal or delay by a service provider or another bank or financial institution. In addition, Bank shall be excused from any failure or delay in executing a transaction hereunder, if such execution would result in the violation of any applicable state or federal law, rule, regulation or guideline. To the fullest extent permitted by applicable law, Customer agrees that Bank shall not have any liability whatsoever for any loss caused by the act, error, or omission of Customer or any other person, including, without limitation, any service provider, any Internet access service provider, any federal reserve bank or transmission or communications facility or any intermediary or receiving financial institution, and no such person shall be deemed Bank's agent. Customer understands and agrees that the fees charged for the performance of the Service(s) have been established in contemplation of these limitations on liability.

- (b) Statute of Limitations. Customer agrees that any Claim, action, suit or proceeding against Bank for damages resulting in any respect from its acts or omissions in its performance of the Service(s) hereunder must be brought within two (2) years from the date of Bank's alleged act or omission.
- (c) Notification in the Event of Claim. Customer agrees to immediately notify Bank of any Claim by Customer, or any Claim that is made to Customer by a third party, where an act or omission by Bank in connection with any Service is alleged to have caused Customer or such third party to sustain any damages.
- (d) Other Limitations. Customer agrees that any Deposit Accounts it may have at Bank may be subject to additional liability limitations that are described in the Deposit Account Agreement for any such account(s).
- (e) Reporting of Errors. Customer acknowledges that it is not possible for Services provided by Bank hereunder to be free of operator, program or equipment error, and those errors in processing and compiling account data may occasionally occur, requiring adjustments. As such, Customer agrees to review and verify all results

and to maintain adequate controls for insuring both the accuracy of data transmissions and the detection of errors. Unless otherwise required by law, Bank's sole responsibility for reporting errors caused by it will be to reprocess information and reports for the applicable period in question and to submit corrected reports at its own expense to Customer.

25. Indemnification. TO THE EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO INDEMNIFY, DEFEND, RELEASE AND HOLD HARMLESS BANK AND ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS, INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY DAMAGE, LOSS, OR LIABILITY, INCLUDING WITHOUT LIMITATION FINES, PENALTIES, REASONABLE ATTORNEYS' FEES AND COURT COSTS (COLLECTIVELY, A "LOSS") WHICH RESULT, DIRECTLY OR INDIRECTLY, FROM BANK'S PROVIDING SERVICE TO CUSTOMER HEREUNDER, EVEN IF SUCH LOSS ARISES, IN WHOLE OR IN PART, FROM BANK'S NEGLIGENCE, BUT EXCLUDING ANY LOSS ARISING FROM BANK'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, UNLESS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT OR THE APPLICABLE DEPOSIT ACCOUNT AGREEMENT.

26. Specific Performance. Customer agrees that money damages may not be sufficient remedy for any breach of the Agreement and that Bank shall be entitled to specific performance in addition to any other remedies, at law or in equity, as a remedy for any breach.

27. Termination.

- (a) By Bank With Cause. Bank may, in its sole discretion, terminate the Agreement in its entirety or with respect to one or more specified Service(s) effective immediately if: (i) Customer fails to maintain adequate collected and available balances to cover all transactions, costs and expenses relating to one or more Service(s); (ii) there is an occurrence of a material change in Customer's credit and/or risk analysis criteria as determined by Bank in its sole and absolute discretion; (iii) Bank at any time determines that Customer or Customer's third party vendor does not meet Bank's risk or other qualification requirements; (iv) there is an occurrence of a material change in Customer's credit and/or risk analysis criteria as determined by Bank in its sole and absolute discretion, and Customer refuses to execute Bank's "Treasury Management Services Guaranty" upon request of Bank; (v) Bank discovers any willful misconduct (including but not limited to writing or knowingly passing bad checks, or types of fraudulent activity) on the part of Customer or any other party with respect to electronic images submitted by Customer if Customer utilizes Bank's Digital Deposits or originated electronic entries if Customer utilizes Bank's ACH Service; (vi) Customer is in default of any terms of a Service specific provisions of this Agreement where such default gives Bank the right to terminate, immediately or otherwise, the Agreement or a specific Service; (vii) Customer has selected a particular Service, but Customer has not used such Service for a period of time deemed to constitute an inactive Service by Bank (in Bank's sole discretion); (viii) Customer is in default of any terms of the Agreement or any other agreement with Bank; or (ix) Customer is in violation, in the opinion of Bank, of any applicable federal or state law, including the provisions of the Unlawful Internet Gambling Enforcement Act. In any of these events, Bank's sole obligation shall be to provide notice of its termination of the Agreement to Customer as soon as is commercially reasonable.
- (b) By Either Party for Any Reason. Either party may terminate the Agreement, with or without cause, in its entirety or with respect to one or more specified Service(s) at any time, upon thirty (30) days written notice to the other of its intent to do so.
- (c) Rights and Responsibilities Upon Termination. In the event of termination of the Agreement or any Service hereunder, the rights and responsibilities of the Party shall continue through any applicable settlement period including Customer's responsibility to pay Bank for Service(s), and to maintain a Reserve Account as otherwise stated in this Agreement, with respect to transactions processed prior to the effective date of

termination. If this Agreement, or any Service, is terminated by Bank, Bank may accelerate all amounts due and to become due under this Agreement, and Customer shall promptly make full payment to Bank of all amounts due and amounts incurred under this Agreement. If Customer utilizes Digital Deposits, termination of this Agreement for any reason shall automatically terminate the limited license to the Processing Software granted in the Digital Deposits Section, and Bank has the right to demand immediate return of the Processing Software, the Processing Equipment and all Documentation (as those terms are defined in the Digital Deposits Section). In the event that Customer fails to immediately return such items upon the written demand of Bank, Bank shall have the authority to enter the premises of Customer to remove such items.

28. Governing Law; Dispute Resolution; Arbitration; Statute of Limitations. Customer and Bank agree that any controversy or Claim between Customer and Bank, or between Customer and any of the officers, employees, agents, or affiliated companies of Bank, arising out of or relating to the Agreement, or any of the transactions contemplated under the Agreement, or any of the Services provided pursuant to the Agreement, or any of the discussions or negotiations leading up to the making of the Agreement, or any relationship that results from any of the foregoing, whether based in contract, or an alleged tort, or on any other legal theory, and whether asserted as an original or amended claim, counterclaim, cross claim, or otherwise, shall be governed by federal law and all applicable substantive laws of the State of Texas (without regard to its conflict of laws principles). Bank is located in Texas and that is where Customer opens Customer account(s). In addition, Bank is subject to certain federal and state regulations, Federal Reserve Bank Rules and Operating Circulars, national and local clearing house rules, and general commercial bank practices applicable to accounts such as those held by Customer and Services such as those offered hereunder. Customer agrees that if there is any inconsistency between the terms of this Agreement and any applicable law, regulation or rule, the terms of this Agreement will prevail to the extent any such law, regulation or rule may be modified by agreement.

All disputes arising from or related to your Account or this Agreement shall be governed by the substantive laws of the State of Texas (without regard to its conflict of laws principles). Bank is located in Texas City, Texas and that is where your Account is maintained. Governing Texas law may be supplemented as necessary by federal law.

THIS AGREEMENT PROVIDES FOR THE BINDING ARBITRATION OF ALL DISPUTES THAT CANNOT BE RESOLVED BY NEGOTIATION OR MEDIATION. THIS MEANS ALL DISPUTES ARISING OUT OF, OR RELATED IN ANY WAY TO YOUR ACCOUNT OR THIS AGREEMENT, REGARDLESS OF ANY PRIOR AGREEMENT, DISCUSSION OR UNDERSTANDING, SHALL BE RESOLVED BY BINDING ARBITRATION, AND NOT THROUGH LITIGATION OF ANY KIND, IN ANY COURT, BY ANY JUDGE, BY ANY JURY OR OTHER TRIBUNAL (EXCEPT FOR MATTERS IN SMALL CLAIMS COURT). THIS AGREEMENT TO ARBITRATE ANY AND ALL DISPUTES IS ENTERED INTO PURSUANT TO THE TEXAS CIVIL PRACTICE AND REMEDIES CODE, CHAPTER 171, "THE TEXAS GENERAL ARBITRATION ACT", AND AS NECESSARY, PURSUANT TO THE FEDERAL ARBITRATION ACT 9 USC, §§1-16.

Prior to binding arbitration described in this Agreement, you and Bank shall first attempt to resolve any dispute arising out of your Account or this Agreement through negotiation. Such negotiation may include an "in person" meeting between you and Bank at a mutually agreed time and place, and an exchange of documents pertaining to the dispute. Such negotiation shall be conducted in good faith, and confidential customer information disclosed or discussed in the course of the negotiation shall remain confidential as provided by law. If you decline to negotiate, you will be deemed to have waived your right to negotiate or mediate and your only remedy is binding arbitration. All costs and expenses associated with the negotiation of the dispute shall be paid by the party incurring such cost or expense.

If you and Bank are unable to resolve the dispute through negotiation, then you and Bank agree to submit the

dispute to mediation. Either you or Bank may request mediation upon written notice to the other party. Such mediation will be scheduled to take place within thirty (30) calendar days after the notice is given. You may designate the mediator. The person you select must: (i) have ten (10) years or more of practical working experience in the commercial banking industry, (ii) be an attorney licensed by the state of Texas, in good standing with the Texas State Bar, with substantial experience in the trial or resolution of commercial disputes, or (iii) be a member in good standing of the Texas Academy of Distinguished Neutrals. Bank shall make no objection to the mediator except for good cause shown. If you fail to designate a mediator, or fail to participate in the mediation, you will be deemed to have waived your right to mediate and your only remedy is binding arbitration.

The mediation shall occur in the county seat of the Texas county of your permanent residence or company headquarters, or if your permanent residence or company headquarters is outside of the state of Texas or the U.S., then in Texas City, Texas. All costs, expenses, and fees with regard to any mediation, except for each party's attorneys' fees, shall be divided equally between you and Bank, and you and Bank shall each be solely responsible for payment of your share of such costs, expenses and fees.

If the mediation is not successful, either you or Bank may file a claim in arbitration. Any request for arbitration must be by written request delivered to the other party by certified mail. The arbitration will be administered by the American Arbitration Association ("AAA") or like organization in accordance with the rules for resolution of commercial disputes and the Texas Arbitration Act.

For claims in excess of \$100,000 the matter will be decided by a panel of three arbitrators, one of whom shall be appointed by you and one by Bank. The third arbitrator shall be selected by mutual agreement of the Party. If you and Bank are unable to agree upon the appointment of the third arbitrator, your designated arbitrator and Bank's designated arbitrator shall jointly select an arbitrator who shall act as the third arbitrator on the panel of three. If the arbitrators cannot agree on the appointment of the third member, the AAA or like organization shall appoint the third member subject only to a disqualification for cause. Any person appointed or selected by you and Bank to serve as an arbitrator must: (i) have ten (10) years or more practical working experience in the commercial banking industry, (ii) be an attorney licensed by the state of Texas, in good standing with the Texas State Bar, with substantial experience in the trial or resolution of commercial disputes, or (iii) be a member in good standing of the Texas Academy of Distinguished Neutrals. If the third arbitrator is jointly selected by your and Bank's designees or by the AAA or like organization, that third arbitrator shall have these same industry or legal experience, or credentials described above. Arbitration shall occur in the county seat of the Texas county of your permanent residence or company headquarters, or if your permanent residence or company headquarters is outside the State of Texas or the U.S., then in Texas City, Texas. It is anticipated that the arbitration will take place within ninety (90) calendar days after notice is given. Also, you and Bank agree that the arbitrator(s) do not have authority to render a decision which contains reversible error of Texas or federal law, or to recognize a cause of action or remedy not expressly provided for under existing Texas or federal law. Where there is any conflict of law regarding an appeal of any decision of the arbitrators, you and Bank agree that Texas law shall control. The arbitrators shall have no authority to award punitive damages, or any other relief not measured by the prevailing party's actual damages (e.g., two times actual damages). The arbitrators shall in no event, have any power or authority to consolidate claims asserted by different claimants or counter-claimants, adjudicate any claims presented to them on a class wide basis, treat any claimant or counter-claimant as a representative of a class of claimants or counter-claimants, or award any relief on a class-wide basis.

The arbitrator(s) shall express their decision in a written award supported by findings made by the arbitrator(s) and signed by all. Judgment may be entered upon any award in any court having jurisdiction. You and Bank agree that the fact of the arbitration, all sub-missions to and proceeding before the arbitrators, and the written decision and findings of the arbitrators shall remain confidential between you and Bank unless necessary to appeal to a

secure judicial review or confirmation, or as required by law.

The only exception to the negotiation, mediation or arbitration of disputes is that you have the right to pursue a claim in a small claims court instead of arbitration if the claim is within that court's jurisdiction and proceeds on an individual basis. This agreement to arbitrate will apply without limitation, regardless of whether (i) your account is closed; (ii) you pay us in full any outstanding debt you owe; or (iii) you file for bankruptcy.

The agreement to arbitrate applies whenever there is a dispute between you and Bank and if a third party is also involved in the dispute, then the dispute will be decided with respect to the third party in arbitration as well. The third party must be named as a party in accordance with the rules of procedure governing the arbitration. No award or relief will be granted by the arbitrator except on behalf of, or against, a named party.

For purposes of arbitration, "You" includes any person who is listed on your account, and "Bank" includes Texas First Bank, all its affiliates, and all third Party who are regarded as agents or representatives of ours. The arbitration may not be consolidated with any other arbitration proceeding.

As is referenced above, the AAA or like organization will be the arbitration administrator. That organization will apply its procedures in effect at the time the arbitration claim is filed. This Agreement will control any conflicts between its procedures and this Agreement. In the event that the AAA or like organization is unable to administer the dispute for any reason, then any dispute less than \$100,000 shall be arbitrated instead by a neutral arbitrator selected by agreement of the Party from the current membership roster of the "Texas Academy of Distinguished Neutrals" or, if the Party cannot agree, selected by the Academy's current Texas President from the current membership, Texas roster. Disputes in excess of \$100,000 where the AAA or like organization cannot serve shall be decided by a panel of three arbitrators selected in the manner and credentialed in the way described above. If the Party and the arbitrators cannot agree on the third arbitrator, the third arbitrator shall be designated by the President of the Texas Academy from the current roster of "Distinguished Neutrals" resident in Texas.

The arbitrator(s) will decide the dispute in accordance with applicable Texas law, including recognized principles of equity and statutes of limitations, conditions precedent to suit, and will honor all claims of privilege recognized by law. The arbitrator(s) will have the power to award to a party any damages or other relief provided for under applicable law. For disputes less than \$100,000 a single arbitrator will conduct the arbitration and will use substantive Texas law, and the applicable statutes of limitations or conditions precedent to suit, and will honor claims of privilege recognized at law. The arbitrator can award damages or other relief provided for by law to you or Bank, but not to anyone else. The arbitrator's authority is limited to the dispute between you and Bank. Disputes in excess of \$100,000 are subject to this same limitation.

The arbitrator(s)' decision, rendered in a reasoned opinion, will be final and binding on the Party. A party can file a written appeal to the arbitration administrator or request a new arbitration within thirty (30) days of issuance of the award. The appeal must request a new arbitration based on good faith objection to the reasoned opinion of the arbitrator(s) and shall be heard by three neutral arbitrators designated by the AAA or like organization. The panel will reconsider all factual and legal issues, following the same rules of procedure, and based on majority vote, determine whether any reversible error has occurred. Any final arbitration award, rendered in a reasoned opinion, will be binding on the named Party and enforceable by any court having jurisdiction.

Bank will pay any costs that are required to be paid by Bank under the arbitration administrator's rules of procedure. Even if not otherwise required, Bank will reimburse you up to \$500 for any initial arbitration filing fees you have paid. We will also pay any fees of the arbitrator and arbitration administrator for the first day of any hearing. If you win the arbitration, we will reimburse you for any fees you paid to the arbitration administrator and/or arbitrator. All other fees will be allocated according to the arbitration administrator's rules and

applicable law. If you believe that you are unable to afford any fees that would be yours to pay, you may request that we pay or reimburse them, and we will consider your request in good faith on a case by case basis.

Rules and forms may be obtained from, and Claims may be filed with the AAA or like organization at their respective offices on their web pages. Arbitration hearings will take place in the county seat of the Texas county of your permanent residence or company headquarters at the time the Claim is filed. If your permanent residence or company headquarters is outside the State of Texas or the U.S., the arbitration proceeding shall be conducted in Texas City, Texas.

This provision limits your rights to a jury trial. You should review this provision carefully. If (i) neither you nor we seek to compel arbitration of any dispute we have related to this Agreement, the Services, or any transactions involving the Services, or

(ii) some or all of these arbitration provisions are unenforceable, and we are in a dispute in a court of law, then each of us agrees to waive any right we may have to a jury trial to the extent allowable under Texas law.

You agree that, unless a different period is set forth herein, any claim, action, suit or proceeding against Bank for damages resulting in any respect from its acts or omissions in its performance under this Agreement must be brought within two (2) years from the date of Bank's alleged act or omission.

29. Assignment. Customer may not assign all or any part of its rights or obligations under the Agreement without Bank's prior express written consent, which may be withheld in Bank's sole discretion. No assignment will be valid or binding on Bank, and Bank will not be considered to have "knowledge" of it, until Bank consents and the assignment is noted in Bank's records. By noting the assignment, Bank does not, however, have any responsibility to assure that the assignment is valid. Bank may assign or delegate all or any part of its rights or obligations under the Agreement, including, without limitation, the performance of the Services described herein. The Agreement will be binding on and inure to the benefit of the successors and permitted assigns of either party.

30. No Third-Party Beneficiaries. The Agreement is for the benefit of Customer and Bank and is not intended to grant, and shall not be construed as granting, any rights to or otherwise benefiting any other person, except as expressly otherwise provided for in the Agreement.

31. Other Agreements; Severability; Construction. If any provision of the Agreement or of any writing used in connection with the Agreement is unlawful or unenforceable, each such provision or writing will be without force and effect without thereby affecting any other provision hereof. No waiver of the provisions herein shall be effective unless in writing and signed by the party to be charged with such waiver. No waiver shall be deemed a continuing waiver unless expressly so stated in writing. The headings in the Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in the Agreement should be construed so the singular includes the plural and the plural includes the singular. Any provision that by its terms or operation is designed to survive termination, expiration or cancellation of this Service shall so survive.

SERVICE SPECIFIC PROVISIONS

AUTOMATED CLEARING HOUSE (ACH) SERVICE

- 1. The Service.** This Section sets forth the terms and conditions relating to Automated Clearing House (ACH) Service (the "ACH Service ") and is applicable only to Customers who execute an Enrollment Form requesting ACH Service. By using ACH Service, Customer may transfer funds by means of originating ACH Entries which may be sent through the ACH Network or processed directly by Bank.
- (a) The ACH Network. The ACH Network consists of: (i) Originators who initiate the transaction (the "Entry"); (ii) Originating Depository Financial Institutions (the "ODFI") that receive payment instructions from Originators and forward them to the ACH Operator; (iii) the ACH Operator (normally the Federal Reserve Bank) which is a central clearing facility that receives and forwards transactions to Financial Institutions; (iv) Receiving Depository Financial Institutions (the "RDFI") that post the transactions to the accounts of their depositors; and (v) Receivers of transactions which are companies or persons who have authorized the Entry to their account.
- (b) Rules. Uniform Commercial Code; Rules. Uniform Commercial Code Article 4A ("Electronic Funds Transfers") states, as adopted in Texas (as Section 4A.501 of the Texas Business and Commerce Code), that the rights and obligations of a party to a funds transfer may be varied by agreement of the affected party. Under this general exception in the Uniform Commercial Code, the operation of the ACH Network is governed by NACHA's Operating Rules and Operating Guidelines (the "NACHA Rules"). Customer acknowledges receipt of a copy of the current NACHA Rules. Customer hereby agrees to comply with all NACHA Rules (including, but not limited to, ACH rules) as now existing or subsequently amended. Customer hereby understands and agrees that Bank is only able to provide ACH Service to Customer via Bank's role as both an ODFI and RDFI, as applicable, under the NACHA Rules, that Bank must comply with all of the NACHA Rules in order to provide ACH Service, and that Bank's compliance with the NACHA Rules includes, but is not limited to, immediately suspending or ceasing any ACH Service provided to Customer if Bank must, in Bank's sole and absolute discretion, take such action against Customer to comply with NACHA Rules and to avoid or mitigate any fines or penalties being assessed against Bank by NACHA for Customer's ACH activities. In addition to the other rights that Bank has under this Agreement, Customer understands and acknowledges that Bank has the right to audit Customer with respect to Customer's compliance with the ACH Service Specific Provisions of this Agreement and with respect to Customer's compliance with NACHA Rules. Customer must use the appropriate SEC code for each Entry that Customer originates, and Customer must comply with all NACHA Rules (including, but not limited to, authorization rules) regarding the appropriate SEC code used to originate an Entry.
- (c) Origination. Bank, as an ODFI, agrees to provide ACH Service to allow Customer to be an Originator of ACH Entries pursuant to the terms of the Agreement and this ACH Service Section.
- (d) Software and ACH / EDI Files. Bank offers an online computer application through Bank's Business Online Banking Service to assist Customer in creating transaction data in the proper format. Customer may use this application for formatting data or may use other data formatting software so long as such other software conforms to the NACHA Rules requirements for formatting. In order to receive Electronic Data Interchange ("EDI") data or addenda records, Customer can choose to receive a translated copy by email through Bank's FedLine Services.

2. ACH Service Approval and Underwriting Process.

- (a) Bank Approval and Monitoring of Customer's ACH Operations Risk. Customer agrees and acknowledges Bank shall provide ACH Service to Customer subject to Bank's prior approval. To obtain approval from Bank, Customer is required to undergo Bank's screening and risk analysis process regarding Customer's proposed ACH operations. In addition, after any initial approval for ACH Service by Bank, Bank shall also, from time-to-time and in its sole discretion (including the occurrence of certain events described in subsection (c) below), undertake additional ACH operations credit and risk analysis monitoring activities that are deemed necessary, in Bank's sole and absolute discretion, while Bank is providing ACH Service to an approved Customer. Customer agrees to cooperate with Bank regarding any ongoing risk analysis activities by Bank, including providing financial or other documents in a timely manner upon Bank's request, and taking any risk mitigation or other ACH Entry origination procedures as required by Bank.
- (b) ACH Operations Credit and Risk Criteria. Bank's ACH operations credit and risk analysis shall be based on certain factors deemed relevant by Bank in its sole discretion, including, but not limited to, the following factors: (i) the credit worthiness, financial condition and financial performance of Customer, particularly Customer's capital adequacy relative to Customer's ACH activity volume; (ii) the nature, conduct and geographic location of Customer's business, including whether Customer engages in certain high-risk ACH activities or transaction environments, or whether certain "Standard Entry Class" ("SEC") codes that Bank either deems to be high-risk or does not allow are present in Customer's ACH transactions; (iii) the historic level and dollar amounts of Customer's ACH returns, including any return levels or dollar amounts in excess of generally acceptable ACH return parameters (as determined by Bank in its sole discretion), or a sudden increase in Customer's ACH return levels; and (iv) whether Customer adheres to all authorization requirements set forth in detail in Section 5 below.
- (c) Material Change in Credit and Risk Analysis Criteria. In the event a Customer approved for ACH Service either fails to maintain the minimum risk analysis criteria as required by Bank, or if, in the opinion of Bank, Customer undergoes a material change in its operations that Bank believes increases the risk of Customer's ACH operations, then Bank may, in its sole discretion, take any and all of the following actions: require Customer to Prefund their ACH activities (as defined in Section 3 below); require Customer to establish a Reserve Account (as defined in Subsection (d) below); or suspend or terminate ACH Service to Customer, generally upon ten (10) days prior written notice from Bank, or suspend or terminate immediately upon notice to Customer, if Bank deems such immediate action necessary, in Bank's sole discretion, to comply with NACHA Rules. Events that constitute a material change in a Customer's business operations include, but are not limited to: (i) levels of ACH returns that exceed generally acceptable return levels (as determined by Bank); (ii) a significant or sudden increase in Customer's ACH return levels as compared to Customer's historic ACH return levels; (iii) significant changes in the nature of Customer's business, including its product and services lines or transaction environments; or (iv) the occurrence of any other event that Bank believes represents a material change in Customer's financial performance or financial condition. Upon learning of any such material change, Bank will inform Customer of the issue, and Bank may exercise its right to temporarily suspend Customer's ACH Service in order to investigate the issue. After investigation, Bank may invoke its rights to require Customer to Prefund ACH Service or to establish a Reserve Account, or Bank may, in its sole discretion, exercise its right to terminate ACH Service to Customer generally upon ten (10) days prior written notice from Bank, or immediately if Bank deems immediate termination necessary, in Bank's sole discretion, to comply with NACHA Rules.
- (d) Reserve Account. Upon written notification by Bank, a Customer shall immediately establish a separate account funded with an amount required to protect Bank against the risks associated with Customer's ACH

operations (the "Reserve Account"). Such Reserve Account must be established by the date requested by Bank, and the required Reserve Account amount expressly includes any existing or anticipated Customer-related ACH returns, including all fees, costs, fines and penalties assessed against either Customer or Bank associated with such Customer-related ACH returns. The Reserve Account will not bear interest, and Customer will not have any right or interest in the Reserve Account funds; provided that upon satisfaction of all of Customer's obligations under this Agreement, Bank will pay any funds remaining in the Reserve account no sooner than ninety (90) days after the effective date of termination of Customer's ACH Service pursuant to NACHA Rules and Federal Reserve Board's Regulation E. Effective upon the establishment of any Reserve Account, Customer irrevocably grants Bank a security interest in the Reserve Account and any and all funds in the Account, together with the proceeds thereof. Customer also agrees to execute and deliver to Bank such instruments and documents that Bank may reasonably request to perfect and confirm the security interest and Bank's right of setoff in the Reserve Account. Customer understands and acknowledges that Customer's failure to establish and fund a Reserve Account immediately upon Bank's request shall be grounds for immediate termination of Customer's ACH Service provided by Bank, with such termination in Bank's sole discretion.

- 3. Required Prefunding of ACH Credit Entries.** As a standard requirement and at its sole discretion, the Bank offers Customer the option of obtaining ACH Service on a prefunded basis ("Prefunding"). If Customer exceeds Bank's credit and risk analysis requirements to become fully approved for ACH Service, Bank may exercise its rights under Section 2 to permit a Customer approval without Prefunding. Under Prefunding, the Customer is required to pay in advance or immediately for all transactions originated and processed by the Bank regardless of the payment due or settlement date. If Customer's account has funds that are at least equal to the amount of the ACH Credit Entry file, then the ACH Credit Entry file will be processed as normal on the desired settlement date. However, if Customer does not have the necessary funds available in their account, then the ACH system will continue to check for funds up to the cutoff time of 5:00 p.m. Central Standard Time and if funds become available in Customer's account regarding an ACH Credit Entry file, the Bank's ACH department will release the batch to the ACH operator. If, however, the ACH Credit Entry file is unfunded, then Bank's ACH department will attempt to notify the appropriate Bank officer or Banking Center manager to inform such individual that the Prefunding Customer is trying to process an ACH credit Entry file without the necessary funds and attempt to contact Customer to fund the Account. If this option is not possible, then the ACH Credit Entry file will not be released but instead, deleted from Bank's system and Customer will be required to originate a new ACH Credit Entry file the following day. If Customer does not comply with Bank's Prefunding request, then such non-compliance shall be grounds for immediate termination of Customer's ACH Service provided by Bank, with such termination in Bank's sole discretion.
- 4. Delivery of Entries.** Customer shall deliver Entries through Bank's Business Online Banking Service or other data formatting software that conforms to the NACHA Rules requirements. Entries shall be deemed delivered to Bank when the applicable security procedures with respect to submission as set forth herein have been complied with and the submission to Bank is completed in accordance with the Agreement.

 - (a) Effective Date. Customer shall specify the date on which it desires each batch of Entries to be settled (the "Effective Entry Date"). The Effective Entry Dates specified for all Entries must be Business Days. Cutoff Times. Except for Same Day Entries, ACH Debit Entries shall be delivered to Bank no later than 5:00 p.m. Central Standard Time (1) Business Day prior to their Effective Entry Date, and ACH Credit Entries no later than 5:00 p.m. Central Standard Time two (2) Business Days prior to their Effective Entry Date (in each case, the "Cutoff Time").

- (b) The Cutoff Time for Same-Day Entries shall be 11:30 a.m. Central Standard Time. If Entries are delivered to Bank after the Cutoff Time on a Business Day, Bank may treat such Entries as having been received on the next following Business Day. Entries delivered to Bank shall be prepared and submitted in compliance with the formatting and other requirements as set forth in the NACHA Rules and in accordance with the provisions of the Agreement.
- (c) Sensitive Information. Customer shall not send banking information over an unsecured Internet connection. Communications sent to Bank over the Internet are considered unsecured unless the information is encrypted with at least the equivalent of 128-bit encryption technology or transmitted via a secure session using a commercially reasonable security technology that provides a level of security that is at least equivalent to 128-bit RC4 encryption technology. Banking information is sensitive personal or private information that includes, but is not limited to: banking routing number, account number, Social Security number, and ACH Entries. **CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY REQUESTS SENT VIA EMAIL OR OTHER ELECTRONIC COMMUNICATION TO BANK THROUGH AN UNSECURED ELECTRONIC NETWORK ARE IN VIOLATION OF BANK AND NACHA POLICY AND PROCEDURES. CUSTOMER UNDERSTANDS AND AGREES THAT BANK IS NOT LIABLE FOR ANY LOSS OR DAMAGE INCURRED BY CUSTOMER WHEN AN UNAUTHORIZED PERSON GAINS ACCESS TO ANY SUCH EMAIL OR OTHER ELECTRONIC COMMUNICATION. CUSTOMER AGREES TO INDEMNIFY AND HOLD BANK HARMLESS IF BANK ACTS WITH ORDINARY CARE IN GOOD FAITH BY RESPONDING TO ANY EMAIL OR OTHER ELECTRONIC COMMUNICATION PURPORTED TO BE SENT BY CUSTOMER. BANK'S IMPLEMENTATION OF ITS NORMAL PROCEDURES REGARDING RECEIPT AND MAINTENANCE OF CONFIDENTIAL INFORMATION CONSTITUTES ITS EXERCISE OF DUE CARE.**

5. Authorization of Entries. Customer shall:

- (a) Authorization. Obtain authorization from the "Receiver" of any Entry (e.g., Customer's employee or customer or other person whose account is to be debited/credited for the Entry) through either a written authorization agreement, as required by the NACHA Rules or by any other method of authorization allowed under and in accordance with the NACHA Rules, before initiating any Entry to the Receiver's account; such authorization agreement must authorize Customer to initiate Entries to the Receiver's account and to initiate, if necessary, entries and adjustments for any Entries made in error to the Receiver's account. Customer shall comply with all provisions of the federal Electronic Funds Transfer Act ("EFTA"), including the requirements of Regulation E promulgated by the U.S. Federal Reserve Board in accordance with EFTA, if applicable, and the provisions of the Texas Uniform Commercial Code Section 4A, if applicable. Furthermore, Customer shall perform its obligations in accordance with all other applicable laws and regulations, including but not limited to the foregoing with respect to obtaining and documenting authorization from the Receiver of any Entry. Customer understands, acknowledges and agrees that ACH Entries to a Receiver's account where the individual name does not match the account information will be posted based on the account information provided in the ACH transaction, not based on the name, individual identification or other information provided in the ACH Entry. It is the sole responsibility of Customer to verify that the individual signing the ACH authorization is in fact entitled to use the specified account. Customer may obtain and store the authorization by electronic methods as long as: (i) the electronic record accurately reflects the information in the document; (ii) the electronic authorization is similarly authenticated (e.g. through the use of a digital signature, PIN, password, shared secret, etc.); and (iii) the electronic record is capable of being accurately reproduced for future reference, whether by transmission, printing or other reproduction;
- (b) Retention of Authorization. Retain each such authorization agreement for so long as the same remains in effect and for a period of two (2) years after the termination or revocation of such authorization agreement;

- (c) Notice. Notwithstanding anything to the contrary contained in the NACHA Rules, provide positive notice to each Receiver that a pre-authorized Entry has been initiated or a correcting Entry has been made;
- (d) Proof of Authorization. Upon request from Bank or any RDFI, provide Bank or such RDFI with a copy of such Receiver Entry written authorization agreement, or documentation of such authorization, in accordance with the NACHA Rules;

6. Security Procedures. Customer and Bank shall comply with the following security procedures with regard to the delivery of Entries and requests for cancellation or amendment of Entries by Customer to Bank:

- (a) Delivery of Entries by Business Online Banking Services. The following procedures shall be followed in delivering Entries to Bank through Bank's Business Online Banking Services: (i) on the date that the Entry is transmitted, Customer (or an agent of Customer) will have initially logged into Bank's Business Online Banking Service using their log-in credentials, two-factor authentication and may require a Symantec.VIP Security Token code. Entries will require separate approval by another Authorized Party or User of Customer (or an agent of Customer) using their log-in credentials and two-factor authentication with a Symantec.VIP Security Token code as evidence of authorization and authentication for processing; and (ii) the Entry data will be deemed delivered to Bank when all steps as described in this Section have been complied with and the transmission is completed;
- (b) Delivery of Entries by Business Online Banking Services Pass-Thru. The following procedures shall be followed in delivering Entries to Bank through Bank's Business Online Banking Services Pass-Thru: (i) on the date that the Entry is transmitted, Customer (or an agent of Customer) will have initially logged into Bank's Business Online Banking Service using their log-in credentials, two-factor authentication and may require a Symantec.VIP Security Token code. Entries will require separate approval by another Authorized Party, Administrator or User of Customer (or an agent of Customer) using their log-in credentials and two-factor authentication with a Symantec.VIP Security Token code as evidence of authorization and authentication for processing; (ii) Customer must use data formatting software that conforms to the NACHA Rules requirements for formatting and (iii) the Entry data will be deemed delivered to Bank when all steps as described in this Section have been complied with and the transmission is completed;
- (c) Delivery of Entries by Transmission. The following procedures shall be followed in delivering transmitted Entries when applicable to Bank by FTP: (i) on the date that the Entry is transmitted, Customer (or an agent of Customer) shall send to Bank's ACH department authorization to process the Entries, delivered by either a facsimile or secure email to Bank's ACH department; (ii) as evidence of authorization for processing, an Authorized Party, Administrator or User of Customer must sign and be authenticated by Bank; (iii) the Effective Date for and the total dollar amount of Entries in the file, as included in the Entry data transmission, must match the information in the authorization; and (iv) the Entry data will be deemed delivered to Bank when all steps as described in this Section have been complied with and the transmission is completed;

7. Requests for Cancellations or Amendments. The Bank does not process cancellations or amendments of an Entry on behalf of Customer. Customer will be required to submit correcting Entry(s).

8. Exposure Limit; Monthly Limits.

Exposure Limit. The total dollar amount of all Entries delivered to Bank in any one file of Entries, plus all other Entries that remain unsettled in the ACH Network, shall not exceed the Exposure Limits set forth on the applicable Treasury Management Services Agreement and Summary Enrollment Form - Requested Service Options and Transaction \$ Exposure Limits ("Exposure Limits"). Exposure Limits are determined by Bank in its sole and absolute discretion as part of the ACH Service approval and underwriting process described in Section

2 above. In any one month, Exposure Limits should not exceed the amounts specified in the "Maximum Monthly \$ Limit" or "Seasonal \$ Limit" Section. Bank shall have the right to reduce Customer's Exposure Limit at any time immediately upon delivery of notice to Customer.

9. Processing, Transmittal and Settlement by Bank.

- (a) Processing. Except as otherwise provided in these ACH Service provisions, Bank shall (i) process Entries received from Customer conforming to the requirements of the NACHA Rules; (ii) transmit such Entries as ODFI to the ACH Operator; and (iii) settle such Entries as provided in the NACHA Rules.
- (b) Transmitting Credit Entries. Bank will transmit ACH Credit Entries by the deadline of the ACH Operator two (2) Business Days prior to the Effective Entry Date shown in such Entries, provided that in each case such Entries are delivered to Bank by the applicable Cutoff Time and, if the ACH Service are being provided to Customer on a Prefund basis, Customer has funds available. Credit Entries are subject to the NACHA Rules, which generally dictate that credit is given provisionally by the RDFI to the ACH Receiver for the Entry, until the RDFI has received final settlement through the ACH Network. If the RDFI does not receive such payment for such Entry, then under the NACHA Rules, the RDFI is entitled to a refund from the Receiver in the amount of the credit to the Receiver's Account and the Originator of the ACH credit Entry will not be considered to have paid the amount of the ACH Credit Entry to the Receiver.
- (c) Transmitting Debit Entries. Bank will transmit debit Entries designated for one-day settlement to the ACH Operator for one-day settlement by the deadline of the ACH Operator one (1) Business Day prior to the Effective Entry Date shown in such Entries.
- (d) Cut Offs. If Entries are delivered late (i.e., after the applicable Cutoff Time), or if the Effective Entry Date specified for the Entries is not a Business Day, then Bank may reject such Entries or Bank may, in its sole discretion, use its reasonable efforts to transmit such Entries to the ACH Operator by the next reasonably available deposit deadline of the ACH Operator following the applicable deadline specified in Section 2 of these ACH Service provisions. In no event will Bank be liable for any loss resulting from any failure of a Receiver's account to be debited/credited for an Entry on its Effective Entry Date which results from late delivery of the Entry to Bank, or which results from the Effective Entry Date specified for such Entry not being a Business Day.
- (e) On-Us Entries. All Entries received for debit/credit to an account maintained with Bank ("On-Us Entries") will be treated in accordance with this Section and as otherwise provided for in the Agreement.
- (f) Settlement.
 - i. Credit Entries. Customer authorizes Bank to debit Customer's account for ACH credit Entries processed for Customer either: (a) on the date the ACH credit Entry file is transmitted to Bank; or (b) for Prefunded Customers, on the date the file is submitted to Bank for Processing.
 - ii. Debit Entries. Bank shall credit Customer's Account for the amounts of debit Entries processed for Customer here-under on the settlement date for such Entries; it being expressly understood, however, that each credit to Customer's Account on account of a debit Entry is provisional until Bank receives final settlement for such Entry, and Bank may charge-back to Customer's Account the amount of any debit Entry credited to Customer's Account for which Bank does not, for any reason, receive final settlement.
- (g) Amendments to Entries. Customer authorizes Bank to credit Customer's Account for any amount received by Bank by reason of the return or cancellation of any credit Entry transmitted by Bank for which Bank has previously received payment (such credit to Customer's Account to be made on the date Bank receives such

amount), and to debit Customer's Account for the amount of any returned debit Entry (such debit to Customer's Account to be made upon receipt by Bank of the returned Entry), and to debit or credit (as applicable) Customer's Account for any amendments made to Entries or for corrected Entries resubmitted.

Customer agrees that upon termination of ACH origination activities by either Bank or Customer, Bank may require Customer to maintain an open Account with sufficient funds to accommodate any ACH Entries returned, or any other costs, associated with any ACH transactions occurring prior to the termination of ACH origination activities. This Account shall remain available for a minimum period of sixty (60) days, or longer if Bank believes, in its sole discretion, that such time extension is necessary to accommodate additional ACH Entry returns or associated costs.

10. Rejection of Entries. Bank may reject any Entry (or group of Entries) which does not comply with, and/or is not delivered in accordance with, the requirements of this Agreement, or which contains an Effective Entry Date more than thirty (30) Business Days after the Business Day such Entry(s) is received by Bank. Bank shall also have the right to reject any Entry (including On-Ups Entries) for any reason for which an Entry may be returned under the NACHA Rules. Bank shall have the right to reject any Entry if Customer has failed to comply with any of its account balance obligations under these ACH Service provisions. Bank will notify Customer of any such rejection by any method of notification authorized under the Agreement, no later than the Business Day such Entry would otherwise have been transmitted by Bank to the ACH Operator, as provided in Section 8 of these ACH Service provisions. Bank shall have no liability to Customer by reason of the rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein. International ACH (IAT) Debit or Credit Entries are not permitted under this Agreement.

11. Cancellation, Amendment or Correction of Entries. Customer shall have no right to cancel or amend any Entry after its receipt by Bank. However, Bank will use reasonable efforts to act on a request for cancellation or amendment of an Entry received from Customer prior to Bank's transmission of the Entry to the ACH Operator or, in the case of an On-Ups Entry, prior to Bank's debit/credit of the Entry to a Receiver's account, but Bank shall have no liability if such cancellation or amendment is not affected. If Customer discovers that an Entry initiated by or on its behalf was in error, Customer may notify Bank of such error, however, such notification must be provided to Bank within twenty-four (24) hours after discovery of the error and must be provided by such means of notification as is authorized under the Agreement. Customer shall send or deliver to the Receiver written notice of such correction and the reason therefore prior to requesting the correction. Customer shall indemnify Bank from and against any Claims, demands, loss, liability or expense, including attorney's fees and costs, resulting directly or indirectly from compliance by Bank with any request for cancellation, amendment or correction of an Entry, whether or not the cancellation, amendment or correction is affected. All requests for cancellation, amendment or correction of Entries must be made by Customer in compliance with the Security Procedures for such requests as set forth herein.

12. Returned Entries.

- (a) Notification to Customer. Except as modified below in subsection (b) applicable to Bank providing systematic reclear for certain returned items, Bank will notify Customer or Customer's designated Agent of Bank's receipt of a returned Entry (or group of Entries) from the ACH Operator in accordance with the notice procedures authorized under the Agreement no later than one (1) Business Day after the Business Day of such receipt, and will debit/credit Customer's Account (as identified by number in the applicable ACH schedule) for the returned Entry(s) and provide confirmation thereof to Customer.
- (b) Resubmission. Customer shall assume the sole responsibility for remaking and resubmitting said Entry(s) in accordance with the requirements of the Agreement or otherwise handling the payments due the

Receiver(s), unless the return was due to an error in the processing of such Entry(s) by Bank and sufficient data is available to Bank to permit it to remake and resubmit such Entry(s), in which event Bank will remake and resubmit such Entry(s). Bank assumes no other responsibility with respect to such returned Entries except for an Entry retransmitted by Customer in accordance with the requirements of the Agreement and the NACHA Rules, Bank shall have no obligation to retransmit a returned Entry to the ACH Operator if Bank complied with the requirements of the Agreement with respect to the original Entry. If Customer elects to obtain systematic reclear of ACH returns for insufficient or uncollected funds from Bank, Bank shall be responsible for systematically resubmitting Entry(s) that are returned for insufficient or uncollected funds. Customer agrees Bank will only resubmit such returns one time and that Bank will not collect return fees from the Receiver. Customer may specify a minimum and/ or maximum returned Entry amount to be processed by Bank. For Entry(s) returned for Stop Payment of corrective action, resubmission shall be Customer's sole responsibility. Customer agrees that any reinitiating for returns due to Stop Payment will only be submitted after such reinitiation has been authorized by the Receiver. Also, prior to the reinitiation of Entry(s) returned for other reasons, Customer agrees it has taken necessary corrective action to remedy the reason for the Entry's return.

- (c) TEL Returns. Where Bank or NACHA believes the return rate for Customer's TEL entries that are returned as unauthorized exceeds the normal and acceptable return rate for Customer, Bank shall notify Customer of such excessive unauthorized return rate and Customer, upon request from Bank, will provide the following information: (i) Customer's, address, telephone number, contact person, principal owner(s) and taxpayer identification number; (ii) the name, address, telephone number, contact person, principal owner(s) and taxpayer identification number of any Third-Party Service Provider acting on behalf of Customer with respect to origination of TEL entries, (iii) a general description of the nature of the business of Customer; and (iv) an explanation of the reason(s) for the excessive return rate. Customer will provide this information to Bank within five (5) business days after receipt of the request from Bank.
- (d) Returned ACH Entry Warning Notices. As part of Bank's ACH Service underwriting process as generally set forth in Section 2 above, Bank routinely monitors and submits reports to NACHA regarding Customers' historic ACH Entry return levels and dollar amounts. Under the NACHA Rules, if an individual Customer's ACH Entry return levels exceed certain parameters, then Bank, as the ODFI, is instructed to take certain actions to mitigate a Customer's unacceptable levels or dollar amounts of ACH Entry returns. If Bank does not comply with such requirements in its role as an ODFI, Bank is subject to censure, fines and penalties imposed by NACHA. Customer understands and agrees that in order to protect itself from risks, and to inform its Customers of problems with returned ACH Entries, Bank has implemented an "Excessive ACH Returns Warning Notice and Escalation Procedure," whereby Bank will inform Customer of Customer's excessive ACH Entry return levels or dollar amounts, as determined by Bank in its sole discretion, and Customer agrees to take all steps requested by Bank immediately to decrease the levels and/or dollar amounts of Customer's ACH returns. If Customer fails to comply with the required actions as outlined by Bank in any "Excessive ACH Returns Warning Notice," then such failure to comply shall be deemed to be a material violation of this Agreement, and Bank may, in its sole and absolute discretion, immediately terminate ACH Service to Customer.
- (e) Fees For Unauthorized ACH Debit Returns. If Customer originates an ACH debit Entry that is subsequently returned by the RDFI as unauthorized, Customer understands that Bank as the ODFI must pay an "Unauthorized Entry Fee" to the RDFI. In the event that such Unauthorized Entry Fee is charged to Bank as the ODFI for any ACH debit Entry that Customer originates, Customer understands and acknowledges that Bank may pass such fee through to Customer, and such fee shall be offset from Customer's Account(s). Such fee is in addition to any ACH Return Fee Bank may charge.

13. Customer Representations; Indemnity. Customer represents to Bank and agrees that:

- (a) Receiver Authorizations for Credit Entries. Each person shown as the Receiver on a credit Entry received by Bank from Customer has, by an authorization agreement in accordance with the NACHA Rules, authorized the initiation of such Entry and the crediting of the Receiver's account in the amount and on the Effective Entry Date shown on such Entry, and has authorized the initiation, if necessary, of debit Entries and adjustments for any credit Entries made in error to the Receiver's account;
- (b) Receiver Authorizations for Debit Entries. Each debit Entry received by Bank from Customer is for a sum due and owing to Customer by the Receiver of such debit Entry, or is for a sum specified by such Receiver to be paid to Customer, or is a correction of a previously submitted erroneous credit Entry, and such Receiver has duly authorized such Entry by an authorization agreement in accordance with the NACHA Rules. Without limiting the foregoing, reinitiation of any debit Entry previously returned for Stop Payment has been authorized by the Receiver;
- (c) Effective Authorizations. Each such authorization with respect to an Entry is operative at the time of transmittal or debiting/crediting by Bank as provided herein; and at the time each Entry is processed by Bank, Customer has no knowledge of revocation by such Receiver of such authorization, and Customer has no knowledge of any revocation by such RDFI of its agreement to accept such Entry, or any knowledge that such Receiver's authorization for such Entry has been terminated, in whole or in part, by operation of law or otherwise;
- (d) Types of Entries. Entries transmitted to Bank by Customer are limited to those types of Entries identified to Customer by Bank, as listed in the ACH Service Enrollment Form;
- (e) ACH NACHA Rules. Customer shall be bound by and comply with the NACHA Rules as in effect from time to time, including, without limitation, the provision thereof making payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry; and Customer specifically acknowledges that it has received notice of this NACHA Rule and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and Customer shall not be deemed to have paid the Receiver the amount of the Entry. In addition, Customer acknowledges that they are bound by all of the NACHA Rules regarding error resolution procedures for Receivers (including those regarding erroneous Entries), Receiver authorization and return issues (including investigation and proper handling of Written Statement of Unauthorized Debit), and that Customer or any of Customer's third-party ACH processors have policies and procedures in place to investigate and resolve Receiver Stop Payment and revocation of authorization issues in accordance with NACHA Rules; and
- (f) Legal Obligations. Customer shall perform its activities under the Agreement in accordance with all applicable laws and regulations, including without limitation the regulations of OFAC of the U.S. Department of the Treasury. **IN ADDITION TO THE INDEMNIFICATION OF BANK BY CUSTOMER AS SET FORTH ELSEWHERE IN THIS AGREEMENT, IN THE EVENT THAT CUSTOMER, OR A THIRD-PARTY AGENT ACTING ON BEHALF OF AND WITH AUTHORITY FROM CUSTOMER, IS THE ORIGINATOR OF ACH ENTRIES AND FAILS TO PERFORM ITS OBLIGATIONS AS AN ORIGINATOR UNDER THE NACHA RULES, CUSTOMER HEREBY INDEMNIFIES BANK FROM ANY AND ALL CLAIMS, DEMANDS, LOSSES, LIABILITY OR EXPENSE, INCLUDING ATTORNEYS' FEES, FINES, PENALTIES AND ANY OTHER COSTS THAT RESULT DIRECTLY OR INDIRECTLY FROM THE FAILURE OF CUSTOMER OR ITS THIRD-PARTY AGENT TO PERFORM ITS OBLIGATIONS UNDER THE NACHA RULES.**
- (g) No Third-Party Processing. Customer represents and warrants that it does not engage in any activities that would cause Customer to fall within the definition of "Third Party Processor" under NACHA Rules. Customer

understands that NACHA Rules require Bank to register all "Third Party Processor" customers with NACHA. In the event that Customer misrepresents its activities to Bank and is conducting activities that would qualify it as a "Third Party Processor" under NACHA Rules, and Bank incurs any fines, fees, or other penalties from NACHA regarding failure to register Customer as a "Third Party Processor," Customer agrees to pay any fines, fees or penalties imposed on Bank by NACHA as a result of customers misrepresentation.

- 14. Express Limitations on Bank's Liability.** Customer understands and expressly assumes all risks related to Bank immediately suspending or terminating Customer's ACH Service under this Agreement, including, but not limited to, Bank immediately suspending or terminating Customer's ACH Service due to Customer's non-compliance with Bank's requirements as set forth in any "Excessive ACH Returns Warning Notice." **CUSTOMER UNDERSTANDS AND EXPRESSLY ACKNOWLEDGES AND AGREES THAT, IN ADDITION TO THE LIMITATIONS ON LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BANK SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS OR FOR ANY INDIRECT LOSS THAT CUSTOMER MAY INCUR OR SUFFER IN CONNECTION WITH BANK TERMINATING CUSTOMER'S ACH SERVICE IN ACCORDANCE WITH THIS AGREEMENT.**
- 15. Notifications of Change.** Bank will notify Customer of all notifications of change received by Bank relating to Entries transmitted by Customer by sending a copy of such notification of change to Customer no later than two (2) Business Days after Bank's receipt thereof. Customer must make the changes specified in the notification of change within six (6) Business Days after receiving the notice of change information or prior to initiating another Entry to the Receiver's account, whichever is later.
- 16. Pre-notification.** Notwithstanding anything to the contrary in the NACHA Rules, Customer shall provide to Bank, three (3) Business Days prior to initiation of any new Entry, a pre-notification record which shall include Receiver's name, identification number, account number, RDFI's routing transit number, and zero-dollar amount. If Customer's pre-notification record is rejected by an RDFI and Customer is so notified, Customer must correct the reason for rejection, resubmit another pre-notification record, and wait the prescribed three (3) Business Days before submitting any further Entries for the Receiver(s) in question.
- 17. Data Retention.** Customer shall retain data on file adequate to permit the remaking of Entries for one (1) year following the date of the ACH Entry transmittal by Bank as provided herein, and shall provide such data to Bank upon Bank's request.
- 18. Same-Day ACH Entries.** If Customer requests to enroll in Same-Day ACH Entries and Bank approves Customer's request, in Bank's sole discretion, Customer may designate certain Entries to be originated as Same-Day Entries. Notwithstanding the cutoff times contained in Section 4(b) of the Agreement, the cutoff time for Same-Day Entries shall be 11:30 a.m. Central Time. If a Same-Day Entry is delivered to Bank after 11:30 a.m. Central Time on a Business Day or on a day that is not a Business Day, Bank may treat such Entry as having been received on the next following Business Day. Same-Day Entries delivered to Bank shall be prepared and submitted in compliance with the instructions and other requirements set forth in Business Online Banking, the NACHA Rules, and the Agreement. Customer understands that any Entries above \$25,000.00 are not eligible for Same-Day ACH processing and Customer further agrees it will not structure Entries to avoid these eligibility restrictions.

BUSINESS ONLINE BANKING SERVICE

1. The Service. This Section sets forth the terms and conditions relating to the Bank's Business Online Banking Service and is applicable only to Customers who execute an Enrollment Form requesting this Service. Bank agrees to provide various services and transaction functions for Customer's selected Deposit Accounts through the Business Online Banking Service.

(a) Available Functions. Business Online Banking Service functions, include, but are not limited to:

- Account Transfers
- ACH Credit and Debit Origination
- Balance and Transaction Reporting
- Bill Payments
- Change of Address
- Check Orders
- Commercial Loan Payments
- Data Export
- Data Import
- Funds Transfer - Wire Transfer Initiation
- Positive Pay Decisioning
- Stop Payment Requests
- Tax Payments

(b) Available Reports. Business Online Banking Service reports, include, but are not limited to:

Report Name	Report Type	Included Information	Available Format
Balance & Activity Statement	Previous Day(s)	Account Balance & Transaction Detail	PDF, CSV, BAI2
Cash Position	Previous Day(s)	Detail Account Balance & Float Position	PDF, CSV, BAI2
ACH Activity	Previous Day(s)	ACH Transaction Detail	PDF, CSV, BAI2
Checks Paid	Previous Day(s)	Paid Check Transaction Detail	PDF, CSV, BAI2
ZBA Activity	Previous Day(s)	ZBA Transaction Detail	PDF, CSV, BAI2
Wire Activity	Previous Day(s)	Wire Transaction Detail	PDF, CSV, BAI2
Balance & Activity Statement	Current Day	Account Balance & Transaction Detail	PDF, CSV, BAI2
ACH Activity	Current Day	ACH Transaction Detail	PDF, CSV, BAI2
Checks Paid	Current Day	Paid Check Transaction Detail	PDF, CSV, BAI2
Wire Activity	Current Day	Wire Transaction Detail	PDF, CSV, BAI2
User Defined	Previous / Current Day	User Defined Transactions Detail	PDF, CSV, BAI2
Company Entitlements Report	OLB Activity	All Company & User Entitlements	PDF
ACH Online Originations	OLB Activity	All Initiated ACH Transactions	PDF, CSV
Wire Online Initiations	OLB Activity	All Originated Wire Transactions	PDF, CSV
Company Transactions	OLB Activity	All Transaction Other Than ACH & Wire	PDF, CSV
User Activity Report	OLB Activity	OLB Activity on all Company Users	PDF

2. Hardware and Software Requirements. The Services provided by the Business Online Banking Service can be accessed through Bank's web page at www.texasfirst.bank. To access the Services online, Customer must own or have access to equipment and software (including web browser software) that allows Customer to access the Internet (collectively, the "Computer"). The web browser used by Customer must support, at a minimum, Secure Socket Layer ("SSL") technology and 128-bit encryption, and must be the a version of Microsoft Edge, or possibly, other browsers that support SSL. Customer understands that if a web browser is used that does not support SSL and 128-bit encryption, the security of Customer's transactions related to any Service may be compromised and thus not in compliance with the Security Procedures required by Bank. Customer further understands that installation, maintenance, and operation of Customer's Computer are Customer's sole responsibility. Bank is not responsible for any errors or failures of Customer's Computer, including but not limited to, any virus or Internet related problems that may be associated with Customer's access and use of the Services online. Bank reserves the right as encryption technology develops to impose further reasonable restrictions or requirements to maintain the appropriate level of security for the transactions contemplated hereunder and Customer agrees to abide by such restrictions or requirements or discontinue the Service or Services hereunder.

3. User Authorization and Security.

(a) Authorized Party and Users. Customer may designate Authorized Party who are responsible for compliance with Bank's Security Procedures and establishing access to Bank's Business Online Banking Service. Bank will rely on Authorized Party to grant access to additional Users as well as defining passwords, maintenance of access to Deposit Accounts, maintenance of access to various functions and termination of User privileges. Bank will issue unique User ID's for each User granted access by Authorized Party. Authorized Party will be responsible for re-setting passwords and auditing the activity of Users or authorized agents on Bank's Business Online Banking Service. Once Authorized Party have granted access to Users, Bank is authorized to accept any instructions purported to be from User, whether by Business Online Banking or otherwise, subject to Bank's Security Procedures. Authorized Party will remove or communicate removal, Business Online Banking access immediately upon terminate of any User or Agent of Customer. Authorized Party shall also, at its option, instruct Bank to require dual control for any changes in privileges regarding its Users; including but not limited to, addition of new Users, deletion of terminated Users, and other User permissions. Removal of dual control provision after implementation shall only be made in writing by Authorized Party of Customer and is subject to authentication by Bank in accordance with Security Procedures.

(b) Deletion of Users for Misconduct or Inactivity. Customer agrees that Bank, in its sole discretion, may immediately suspend or terminate Business Online Banking access and assigned functionalities for security and other reasons for any of Customer's Users if: (i) Bank discovers any willful misconduct by a User (i.e. Authorized Party or User) or a User demonstrates a repeated and habitual failure to follow, and/or disregard of, Bank's established Security Procedures; or (ii) a User has not accessed or used their assigned functionality within the Business Online Banking Services for a period of time deemed to constitute an inactive user by Bank.

4. Loans. Bank will provide commercial loan information through Bank's Business Online Banking Service for certain loan types where Customer has a loan with Bank. The types of loans, information displayed, and activities allowed are determined at the sole discretion of Bank. The terms and conditions of any separate loan agreement between Bank and Customer shall govern the terms and conditions of the loan(s) itself. Loan types may include term loans and lines of credit (revolving and non-revolving).

Loan Payment. Except for certain types of commercial loans as determined in Bank's sole discretion, Customer

will be able to make loan payments through Bank's Business Online Banking Service. However, Bank may suspend the ability for Customer to perform payments at Bank's sole discretion for certain events.

5. **Change of Address.** Bank grants Customer access to make address changes through Bank's Business Online Banking Service. Customer agrees to provide accurate information to Bank. Bank reserves right to take additional steps to verify such changes as required by laws and regulations. Customer agrees to contact Bank if it suspects address on Deposit Accounts has been changed without knowledge or consent.

BUSINESS BILL PAY SERVICE

1. The Service. This Section sets forth the terms and conditions relating to the Bank's Business Bill Payment Service and is applicable only to Customers who execute an Enrollment Form requesting this Service. Bank agrees to provide bill paying services ("Business Bill Pay") through Bank's Business Online Banking Service which permits Customer to designate payees, schedule payments, view transactions and management payments through designated Deposit Accounts in accordance with this Agreement. By using Business Bill Pay, Customer authorizes Bank to follow payment instructions submitted to Bank. Bank or its vendor may make payments to Payees by ACH, Check or other method. Customer authorizes Bank or its vendor to access Deposit Accounts via ACH in order to debit funds to make payments pursuant to Business Bill Pay. In scheduling a payment, Customer should allow sufficient time for payment to be processed. Customer is liable for any payment scheduling through Business Bill Pay, whether or not authorized by Customer. Bank is entitled to rely on the information Customer provides with respect to any payment made pursuant to the Business Bill Pay and Bank will not be responsible for the Payee's receipt of the transfer, or the proper application of the payment on behalf of Customer. Customer is solely responsible for complying with any Payee's requirements for the proper crediting of payments. Customer agrees to maintain sufficient, available, good and collected funds in Deposit Accounts to cover the request for bill payment on or upon the date of withdrawal. Bank is under no obligation to release or pay any authorized or preauthorized payment in the event the Deposit Accounts is insufficient, unavailable, uncollected, being held or under legal restraint.

Bank may at its sole discretion, on occasion provide approve payment against insufficient, good, collected and available funds in Deposit Accounts, but it is not under any obligation to do so, and any action by the Bank of this nature will not constitute an obligation to provide the Service in the future. Bank may dishonor any request that may result in a negative balance and has no duty to notify the Customer prior to dishonoring any overdraft even if the Bank has paid an overdraft on behalf of the Customer in the past.

2. Termination.

- (a) Your Right to Terminate. You may cancel your Business Bill Pay Service at any time by providing Bank with written notice by postal mail or fax. Your access to Business Bill Pay will be suspended within 3 Business Days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.
- (b) Our Right to Terminate. Notwithstanding Section 27 (Termination) of the General Provisions of this Agreement, you agree that we can terminate or limit your access to Business Bill Pay Services upon 3 Business Days' notice, if you do not contact us to designate a new Deposit Account immediately after you close your primary Deposit Account.

CD-ROM IMAGE SERVICE

1. **The Service.** This Section sets forth the terms and conditions relating to the Bank's CD ROM Image Service and is applicable only to Customers who execute an Enrollment Form requesting this Service. Bank agrees to provide images of cleared item data through the FIS ImageCentre Mobile Media application. Transaction images and Bank Statements are available on Compact Disk ("CD-ROM") and can be utilized as an image research and historical data retention tool.
2. **Procedures.**
 - (a) Generally. Once requested, Bank will provide a CD-ROM at the end of each periodic statement cycle for each specified Deposit Account. Although the Service allows for more than one Deposit Account to be imaged on a CD-ROM, all Deposit Accounts grouped together on a CD-ROM must be on the same periodic statement cycle. If the data for one or more Deposit Accounts exceeds the maximum capacity or size of a single CD-ROM, additional data will be burned to subsequent disks as necessary. Bank will retain cleared item data for twenty-four (24) months before it is destroyed. In the event Customer requests an additional CD-ROM for a period for which data has already been destroyed, Bank will be required to recapture data and additional fees will apply.
 - (b) Image Viewing. CD-ROM application comes with an auto launch feature (mobileviewer.exe) and built in help guide on how to retrieve and view images and statements.
 - (c) Password Protection. To better protect Customer and associated Deposit Account data, the Bank recommends the use of a password protected CD-ROM. If password protection is selected, Customer must understand that password is a permanent part of the burn for each CD-ROM and cannot be reset. Customer must request actual stored password from Bank according to procedures provided in Enrollment Form.

DYNAMIC TRANSFER SERVICE

- 1. The Service.** This Section sets forth the terms and conditions relating to the Bank's Dynamic Transfer Service ("DTS") and is applicable only to Customers who execute an Enrollment Form requesting this Service. Bank agrees to provide "Dynamic Transfer Service" to Customer through Bank's Dynamic Transfer system for the purpose of moving funds automatically between Deposit Accounts based on criteria established within the relationship levels.
- 2. The Accounts.** Bank will link a "primary" Deposit Account maintained by Customer with at least one (1) or more "secondary" Deposit Accounts to transfer funds to and/or receive funds from the primary Deposit Accounts.
- 3. Transfer Processing Types.** Bank offers three types of dynamic transfer types:
 - (a) Excess Balance Transfer. Transfers funds in excess of a predetermined balance threshold to another Deposit Account defined in the transfer relationship. In this situation, the dynamic transfer system typically debits the secondary account and credits the primary account.
 - (b) Maintain Minimum Transfers. Transfers funds to maintain a specified balance threshold by transferring funds from defined Deposit Accounts in the transfer relationship. In this situation, the dynamic transfer system typically debits the primary account and credits the secondary account.
 - (c) At-Least Excess Balance. Transfers are a specialized form of Excess Balance Transfer. Transfers funds in excess of a predetermined balance threshold to another Deposit Account defined in the transfer relationship, however, At-Least transfers only occur after the Excess Balance and Maintain Minimum Transfers are processed for all other levels.
- 4. Transfer Service Types.** Bank offers three types of service options within the Dynamic Transfer Service.
 - (a) Overdraft Protection (ODP) Service. Customer uses to ensure select Deposit Accounts do not receive Overdraft (OD) or Insufficient Funds (NSF) charges based on balances available in the transfer relationship. Maintain Minimum Transfers are used to meet this objective. All accounts in the transfer relationship are converted to ODP to prevent Overdrafts.
 - (b) Sweep / Loan Sweep Service. Customer uses to automatically "Advance" or "Pay Down" Loan Account from Deposit Accounts at the end-of-day. Funds are swept in and out of primary Deposit Account to establish at predetermined net balance threshold. Maintain Minimum and Excess Balance Transfers are used to meet this objective. Types of Loan Sweep transfers:
 - (i) Loan Advance. Advances funds from the Loan Account and transfers funds to Deposit Account to pay for transactions clearing account or to bring balance to a predetermined balance threshold. In this situation, the dynamic transfer system debits the Loan Account and credits the Deposit Account.
 - (ii) Loan Paydown. Transfers excess funds net of a specified balance threshold "Target Balance" or "Zero Balance" from the Deposit Account to pay down the Loan Account. In this situation, the dynamic transfer system debits the Deposit Account and credits the Loan Account.
 - (c) Zero Balance Account (ZBA) Service. Customer uses to ensure select Deposit Accounts in the transfer relationship maintain a zero (\$0.00) balance at all times. Both Excess Balance and Maintain Minimum Transfers are used to meet this objective with the balance threshold set to \$0.00.

5. Service Termination. This service may be terminated if any of these reasons prevail. (1) a material adverse change occurs in the Customer's business or financial conditions; (2) Customer fails to maintain balances in accounts sufficient to cover overdrafts; (3) Customer violates the terms of this Agreement or any financing arrangement with Bank; (4) Customer fails to provide financial information reasonably requested by Bank; or (5) Bank determines it is impractical or illegal to provide the service because of changes in laws, rules or regulations.

FUNDS TRANSFER SERVICES

1. **The Service.** This Section sets forth the terms and conditions relating to the Bank's Funds Transfer Service and is applicable only to Customers who execute an Enrollment Form requesting this Service. Bank agrees to provide for the transfer of funds by Wire Transfer through the use of the Bank's Business Online Banking Service. Bank will act upon Customer's instructions to debit one or more specified Deposit Accounts of Customer and will transfer funds from such Deposit Accounts for credit to Customer and/or other persons or companies or specified accounts in accordance with the terms hereof. **Customer has no right to reverse, adjust, or revoke a Wire Transfer request after Bank has executed the Wire Transfer.** (See Section 8, below, for more information).
2. **Definitions**
 - (a) "Domestic Wire" means a Wire Transfer that will not go outside of the United States and will be in U.S. dollars.
 - (b) "International Wire" means a Wire Transfer that eventually will be credited to an account outside the United States and can be sent in U.S. dollars or sent in a currency other than U.S. Dollars.
 - (c) "Online Wire Transfer" means a Wire Transfer initiated by a Customer via the Bank's Business Online Banking Service.
 - (d) "Repetitive Transfers" means Funds Transfer requests made routinely with instructions remaining constant except for the date, dollar amount and description.
 - (e) "Non-Repetitive Transfers" means Funds Transfer Requests made routinely with only the debit account remaining constant.
 - (f) "Wire Recipients" means save formats for repetitive, non-repetitive, foreign, standing order and tax wires established in the Bank's Business Online Banking Service by Customer or at Customer's request and enables Customer to initiate Online Wire Transfers.

3. **Wire Template Maintenance; Customer's Liability for Errors To Beneficiary Information.**

CUSTOMER UNDERSTANDS AND AGREES THAT CUSTOMER AND NOT BANK WILL CONTROL THE BENEFICIARY INFORMATION FOR ALL WIRE TRANSFERS, INCLUDING ANY REPETITIVE WIRE TEMPLATES, AND THAT IF ANY WIRE TRANSFER INSTRUCTION BY CUSTOMER DESCRIBES THE INTENDED RECIPIENT OF FUNDS INCONSISTENTLY BY NAME AND ACCOUNT NUMBER THAT PAYMENT BY THE RECEIVING BANK (WHICH MAY BE BANK) MAY 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. BANK WILL NOT BE LIABLE FOR ANY ERRORS OR LOSSES RESULTING FROM ANY ERRORS IN OR CHANGES TO THE BENEFICIARY INFORMATION PROVIDED BY CUSTOMER. CUSTOMER HEREBY AGREES AND ACKNOWLEDGES THAT BANK IS NOT RESPONSIBLE FOR DETECTING ANY CUSTOMER ERROR CONTAINED IN ANY INDIVIDUAL WIRE TRANSFER.

IN THE EVENT THAT A WIRE TRANSFER IS UNAUTHORIZED BUT EFFECTIVE PURSUANT TO THE SECURITY PROCEDURES AND OTHER PROCEDURES AGREED TO HEREIN, BANK IS ENTITLED TO ENFORCE OR RETAIN PAYMENT FOR THE WIRE TRANSFER FROM CUSTOMER UNLESS CUSTOMER CAN PROVE THAT THE WIRE TRANSFER WAS NOT CAUSED, DIRECTLY OR INDIRECTLY, BY A PERSON EITHER (I) ENTRUSTED AT ANY TIME WITH DUTIES TO ACT ON CUSTOMER'S BEHALF WITH RESPECT TO SUCH WIRE TRANSFER OR THE SECURITY PROCEDURES OR OTHER PROCEDURES HEREIN, OR (II) WHO OBTAINED ACCESS TO CUSTOMER'S TRANSMITTING FACILITIES OR WHO OBTAINED, FROM A SOURCE

CONTROLLED BY CUSTOMER AND WITHOUT AUTHORITY OF BANK, INFORMATION FACILITATING A BREACH OF THE PROCEDURES, REGARDLESS OF HOW THE INFORMATION WAS OBTAINED OR WHETHER CUSTOMER WAS AT FAULT.

- 4. Security Procedures.** Bank will only accept a funds transfer request that is made using the appropriate "Security Procedures" and codes. The Security Procedures to initiate Online Wire Transfers are as follows: (i) Customer will use the appropriate User ID, password and access code; and (ii) Online Wire Transfers require approval by a second Authorized Party or User before released using their log-in credentials and **two-factor authentication** with a Symantec.VIP Security Token code as evidence of authorization and authentication for processing.
- 5. Submission of Transfers.** Wire Transfer requests must be submitted and approved prior to the applicable cut-off times for same day Wire Transfer execution. The cut-off time for domestic Wire Transfer requests in U.S. Dollars is 4:30 p.m. Central Time. The cut-off time for International Wire Transfer requests in U.S. Dollars or foreign currencies is 2:30 p.m. Central Time. Wire Transfers shall be deemed delivered to Bank when the applicable Security Procedures have been complied with and the submission to Bank is completed in accordance with the Agreement.
- 6. Acceptance and Execution of Transfer Requests.**

- (a) Bank Acceptance of Requests. A Wire Transfer request from Customer shall be considered accepted by Bank when Bank executes it.

Limits. Bank at its discretion, establishes Wire Transfer transaction exposure limits for Customer as set forth on the applicable Treasury Management Services Agreement and Summary Enrollment Form - Requested Service Options and Transaction \$ Exposure Limits ("Exposure Limits"). In any one month, Wire Transfers should not exceed the amounts specified in the "Maximum Single Wire \$ Limit" or "Seasonal Single Wire \$ Limit" and the "Maximum Monthly Wire \$ Limit" or "Seasonal Monthly Wire \$ Limit" " Section. Bank shall have the right to reduce Customer's Exposure Limit at any time immediately upon delivery of notice to Customer. Bank shall have not obligation to process any Wire Transfer request that exceeds such limit; provided, however, that Bank may, in its sole discretion, allow and process such Wire Transfers despite the limit. Any such discretionary decision by Bank will not be construed as an obligation to so perform by Bank in the future. All Wire Transfers are subject to limits imposed by Applicable Law, Agreements or operating rules applicable to Bank in executing Wire Transfers.

- (b) Deadlines. Customer acknowledges that Bank maintains deadlines for accepting Wire Transfer requests. Such deadlines are subject to change from time to time at the sole discretion of Bank. If a Wire Transfer request from Customer is received after the deadline, it may be executed the next Business Day.
- (c) Bank Acceptance of Instructions. No instructions or other restrictions limiting Bank's acceptance of a Wire Transfer request from Customer shall be effective unless accepted and agreed to in writing by Bank. However, Bank at its option may elect to act consistently with such instructions or other restrictions which it believes in good faith were made by an Authorized Party or User of Customer.
- (d) Instructions. Bank shall make debits according to the instructions received from Customer and credits according to the instructions received electronically for each request.
- (e) Transmission. In executing any Wire Transfer request, Bank may utilize such means of transmission as it may reasonably select. Bank may initiate Wire Transfer requests in any order convenient to it.
- (f) International Wires. Bank does not directly execute Wire Transfers to foreign locations, but executes such Wire Transfers through a Correspondent Bank. Wires to foreign locations must be executed on an International Wire template and may incur additional charges based on the routing of the wire through U.S.

and foreign banks.

- (g) Foreign Currency Requests by Customer. Customer agrees that if Customer requests a wire transfer in a currency other than U.S. dollars, Bank will convert such amount at Bank's current exchange rate for the foreign currency you specify. If any funds are returned to Customer in a currency other than U.S. dollars, Bank will convert the returned foreign currency into U.S. dollars at its current exchange rate for such currency at the time of the return. If Bank does not have current exchange rates for the particular foreign currency involved, Bank will use its best efforts to convert the currency promptly through reasonable commercial and/or banking channels, and Customer agrees to pay Bank a reasonable fee for such services. In no event shall Bank be liable to Customer for any losses arising from currency conversions requested by Customer and carried out by Bank within a reasonable time after receiving funds for conversion.
- (h) Bank's Discretion Regarding Currency Conversion for Wire Transfers. In addition to Customer's ability to request that a wire transfer be sent in a currency other than U.S. dollars, wire transfers that are denominated in U.S. dollars but contain instructions from Customer for Bank to send to an account denominated in a foreign currency, may be converted by Bank or converted by an intermediary or correspondent bank or the receiving bank, in such entity's sole discretion, into the applicable currency of the country the wire transfer is being sent to. If the beneficiary requires Customer to send payment in U.S. Dollars, Customer must advise Bank at the time of the transaction. Customer understands that Bank may receive compensation in connection with such conversion. When the conversion occurs, Bank, intermediary or correspondent bank, or the receiving bank, determines, in such entity's sole discretion, the currency exchange rate. Bank is not responsible for the exchange rate set by an intermediary or correspondent bank or the receiving bank.
- (i) Routing of Wire Transfer Requests. Bank may, at its sole discretion, determine: (i) the routing method and settlement systems (e.g. SWIFT, the Federal Reserve Wire Network ("FedWire") or the Clearing House Interbank Payments System); (ii) the settlement currency (unless otherwise instructed by Customer); (iii) intermediary and correspondent banks; and (iv) appropriate fee structures in order to facilitate wire transfers on Customer's behalf. Bank, its correspondent banks, and other banks involved in the funds transfer process may charge additional fees, or convert currency, in some cases providing compensation to Bank. Bank may deduct its fees from Customer's Account(s) or from the amount of the wire transfer. Bank may include Customer's name, address and other required information within the wire transfer instruction, so Bank may comply with international and foreign payment regulations and requirements.

- 7. Revocation of Transfers. Customer has no right to reverse, adjust, or revoke a Wire Transfer request after Bank has executed the Wire Transfer.** If Customer requests the reversal, adjustment or revocation of a Wire Transfer request, Bank may (but shall not be obligated to) attempt to recover the funds from the transferee using whatever steps Bank may deem appropriate. **CUSTOMER EXPRESSLY AGREES TO INDEMNIFY BANK AGAINST ANY COSTS, EXPENSES, DAMAGES AND LIABILITIES, INCLUDING ATTORNEY'S FEES, WHICH BANK MAY INCUR IN ATTEMPTING TO AFFECT SUCH RECOVERY OF FUNDS. BANK MAKES NO REPRESENTATION OR WARRANTY AS TO ITS ABILITY TO REVOKE OR CANCEL A WIRE TRANSFER ONCE MADE.**
- 8. Confirmation; Account Reconciliation.** Bank may send Customer advice of each executed Wire Transfer request. Bank will assign a reference number to each executed funds transfer request. This reference number will appear on the confirmation advice and periodic Deposit Account statement sent to Customer. All correspondence relating to a specific funds transfer request must include the reference number assigned to such funds request.
- 9. Fees.** In addition to paying such fees for the Service as may be imposed from time to time pursuant to the Agreement, Customer shall reimburse Bank for any direct or indirect transfer charges or expenses incurred by

Bank in connection with the Service. This includes but is not limited to any access charge from a communications system, telex transmission charges, transfer commissions, and correspondence charges.

LOCKBOX SERVICE

1. The Service. This Section sets forth the terms and conditions relating to the Bank's Lockbox Service and is applicable only to Customers who execute an Enrollment Form requesting this Service. The Bank offers three types of Lockbox Services designed to accelerate the collection process of our Customer's accounts receivables by having Customer's payments mailed directly to a United States Postal Service location that is accessible and maintained by Bank. Lockbox Services will be performed by Bank in accordance with its standard policies and procedures and the processing options contained within the designated Lockbox Service Enrollment Form:

Medical - Medical Lockbox generally involves insurance or patient oriented payments which include a check and some form of standard EOB payment document or standardized payment coupon that Bank processes, depositing the payment into selected Deposit Accounts as identified to Bank.

Retail - Retail Lockbox generally involves consumer-oriented payments with a standardized payment coupon that Bank processes, depositing the payment into selected Deposit Accounts as identified to Bank.

Wholesale - Wholesale Lockbox generally involves a business to business payment which includes a check and some form of non-standard payment document or invoice that Bank processes, depositing the payment into selected Deposit Accounts as identified to Bank.

2. Remittance Address. Customer agrees to direct all envelopes containing payments to be processed under the Agreement to be mailed directly to the address and Post Office Box Number (the "Lockbox") provided by Bank.

3. Mail Collection. Bank will collect the contents of Customer's Lockbox each Business Day. The removing of items, drafts, or other orders for the payment of money (collectively, referred to herein as the "Items") and money (U.S. currency and/or coin, hereinafter referred to as "Cash") from the Lockbox shall create a bailment, and the Bailor-Bailee relationship shall continue until such items are received at the Bank and are accepted and subsequently credited to the Deposit Account, at which time the relationship of Customer as a depositor of Bank for the aggregate amount of the Items and Cash then deposited to the Deposit Account shall commence. The Bailor-Bailee relationship shall also apply to any contents other than the Items and Cash removed from the Lockbox, until such contents are processed in accordance with Section 7 of this Agreement.

4. Inspection of Item(s). Bank will open each envelope picked up from the Lockbox and will remove the contents thereof. Each Item and any Cash contained in each envelope will be inspected and handled in the following manner:

(a) Acceptable Payees. The payee or endorsee of the Item must be a Customer or one of the payees identified by Customer (individually, an "Acceptable Payee"; collectively, the "Acceptable Payees") or a reasonable variation thereof. If the payee or endorsee of an Item is not an Acceptable Payee or reasonable variation thereof, the Item will NOT be deposited. Bank reserves the right, in its sole discretion, to determine what a reasonable variation of an Acceptable Payee is. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER HEREBY AGREES TO REIMBURSE AND INDEMNIFY BANK FOR AND HOLD BANK HARMLESS AGAINST ANY CLAIMS, CONTROVERSIES, LOSSES, LIABILITIES, SUITS, JUDGMENTS, COSTS, AND EXPENSES AT ANY TIME INCURRED IN DEFENDING**

AGAINST ANY SUCH CLAIM OR CONTROVERSY, ARISING OUT OF OR IN CONNECTION WITH BANK'S DEPOSITING AN ITEM PAYABLE TO OR ENDORSED IN FAVOR OF AN ACCEPTABLE PAYEE OR A REASONABLE VARIATION THEREOF, AS AFORESAID;

- (b) Check Only Transaction. For a transaction without a payment coupon or remittance information (a "Check Only Transaction"), Bank will accept all payments delivered to Customer's Lockbox. **FOR CHECK ONLY TRANSACTIONS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER HEREBY AGREES TO REIMBURSE AND INDEMNIFY BANK FOR AND HOLD BANK HARMLESS AGAINST ANY CLAIMS, CONTROVERSIES, LOSSES, LIABILITIES, SUITS, JUDGMENTS, COSTS, AND EXPENSES AT ANY TIME INCURRED IN DEFENDING AGAINST ANY SUCH CLAIM OR CONTROVERSY, ARISING OUT OF OR IN CONNECTION WITH BANK'S DEPOSITING AN ITEM PAYABLE TO OR ENDORSED IN FAVOR OF ANY PAYEE;**
- (c) Missing Date. If the date on an Item is absent, the Item will be stamped "REFER TO MAKER" and deposited;
- (d) Postdated Item. Good faith efforts will be used to deposit an Item that is postdated in accordance with Customer's instructions;
- (e) Stale Date. Good faith efforts will be used to deposit an Item dated more than six (6) months prior to the date it is collected from the Lockbox;
- (f) Amounts Differing. If an Item's written and numeric amounts differ, Bank will credit the Lockbox Account with the written amount or in accordance with Customer's instructions. If both amounts are illegible the Item will NOT be deposited;
- (g) Signature Missing. If the drawer's signature is missing, Bank will stamp "REFER TO MAKER" on the signature line and deposit the Item;
- (h) Restrictions and Conditional Notations. Upon request, Bank will use good faith efforts to attempt to identify and segregate any Items bearing restrictive or conditional notations such as, but not by way of limitation, "Payment-in-Full", "Balance on Account" or "Final Settlement". All Items so identified will NOT be deposited; however, Bank shall have no liability to any person should it process and deposit an Item or Items bearing any such restrictive or conditional notation;
- (i) Drafts. All signed sight drafts or payable through drafts of one thickness of paper with MICR numbers will be handled in the same manner as other Items. All other drafts will either be handled as collection Items or forwarded to Customer as Bank deems appropriate;
- (j) Foreign Items Deposited for Face Value. For foreign items that are deposited for face value, exchange rate adjustments are made by Collection Department after the deposit; and
- (k) Cash. Any Cash will be converted into a "Cash Substitution Document" for processing. The Cash Substitution Document and any papers accompanying the Cash in the envelope received at the Lockbox will be processed by two employees, verifying the Cash received. Customer should advise Customers not to send Cash payments to the Lockbox.

Items which are found to be unacceptable for deposit or truncation pursuant to this Section 4 of these Lockbox Services specific provisions will NOT be deposited to the Deposit Account or truncated, but will be processed as provided for in Section 6 of these Lockbox Service specific provisions.

5. Processing Procedures for Acceptable Items and Cash. Each Item found to be acceptable after inspection in accordance with Section 4 above, and all Cash Substitution Documents, will be processed as instructed by

Customer in the following manner:

- (a) Endorsement. The following endorsement will be applied to each Item deposited: "Credited to the Account of the within named payee, absence of endorsement guaranteed, Bank";
- (b) Deposits. In order to maximize funds availability, Bank will make one or more deposits of Items and/or Cash Substitution Documents received each Business Day, depending on volume, and credit the Deposit Account, unless otherwise requested in writing by Customer;
- (c) Assembly. The following information regarding each deposit will be assembled, batched and imaged by deposit (a "Deposit Batch") and forwarded to Customer (i) deposit report; (ii) listing of all Items and Cash Substitution Documents included in the deposit; (iii) images, as requested by Customer; and (iv) any accompanying paper(s) or images of paper(s) included in an envelope removed from the Lockbox and relating to an Item or Cash Substitution Document included in such deposit; We will image or otherwise make a record of each item and accompanying documents processed pursuant to the terms of your Lockbox Service Enrollment Form.
- (d) Online Images. Check and remittance documentation images are available after the cutoff time on the day of deposit through our Web Lockbox portal. In some cases, indexes for Web research, the remitter name, check number, and invoice amount may be entered for each request. Other data such as invoice number and invoice amount can also be captured. Keystroke fees will apply for each data field entered.

6. Processing of Items Which Are Not Deposited and Other Documents. The following items will be batched or imaged separately and forwarded with the daily remittance materials, in accordance with Section 7 of these Lockbox Service specific provisions:

- (a) Unprocessed Items. Items which are NOT deposited or truncated pursuant to Section 4 above, with accompanying papers and envelopes; and,
- (b) Envelopes. Envelopes which contain Customer correspondence only.
- (c) Other Instructions. You agree to instruct customers not to send cash, returned merchandise, notices, communications or other material (not previously approved by us in writing) with their payments to the address specific for this service. Unless we agree otherwise in writing, you also agree that you will not provide customers with marketing reply forms or other materials in connection with your billing process which customers may return with their payments to the service address. You agree to notify us at least 30 days in advance of any material change in your remittance statements and/or mailing schedule.

Unless otherwise agreed in writing, we assume no duty to you or others with respect to returned merchandise, property, or correspondence mailed to the address provide for this service. We may return such items to the sender (if known by us) or, at least forward them to you at your sole risk and expense.

7. Materials Disposition. Each Deposit Batch, all Items that have not been deposited or truncated, and the other documents described in Section 6 above will be provided to Customer daily as instructed by Customer in the Enrollment Form.

POSITIVE PAY SERVICE

- 1. The Service.** This Section sets forth the terms and conditions relating to the Bank's Positive Pay Service and is applicable only to Customers who execute an Enrollment Form requesting this Service. Bank agrees to provide various fraud prevention services to Customer through Bank's Business Online Banking Service for the purposes of increasing the chance of identifying fraudulent or unauthorized checks and/or ACH / electronic transactions drawn on selected Deposit Accounts, as identified to Bank.
- a) Positive Pay - Checks. Customer sends a file of issued checks to Bank. Bank only automatically pays checks that match the Issue Check File. Customer makes the decision to pay or return exceptions that do not match the Issue Check File ("Decision").
 - b) Positive Pay - ACH Blocking. ACH debit and/or credit entries are automatically returned to the Originator with no notice to Customer.
 - c) Positive Pay - ACH Blocking with Review. Except for those ACH entries originated by Bank on its own behalf, Bank intercepts incoming ACH debits and Customer makes the decision to pay the item or not ("Decision").
 - d) Positive Pay - ACH Filtering. Except for those ACH entries originated by Bank on its own behalf, all ACH entries originated by another party either through Bank's Services or received from another Originating Depository Financial Institution ("ODFI") will be blocked unless an approved identifier for that transaction has been provided to Bank by Customer. The company ID of the Originator or the individual ID of the Receiver are the available identifiers of the transactions. ACH Filtering Services do not affect checks converted to ACH transactions.
- 3. Procedures.**
- (a) Transmittal. Files delivered to Bank shall be prepared and submitted in compliance with the formatting as provided. Transmissions will be received according to agree upon schedule for posting to the Issued Check File (defined herein).
 - (b) Check Processing for Positive Pay. For applicable Deposit Accounts identified whereby Customer has requested Bank verify checks against an Issued Check File, Customer agrees to deliver or transmit the serial number, amount, date issued and, at Customer's option, the payee name, along with the status of each check by Deposit Account number (such data cumulatively, the "Issued Check File") to Bank in the format agreed to by Bank and Customer. With the exception of checks presented for immediate payment in person ("Teller Checks"), Issued Check File data received before 12:01 AM Central Time each Business Day will be used to verify any checks or electronic Check presentment (ECP) items posting to the applicable Deposit Account that Business Day. For items presented through ECP, the serial number on the MICR line of the Customers checks as shown on the ECP item must match. Any Issued Check File data received by Bank during banking hours of a Business Day will be made available to Bank's tellers within fifteen (15) minutes of Bank's receipt. Teller Checks will be cashed only if verified against the most recent Issued Check File made available to Bank tellers and, if cashed, will be posted to the applicable Deposit Account on the Business Day they are received. If the online Issued Check File is unavailable, Bank's tellers will follow normal check cashing procedures. Customer acknowledges that any Stop Payment issued on a check will supersede any data transmitted hereunder.
 - (c) ACH External Debits for ACH Blocking with Review. As requested by Customer, ACH external debits (items not originated by or at Bank) will be completely blocked or will be matched against the stated maximum dollar limit ("Maximum Limit") as provided by Customer. Those debits in excess of the stated Maximum Limit will be rejected. All transactions originated by or at Bank (including direct deposit settlement transactions) are considered internal items and will not be matched against Customer's maximum and are processed,

regardless of the amount.

- (d) Exception Reporting. At or before 9:00 AM Central Time of each Business Day, for each Deposit Account for which Customer has requested the Service, Bank will make available to Customer by means of its Business Online Banking Service, an exception report (the "Exception Report") for the prior Business Day for each Deposit Account for which Customer has requested the Service. The Exception Report will list (i) all checks and Substitute Checks (defined herein) and ECP items posted to the applicable Deposit Account but not on the Issued Check File; (ii) all checks and Substitute Check items posted to the applicable Deposit Account that are on the Issued Check File but for an amount different than that stated on the Issued Check File; (iii) where Customer chooses to set Maximum Limits, those check, Substitute Check, and/or ACH items exceeding the Maximum Limit; and (iv) all ACH debits where Customer chooses to block ACH debits.
- (e) Payment Authorization for Exception Report Items. In the event Customer wants to authorize payment of any item on the Exception Report, Customer must notify Bank of its intent to authorize such payment on or before 11:00 AM Central Time of the Business Day that Customer received such Exception Report. Such notification must be made by an authorized User to Bank via Bank's Business Online Banking Services. Any items on the Exception Report not authorized for payment by Customer as provided for herein, will be marked "REFER TO MAKER" and returned. Bank does not check items on the Exception Report(s) against previously cleared items. In the event Bank does not receive Customer's instructions on or before 11:00 AM Central Time of the Business Day on which Customer received such Exception Report, Bank will, based on the Default Decision selected by Customer in advance, either pay all or return all items identified on the Exception Report. Customer agrees and acknowledges that Bank is not responsible for any liability associated with the payment or non-payment of items based on the default option selected by Customer. Customer understands that Bank is not responsible for any errors or failures of Customer's equipment and software (including web browser software) that allows Customer to access the Internet (collectively, the "Computer"), including but not limited to, any virus or Internet related problems that may be associated with Customer's access and use of the Service.
- (f) Default Decision. If Customer selects the Positive Pay Services, Customers are obligated to select a default decision to pay or return Exceptions. If Customer has not informed Bank of any Decision by Bank's 11:00 p.m. Central Time deadline, the default decision as designated by Customer, will automatically be applied to checks and ECP check presentment items based on Customer's default selections.

4. Security Procedures. Customer agrees to establish prudent security standards and policies that include proper safeguards to protect the confidentiality of all Login IDs and Passwords that are assigned to the Customer for initiating transactions using this system. Bank agrees to provide reasonable assistance to establish training, and support to the Customer for properly using this Service. Any file transmission initiated or authorized using a valid combination of a Login ID and User Password is considered to be authentic, valid and binding. If Customer suspects or believes any such information has been compromised, it shall immediately contact Bank at the following:

Treasury Management Solutions - Treasury Operations
(713) 629-2850
treasuryoperations@texasfirst.bank

The Customer and Bank shall comply with following Security Procedures with regard to the delivery/transmittals of files by the Customer to Bank.

- b) Customer and Bank shall comply with the security procedure requirements described in these documents attached hereto with respect to File transmissions by Customer to Bank. Customer acknowledges that the purpose of such security procedure is for verification of authenticity and not to detect an error in the transmission or content of any such files. No security procedure for the detection of any such error has been agreed upon between Bank and Customer.
- c) Customer is strictly responsible to establish and maintain the procedures to safeguard against unauthorized transmissions. Customer warrants that no individual will be allowed to transmit files in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the security procedures.

5. Updating Issued Check File(s). For each Deposit Account for which Customer requests Services hereunder, Bank will only pay Items presented for payment against such Deposit Account in accordance with the terms of the Agreement. It is the responsibility of Customer to routinely and regularly update the "Issued Check File." Bank is not liable to Customer or any third party for the payment or rejection of items consistent with the terms of the Agreement, or for the erroneous payment or rejection of an item due to an encoding error or posting error. Should Customer fail to routinely update Issued Check File(s), Bank may terminate this Service immediately upon written notice to Customer.

REMOTE DEPOSIT CAPTURE SERVICE

- 1. The Service.** This Section sets forth the terms and conditions relating to the Bank's Remote Deposit Capture Service and is applicable only to Customers who execute an Enrollment Form requesting this Service. Bank agrees to provide Remote Deposit Capture Services ("RDC") for the purpose of electronically depositing from Customer's premises, Original Checks received in the ordinary course of business. This expedited process improves collections and increases funds availability of deposits into selected Deposit Accounts. Bank will provide the Processing Equipment and Processing Software on a month-to-month licensed (as set forth below), both of which are necessary for Customer to perform RDC activities. Customers are permitted to truncate Original Checks received for payment and subsequently destroy such checks after a period of time.
- 2. Definitions.** The meanings of the defined terms set forth below are also applicable to this Agreement and to the RDC User Guide. If any capitalized term is used in Regulation CC (Vol. 12 of the U.S. Code of Federal Regulations, part 229) promulgated by the Board of Governors of the Federal Reserve Board (the "FRB"), as it may be amended, substituted for, or recodified from time to time ("Reg. CC"), then such term generally shall have the meaning assigned to it in Reg. CC. To the extent that any of the defined terms use a term not defined herein but otherwise defined in Reg. CC, then such definition also incorporates the meaning assigned to the applicable term as set forth in Reg. CC. Other non-grammatical capitalized terms used in the Agreement, if defined herein or in the Agreement, are given the meaning assigned to such terms the first time the term is used. All other non-grammatical capitalized terms used that are not otherwise defined herein shall have the meaning given to such term in Article 3 or Article 4 of the Uniform Commercial Code effective in Texas as amended from time to time ("UCC").
 - (a) "ANS X9.13" means the standard promulgated by ANSI entitled "Specifications for Placement and Location of MICR Printing" for Original Checks, or any amended or successor standard designated by the FRB.
 - (b) "ANS X9.37" means the standard promulgated by ANSI entitled "Specifications for Electronic Exchange of Check and Image Data" or any amended successor standard designated by the FRB for all forward and return image cash letter files.
 - (c) "ANS X9.100-140" means the image quality standard promulgated by ANSI entitled "Specifications for an Image Replacement Document – IRD" or any amended or successor standard designated by the FRB.
 - (d) "ANSI" means the American National Standards Institute.
 - (e) "Check 21" means FRB Reg. CC, Subpart D, promulgated to implement the provisions of the Check Clearing for the 21st Century Act.
 - (f) "CTA" means the Check Clearing for the 21st Century Act, which became effective October 28, 2004.
 - (g) "Claimant Bank" means a bank that submits a claim for a re-credit for a Substitute Check to an Indemnifying Bank under Section 229.55 of Check 21.
 - (h) "Collecting Bank" means any bank handling a check for forward collection, except the paying bank.
 - (i) "Documentation" means the electronic files or written materials that provide the description, methods of operation, and required environmental and maintenance procedures of the Processing Equipment and Processing Software, including any online or manual help files.

- ⓓ "Electronic Deposit" means a file that contains information regarding each Sufficient Image Copy to be transmitted by Customer to Bank in the same batch as the Electronic Deposit and that meets all of the requirements imposed from time to time by Bank in the Procedures.
- ⓓ "Indemnifying Bank" means a bank that provides an indemnity under Section 229.53 of Check 21 with respect to a Substitute Check.
- ⓓ "Magnetic Ink Character Recognition Line" or "MICR Line" mean the numbers, which may include the routing number, account number, check number, check amount and other information, that are printed near the bottom of a check in magnetic ink in accordance with the Standards.
- ⓓ "Original Check" means the first paper check issued to or endorsed in favor of Customer with respect to a particular payment transaction.
- ⓓ "Processing Equipment" means Customer's personal computer central processing unit (CPU), keyboard, mouse combined with Scanner and other equipment provided by Bank to permit its Customer to engage in RDC activities.
- ⓓ "Processing Software" means the software loaded on the Processing Equipment by the Bank that administers the RDC process, captures check images and transmits captured images for deposit.
- ⓓ "Reconverting Bank" means (1) the bank that creates a Substitute Check; or (2) with respect to a Substitute Check that was created by a person that is not a bank, the first bank that transfers, presents, or returns that Substitute Check or, in lieu thereof, the first paper or electronic representation of that Substitute Check.
- ⓓ "Standards" means the applicable standards set forth in CTA, Check 21 or as promulgated by ANSI for image quality and transmission protocols, including but not limited to, ANS X9.13 and ANS X9.100-140 (or any amendment or substitute for such standards as may be promulgated from time to time), whether such standard pertains to the MICR Line, the image quality of the Original Check, the placement of an image of the Original Check on the Substitute Check, or the manual or electronic transfer of a Sufficient Image Copy or other electronic representation of an Original Check or a Substitute Check, unless the FRB, by rule or order determines that a different standard is to apply.
- ⓓ "Substitute Check" means a paper reproduction of an Original Check that (1) contains an image of the front and back of the Original Check; (2) bears a MICR line that, except as provided under the applicable Standard, contains all the information appearing on the MICR line of the Original Check at the time that the Original Check was issued and any additional information that was encoded on the Original Check's MICR line before an image of the Original Check was captured; (3) conforms in paper stock, dimension, and otherwise with ANS X9.100-140 (unless the FRB by rule or order determines that a different standard applies); and (4) is suitable for automated processing in the same manner as the Original Check.
- ⓓ "Sufficient Copy" and "Copy" means (1) A sufficient copy is a copy of an Original Check that accurately represents all of the information on the front and back of the Original Check as of the time the Original Check was truncated or is otherwise sufficient to determine whether or not a claim is valid. (2) A copy of an Original Check means any paper reproduction of an Original Check, including a paper printout of an electronic image of the Original Check, a photocopy of the Original Check, or a Substitute Check.
- ⓓ "Sufficient Image Copy" means an electronic image of an Original Check or Substitute Check that is capable of printing a Sufficient Copy of such Original Check or Substitute Check.

- (l) "Truncate" means to remove an Original Check from the forward collection or return process and send to a recipient, in lieu of such Original Check, a Substitute Check or, by agreement, information relating to the Original Check (including data taken from the MICR line of the Original Check or an electronic image of the Original Check), whether with or without the subsequent delivery of the Original Check.

3. Business Days, Posting, Funds Availability.

- (a) Business Days. Any day on which a majority of the Bank's offices are open to the public for conducting substantially all business functions shall be a "Business Day"; provided, however, that Saturdays, Sundays and federal holidays are not Business Days even if a majority of the Bank's offices are open.
- (b) Posting. Transactions (deposits, funds transfers, instructions and entries) related to any Service will be posted to the applicable Deposit Account as provided for in the Bank's current Funds Availability Policy. The Bank may change any cutoff deadline at any time by giving notice, as required by law, of the change to the Customer.
- (c) Funds Availability. Any funds transferred pursuant to a transaction hereunder will be available for withdrawal or advance as provided for in the Bank's then current Funds Availability Policy, as amended from time to time, and in accordance with applicable law.

4. Processing Procedures.

- (a) Bank has established a manual ("User Guide") to be provided to Customer with respect to RDC activities. User Guide provides operating instructions and in conjunction with the services, specific provisions herein, prescribes the administration and use of RDC. A copy of User Guide shall be furnished to each physical processing site of Customer with subsequent updates to the User Guide provided from time-to-time.
- (b) At all times the images captured and transmitted by Customer through RDC shall be sufficient for Bank or any subsequent Reconverting Bank, to print and distribute a Substitute Check in compliance with the Standards.

5. Bank Responsibilities.

- (a) Bank will deliver to Customer, or otherwise provide access to, the Processing Software.
- (b) Bank will deliver to Customer, or otherwise provide, the Processing Equipment that will reasonably accommodate the Customer's anticipated requirements.
- (c) Bank will provide the required User ID and Password to Authorized Party or User in order to utilize RDC Service.
- (d) Bank will provide Documentation as well as installation and training support reasonably required for Customer's implementation of RDC Service.
- (e) Bank will accept for deposit and collection to the Customer's Deposit Accounts the electronic images of Original Checks that are transmitted to Bank in compliance with the Standards. Electronic images shall be deemed received by Bank based upon time of receipt as well as successful receipt of the transmission of such images that are complete, usable, and adhere to the Standards. If electronic images are not complete, are not usable, or do not adhere to the Standards, the images may not be processed by Bank, in which event Customer's deposit will be adjusted and notification provided.
- (f) Bank will process the Customer's electronic images that are Sufficient Image Copies after it has received Customer's transmission of electronic images. Bank will use commercially reasonable efforts to present the Sufficient Image Copies for collection under the Check 21 framework. Unless Bank notifies Customer

otherwise, Bank will provide same day ledger credit to Customer's deposit account for all Sufficient Image Copies transmitted by Customer and received by 6:00 p.m. each banking day. However, Bank shall not be responsible for providing ledger credit on the same day a file has begun to be transmitted to Bank by Customer unless the file containing the electronic deposit is fully received by Bank prior to the 6:00 p.m. depository cut-off time.

- (c) If a Drawee Financial Institution returns an image representing an item to Bank unpaid, Bank will charge Customer's respective deposit account for such returned item and may either (i) return the item to Customer, or (ii) re-present it to the Drawee Financial Institution before returning it to the Customer. Items may be returned as Image Exchange Items, rather than Substitute Checks. If a Drawee Financial Institution or other third party makes a claim against Bank or seeks recredit with respect to any electronic item, Bank may provisionally freeze or hold aside a like amount in the Customer's deposit account pending investigation and resolution of the claim.

6. Customer Responsibilities.

- (a) Customer will only use Remote Deposit Capture to Truncate Original Checks it has received in the ordinary course of business, to transmit images of such Original Checks to Bank for credit to its deposit account maintained at Bank. Customer may not perform Remote Deposit Capture services for any third party, and any attempt to do so shall automatically terminate this Remote Deposit Capture Service, except for any provisions regarding this Remote Deposit Capture Service that are expressly to survive such termination.
- (b) Customer will only perform Remote Deposit Capture on the Processing Equipment unless specifically approved otherwise by Bank in writing in accordance with the provisions of Section 12 below, such approval to be in the sole discretion of Bank.
- (c) Customer will only use the Processing Software provided by Bank with the Processing Equipment or such other software as specifically approved in writing by Bank in accordance with the provisions of Section 12 below to perform Remote Deposit Capture.
- (d) Customer shall store and process all Original Checks in a manner reasonably likely to not demagnetize the MICR Line, including using care not to store or process checks near sources of measurable electro-magnetic radiation.
- (e) Files that contain electronic images for deposit that purport to come from a Transactional User of the Customer will be deemed by Bank to have been lawfully transmitted by the Customer with full authorization. Accordingly, Bank recommends that Customer limit Transactional Users to its trusted or bonded employees that routinely handle cash and deposit checks for Customer, plus a limited number of supervisory personnel.
- (f) Customer will transmit to Bank only a Sufficient Image Copy of Original Checks for electronic deposit. No image transmitted by Customer to Bank using Remote Deposit Capture represents an Original Check that has already been collected.
- (g) Customer shall retain each Original Check that is truncated through any Remote Deposit Capture activity for a reasonable period of time, but in no event fewer than forty-five (45) Calendar days from the date of deposit or such longer time as Bank may request from time to time with respect to any specific Original Check, and shall be made available to Bank promptly upon the request of Bank. In the absence of retaining the relevant Original Check for the time period specified, Customer shall be solely responsible for the cost of any claim brought by the Drawer of the check that for resolution would reasonably require access to relevant Original Check.

- (h) Customer understands that in all cases it is solely responsible for safeguarding all items it retains as required or permitted by this service from destruction, alteration or theft in accordance with the provisions of this Agreement and Section 6(l) below.
- (i) Customer will destroy Original Checks after the Forty-five but no longer than 60 days by shredding the Original Checks. If shredding capabilities are not available, customers may bring the Original Checks to the bank for shredding.
- (j) Customer will restrict physical access to each Original Check to those employees as would ordinarily have access to Customer's own cleared checks, or other personnel designated to specifically have access to such items pursuant to Customer's system of internal control.
- (k) The Original Checks shall be securely stored by the customer and shall be retained in order from date of deposit and sequence number for a reasonable period of time, but in no event for less than (45) Calendar days from the date of deposit or such longer as may be requested by the bank from time to time,
- (l) Customer agrees that it will be able to retrieve and produce for Bank any Sufficient Image Copy (or, at the Customer's option, the Original Check) in question within thirty-six (36) hours of a written (including email) request by Bank. In the absence of retaining the relevant Sufficient Image Copy for the time period specified, Customer shall be solely responsible for the cost of any claim brought by the Drawer of the check that for resolution would reasonably require access to the relevant Sufficient Image Copy, and shall indemnify Bank in accordance with the terms of both Section 25 of this Agreement and the "Customer Indemnity" Section 11 (set forth below) of this Remote Deposit Capture Services Section.
- (m) Prior to transmittal to Bank of any electronic file that contains an image of any Original Check, Customer shall conduct an analysis of such images (and such analysis may be through the use of the Processing Software) that will evaluate the image quality, image placement and image usability of each image transmitted, to insure that such image complies with the requirements of the Procedures and the Standards. In the event such analysis reveals that the image quality, image placement or image usability is below that required by the Procedures and Standards, then Customer shall reprocess such Original Check until a Sufficient Image Copy is produced in compliance with the Procedures and Standards or Customer may manually submit the item for deposit at a financial center of Bank. Customer shall also manually prepare a total of the amount of the expected Electronic Deposit and shall compare that amount to the amount the Processing Software indicates is the total for the batch of images associated with that Electronic Deposit and systematically corrects any discrepancies.
- (n) Customer understands that Bank is relying on the truth and veracity of all electronic records transferred by Customer to Bank, and warrants that such records accurately reflect original documents that are, or at the time of the creation of the electronic records, were in the possession of Customer. Accordingly, Customer agrees that Bank may, upon one (1) Business Day notice, have its personnel or auditors and examiners appointed by Bank or a banking regulatory authority, inspect Customer's premises, the Processing Equipment, the Processing Software, and any of Customer's records pertaining to the matters set forth in this Agreement or this Remote Deposit Capture Services Section. Bank shall make all commercially reasonable efforts to avoid significant disruption of Customer's business operations in conducting such audit or inspection, and shall comply with Customer's reasonable workplace rules that have been communicated to the audit or inspection personnel in writing. Customer understands that Bank is a federally insured financial institution that is subject to examination by the Federal Deposit Insurance Corporation (FDIC), the Texas Department of Banking or other banking agencies, and to the

extent that any such examination request access to any audit or inspection report of Bank, or access to the records, Processing Equipment, Processing Software or other documents that are the subject of this Agreement, Customer shall fully cooperate with such examiners.

You are required to establish and maintain internal Security Devices and Procedures sufficient to prevent any Unauthorized Use, including but not limited to (a) running antivirus software before transmitting data to us (b) maintaining the security of your internal communications networks, and (c) ensuring a secure physical environment when using Remote Deposit Capture Services. You understand and agree that your failure to do so may result in Unauthorized Use. You may use any commercially available, industry recognized antivirus software of the type that detects and disinfects viruses automatically, without the need for you to execute virus scanning for each file manually. You are required to update your antivirus software regularly, and at all times, to act in accordance with Applicable Law. You are further required to conduct an annual audit to ensure that your procedures include adequate levels of: (1) physical security to protect against theft, electronic tampering or damage, (2) personnel and access controls to protect against Unauthorized use and/or access to information by unauthorized individual, and (3) network security to ensure secure capture, storage, transmission, and distribution of financial information. In addition to protecting your Security Devices, you should also take precautions to protect personal identification information, such as driver's license, social security number, or tax identification number. This information by itself or together with account information may allow unauthorized access to accounts. You should also protect and secure all information stored in any personal computer or other equipment you use to access our Remote Deposit Capture. Tell us AT ONCE if you believe your login information, passwords, or other Security Devices and Procedures have been lost, stolen or otherwise compromised or used without your authorization.

7. Processing Equipment.

- (a) To enable Customer to perform Remote Deposit Capture, Customer must use the Processing Equipment provided by Bank on a month-to-month license. Title to the Processing Equipment shall remain with Bank at all times unless purchased, and the Processing Equipment shall at all times be and remain personal property of Bank, even if installed in or attached or affixed to real property. Customer shall have no right, title or other interest therein, except the right to use the Processing Equipment in the normal operation of the business of Customer only at the locations designated to Bank and then only on the express condition that all payments due to Bank hereunder shall have been paid and Customer shall be in compliance with all other terms of this Agreement. Customer may request in writing a change in such location at least ten (10) Business Days prior to the date of any such change, and Bank shall reasonably consent to such request provided that Customer bears all costs of such move, including any costs associated with protecting Bank's ownership interest in the Processing Equipment. Customer at its expense shall protect and defend Bank's title to the Processing Equipment and shall keep the Processing Equipment free and clear from all liens, claims, levies, encumbrances and legal process of Customer's creditors or other persons. Customer shall give Bank immediate notice of any attachment or other judicial process affecting the Processing Equipment, or which might so affect the Processing Equipment. Bank shall be permitted to display notice of its ownership of the Processing Equipment by affixing to each item of Processing Equipment an identifying plate or any other identification of ownership, and Customer will not alter, deface, cover, or remove the plate, serial number or other identification of the item.
- (b) Customer shall not load or attempt to load any software on the Processing Equipment that is not provided by Bank without the express written permission of Bank, given in its sole discretion. The

Processing Equipment shall be used solely for the performance of Remote Deposit Capture, and solely for the benefit of Customer and no third party.

8. Processing Software:

- (a) Customer shall receive a limited, non-exclusive, non-transferable license to use the Processing Software solely for the term of this Service, and solely for the purposes set forth herein.
- (b) Customer may only use the Processing Software on Processing Equipment supplied or specifically approved in writing by Bank and at the location designated by Customer located in the United States (or such other location as approved by Bank) and reasonably approved by Bank in writing or in an electronic communication.
- (c) Customer understands that it shall only receive an object code version of the Processing Software, and not a source code version and Customer further agrees that in no event shall it reverse engineer or decompile the object code of the Processing Software, or otherwise attempt to discover the source code.
- (d) Customer shall have no right to transfer the Processing Software or to make it available, in any format, to any third party, nor shall Customer have the right to copy, publish or make derivative works of the Software except as expressly permitted by Bank in writing. In addition, Customer is not permitted to make any copies of the Processing Software for any purpose, including backup or archival. In the event that the Processing Software becomes corrupted or is otherwise deleted, disabled or damaged, then only Bank personnel or its authorized agents may reload or restore the Processing Software to the Processing Equipment. Customer may not load the Processing Software on to any computer except the Processing Equipment without the express written permission of Bank, which shall be given in Bank's sole discretion. Customer may make only the number of copies of the Documentation as is necessary for each Transactional User, Remote Deposit Capture Service Contact and Authorized Administrator to have one copy.
- (e) Customer shall not remove, alter or destroy any form of copyright notice, proprietary marking or confidential legend placed upon or contained within the Documentation, the Processing Software or any screen that the Processing Software causes to be displayed. All such notices, markings and legends must be included or reproduced on or in any copies made.
- (f) Bank warrants to Customer that it has no knowledge that any intellectual property rights of any third party shall be infringed or diluted by Customer's use of the Processing Equipment and Processing Software, and that Bank has either ownership of Processing Equipment and the Processing Software, or has a right to grant the licenses herein. Customer recognizes that Bank has acquired most or all of the Processing Software under license from a third party and all Processing Equipment was manufactured by a third-party without any specifications or customization by Bank. Customer acknowledges that Bank is unable to warrant the performance of the Processing Equipment and Processing Software, but Bank shall use commercially reasonable efforts to enforce warranties from any third-party licensor to the extent that Customer's use of the Processing Equipment and Processing Software is impeded because of defects. Customer understands and acknowledges that the Processing Software is not warranted to be error free, and Customer shall promptly bring to Bank's attention any errors in the Processing Software it discovers.

9. License.

Subject to the terms and conditions of this Agreement and this Section regarding Remote Deposit Capture Services, Bank hereby grants Customer a non-exclusive, non-transferable, limited license to: (i) access and/or use the Processing Software for Customer's own business operations but only to the extent that

such software resides on the Processing Equipment and (ii) to use the Documentation in support of Customer's authorized use of the Processing Software. Customer agrees to abide by the provision of this Agreement, and this Section in particular, with respect to all Processing Software and Documentation.

10. Provisions Applicable to Customer Related Entity Use.

If a Customer elects to receive the Remote Deposit Capture Services, such Services also includes the ability and license for Customer and its Related Entities to use the Processing Equipment and Processing Software to perform Remote Deposit Capture Services to transmit an Electronic Deposit to Bank, including a file of Sufficient Image Copies of checks that total to the amount of the Electronic Deposit. Customer must list such Related Entities on Bank's appropriate authorization form. If a Customer's Related Entity maintains its normal check processing activity in a location remote from the Processing Equipment and Processing Software licensed by Bank to Customer, then such Related Entity shall also complete any forms required by Bank, and shall so license additional Processing Equipment and Processing Software, at the same fees, unless other duly authorized compensation arrangements have been made in writing between Customer and Bank. Each Related Entity, by using the Processing Equipment and Processing Software either licensed indirectly through Customer or licensed directly to the Related Entity, hereby agrees to abide by each and every term of this Agreement, including governing law, for each and every Electronic Deposit transmitted by the Related Entity.

11. Representations and Warranties.

It is the intention of the Party to this Agreement that the warranties deemed given by a depositor of a check to a bank under the UCC as applicable from time to time in the State of Texas shall also apply to any image or electronic representation of an Original Check transferred by Customer to

Bank as if such image or electronic representation were a paper check within the meaning of the UCC. Accordingly, except to the extent that any warranties deemed given under the UCC are expressly superseded by CTA or Check 21, Customer understands that Customer shall be deemed to have given Bank all of the warranties that Customer would have given under the UCC for the deposit of an Original Check by transferring to the Bank any electronic file that contains or purports to contain a Sufficient Image Copy of an Original Check. The above warranties are deemed given to Bank and any person, Customer or bank to which Bank transfers, presents or returns any of the images included in such electronic file as a Sufficient Image Copy or that purports to be a Sufficient Image Copy, or a Substitute Check created by Bank or any subsequent bank receiving a copy of such image. Customer represents that it shall permit no entity to use the Processing Equipment and Processing Software, whether licensed to Customer directly, or licensed to one of its Related Entities, other than a Related Entity listed on the Bank's appropriate authorization form. For the purpose of avoiding doubt, and not as a limitation of the generality of the foregoing statement, Customer acknowledges that the indemnification obligations of Customer set forth in Section 11 below apply equally to the activities of each Related Entity of Customer, so that Bank may call upon Customer and its assets to satisfy such indemnification obligations, even if the conduct that gave rise to the indemnity obligation were conducted by a Related Entity of Customer.

12. CUSTOMER INDEMNITY. IF CUSTOMER ELECTS TO USE THE BANK'S REMOTE DEPOSIT CAPTURE SERVICE THEN CUSTOMER ASSUMES LIABILITY FOR, AND HEREBY AGREES TO INDEMNIFY, PROTECT AND HOLD HARMLESS BANK AND ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS AND ASSIGNS ("BANK INDEMNITEES"), FROM AND AGAINST ANY AND ALL LIABILITIES, OBLIGATIONS, LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, OF ANY KIND OR NATURE ("DAMAGES") ARISING OUT OF THE USE OF, CONDITION (INCLUDING

LATENT AND DEFECTS AND WHETHER OR NOT DISCOVERABLE BY CUSTOMER OR BANK), OPERATION, OWNERSHIP, SELECTION, DELIVERY, INSTALLATION OR LICENSING OF ANY ITEM OF PROCESSING EQUIPMENT.

13. Limitation on Bank Liability for Remote Deposit Capture Services.

Bank shall not have any liability for any breach of any representation, warranty or covenant of this Agreement to the extent caused by: (i) the unavailability of the external connection services and other Internet network functions; (ii) any modifications, alterations of or additions to the Processing Software or Processing Equipment performed by anyone other than Bank or Bank's designated service providers; (iii) the use of the Processing Software or the Processing Equipment by Customer in a manner not as set forth in this Agreement or any procedures or Documentation, in a manner for which it was not designed, or in combination with systems, products or components not supplied or approved in writing by the Bank; of (iv) Customer's use of software, equipment or other systems not supplied by Bank. **SUBJECT TO THE EXPRESS LIMITATIONS ON LIABILITY SET FORTH IN THIS AGREEMENT, IF BANK BREACHES THIS REMOTE DEPOSIT CAPTURE SERVICES SECTION, IT SHALL BE LIABLE TO CUSTOMER FOR DIRECT CONTRACT DAMAGES ARISING OUT OF SUCH BREACH OF ITS OBLIGATIONS UNDER THIS SECTION LIMITED IN THE AGGREGATE AMOUNT TO THE GREATER OF FIFTY-THOUSAND DOLLARS (\$50,000.00) OR THE FEES PAID BY CUSTOMER TO BANK FOR REMOTE DEPOSIT CAPTURE SERVICES.**

14. Customer Use of Other File Formats, Processing Equipment and Processing Software.

Customer may request that Bank allow Customer (and any of its Related Entities) to transmit files in ANS X9.37 file format or another file format not listed in this Agreement or in the User Guide, with such transmission to be accomplished via non-Bank issued equipment or software. Bank may approve Customer's request for deviation from file format, equipment or software upon written approval, which Bank may give in its sole discretion and subject to Bank's approving the details of the proposed file transmission, related security procedures and other particular details of transmission and Remote Deposit Capture.

IF A CUSTOMER REQUESTS TO USE A FILE FORMAT NOT LISTED IN THIS AGREEMENT OR IN THE USER GUIDE, OR ANY EQUIPMENT OR ANY SOFTWARE OTHER THAN THAT PROVIDED BY BANK, CUSTOMER HEREBY EXPRESSLY DISCLAIMS ANY EXPLICIT OR IMPLIED WARRANTIES OR ANY OTHER EXPLICIT OR IMPLIED GUARANTIES REGARDING FILE SECURITY, INCLUDING SECURITY DURING TRANSMISSION.

15. Survival.

Notwithstanding, anything in this Agreement to the contrary, the obligations created by Sections 9 (License), (Representations and Warranties), and 12 (Customer Indemnity) of this Remote Deposit Capture Services Section shall survive termination, expiration or cancellation of this Service or this Agreement.

16. Termination.

This contract may be terminated if any of these reasons prevail. (1) a material adverse change occurs in the Customer's business or financial conditions; (2) Customer fails to maintain balances in accounts sufficient to cover overdrafts; (3) Customer violates the terms of this Agreement or any financing arrangement with Bank; (4) Customer fails to provide financial information reasonably requested by Bank; or (5) Bank determines it is impractical or illegal to provide the service because of changes in laws, rules or regulations.

CONFIDENTIALITY.

All users guides, manuals, data, software, processes, and other information provided to Business in connection with the Service and all fee and pricing information with respect to the Service ("Information") is the proprietary and confidential property of Financial Institution and /or its relevant licensors or suppliers. Business agrees to use the Information only in the manner specified by Bank and in the ordinary course of Business's commerce, to return it to Bank upon termination of the relevant Service, and to keep the Information confidential and limit access thereto only to its agents and employees who inquire access in the normal course of their duties, except to the extent the information is already in the public domain or Business is required to disclose the Information by law.

STOP PAYMENT SERVICE

- 1. The Service.** This Section sets forth the terms and conditions relating to the Bank's Stop Payment Service and is applicable only to Customers who execute an Enrollment Form requesting this Service. Bank agrees to provide Authorized Party with ability to order Bank to Stop Payment on any check or other item payable for your Deposit Account through Business Online Banking Service. The Stop Payment request will be effective if we receive the order at such time and in such manner as to afford us a reasonable opportunity to act upon the order. For purposes of determining whether we have a reasonable opportunity to act upon a Stop Payment order, a check or other item drawn on your Account is deemed received by us when it is presented to us for payment, by electronic or other means, or at an earlier time based on notification received by us that the check or other item has been deposited for collection in another financial institution. We will require you to provide the date, the exact amount, and the number of the item, together with the name of the payee. If you give us incorrect information, we will not be liable for failing to Stop Payment on the item. Stop Payment orders submitted in Business Online Banking Service are effective for six (6) months and will automatically expire at the end of six (6) months from the date of the Stop Payment order, unless renewed in writing. Our acceptance of a Stop Payment order will not constitute a representation that the item has not already been paid or that we have a reasonable opportunity to act upon the order. Customer may not Stop Payment on an official, certified, cashier's, or teller's check issued by Bank, or request Bank to Stop Payment if we have otherwise become accountable for the items, except as set forth in the Preauthorized Payments section of your Deposit Account Agreement. In addition, you may not Stop Payment on checks governed by separate agreement, such as a check guaranty agreement. Further, you may generally not Stop Payment on an item after acceptance of the item by Bank, except as set forth in the Preauthorized Payments section of your Deposit Account Agreement and except as specifically allowed under NACHA Rules with regard to ACH transactions. Bank may charge you a fee for each Stop Payment order.



For More Information - Please contact **Treasury Management Solutions** if you have any questions or need additional clarification.

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