

I N D E P E N D E N T B A N K
COMMERCIAL SERVICES AMENDMENT

(Effective date of July 15, 2014)

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ACH ODFI/ORIGINATOR AGREEMENT

The Originator has requested to initiate electronic Credit and/or Debit Entries ("ACH Entries") by means of, and as a participant of, the Automated Clearing House (ACH) Network. Through this written agreement, the Bank agrees to act as an ACH participant in its role as Originating Depository Financial Institution ("ODFI") with respect to such ACH Entries.

The National Automated Clearing House Association (NACHA) is the governing body that regulates the ACH Network. All ACH Network participants, including the Originator, are required to follow the NACHA Operating Rules ("Rules") as set forth by NACHA.

DEFINITIONS

Originator and Bank each agree to the terms of the definitions that follow:

- **ACH Network** - Represents an efficient batch-oriented electronic funds transfer system governed by the Rules and controlling law, which provides for the inter-bank clearing of electronic payments for participating depository financial institutions.
- **ACH Operator** - Represents the participant within the ACH Network that provides clearing, delivery, and settlement services. The primary function of the ACH Operator is to accept ACH Entries, Batches, and Files from the ODFI and to sort and distribute such ACH Entries, Batches, and Files to the respective RDFI.
- **Authorization** - Represents the Originator's obligation in accordance with the Rules and this Agreement to obtain the Receiver's authorization to credit or debit his/her account. The Receiver holds an account with the Receiving Depository Financial Institution (RDFI).
- **Bank** - Represents Independent Bank headquartered in McKinney, Texas. The Bank acts as the ODFI under the terms of this Agreement.
- **Batch** - Represents one or more ACH Entries that make up a single unit ("Batch") and is further characterized by identifying the name of the company initiating the Batch ("Originator"). Each ACH Entry within the Batch will have the same Effective Entry Date and the same Payment Type.
- **Business Day** - Represents a day of the week in which business activity is traditionally performed and excludes Saturday and Sunday as well as Bank holidays. Hours of operation for a Business Day are from 8:00 a.m. to 5:00 p.m., Monday through Friday.
- **Credit and Debit Entries** - Represents an electronic item that can either result as a credit or debit to an account holder's account (Receiver). Unlike other electronic payment types where the result is a credit to the account holder's account, ACH Entries either credit an account holder's account or debit it to satisfy an obligation.
- **Effective Entry Date** - Represents the date that the Originator and Receiver wish for the ACH Entry or Entries to post to the Receiver's account(s) and in most cases is the same as the Settlement Date.
- **Error Resolution** - Represents the guidelines set forth by the NACHA Operating Rules and Regulation E, which allows consumer customers the right to dispute unauthorized ACH Debit Entries. Error Resolution as set forth by NACHA Operating Rules and Regulation E do not afford protection to business customers.
- **Electronic Funds Transfer Act** - Represents a law passed by Congress in 1978, which enacted the framework to establish the rights, liabilities, and responsibilities of the participants within the electronic funds transfer network, with consumer protections as the underlying intent. The Electronic Funds Transfer Act (EFTA) is implemented through various federal laws and regulations including Regulation E. The EFTA excludes protections to business customers and does not pertain to wire transfer activity.
- **Excessive Violations** - Represents a contract violation where the Originator routinely exceeds its exposure limit as defined within the Rules or this Agreement. Excessive violations by the Originator may trigger immediate review by the ODFI and termination of this Agreement.
- **File** - Represents one or more ACH Batches as a single unit and is further characterized by identifying each Originator within the ACH File and their respective ACH Entries.
- **Nacha Operating Rules ("Rules")** - Represents a collective body of private-sector operating rules that govern the exchange of ACH Credit and Debits Entries, Non-Monetary Entries, and Return Entries within the ACH Network as well as defines the roles and responsibilities of ACH participants. The NACHA Operating Rules work in concert with applicable laws and regulations.
- **Non-Monetary Entry** - Represents any notice or data complying with the requirements that is not an order or request for the transfer or withdrawal of funds.
- **Notification of Change Entries** - Represents a Non-Monetary Entry sent by the RDFI to the Originator (through the ODFI) for the purpose of identifying incorrect information contained within an Entry and providing correct data to be used on future Entries. The Notification of Change (NOC) issue must be corrected by the Originator within six Business Days from the Settlement Date of the NOC or prior to the next release date.
- **OFAC Oversight** - Represents the requirement set forth by the NACHA Operating Rules and federal law that stipulates that both the ODFI and its Originators are responsible for complying with such Rules and laws when initiating domestic and international ACH Credit and Debit Entries into the ACH Network.
- **Online Banking** - Represents the on-line banking product provided by Bank.
- **On-Us ACH Entry** - Represents an Entry where the Receiver holds an account with the ODFI (in this case, the ODFI is also the RDFI).
- **Originating Depository Financial Institution (ODFI)** - Represents the Bank in its role as ODFI, which warrants all ACH Credit and Debit Entries it initiates on behalf of its consumer and business customers. In its role as ODFI, it is the Bank's policy to bind each consumer and business customer to the NACHA Operating Rules and UCC-4A through written authorization or this Agreement, as applicable.
- **Originator** - Represents the participant who conducts ACH origination to satisfy a business need, using Bank provided software. The business customer acts as the Originator within the ACH Network and must be approved by the Bank and agrees to be bound by this Agreement.
- **Pre-Funding** - Represents a process by which the ODFI requires pre-funding of an ACH file from the respective Originator prior to the Settlement of the ACH file (on the day the ACH file is released).
- **Prenotification** - Represents a non-monetary ACH Entry initiated by the Originator to the RDFI to convey the Receiver's account details prior to originating the live ACH Entry. Although Prenotifications are optional, the Bank recommends that the Originator initiate same for payroll and other important ACH Entries. The Originator must originate a Prenotification at least six (6) Business Days ahead of the live ACH Entry.
- **Provisional Credit** - Represents a temporary credit. Provisional Credit includes instances where the Rules require that credits be temporary or provisional.
- **Receiver** - Represents the participant on whose behalf the ACH Entry was originated (beneficiary of the ACH Entry). The Receiver must always have a relationship with the Originator as the Originator is required to obtain the Receiver's written authorization to credit or debit his/her account. The Receiver holds an account with the RDFI.

- **Receiving Depository Financial Institution (RDFI)** - Represents the Bank in its role as RDFI, which processes ACH files it receives from the Federal Reserve Bank on behalf of its Receivers. In its role as RDFI, it is the Bank's policy to promptly handle and post ACH Credit and Debit Entries, Non-Monetary Entries, and Return Entries to its Receiver's account in accordance with the timeframes set forth by the NACHA Operating Rules, where applicable.
- **Regulation E** - Represents a Law implemented to carry out the framework of the Electronic Funds Transfer Act, passed by Congress in 1978. Regulation E does not provide protections to business customers and does not pertain to wire transfer activity.
- **Settlement** - Represents the funding of any ACH Entries, Batches, or Files. The Settlement timeframe for ACH Credit files can take up to two Business Days.
- **Settlement Date** - Represents the Effective Entry Date within the ACH File that indicates when the ACH Credit or Debit Entry is to post to the Receiver's account. The Settlement Date is the actual date on which funds actually change hands as a result of the ACH Entry.
- **Standard Entry Class Code (ACH Type)** - Represents a three alpha-character code which identifies the type of ACH transaction and whether or not the transaction type is for the benefit of a consumer or business customer. The Bank and the Originator must agree on approved Standard Entry Class (SEC) codes pursuant to this Agreement and Schedules attached hereto.
- **Third-Party Sender** - Represents the participant within the ACH Network that acts as an intermediary between the Bank and Originator and which conducts ACH Origination on behalf of the Originator utilizing the Bank's online banking system or through direct access. It is imperative that the ODFI is in written Agreement with the Third-Party Sender and that the Third-Party Sender is in written Agreement with each of its Originators.
- **Third-Party Service Provider** - Represents an entity that performs ACH processing on behalf of the ODFI, RDFI, or Originator through written agreement. A Third-Party Service Provider may include a data processing service bureau, correspondent bank, and payable through bank.
- **UCC-4A** - Represents a comprehensive body of State Law which governs electronic transactions (ACH and Wire Transfer) conducted by business customers, where applicable. For purposes of this Agreement, Wire Transfer is non-applicable.. UCC-4A does not pertain to consumer customers.
- **Unauthorized Return Entries** - Represents an ACH Debit Entry returned to the ODFI as an unauthorized transaction. An Unauthorized Debit Entry is an entry in which (i) the authorization requirements have not been followed in accordance with the NACHA Operating Rules or is invalid under applicable law; (ii) a transaction which was initiated in an amount different than that authorized by the Receiver; (iii) a transaction which was initiated for Settlement earlier than authorized by the Receiver.

TRANSMISSION OF ACH ENTRIES, BATCHES, OR FILES

The Originator agrees and acknowledges to only initiate ACH Entries, Batches, or Files for those ACH Types and Limits approved by the Bank, in accordance with applicable procedures, and all Schedules attached hereto. The Originator further agrees and acknowledges that it must comply with the Rules, as defined herein and as amended by NACHA from time-to-time, and that ACH Entries, Batches, or Files it originates and the format thereof, must comply with the Rules.

Notwithstanding the foregoing, the Originator authorizes the Bank to transmit all ACH Entries, Batches, or Files received by the Bank from the Originator in accordance with the terms of this Agreement and to transmit such ACH Entries, Batches, or Files to the specified accounts within the respective ACH Batch and/or File.

SECURITY

The Originator and the Bank shall comply with the security procedure set forth herein. The Originator agrees and acknowledges that the purpose of the security procedure is for verification of data authenticity and not to detect an error in the transmission or content of an ACH Entry, Batch, or File. Further, no security procedure for the detection of such errors has been agreed upon between the Originator and the Bank.

The Originator further agrees and acknowledges that it is strictly responsible to establish and maintain security procedures that safeguard against the transmission of unauthorized or inaccurate ACH Entries, Batches, or Files. The Originator warrants that no individual will be allowed to initiate ACH Entries, Batches, or Files in the absence of proper supervision and safeguards, and agrees to take necessary steps to maintain the confidentiality of the security procedures and any passwords, codes, security devices, and related security procedures as described herein.

If the Originator believes or suspects that any such information or instructions have been known or accessed by unauthorized persons, the Originator agrees to notify the Bank immediately by telephone, followed by written confirmation to the Bank within two (2) Business Days from the date of verbal notification. The occurrence of unauthorized access will not affect any transfers made or initiated in good faith by the Bank prior to receipt and processing of such notification.

FILE CREATION

The Bank will not create and/or initiate any ACH Credit/Debit Entry, Batch, or File on behalf of the Originator. In the event the Originator is unable to transmit such due to complication or malfunction of the Originator's equipment or software, including, but not limited to, any complication or malfunction of a Third-Party Service Provider/Sender, the Originator must have a contingency plan or option in place. It is the Originator's sole responsibility to decide which option or plan, if any, it chooses to use and Originator hereby agrees to hold the Bank as well as its officers, directors, shareholders, and employees harmless from any loss or damage, including legal fees and expenses the Originator suffers as a result of such decision. If the Originator does choose an alternate option or plan to transmit its ACH Credit/Debit Entry, Batch, or File, Originator shall notify the Bank prior to transmission.

FILE TRANSMISSION

The Bank may, in its sole discretion, require the Originator to fax, or to send by way of secure message, the ACH Transmittal Letter in accordance to this Agreement and Schedules attached hereto. The Originator is solely responsible for the accurate creation, modification, and deletion of ACH account information maintained on the Originator's personal computer.

SYSTEM ACCESS

The Originator agrees and acknowledges that it is strictly responsible for employee system access to, and use of, Online Banking, including, but not limited to, access to data files maintained on personal computers, assignment of ACH Origination limits, and use of dual control. The Originator

agrees and acknowledges that it is solely responsible for ensuring that all Online Banking passwords, codes, security devices, and security procedures, where applicable, are kept confidential. Notwithstanding, the Originator agrees and acknowledges that it reserves the right not to utilize the Online Banking dual control feature, but that it does so at its own risk.

WRITTEN COMMUNICATION

The Bank shall be entitled to rely on any written notice or other written communication from the Originator it reasonably believes (i) to be genuine, and (ii) to have been signed by an authorized representative. The Originator shall direct all written communication to its Relationship Officer with Bank. If writing in follow-up to verbal notification of compromised information or instructions, such writing must be received within two (2) Business Days from the verbal notification. Further, the Originator agrees and acknowledges that it must comply with all written procedures provided by the Bank with respect to ACH Origination and Online Banking. Failure to do so may result in the termination of ACH Origination Services as deemed appropriate by the Bank.

ANTI-VIRUS, MALWARE, AND SPYWARE

The Originator is solely responsible for ensuring that its personal computers are protected by anti-virus, anti-malware, and anti-spyware software. Further, the Originator agrees and acknowledges that it is solely responsible for ensuring that its employees are up-to-date on the risks of downloading data received by way of email, pop-up messaging, and/or the Internet.

COMPLIANCE WITH SECURITY PROCEDURES

If an ACH Entry, Batch, or File (including the cancellation or amendment thereof) received by the Bank was, or purports to have been, transmitted or authorized by the Originator, such ACH Entry, Batch, or File will be deemed effective and the Originator shall be obligated to pay the Bank the amount of the ACH Entry, Batch, or File whether or not such ACH Entry, Batch, or File was authorized by the Originator, provided that the Bank did not commit gross negligence or engage in willful misconduct in accepting the ACH Entry, Batch or File.

RECORDING AND USE OF COMMUNICATION

The Originator agrees and acknowledges that the Bank may, at its sole discretion, electronically record all telephone conversations between the Originator and the Bank in connection with this Agreement herein and the Originator further agrees to release, indemnify, and hold the Bank, as well as its officers, directors, shareholder, and employees harmless for any failure to do so.

DATA RETENTION

The Originator agrees and acknowledges that it shall retain its ACH Data for five (5) Business Days following the origination date of each ACH Entry, Batch, or File and shall immediately provide such ACH Data to the Bank upon request.

PROCESSING TRANSMITTAL, AND SETTLEMENT

The Bank shall (i) process ACH Entries, Batches, or Files received from the Originator to conform with the file specifications set forth in the Rules, (ii) transmit such ACH Entries, Batches, or Files as the ODFI to the ACH Operator, and (iii) settle for such ACH Entries, Batches, or Files with funds from applicable parties.

The Bank's Business Day cut-off time for receiving ACH Entries, Batches, or Files from the Originator is 5:00 p.m. CST Monday through Friday except for Bank holidays. Any ACH Entry, Batch, or File received after the current Business Day's cut-off time shall be processed the next Business Day, with a Settlement Date of one to two (1 to 2) Business Days from the process date.

In order for the Bank to transmit an ACH Entry, Batch, or File on behalf of the Originator as set forth herein, the Bank must receive any ACH Credit and/or Debit Entry, Batch, or File no less than one (1) Business Day ahead of the Effective Entry Date. For purposes of this Agreement, an ACH Entry, Batch, or File shall be deemed received by the Bank upon the electronic transmission of such ACH Entry, Batch, or File by the Originator.

The Originator agrees and acknowledges to maintain an account with the Bank at all times during the term of this Agreement. The Originator will maintain in the account as of the Effective Entry Date available funds sufficient to cover any ACH Debit Entry, Batch, or File transmitted by the Originator. The Originator authorizes the Bank to debit its account on the Effective Entry Date in the amount of such ACH Debit Entry, Batch, or File for Settlement purposes.

The Originator agrees and acknowledges that the Bank may require Originator to maintain certain minimum balances as well as a reserve account and/or termination hold account in accordance with the terms of the attached Schedule B. The Originator further agrees and acknowledges that the Bank may, at its sole discretion and without prior notice or demand, obtain payment of any amount due and payable to Bank in accordance to this Agreement and any applicable Schedule attached hereto by debiting any account(s) held by the Originator (including any reserve account and/or termination hold account) for such amount.

REJECTION OF ENTRIES

The Bank shall reject any ACH Entry, including any On-Ups Entry, which does not comply with the terms of this Agreement. The Bank shall notify the Originator by telephone of such rejection no later than the Business Day such ACH Entry would have otherwise been transmitted by the Bank to the ACH Operator, or, in the case of an On-Ups Entry, its Effective Entry Date. The Bank shall have no liability to the Originator by reason of rejection of any such ACH Entry or the fact that such notice is not given at an earlier time than that provided for herein. The Bank shall retain the right to reject any On-Ups Entry for any reason, including, but not limited to, insufficient funds or revoked authorization, regardless of the timing of same.

RETURNED ENTRIES

The Bank shall notify the Originator of any ACH Entry returned by the RDFI and/or the ACH Operator by mailed notice on the Business Day following the receipt of such entry. The Originator agrees and acknowledges that the Bank shall charge-back to the Originator's account with Bank all ACH Entries returned to it by the RDFI and/or the ACH Operator.

Except for an ACH Entry transmitted by the Originator in accordance with the requirements in Section 1 of this Agreement, Transmission of ACH Entries, Batches, or Files, the Originator agrees and acknowledges that the Bank shall have no obligation to retransmit an ACH Entry if the Bank complied with the terms of this Agreement with respect to the original ACH Entry. Further, it is the Originator's sole responsibility to review its return information daily and act upon it in a timely manner in accordance to the Rules.

RE-INITIATION OF RETURNED ACH ENTRIES

For all Bank-approved ACH types (Standard Entry Class Codes), an entry that has been returned may not be reinitiated unless (i) the ACH Entry has been returned for insufficient or uncollected funds; (ii) the ACH Entry has been returned for stopped payment and re-initiation has been authorized by the Receiver; or (iii) the ODFI has taken corrective action to remedy the reason for the return. An ACH Entry that has been returned for insufficient or uncollected funds may be reinitiated no more than two times following the return of the original ACH Entry. If a stopped payment has been revoked by the Receiver or corrective action has been taken by the ODFI, an ACH Entry may be reinitiated no more than one time following the return of the original ACH Entry.

REVERSAL OF ACH BATCH OR FILE

The Originator agrees and acknowledges that it can attempt to reverse an ACH Batch or File for two reasons only: (i) the majority of the entries within an ACH Batch or File contains erroneous data, or (ii) the ACH Batch or File is a duplicate ACH Batch or File (initiated and transmitted by Originator more than once in error). In the event the Originator discovers that any ACH Batch or File it initiated and transmitted contains erroneous data (majority thereof) or is a duplicate ACH Batch or File, the Originator must notify the Bank within 24 hours of discovery.

The Originator agrees and acknowledges that it must attempt to reverse an erroneous or a duplicate ACH Batch or File within five (5) Business Days from the Settlement Date of the original ACH Batch or File. Under such circumstances, the Originator agrees and acknowledges that it shall notify each Receiver of the attempt to reverse the respective ACH Entry or Entries no later than the Settlement Date of the attempted reversal of same. Further, the Originator shall supply the word "REVERSAL" in the "Company Entry Description" field of the Company/Batch Header Record.

In the event the Originator attempts to reverse a credit ACH Batch or File, it is possible that the funds may no longer be available in the Receiver's account; therefore, the reversal of the ACH Batch or File may be returned by the RDFI to the Bank. Under such circumstances, the Bank will debit the Originator's account in the amount of each ACH Credit Entry returned by the RDFI as insufficient or uncollected funds. The Originator agrees and acknowledges that it must pursue resolution of any ACH Batch or File reversal dispute outside of the ACH Network.

Further, the Originator agrees and acknowledges that the Bank shall bear no responsibility for any losses or damages experienced by the Originator related to such attempted reversal or reversals and shall indemnify and hold harmless the Bank, its officers, directors, shareholders, and employees from any and all claims, losses and damages, including legal fees and expenses, the Originator suffers from such reversal(s).

NOTIFICATION OF CHANGE ENTRIES

The Bank shall notify the Originator of any Notification of Change (NOC) Entry initiated by the RDFI and/or the ACH Operator by phone, fax, and/or email within 24 hours of receipt of such NOC Entry. It is the Originator's sole responsibility to review its NOC information daily and act upon it in a timely manner in accordance to the Rules and as outlined in this Agreement.

PRENOTIFICATION ENTRIES

The Originator agrees and acknowledges that Prenotification Entries are optional, but if initiated, must be originated at least six (6) Business Days ahead of the first live transaction in accordance to the Rules and as outlined in this Agreement. In the event that the RDFI returns a Prenotification Entry to the Originator, the Originator shall contact the Receiver to validate the account data prior to initiating the first live ACH Entry to the Receiver's account.

INCONSISTENCY OF NAME AND ACCOUNT NUMBER

The Originator agrees and acknowledges that, if any ACH Entry describes the Receiver inconsistently by name and account number, the RDFI may accept such ACH Entry solely upon the account number provided by the Originator and the Originator shall indemnify the Bank as well as its officers, directors, shareholders, and employees harmless from any loss or damages, including legal fees and expenses suffered by the Originator.

CANCELLATION OR AMENDMENT OF ACH ENTRIES

The Originator agrees and acknowledges that it has no right to cancel or amend an ACH Entry, Batch, or File after its receipt by the Bank. The Bank will, however, without liability for failure to effect a cancellation or amendment, use reasonable efforts to act upon the Originator's request for cancellation or amendment prior to transmitting a non On-U's ACH Entry, Batch, or File to the ACH Operator, or prior to crediting the Receiver's account in the case of an On-U's ACH Entry, Batch, or File, provided the Originator's request complies with the security procedure set forth by this Agreement, the Rules, and all applicable Schedules attached hereto. The Originator agrees and acknowledges that it will indemnify and reimburse the Bank, its officers, directors, shareholders, and employees for any and all claims, losses, and damage, including legal fees and expenses, the Bank incurs for acting upon, or attempting to act upon, the Originator's request.

AUTHORIZATIONS

The Originator agrees and acknowledges that it shall obtain written and/or electronic authorization from each Receiver in accordance to the Rules, the Electronic Signatures Act, and as outlined in this Agreement. Further, the Originator agrees and acknowledges that it shall retain such written and/or electronic authorization for two years past the Settlement Date of the last ACH Entry to the Receiver's account in accordance to the Rules or as set forth by applicable law, whichever is longer.

The Originator agrees and acknowledges that it is solely responsible for ensuring that the Receiver who signs the written and/or electronic authorization is entitled to use the specified account. Failure of the Originator to authenticate the Receiver does not remove the Originator's responsibility to fund the ACH Entry or Entries and the Originator agrees and acknowledges that it shall hold and indemnify the Bank, its officers, directors, shareholders, and employees harmless from any related claim, loss, or damage, including legal fees and expenses, suffered by the Originator. Upon request from the Bank, the Originator shall provide a copy of each such authorization within five (5) Business Days to the Bank.

ACCOUNT RECONCILIATION

The Originator agrees and acknowledges that it must promptly notify the Bank of any discrepancy between the Originator's records and the information shown on any periodic statement which includes Online Banking and eStatements. In the event the Originator fails to notify the Bank of any discrepancy within fifteen (15) Business Days of the receipt of any periodic statement, the Originator agrees and acknowledges that it shall be precluded from asserting any claims relating to such discrepancy against the Bank and waives any claims for related losses or damages (including legal fees and expenses), interest, and interest equivalent. This Section shall not be construed to limit the Originator's obligations, in any way, as outlined in this Agreement and under applicable law.

PAYMENT FOR ACH SERVICES

The Originator agrees to pay the Bank for services provided under this Agreement and all applicable Schedules attached hereto. The payment terms are detailed in attached Schedule D. The Bank may debit the Originator's account for such services without notice. The Bank may change its fee structure amounts charged for services provided from time to time upon 30 days advanced written notice to the Originator.

ORIGINATOR REPRESENTATIONS, AGREEMENT, AND INDEMNITY

The Originator *Represents* and *Warrants* to the Bank and agrees that:

- a) Each person shown as the Receiver has authorized the ACH Entry, the Authorization is operative at the time of origination and is accurate and complete in accordance to the Rules and this Agreement herein;
- b) The information in the Company Name, Company Identification, and Company Entry Description fields is accurate and pertains to each respective ACH Entry originated by the Originator; and
- c) The Originator shall perform its obligations under this Agreement in accordance with all applicable federal and state laws and regulations of the United States of America and all applicable laws, regulations, and rules which pertain to ACH transactions, including, but not limited to, the NACHA Operating Rules, the Uniform Commercial Code, Article 4A, the Office of Foreign Assets Control, and the Electronic Funds Transfer Act and its implementation of Regulation E, including, but not limited to, Error Resolution procedures.
- d) The Originator shall not originate any ACH Entry, Batch, or File on behalf of any other party. Such an attempt to originate an ACH Entry, Batch, or File on behalf of any other party shall render such ACH Entry, Batch, or File null and void.
- e) The Originator agrees to, and acknowledges, the provisions of the Rules including those providing that originating an ACH Credit Entry to the RDFI on behalf of the Receiver is provisional until the RDFI receives Settlement on the ACH Credit Entry. The Originator further agrees and acknowledges that it has received notice of such provision set forth by the Rules and of the fact that, if Settlement on the ACH Credit Entry is not received by the RDFI, the RDFI shall be entitled to a refund from the Receiver for the amount credited and the Originator shall not be deemed to have paid the Receiver the amount of the ACH Credit Entry. Further, the Originator expressly authorizes the Bank to disclose the Originator's contact information to any RDFI for the purpose of providing the contact information to the Receiver.
- f) The Originator agrees to, and acknowledges, they will abide by the Rules and not disclose the Receiver's account number or routing number to any third party for such third party's use, directly, or indirectly, in initiating a debit Entry that is not covered by the original authorization.
- g) **THE ORIGINATOR WILL AND HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE BANK, ITS EMPLOYEES, OFFICERS, DIRECTORS, AND ITS SHAREHOLDERS (COLLECTIVELY, THE BANK INDEMNIFIED PARTIES) FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, DEMANDS, JUDGMENTS, LIABILITIES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES, THAT RESULT DIRECTLY OR INDIRECTLY FROM ANY:**
 - i. **Breach of any ACH Entry, Batch, or File originated by the Originator or any Third-Party Service Provider and/or Third-Party Sender acting on behalf of the Originator;**
 - ii. **Willful misconduct, negligence, action, or omission on the part of any individual who has been listed, in any document or agreement provided by the Originator to the Bank, as persons authorized to act on the Originator's behalf with respect to ACH Entries, Batches, or Files;**
 - iii. **Acts or omissions by the Bank in carrying out its obligations hereunder, except in the case of the Bank's gross negligence or willful misconduct;**
 - iv. **Acts or omissions by the Originator, including without limitation, the amount, accuracy, and timeliness of the transmittal and/or authorization of any ACH Entry, Batch, or File originated by the Originator;**
 - v. **Claim of any person that the Bank is responsible for any act or omission of the Originator, Third-Party Service Provider and/or Third-Party Sender acting on the behalf of the Originator, or any other person described in this Section 18; and**

vi. **Claim of any person, including without limitation, Federal Reserve Bank, Third-Party Service Provider, Automated Clearing House, transmission and/or communications facility, and Receiver or RDFI (including without limitation, the return of any ACH Entry, Batch, or File by such Receiver or RDFI) related to, or arising out of, any ACH Entry, Batch, or File or other transactions made under this Agreement.**

h) THE Originator's Indemnification obligations hereunder shall include:

- i. **The payment of all costs of defense, if any, including without limitation, all reasonable and necessary attorney's fees, court costs, accounting fees, class action costs. and expert fees;**
- ii. **The Originator's obligations to defend, indemnify, and hold harmless the Bank Indemnified Parties hereunder shall extend to, without limitation, the actual or alleged omissions, negligence, gross negligence, and intentional acts of the Bank and the Bank Indemnified Parties, including the sole or concurrent negligence of any Bank Indemnified Party; and**
- iii. **It is contemplated that the Originator's defense obligations under this provision may be, but shall not necessarily be, broader than its indemnification obligations hereunder. The foregoing indemnifications are in addition to any other indemnification rights that are provided for in this Agreement.**

BANK RESPONSIBILITIES, LIABILITY, INDEMNITY

The Bank shall be responsible for the expressed Bank services provided for in this Agreement and Schedules attached hereto and Bank shall be liable only for its gross negligence or willful misconduct in performing the services hereunder. The Originator agrees and acknowledges that the Bank shall be entitled to rely solely on the information, representations, and warranties provided by the Originator pursuant to this Agreement and Bank shall not be responsible for the accuracy or completeness of any information, representations, warranties, or documentation provided by Originator;

a) UNDER NO CIRCUMSTANCES SHALL THE BANK BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR INDIRECT LOSS, DAMAGE, OR LOST PROFITS, WHICH THE ORIGINATOR MAY INCUR OR SUFFER IN CONNECTION WITH THIS AGREEMENT WHETHER OR NOT THE LIKELIHOOD OF SUCH DAMAGES WAS KNOWN OR CONTEMPLATED BY THE BANK AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY OF LIABILITY WHICH THE ORIGINATOR MAY ASSERT, INCLUDING WITHOUT LIMITATION, LOSS OR DAMAGE FROM SUBSEQUENT WRONGFUL dishonor that results from the Bank's acts or omissions pursuant to this Agreement herein;

b) The Bank will provide a copy of the Corporate Edition of the NACHA Operating Rules as amended from time to time (the "Rules"), to the Originator at the Bank's expense. The Bank shall periodically provide the Originator with revisions to the Rules of which the Bank has knowledge.

Without limiting the foregoing provisions, the Bank shall be excused from failing to act or delaying action in the event such failure or delay is due to legal constraint, interruption of transmission and/or communication facilities, equipment failure, war, terrorist acts, emergency conditions, or other circumstances beyond the Bank's control.

COOPERATION IN LOSS RECOVERY EFFORTS

In the event of any damages for which the Bank and/or the Originator may be liable to each other or to a third-party pursuant to the services hereunder, the Bank and the Originator will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third-party.

THIRD-PARTY SERVICE PROVIDERS/SENDERS

The Originator agrees and acknowledges that when a Third-Party Service Provider and/or Third-Party Sender acts on behalf of the Originator with respect to initiating ACH Entries, Batches, or Files to the Bank, the Originator must execute a written agreement with its Third-Party Service Provider and/or Third-Party Sender binding both the Originator and Third-Party Service Provider and/or Third-Party Sender to the Rules and applicable law. The Originator further agrees and acknowledges that it shall indemnify the Bank, its officers, directors, shareholders, and employees from any claims, losses, or damages, including legal fees and expenses suffered by or imposed on the Bank due to any breaches of the Rules by the Originator or its Third-Party Service Provider and/or Third-Party Sender. This indemnification is in addition to any other indemnification hereunder.

ACH DATA BREACHES

The Originator agrees and acknowledges that it shall implement commercially reasonable policies, procedures, and systems to receive, store, transmit, and destroy ACH data in a secure manner to protect against and detect data breaches. The Originator shall provide prompt notice of any ACH data breach to the Bank. The Originator shall immediately commence and diligently pursue an investigation of the circumstances to determine if an ACH data breach occurred and the:

- a) Scope of such ACH data breach, including the type and amount of data affected;
- b) Risk that the affected data will be misused; and
- c) Steps necessary to prevent further ACH Data breaches.

BANK AUDIT RIGHTS

The Bank reserves the right to audit, inspect, and review the Originator's records, systems, and books with respect to ACH Entries, Batches, or Files it originates. Upon the Bank's request, the Originator shall provide any and all documentation within the timeframe specified by the Bank or as set forth in this Agreement. The Bank may request such documentation to ensure and validate the Originator's compliance with the Rules and with this Agreement and other applicable laws, rules, and regulations with respect to ACH Entries, Batches, or Files.

Notwithstanding, if the Bank determines through the audit that internal controls and processes require change, the Originator agrees and acknowledges that it shall implement such change to its internal controls and processes upon the Bank's request with respect to ACH Entries, Batches, or Files the Originator initiates. Failure by the Originator to provide any documentation, comply with the Bank's audit request, or implement changes to its internal controls and processes with respect to ACH Entries, Batches, or Files it originates, may result in the cancellation of ACH Origination Services and/or closure of the Originator's account with the Bank as well as other deposit accounts held by the Originator at the Bank.

NON-ASSIGNMENT

The Originator may not assign the Agreement or any of the rights or duties hereunder to any person without the Bank's prior written consent.

WAIVER

The Bank may waive enforcement of any provision of this Agreement. Any such waiver shall not affect the Bank rights with respect to any other transaction or modify the terms of this Agreement.

TERMINATION

This Agreement and the Schedules attached hereto may be terminated upon ten (10) Business Days written notice by either party (Bank or Originator), provided that the applicable sections of this Agreement remain in effect with respect to any ACH Entry, Batch, or File the Originator initiates, and the Bank receives, prior to such termination. All indemnification and hold harmless obligations of the Originator to the Bank and its officers, directors, shareholders, and employees shall survive the termination of this Agreement. Further, any requirement for the Originator to obtain and/or retain any documentation, including, but not limited to, the Receiver's authorization, shall survive the termination of this Agreement. The Bank reserves the right to immediately suspend and/or terminate this Agreement without notice to the Originator in the event the Bank determines that any one of these events took place:

- a) Material adverse change in the business, properties, assets, operation, condition, financial or otherwise, including, but not limited to, bankruptcy, federal or state tax deficiency, or inability to maintain credit rating;
- b) Violation of laws, rules, and regulations of the United States of America;
- c) Breach of this Agreement, including funding requirements set forth in this Agreement and any applicable Schedule attached hereto.

Upon termination of this Agreement, the Bank reserves the right to not transmit an ACH Entry, Batch, or File on behalf of the Originator. Notwithstanding, the Bank shall be entitled to rely on any written notice believed by it in good faith to be signed by one of the Authorized Representatives.

ARBITRATION, VENUE, AND GOVERNING LAW

The Originator and Bank shall have the right to apply to a court to enjoin any breach of this Agreement by filing suit in the state district courts of Collin County, Texas. Excepting the right of the Originator and the Bank to seek such relief, all claims and matters in question arising out of, or related to, this Agreement or the relationship between the Originator and the Bank created by this Agreement, whether sounding in contract, tort, or otherwise, shall be resolved by binding, self-administered arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association (AAA), and all such proceedings shall be subject to the Federal Arbitration Act.

There shall be three (3) arbitrators. The Originator and the Bank shall each designate an arbitrator, who need not be neutral, within thirty (30) days of the notification of either party's intent to proceed with arbitration. The two (2) arbitrators as designated by the Originator and the Bank shall elect a third (3) arbitrator. If either the Originator or the Bank fail to designate an arbitrator within the time specified or the two parties' arbitrators fail to designate a third arbitrator within 30 minutes of their appointment, the remaining arbitrator(s) shall be appointed by the AAA.

The arbitrators shall decide whether a particular dispute is, or is not, arbitrable. The Originator and the Bank shall pay for the expenses incurred by its designated arbitrator and the costs of the third, neutral arbitrator shall be divided between the Originator and the Bank. Only damages allowed pursuant to this Agreement may be awarded and the arbitrators shall not have authority to award punitive or exemplary damages. Further, the Originator and the Bank hereby waive their right, if any, to recover punitive or exemplary damages, either in arbitration or in litigation. The arbitration shall take place in Collin County of the State of Texas. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas without regard to its conflict of laws.

BINDING AGREEMENT BENEFIT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns. This Agreement is not for the benefit of any other person, and no other person shall have any right against the Bank or the Originator hereunder.

ENTIRE AGREEMENT

This Agreement (including the Schedules attached hereto), together with the Account Agreement, is the complete and exclusive statement of the Agreement between the Bank and the Originator for ACH Origination Services and supersedes any prior Agreement(s) between the Bank and the Originator with respect to the same. In the event of any inconsistency between the terms of this Agreement and any account agreement, the terms

of this Agreement shall govern. In the event performance of the services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation, or government policy to which the Bank is subject and to which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation, or policy, and the Bank shall incur no liability to the Originator as a result of such violation or amendment.

HEADINGS

Headings are used for reference purposes only and shall not be deemed a part of this Agreement.

ARMORED CAR SERVICES AGREEMENT

REQUIREMENTS

- Customer maintains one or more deposit accounts with Bank, and Customer desires to utilize an armored car service to transport Customer's deposits to the Bank and pick up change orders.
- Customer has contracted with the Armored Car Service designated above directly and the Bank has no control or liability for issues that arise with this service.
- Customer agrees to follow the Bank's Procedures related to deposits and change orders involving an armored car service. Bank agrees to process Customer's deposits submitted to Bank in compliance with the terms and conditions of this Agreement.
- Customer is responsible for coordinating pick up and delivery times, and/or cancellations through the armored car service provider.

DEPOSIT PREPARATION PROCEDURES

1. All Customer deposits will be placed in, and delivered to the Bank, in a sealed, tamper resistant bag. The following information must be recorded on the front of the tamper resistant bag:
 - a. Customer name, as listed on the Customer's account with the Bank, associated with the deposit(s);
 - b. Last four digits of the Customer account number associated with the deposit(s); and
 - c. Number of individual deposits contained within the bag.
2. Each deposit must be accompanied by:
 - a. A pre-printed deposit ticket with the Customer's name and account number which reflects the total deposit amount;
 - b. A duplicate deposit ticket if the Customer requests written confirmation from the Bank after the deposit is processed; and
 - c. An adding machine tape, or other acceptable accounting medium, listing each item associated with the deposit(s).

DEPOSIT PROCESSING PROCEDURES

1. Customer deposits received by Bank (i) before 4:00 p.m. will be processed by the Bank that business day; or (ii) after 4:00 p.m. will be processed by the Bank on the next business day. A business day refers to any day on which we are open to the public for carrying on substantially all of our business functions. All customer deposits will be delivered to the Designated Branch of Independent Bank as specified in this Agreement.
2. If Customer provides a duplicate deposit ticket with the Customer's deposit, the Bank will mail the Customer a validated duplicate deposit ticket at the Customer's address imprinted on the deposit ticket.
3. The debtor/creditor relationship between the Bank and Customer arises at the time Customer's deposit is credited by Bank to Customer's account(s) associated with the Customer's deposit ticket(s).
4. Bank is authorized to: (i) open the tamper resistant bag associated with Customer's deposits to verify the contents of the bag, (ii) process the Customer's deposit by crediting the deposit to the Customer's account, subject to all other terms and conditions of the Customer's deposit account agreement with the Bank.
5. The bags **will not** be worked under dual control and will be processed in the same manner as a walk up customer. In the event Bank identifies a discrepancy in the Customer's deposit, or is unable to process one or more items included in the deposit, the Bank will attempt, prior to crediting the Customer's account with a deposit in an amount different from the amount listed on the Customer's deposit ticket(s), to contact the Customer Contact Person as specified in this Agreement by Phone. If Bank is not able to process a deposit for the amount listed on the Customer's deposit ticket, the Bank will credit the Customer's account for those items in the Bank's actual possession which are otherwise capable of being processed by Bank in accordance with the terms and conditions of this Agreement and the Customer's deposit account agreement.
6. Should the Bank receive deposits(s) from the Customer's designated Armored Car Service provider that are not in a sealed tamper resistant bag, or the sealed tamper resistant bag has been opened or damaged during delivery, the Bank may reject the deposit. Alternatively, the Bank may contact the Customer for authorization to accept and process the deposit(s). However, the Bank has no liability whatsoever to Customer for any discrepancies on these deposit(s).

CHANGES

At any time Bank may amend this Agreement, which amendments will be effective after providing Customer reasonable notice in writing or by any other method permitted by law.

TERMINATION

This Agreement, as to armored car services, may be terminated by either party upon 30 days written notice to the other party. The termination of this Agreement, however, does not terminate the Customer's existing deposit account agreement with Bank unless the written notice specifically includes a notice terminating the deposit account agreement.

LOCKBOX OPERATING AGREEMENT

In Consideration of the promises and covenants contained herein, Bank and Customer hereby agree to the following standard terms, unless the Customer directs the Bank to perform its obligations under this Agreement in a specified manner that is set forth in the Instructions:

1. The Bank will collect the contents of the post office box (the "Box") identified in the Operating Instructions attached hereto as Schedule A (the "Instructions"), the terms of which are incorporated herein, on each banking day (any day on which the Bank is open for normal business) at such times as the Bank may establish. The Bank will open the envelopes or other contents of the Box, remove and inspect the checks and enclosures, and handle the checks and enclosures as provided herein. An acceptable check is one which conforms with the following:
 - a) **Payee** - The name of the payee on the check shall be one of the names listed in the Instructions or a reasonable variation thereof.
 - b) **Date** - Regardless of the date of the check, the Bank agrees to deposit such check SUBJECT TO THE INDEMNITY AND RELEASE PROVISIONS IN PARAGRAPHS 9 AND 10 OF THIS AGREEMENT, unless the Customer directs the Bank to process such checks in a specific manner that is set forth in the Instructions.
 - c) **Amount** - Either a written or numerical amount shall be given, but if both are provided and they differ, the Bank will use the written amount. If the check contains protectograph figures, such amount will be used by the Bank.
 - d) **Signature** - Regardless of whether or not the check bears the drawer's signature or indicates the drawer's name, the Bank agrees to process and deposit such check SUBJECT TO THE INDEMNITY AND RELEASE PROVISIONS IN PARAGRAPHS 9 AND 10 OF THIS AGREEMENT, unless the Customer directs the Bank to process such checks in a specific manner that is set forth in the Instructions.
 - e) **Alterations or Restrictions** - All items bearing restrictive notations such as "Payment in Full", "Balance on Account", or "Final Settlement" will be deposited by the Bank SUBJECT TO THE INDEMNITY AND RELEASE PROVISIONS IN PARAGRAPHS 9 AND 10 OF THIS AGREEMENT, unless the Customer directs the Bank to process such items in a specific manner that is set forth in the Instructions.
 - f) **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 processed on a collection basis or forwarded to the Customer as the Bank deems appropriate.
 - g) **Cash** - Bank will process and deposit all cash received. However, Bank shall assume no liability for cash received by mail.
2. Acceptable checks shall be processed and deposited as received in the following manner:
 - a) **Endorsement** - The following endorsement shall be applied to each check: "Credit to the account of the within named payee, absence of endorsement guaranteed by [the Bank]."
 - b) **Deposits** - Each check shall then be deposited to such account (the "Account") of the Customer at the Bank as indicated in the Instructions, at which time the Customer shall become a depositor of the Bank with respect to those checks, and the collection of such checks shall be governed by the Uniform Commercial Code as adopted in the State of Texas, the Customer's signature card agreement, and any other provisions applicable to the Account, as well as this Agreement.
 - c) **Remittance Material Disposition** - All statements, invoices, communications and other papers accompanying such checks shall be delivered to the customer at the Bank's discretion, unless the Customer directs the Bank to process such items in a specific manner that is set forth in the Instructions.
 - d) **Record Maintenance** - The Bank will maintain an optically scanned record of each check deposited. Said record will be retained by the Bank for five years, in order to reconstruct any specific deposit by means of duplicate photocopies should the need arise and a request be made by the Customer (subject to the payment of the Bank's then prevailing charge for such service).
3. All items which are not acceptable checks shall not be processed but shall be returned to the Customer along with all statements, invoices, communications, and other papers accompanying such item. Said items and papers shall be delivered in the customary manner of the Bank and in such other manner as may be specified in the Instructions.
4. Remittances which are sent directly to the Customer may be forwarded to the lockbox and used in connection with this Agreement. The Customer will place remittances, including any accompanying papers in the original envelope, into another envelope appropriately addressed.
5. Checks drawn in foreign currency will be processed on a collection basis only. Credit will be posted upon receipt of paid collections less all fees and charges.
6. Expenses such as post office box rental, postage and exchange charges may be paid initially by the Bank. The customer agrees that it will be responsible for, and will reimburse the Bank for, all such expenses. Customer further agrees to promptly pay Bank the fees shown on Schedule B attached hereto. Customer agrees that Bank may reimburse itself for expenses and fees due hereunder by debits to the Customer's Account. If such Account does not have a sufficient collected balance to cover such expenses and fees, Bank may reimburse itself from any other account maintained by Customer at Bank. Customer agrees to reimburse Bank upon demand for any such expenses and fees which remain unpaid. Bank may, at its option, require advance payment of such expenses and fees or a deposit to cover such expenses and fees.

7. From time to time, upon not less than 30 days' prior written notice to Customer, Bank may change any procedures or fees established in connection with this Agreement. Notwithstanding the foregoing, Bank may change any procedures without prior notice to Customer where an immediate change in terms or conditions is necessary to maintain or restore the security of any deposit account. The Customer acknowledges and hereby consents to the outsourcing of some or all of the Bank's obligations hereunder to a third party vendor.
8. In the event of any disagreement hereunder, or if conflicting demands or notices are made upon Bank relating to this Agreement or any item or amount received by Bank hereunder, Bank may, at its option, refuse to comply with any claims or demands on it, or refuse to take any other action hereunder with regard to the subject matter of the dispute, so long as such dispute continues; and in any such event, Bank shall not be or become liable to any person for its failure or refusal to act, and Bank shall be entitled to continue to refrain from acting until (a) the rights of all parties shall have been fully and finally adjudicated by a court of competent jurisdiction, or (b) all differences shall have been adjusted and all doubt resolved by agreement among all of the interested persons. The rights of Bank under this paragraph are cumulative of all other rights which it may have by law or otherwise.

INDEMNITY AND RELEASE

9. CUSTOMER AGREES TO HOLD HARMLESS AND INDEMNIFY BANK, ITS EMPLOYEES, AGENTS AND AFFILIATES FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, COSTS, EXPENSES, LOSSES AND DAMAGES OF ANY AND EVERY KIND (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS) ARISING OUT OF OR RESULTING, DIRECTLY OR INDIRECTLY, FROM THE ACTS OR OMISSIONS OF CUSTOMER, ITS EMPLOYEES OR AGENTS; THIRD PARTIES; THE BANK, ITS EMPLOYEES OR AGENTS, EXCEPT FOR THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF THE BANK, ITS EMPLOYEES OR AGENTS. IN CONNECTION WITH THIS AGREEMENT OR THE DEPOSITS AND OTHER PROCESSING CONTEMPLATED HEREIN, IT IS THE INTENTION OF THE PARTIES THAT THIS INDEMNIFICATION SHALL BE UNLIMITED, AND THAT IT SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY AND ALL DIRECT, INCIDENTAL, CONSEQUENTIAL AND PUNITIVE DAMAGES.
10. (A) EXCEPT FOR THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF BANK, ITS EMPLOYEES OR AGENTS, CUSTOMER RELEASES BANK, ITS EMPLOYEES AND AGENTS FROM ALL LIABILITIES, CLAIMS, COSTS, EXPENSES, LOSSES AND DAMAGES OF ANY AND EVERY KIND ARISING OUT OF OR RESULTING, DIRECTLY OR INDIRECTLY, FROM ANY ACT, OMISSION, ERROR OR DELAY IN THE PERFORMANCE OR NONPERFORMANCE OF BANK'S SERVICES, AGREEMENTS OR DUTIES UNDER THIS AGREEMENT. TO THE EXTENT, IF ANY, THAT BANK SHALL HAVE ANY LIABILITY UNDER THIS AGREEMENT, CUSTOMER'S EXCLUSIVE REMEDY AND BANK'S ENTIRE LIABILITY FOR ANY AND ALL CAUSES, WHETHER FOR NEGLIGENCE, BREACH OF CONTRACT, WARRANTY OR OTHERWISE, SHALL IN THE AGGREGATE NOT EXCEED TWO MONTHS' AVERAGE BILLING TO CUSTOMER TAKEN OVER THE TWELVE MONTHS PRECEDING THE MONTH IN WHICH THE DAMAGE OR INJURY IS ALLEGED TO HAVE OCCURRED; BUT IF THIS AGREEMENT HAS NOT BEEN IN EFFECT FOR TWELVE MONTHS PRECEDING SUCH DATE, THEN OVER SUCH FEWER NUMBER OF PRECEDING MONTHS THAT THIS AGREEMENT HAS BEEN IN EFFECT. CUSTOMER MAY NOT ASSERT ANY CLAIM AGAINST BANK ARISING IN CONNECTION WITH THIS AGREEMENT MORE THAN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT WHICH GIVES RISE TO SUCH CLAIM.

(B) THE OBLIGATIONS, RESPONSIBILITIES AND LIABILITIES OF THE BANK AS ABOVE DESCRIBED IN SUBPARAGRAPH 10(A) ARE EXCLUSIVE AND IN LIEU OF ANY OTHER GUARANTEES, OBLIGATIONS, RESPONSIBILITIES AND LIABILITIES HEREUNDER, WHETHER DIRECT OR INDIRECT, EXPRESS OR IMPLIED, UNDER LAW OR EQUITY; AND THE BANK DISCLAIMS AND CUSTOMER HEREBY WAIVES AND RELINQUISHES ANY FURTHER OR OTHER SUCH GUARANTEES, OBLIGATIONS, RESPONSIBILITIES AND LIABILITIES ON THE BANK'S PART, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, AND CUSTOMER WAIVES ALL CLAIMS FOR CONSEQUENTIAL DAMAGES AND ALL CLAIMS REGARDING LOSS OR REVENUE, INCOME, PROFIT, AND USE, OR DAMAGES, WHETHER SAME BE DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL. THE EXTENT OF LIABILITY THAT MAY BE IMPOSED ON BANK IS LIMITED STRICTLY AND SOLELY TO THE CIRCUMSTANCES AND AMOUNTS AS SET FORTH ABOVE IN SUBPARAGRAPH 10(A).
11. The bank shall have no responsibility or liability for early processing or failure or delay in performance pursuant to the terms of this agreement when such failure or delay is due to any natural disaster, fire, flood, storm, strike, labor unrest, war, riot, act of god, power failure, equipment failure or any other cause beyond bank's reasonable control.
12. This Agreement shall be effective for a term of one year from the effective date hereof. The Agreement shall renew each year on its anniversary date for a term of another year unless not less than 30 days prior to such anniversary date either party shall have sent the other party written notice of its intention that the Agreement should expire on such anniversary date and not renew. In addition, this Agreement may be terminated at any time by either party hereto by giving not less than 30 days' prior written notice of such termination to the other party. Notwithstanding the foregoing, Bank may terminate this Agreement with such termination to be effective immediately upon notice to Customer if Customer fails to comply with the terms of the Agreement, if Customer fails to pay when due any of the fees provided for in this Agreement, if any charge against the Account made hereunder creates an overdraft in such Account, including, without limitation, a daylight overdraft, or if the Account is closed for any reason or is made subject to levy, garnishment, attachment or similar process. The Bank's decision to not terminate the Agreement promptly after the occurrence of one of the aforementioned events does not constitute a waiver of the Bank's right to terminate the Agreement at a later date. No termination hereunder or expiration of this Agreement shall affect the rights or obligations of either party which may have arisen or accrued prior to such termination or expiration. Any items or correspondence addressed to Customer received in the Box after termination of this Agreement shall be sent by Bank to Customer at the last address of Customer in effect hereunder, or, at Bank's option, returned to sender. The provision of the immediately preceding sentence and of Paragraphs 9 and 10 shall survive the termination or expiration of this Agreement.
13. All notices required in connection with this Agreement shall be deemed to have been given when sent Certified Mail, postage prepaid or delivered by messenger to the parties at the addresses appearing above, or to such other address as either party may specify in writing to the other party.
14. This agreement shall be governed by and construed in accordance with the laws of the State of Texas, and is specifically performable in Collin County, Texas.

15. No waiver of any provision hereunder shall be binding unless such waiver shall be in writing and signed by the party alleged to have waived such provision. Any waiver by either party of any default hereunder shall not operate as a waiver of succeeding defaults.
16. If one or more of the provisions of this Agreement (including the Schedules) should be or be declared to be illegal, invalid or unenforceable in any respect under present or future laws or regulations effective during the term of this Agreement, the legality, validity and enforceability of the remaining provisions of this entire Agreement shall not be affected or impaired thereby; PROVIDED, HOWEVER, that if this entire Agreement shall be or be declared to be illegal, invalid or unenforceable or should any regulatory agency direct Bank to discontinue providing the services hereunder, the parties agree that payments or credits due up to that time shall be remitted or made, and this Agreement shall thereafter be immediately terminated without liability to either party.
17. Paragraph headings and captions have been inserted for convenience only and do not limit or expand the provisions set out in various paragraphs.
18. Any amendments to the language set forth in the foregoing paragraphs shall be attached hereto as Schedule C with the number of the paragraph amended indicated next to the amended language. All amended paragraphs shall be set forth in their entirety and shall supersede the language specified above in the corresponding paragraph number.
19. Any other terms negotiated by the parties shall be attached herein as Schedule D and such terms are incorporated herein.
- 20) This Agreement constitutes the entire understanding of the parties in respect to the subject matter hereof and, all prior negotiations, agreements and representations are merged herein. Except as provided in paragraph 7, this Agreement may not be modified except in writing signed by an authorized representative of each party. This Agreement cannot be assigned by either party without the other party's written consent.

POSITIVE PAY AGREEMENT

The Bank and the Customer agree that the provision by the Bank and the use by the Customer of the Positive Pay services described below shall be subject to the terms and conditions set forth in the Agreement.

DEFINITIONS

Agreement means this Positive Pay Services Agreement, including Schedules A, B, and Addendum A, if applicable, as it may be amended from time to time.

Authorized Account means the account(s) of the Customer, maintained at the Bank to which the Positive Pay services rendered by the Bank will apply.

Available Funds means funds on deposit in an Authorized Account and available for withdrawal pursuant to Federal Reserve Regulation CC (12 CFR 229 et seq.) and the Bank's applicable funds availability schedule and policies as described in the current Deposit Account Agreement and Disclosure.

Business Day means a calendar day other than Saturdays, Sundays and Federal Reserve holidays.

Exception Item means a Presented Item that does not match an Item included in an Issued Item File or in Addendum A, if applicable.

Exception Item Report means a record describing Exception Items which is provided by the Bank to the Customer.

Exception Notification means an electronic notification describing Exception Items which is provided by the Bank to the Customer.

Issued Item File means a record describing an Item written by the Customer on an Authorized Account provided by the Customer to the Bank under Section 2.1.

Pay Request means the instructions of the Customer to the Bank requesting the Bank to pay an Exception Item.

Presented Item means an Item drawn on an Authorized Account and presented to the Bank for payment through the Item collection system.

Return Request means the instructions of the Customer to the Bank instructing the Bank not to pay an Exception Item.

2. POSITIVE PAY SERVICES

Issued Item File. The Customer shall submit an Issued Item File to the Bank.

The Issued Item File shall accurately state the Item number, date and the exact dollar amount of each Item drawn on an Authorized Account since the last Issued Item File was submitted. Each Authorized Account shall require an Issued Item File for all Items issued.

The Customer shall provide an Issued Item File on each day, except Federal Reserve holidays, in the mutually agreed upon format no later than 3:00 p.m. (Central Standard Time) for next business day processing.

In the event of system failure, either that of the Customer's or of the Bank's and the Issued Item File cannot be received by the Bank or the Bank cannot process the file, the file shall be considered as not received, even if the Bank has possession of the file.

Payment of Presented Items and Reporting of Exception Items. The Bank shall compare each Presented Item by Item number and amount against each Issued Item File received by the Bank for each Authorized Account. On each business day, the Bank:

May pay and charge to the Authorized Account each Presented Item that matched by Item number and amount an Item listed on any Issued Item file.

The Bank shall electronically make available Exception Item information by 9:00 a.m. (Central Standard Time) each business day allowing the Customer sufficient time to review such exceptions and process, if necessary, by the deadline in Section 2.3. In the event of system problems and the Bank cannot send the Exception Item information in sufficient time for the Customer to respond by the deadline, the deadline will be extended accordingly. The extended deadline will be communicated to the Customer via e-mail.

Pay Request/Return Request. The Customer shall review and electronically communicate Pay Requests and Return Requests for all exceptions to the Bank by 11:00 a.m. (Central Standard Time). The Bank may, at its sole discretion, extend the deadline. Any such extension of the deadline will be communicated to the Customer by e-mail.

Pay Default. If the Customer misses the deadline as outlined in Section 2.3, the Bank will make final payment of the Item(s) and charge the account the Items are drawn against.

Not Covered. This Agreement does not cover an Item if the Bank has cashed the Item or is committed to honor or pay the item under applicable laws, regulations or rules governing Items.

Changes. From time to time, upon no less than 30 days' prior written notice to Customer, Bank may change any procedures or fees established in connection with this Agreement. Notwithstanding the foregoing, Bank may change any procedures without prior notice to Customer where an immediate change in terms of conditions is necessary to maintain or restore security of any deposit account.

The Bank shall use only Issued Item Files that comply with Section 2.1 and have not been revoked in accordance with Section 2.5 in the preparation of Exception Item Reports under this Agreement.

The Customer shall use only Exception Item Reports that comply with Section 2.2 and have not been revoked in accordance with Section 2.5 in the preparation of Pay Requests and Return Requests. The Bank shall not be obligated to comply with any Pay Request or Return Request received in a non-standard format or medium, after a deadline, or at a place not permitted under this Agreement but may instead treat such a Pay Request or Return Request as though it had not been received.

The Bank is not responsible for detecting any Customer error contained in any Issued Item File or Pay Request or Return Request sent by the Customer to the Bank.

3. LIABILITY OF THE BANK; LIMITATIONS ON LIABILITY

Performance of the Bank. The Bank shall be responsible only for performing the service it expressly agrees to perform in this Agreement and shall be liable only for direct damages, not to exceed the value of any Items negligently handled, caused by its negligence in performing those services. The Bank shall not be responsible for any acts or omissions of the Customer, including without limitation the amount, accuracy, timeliness of delivery or Customer authorization of any item or instruction received from the Customer, or any act or omission of any other person, including without limitation any transmission or communications facility, and data processor of the Customer, and no such person shall be deemed the Bank's agent.

Limit on Damages. In no event shall the Bank be liable for any consequential, special, punitive, or indirect loss or damage which the Customer may incur or suffer in connection with this Agreement, including, without limitation, loss or damage from subsequent wrongful dishonor resulting from the Bank's acts or omissions in performing its services under this Agreement.

It shall constitute wrongful dishonor by the Bank if the Bank dishonors an Exception Item and the Bank has been ordered by the Customer to pay pursuant to a Pay Request sent to the Bank by the deadline of 11:00 a.m. (Central Standard Time).

It shall constitute wrongful honor by the Bank if the Bank pays an Exception Item listed in a timely Exception Item Report and the Customer notifies the Bank by the deadline of 11:00 a.m. (Central Standard Time) of its desire to return the item(s).

Notwithstanding Section 3.3.1, the Bank shall have no liability to the Customer for wrongful dishonor when the Bank, acting in good faith, returns an Exception Item:

- (a) that is reasonably believed was not properly payable; or
- (b) if there are insufficient Available Funds on deposit in the Authorized Account; or
- (c) if required to do so by the service of legal process of the Bank or the instructions of regulatory or government authorities or courts; or
- (d) if the Customer fails to provide proper and timely notice to pay said item.

Force Majeure. The Bank shall not be responsible for any failure to act or delay in acting if such failure is caused by legal constraint, the interruption of transmission or communication facilities, computer malfunction or equipment failure, war, emergency conditions, or other circumstances beyond the Bank's reasonable control. In addition, the Bank shall be excused from failing to transmit or delay in transmitting a transaction if such transmittal would result in the Bank's having violated any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other governmental regulatory authority.

Interest. Subject to the foregoing provisions of this Section 3, any liability which the Bank may have for loss of interest for an error or delay in performing its services hereunder shall be calculated by using the rate applicable to the account(s) at the time of the error and period involved, less any applicable reserve requirements.

4. GOVERNING LAW

This Agreement and all claims or disputes arising on account of or related in any way to the Customer's use of Positive Pay shall be governed (without regard to conflicts of law) by applicable State and Federal law. All proceedings shall be heard or enforced by the Federal and State courts residing in Collin County, Texas.

5. GENERAL PROVISIONS

Fees. Positive Pay fees (if applicable) are as outlined in Schedule A.

Payment for Services. The Bank shall, on a monthly basis, debit an authorized Customer account maintained at the Bank for payment of charges

due, unless the Customer arranges another payment procedure acceptable to the Bank.

Indemnification. The Customer shall defend, indemnify and hold harmless the Bank, and its officers, directors, agents and employees, from and against any and all actions, costs, claims, losses, damages or expenses, including attorneys' fees and expenses, resulting from or arising out of (i) any breach of any of the agreements, representations, or warranties of the Customer contained in this Agreement, or (ii) any act or omission of the Customer or any other party acting on the Customer's behalf, including but not limited to parties described in Section 3.2 above.

Confidentiality. The Customer acknowledges that it will have access to certain confidential information regarding the Bank's execution of service(s) contemplated by this Agreement. The Customer shall not disclose any such confidential information of the Bank and shall use such confidential information only in connection with the transactions contemplated by the Agreement.

Electronic Media. All electronic data or media and records used by the Bank for service(s) contemplated by this Agreement shall be and remain the Bank's property. The Bank may, in its sole discretion, make available such information upon the Customer's request. Any expenses incurred by the Bank in making any such information available to the Customer shall be paid for by the Customer at prevailing Bank rates.

The Customer is responsible for providing accurate electronic addresses for communication in connection with the transactions contemplated in this Agreement.

The Bank shall not be liable for any loss or damage on account of the Customer's internet service, browser or e-mail provider blocking (whether on account of "firewall", system failure, or otherwise) or preventing the Bank's e-mails from reaching the Customer.

The Bank utilizes identification technology to verify that the sender and receiver of electronic transmissions can be appropriately identified by each other. Notwithstanding our efforts to ensure that transmissions are secure, the Customer acknowledges that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. The Bank cannot and does not warrant that all data transfers or e-mail transmitted to and from the Bank will not be monitored or read by others.

Severability. If any court or tribunal of competent jurisdiction determines that any provision of this Agreement is illegal, invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

Amendments. The provisions of the Agreement may be amended only by agreement executed by both parties.

Assignment. Subject to 5.9, neither party may assign or transfer any of its rights or obligations under this Agreement, but the provisions of this Agreement shall be binding upon and benefit any legal successor to the Bank or to the Customer, whether by merger, consolidation or otherwise.

Termination. The Bank may terminate this Agreement immediately by notice to the Customer, or without notice if the Customer breaches any of its obligations under this Agreement. The Customer may terminate this Agreement at any time upon thirty (30) business day's prior notice to the Bank. Termination shall not affect any of the Bank's rights or the Customer's obligations under this Agreement prior to such termination. Upon termination, if requested by the Customer, the Bank will provide the Customer (or its representative) with an outstanding Item report.

Waiver. The waiver by a party to this Agreement of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by the other party.

Entire Agreement. This Agreement, including attached Schedules A and B, is the entire agreement and understanding between the parties related to the subject matter of this Agreement as of the date hereof and supersedes all prior agreements and understandings between the parties relating to the subject matter of the Agreement. This Agreement does not change the terms of any other agreement, including the Deposit Account Agreement, except as it relates to Positive Pay.

Headings. Headings to sections of this Agreement or any Schedules are included for ease of reference and shall not be deemed to create rights, remedies, claims or defenses arising under this Agreement.

Beneficiaries. This Agreement is for the benefit only of the undersigned parties hereto and is not intended to and shall not be construed as granting any rights to or otherwise benefiting any other person.

Fees. The Customer must have a Commercial Analysis checking account in order to track and/or charge the Positive Pay service fees.

REMOTE DEPOSIT CAPTURE AGREEMENT

DEFINITIONS

- **We, us, and our** refers to the Depository Financial Institution.
- **You and your** refers to Customer.
- **Agreement** refers to this Remote Deposit Capture Agreement.
- **Account** refers to your checking or share draft account with us which is identified by the Account Number.
- **Qualifying Items** refer to checks as defined in 12 CFR 229.2 (including share drafts and remotely created checks) drawn on financial institutions located in the United States. Third party checks and items drawn on you or your related companies are not Qualifying Items.
- **Remote Deposit** refers to your deposit of Qualifying Items to the Account by indorsing the paper originals, placing our name and the word "scanned" on them, and then scanning both sides of them and sending their accurate images to us, together with deposit instructions, via the Internet, rather than by providing us with the paper originals.
- **Day** refers to calendar days unless otherwise noted.

- **Banking Day** refers to one of our banking days as defined in 12 CFR 229.2.
- **Business Day** refers to a business day as defined in 12 CFR 229.2.
- Other terms have the meanings provided in the applicable Uniform Commercial Code.

REMOTE DEPOSIT REQUIREMENTS

You can make Remote Deposits if, but only if, you satisfy all of the Scanner and Related Hardware and Software Requirements, Image Quality Requirements, and other requirements of this Agreement.

SCANNER AND RELATED HARDWARE AND SOFTWARE REQUIREMENTS

You will use scanner(s) and related hardware and software provided to you by us. All scanners, related hardware and software must meet the System Requirements outlined in Schedule A.

IMAGE QUALITY REQUIREMENTS

The images of Qualifying Items you send us will be sufficiently inclusive and high quality to permit us to satisfy all pertinent requirements of the following: the Check 21 Act, 12 USC 5001, et seq.; all related laws or regulations; all other state or federal laws and regulations; The American National Standards Institute; The Electronic Check Clearing House Organization; and all other clearing houses or associations.

REMOTE DEPOSIT LIMITS

The Bank will establish limits on the total number of Qualifying Items that can be transmitted to us per day as well as limits on the total dollar amount of Qualifying Items that can be transmitted to us per day. Upon the Bank's request, the Customer shall participate in the process of establishing such limits whether by verbal discussion or written documentation. The Bank reserves the right to review and/or change the established limits at any time but most often annually.

RECEIPT DEADLINE

The deadline (Receipt Deadline) for our receipt of Remote Deposits is 4:00 PM Central Standard Time on a Banking Day. Any Remote Deposits not received on a Banking Day or not received in their entirety by the Receipt Deadline on a Banking Day will be considered to have been received on the next Banking Day.

ACCEPTANCE OR REJECTION NOTIFICATIONS

Notices of acceptance for deposits, or rejections with respect to Qualifying Items included in your Remote Deposits will be available by 6:00 PM Central Standard Time via the Internet on the banking day in which we receive the Remote Deposits. The notices will be effective when they become available, whether or not they are received by you. Such acceptances for deposit or rejections will reasonably identify each of the Qualifying Items accepted and each of the Qualifying Items rejected.

RETENTION/DESTRUCTION OF ORIGINAL ITEMS

You will retain and safeguard the paper original of each Qualifying Item included in a Remote Deposit no longer than 30 days after your statement cycle. You will destroy such paper original immediately after the expiration of that period. The preferred method of destruction is to utilize a cross-cut shredder or a professional shredding company. All paper originals must be maintained in a secure manner consistent with commercial standards by you until such items are destroyed.

SECURITY

We will assign a System Administrator ID so that you can add or delete system users and their passwords. You are responsible for keeping all User IDs and passwords secure so that unauthorized users cannot have access to the system.

Password Length should be a minimum of eight characters long and a maximum of ten characters long and should contain at least 1 number. Users are instructed to select passwords that are difficult to guess, but easy to remember; and that do not contain repeating characters.

Password Changes will generally occur every 90 days. New users are required to select a confidential password the first time they access the system. The system prevents users from using any of the passwords they have used the previous 6 times.

BANK AUDIT RIGHTS

The Bank reserves the right to audit, inspect, and review the Customer's records, systems, and books with respect to Remote Deposit. Upon the Bank's request, the Customer shall provide any and all documentation within the timeframe specified by the Bank. The Bank may request such documentation to ensure and validate the Customer's compliance with this Agreement.

Notwithstanding, if the Bank determines through the audit that internal controls and processes require change, the Customer agrees and acknowledges that it shall implement such change to its internal controls and processes upon the Bank's request with respect to Remote Deposit. Failure by the Customer to provide any documentation, comply with the Bank's audit request, or implement changes to its internal controls and processes with respect to Remote Deposit, may result in the cancellation of Remote Deposit Services and/or closure of the Customer's account with the Bank as well as other deposit accounts held by the Customer at the Bank.

FEES

You will pay us fees for our performance under this Agreement as outlined in the Remote Deposit Capture Pricing, Schedule B, and in our Schedule of Fees. We can debit the Account for such fees without notice to you. Pricing is subject to change with 30 days advance written notice.

OTHER PROVISIONS

We will provide Internet based product training in which you will be required to participate.

TERMS & CONDITIONS

Email Addresses and Other Information - You and we will provide each other with Email addresses and other information as needed for purposes of this Agreement and will update such information immediately.

Acceptance Required - We will credit your Account for a Qualifying Item included in a Remote Deposit if, but only if, we have received it and it has been accepted for deposit. We can reject an item included in a Remote Deposit for any reason or for no reason at all.

Provisional Credit Only - Any credit to your Account of a Qualifying Item included in a Remote Deposit (including Qualifying Items drawn "on us") is provisional only until collection is final. Until final settlement, we will act only as your agent, regardless of the form of indorsement or lack of indorsement on a Qualifying Item, even if we have provisionally credited your Account. We can reverse any provisional credit to your Account of a Qualifying Item included in a Remote Deposit that is lost, stolen, or returned. You will indemnify us and hold us harmless from any loss we may incur as a result of our lawfully reversing a provisional credit to your Account.

Failures or Alterations in Transmission - We will not be liable for any failures or alterations in the transmission of Remote Deposits to us. Presentment/Collection - Presentment and collection of Qualifying Items included in Remote Deposits will be by any means and through any clearing agents we deem appropriate, and you consent to any applicable clearing house rules.

Funds Availability - Funds from Qualifying Items included in Remote Deposits will be available to you at such times after their acceptance for deposit under this Agreement as they would be available to you after their acceptance for deposit had they been deposited as paper originals in person to one of our employees at any Independent Bank location (under our policies as reflected in our then current funds availability disclosure and 12 CRF 229.10, et seq.). If applicable, items eligible for clearing through the ACH network will be originated by us and credited to your account on the next business day. Even after funds are available to you and have been withdrawn, you will still be responsible for returned items or any other problems with the Remote Deposit.

Information and Access - You will promptly provide us with any information, including financial information, we request that is pertinent in any way to your Remote Deposits or this Agreement. In addition, upon our request you will grant us access to your documents and records sufficient to permit us to determine whether you are complying with the requirements of this Agreement.

Irreconcilable Conflicts - This Agreement supersedes your account agreement to the extent of any irreconcilable conflicts.

Warranties - Unless prohibited by law, by making Remote Deposits you make the following warranties to us and agree to indemnify us and hold us harmless from any breach of such warranties, including payment of our reasonable attorneys' fees and litigation expenses:

- That you were entitled to deposit each of the Qualifying Items included in your Remote Deposits;
- That only paper originals of bona fide Qualified Items have been scanned for Remote Deposit;
- That each of the Qualifying Items included in your Remote Deposits was duly authorized in the amount stated on the Qualifying Item and to the payee stated on the Qualifying Item;
- That there was and will be no duplication among the Qualifying Items included in your Remote Deposits;
- That you will not deposit or redeposit the paper originals of the Qualifying Items included in your Remote Deposits or make any other deposits or redeposits of such Qualifying Items without our informed consent;
- That we will not suffer any loss as a result of your Remote Deposits;
- That we will not suffer any loss as a result of your retention or destruction of the paper originals of Qualifying Items included in your Remote Deposits;
- That all information you provide to us regarding your Remote Deposits will be accurate;
- That your Remote Deposits and all information you provide to us will be virus-free;
- That your Remote Deposits will not violate any laws; and
- That you have performed and will perform all your obligations under this Agreement.
- Your obligation to indemnify us for breach of your warranties shall survive termination of this Agreement.
- We expressly disclaim all warranties, including without limitation any warranty of merchantability or fitness for a particular purpose.

Return Items - If Qualifying Items included in your Remote Deposits are returned, we will provide you with Image Replacement Documents (IRD), rather than the paper originals. Alternatively, if a Qualifying Item converted to an ACH transaction and is subsequently returned, the item may be re-presented according to the instructions you give us in the RDC Set up Form.

Statements - You will examine your statement of account and report to us any alterations or unauthorized signatures purporting to be yours or on your behalf relating to Remote Deposits that you discover, or reasonably should have discovered, with reasonable promptness. Reasonable promptness for this purpose will not exceed 30 days from when the statement was first sent or made available to you. If you do not make such a report with reasonable promptness, you cannot assert against us such alterations or unauthorized signatures, or any others made by the same wrongdoer before we receive such a report. In addition, if you do not discover and report to us any such alterations or unauthorized signatures or any other issues regarding Remote Deposits within 60 days from when the statement including the Remote Deposits was first sent or made available to you, you cannot assert them against us.

Circumstances Beyond Our Control - We will not be responsible for any failure or delay in performance pursuant to the terms of this Agreement

when such failure or delay is due to any natural disaster, fire, flood, storm, strike, labor unrest, war, riot, act of God, power failure, equipment failure or any other cause beyond Bank's reasonable control.

Standard of Care - Unless otherwise required by law, our standard of care in connection with this Agreement is limited to ordinary care.

Duration and Termination - This Agreement will continue until it is terminated. We can terminate it immediately without notice if you are in default or if we suspect that you are engaged in illegal activity. Either party can terminate this Agreement without cause by giving 10 days advance written notice of termination.

Changes - We can change the provisions of this Agreement, other than the above stated right to terminate without cause, by giving you 10 days advance written notice of the changes. If you change locations, your Remote Deposit limits change, your ownership changes, or your financial conditions change, you must notify us in writing within 10 days.

Waiver - We can waive rights under, and violations of, this Agreement without affecting other rights under, or other violations of, this Agreement.

Assignment - You are not entitled to assign this Agreement or your rights and obligations under this Agreement without our consent.

Benefit - This Agreement is for your benefit and our benefit only, and no other entities have rights under this Agreement.

Invalidity - The invalidity or illegality of any provision of this Agreement will not affect the remainder of this Agreement.

Limitations on Liability - We are not responsible for acts or omissions of you or those of any other person, including without limitation, any transmission or communications facility, and no such party shall be deemed to be our agent. We shall not be liable for delays or failures in the performance or completion of any of its obligations under or with respect to this Agreement beyond our reasonable control including, but not limited to, delays caused in whole or in part by acts of civil or military authority, riots, epidemics, war, governmental regulations, fire, hurricanes, flood, insurrection, catastrophes, failures of transportation, communications or power supply, unavoidable mechanical difficulty with its computer equipment, acts of God, or other causes beyond our control or due to third parties.

You agree that we shall have no duty of indemnity or contribution for a third party claim arising from our performance or non performance of any services hereunder. Further, we shall not be liable for any duplicative presentment warranty or any substitute check indemnity as they may arise under law.

We will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement, even if we have knowledge of the possibility of them. We are not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond our reasonable control. Notwithstanding any other provision of this Agreement, the maximum amount of our liability to you shall be the amount of fees you have paid to us for a specific action, item or service.

You acknowledge and agree that the damage and liability limitations set forth in this Agreement are reasonable in light of all present and reasonably foreseeable events and the possible amount of actual damages. The limitations set forth in this Agreement will survive termination of this Agreement.

Governing Law, Arbitration, and Venue - This Agreement is governed by the laws of the state of Texas. Any controversy or claim arising out of or relating to this Agreement, or the breach hereof, shall be settled by arbitration in the City of McKinney, Texas in accordance with Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. This agreement to arbitrate shall be specifically enforceable under applicable law in any court of competent jurisdiction. You hereby submit to jurisdiction in the State of Texas for any action or cause arising out of this Agreement, agree that venue shall be in Collin County, Texas, and waive any and all rights to object to such venue.

Independent Contractor - We are an independent contractor and not your agent, joint venturer, partner, or employee.

WIRE TRANSFER AGREEMENT

Customer authorizes Independent Bank ("Bank") to receive, execute, and charge our account(s) for all telephonic, telegraphic, computer communication device, oral, or written funds transfer requests, when such requests reasonably appear to be received from an authorized Customer representative listed in Schedule A. Customer agrees to provide written notice to Bank in order to change or revoke the designation of accounts or authorized representatives. The Bank may, in its sole discretion, act upon any oral or written notice which it reasonable believes to be from Customer; however, Bank is under no obligation to act upon oral notice; and if Bank elects to act upon oral notice, Customer will promptly confirm such oral notice in writing to the Bank. Notwithstanding the foregoing, consumer customers must initiate international wires including foreign exchange wires in person in a Bank Location or branch. With that understanding, Customer and Bank further agree as follows:

1. In accordance with the terms of this Agreement, Bank may upon instruction from a person who reasonably appears to be an authorized Customer representative:
 - (a) Transfer funds from specified Customer Account(s) with Bank to any other specified Customer bank account(s), whether such account(s) is (are) with Bank or other bank(s); and
 - (b) Transfer funds and Customer account(s) with Bank to any account(s) of a third party, whether such third party account(s) is (are) with Bank or other bank(s).
2. In order to transfer funds, the Customer will assign a password for each authorized representative for wire transfer purposes and submit the password(s) to the Bank on the Schedule A attached to this agreement. It is the Customer's responsibility to secure passwords and promptly notify the Bank should the passwords be compromised. Customer's authorized representative will be required to use their password at

the time of each wire transfer request. Bank will not be obligated to honor any wire transfer request unless, at the time of a request, Customer's authorized representative properly identifies himself and states the correct password. With respect to online banking transfers, Customer's authorized representatives shall also be required to use security tokens and Customer shall be solely responsible for the safekeeping and security of the above referenced security tokens and notifying Bank should the security tokens be compromised. Customer agrees that it and not Bank has control over Customer's computer systems; accordingly, Customer assumes all liability related to securing connectivity and lines to the proper computer as well as all liability attributable, in whole or in part, to the compromise of security, security breaches, or loss of control over the physical security of Customer's computer systems, hardware and software. Customer shall be solely responsible for and agrees to fully indemnify, defend and hold Bank harmless from any and all losses, damages, claims, and/or lawsuits which arise out of Customer's failure to keep passwords, security tokens, and Customer's hardware/software, computer system, internet and/or email secure - if for whatever reason any of the foregoing are compromised by a third party or employee/ representative of Customer, Customer shall bear the full responsibility for any resulting loss, damages, claims or lawsuits and shall fully defend, indemnify and hold Bank harmless from same.

3. Bank may, at Bank's sole discretion, and without liability for failing to do so, call one of Customer's authorized representatives (other than the representative who originated the request) to authenticate a request prior to initiating a transfer. If Bank is unable to authenticate such request, Bank may, at Bank's option, refuse to make the requested transfer.
4. Bank may rely upon the oral or written instructions which reasonably appear to be made by any of the authorized representatives listed in Schedule A until Bank's Wire Transfer Department has received written notice from Customer specifying a change therein.
5. Bank is authorized to electronically record telephone conversations between Bank and Customer's authorized representatives. The decision to record a call is solely within the Bank's discretion and Bank shall have no liability for failing to do so.
6. Upon request, Bank will e-mail and/or fax daily wire advices or confirmations upon request. Customer shall immediately review and reconcile its statements of account and immediately report in writing to Bank any discrepancies between Customer's records and the notification forwarded by Bank.
7. Transfer requests will at no time exceed the available balance in the Customer's account(s) at the Bank, as determined by the Bank. Customer shall be liable for any funds transferred upon proper instructions by Customer, whether or not such amount exceeds the available balance at the Bank.
8. All requests by Customer for transfers shall conform to the operating procedures as Bank may from time to time prescribe. Bank may change these procedures upon written notice to Customer and Bank reserves the right to, without written notice, alter procedures in the event Bank's online system is down if providing written notice would impede Bank's ability to meet certain deadlines. Customer further agrees that it will prevent the disclosure within and outside of its organization, except on "need to know" basis, of any of the Bank's procedures relating to transfers of funds. If the confidentiality of the procedures is compromised, Customer will notify the Bank immediately and shall indemnify, defend and hold harmless Bank from any loss, claim, damage or lawsuit attributable to any unauthorized disclosure described in this paragraph.
9. **Bank's duties and responsibilities are limited to those described in this Agreement. Unless indicated otherwise, Bank will use reasonable care in performing under this Agreement and will be responsible for any loss sustained by Customer only to the extent such loss is not caused by Customer violating any provision of this Agreement, and is caused solely by Bank's failure to reasonably rely upon Customer's wiring instructions; however, in such case, liability will extend only, at most, to the amount of the wire, less monies mitigated by whatever means (including, but not limited to insurance proceeds and/or criminal restitution). Bank will not be responsible for liability, loss, or damage resulting from: a) Customer's failure to follow this Agreement or other procedures for wire transfers of which Bank has notified Customer; b) any delay in the performance by Bank of, or failure to perform, the provisions of the Agreement which is caused by an act of God, fire or other catastrophe, electrical or computer failure; c) acts of, delays or failure to act by any carrier and/or agent operation between Bank and Customer, or by recipients of transferred funds and their personnel; or, d) without limiting the generality of the foregoing; or e) any other cause beyond Bank's control. Furthermore, Bank will not under any circumstances be responsible or liable for Customer's indirect or consequential damages.**
10. **Customer will indemnify, defend, and hold Bank harmless from any claims, demands, expenses (including reasonable attorney's fees), losses, actual damages, damages or punitive damages arising out of Bank's reasonable reliance upon wire transfer directives from persons reasonably appearing to be Customer's authorized representative(s) and which transfers are made by Bank. Customer shall have no right to reverse, adjust, or revoke a transfer request after the Bank receives it, except under mutual agreement.**
11. **Governing Law, Arbitration, and Venue** - This Agreement is governed by the laws of the state of Texas. Any controversy or claim arising out of or relating to this Agreement, or the breach hereof, shall be settled by arbitration in the City of McKinney, Texas in accordance with Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. This agreement to arbitrate shall be specifically enforceable under applicable law in any court of competent jurisdiction. You hereby submit to jurisdiction in the State of Texas for any action or cause arising out of this Agreement, agree that venue shall be in Collin County, Texas, and waive any and all rights to object to such venue.
12. This agreement will be governed by the laws of the State of Texas. Venue for any dispute regarding this Agreement shall be the State County Court at Law or District Courts of Collin County, Texas. This Agreement will remain in effect until the Bank or Customer receives written notification to terminate the agreement or all of the accounts referenced in the Schedule A of this agreement are closed.
13. Bank's Operating Procedures are specified in Schedule B attached hereto and made a part hereof. Bank may revise such Operating Procedures of this Agreement by notice to Customer.

TREASURY MANAGEMENT SCHEDULE OF FEES

Account Maintenance, Monthly	\$12.00
Debts - Checks & Electronic	\$0.15
Credits - Paper & Electronic	No Charge
On - Us Items	\$0.10
Transit Items	\$0.10
Stop Payment	\$25.00
Cash Management Online Stop Payment	\$15.00
NSF	\$27.00

Return Items

Return Item - Redeposit	\$5.00
Return Item - Chargeback	\$5.00

Collection Items

Collection Item - Incoming	\$30.00
Collection Item - Outgoing	\$30.00

Retail Services

Rolled Coin	\$0.10
Strapped Currency	\$0.25
Locked Bags	\$20.00
Temporary Checks	\$3.00
Cashiers Checks	\$3.00

Additional Account Services

Activity Printout	\$2.00
Research Charge per hour	\$25.00
Research Copy	\$2.00
Courier Charge	Pass - Thru
CS ROM Statement	\$3.00

ACH Origination Services*

ACH Origination Services, monthly	\$35.00
ACH - Return Items	\$5.00

Online Banking Services and Cash Management Bundles*

Commercial Basic	No Charge
Cash Management (Wires), monthly	\$50.00
Cash Management Plus (Wires & ACH), monthly	\$85.00
Cash Management Complete (Wires, ACH, and PosPay), monthly	\$125.00

Secure Tokens

Secure Token	No Charge
Cash Management Bundles receive 2 secure tokens	No Charge

Positive Pay Services

Positive Pay, monthly	\$45.00
Positive Pay & ACH Blocking, monthly	\$45.00

Wire Transfer Services*

Wire - Incoming	No Charge
Wire - Outgoing Domestic	\$20.00
Wire - Cash Management Online Outgoing Domestic	\$10.00
Wire - Outgoing International	\$45.00
Wire - Cash Management Online Outgoing International	\$35.00
Wire - Notifications by Email	No Charge

Remote Deposit Capture Services

RDC Setup Fee	\$100.00
RDC Merchant Training	\$100.00
Single Feed Scanner (purchase)	\$410.00
Multi Feed Scanner (purchase)	\$995.00
Single Feed Service, monthly	\$60.00
Multi Feed Service, monthly	\$90.00

*Please Note: Online ACH Origination and Wire Transfer Services requires the use of Secure Tokens. 2 Secure Tokens are included in Cash Management Bundles. Additional or replacement Secure Tokens are available for \$15.00.

Lockbox Processing - Wholesale Services

Annual PO Box Rental	\$150.00
Maintenance Fee, monthly	\$100.00
Minimum Fee, monthly	\$80.00
Basic Processing Items	\$0.35
Additional Check Copies	\$0.15
Additional Data Input (per keystroke)	\$0.01
Research Charge per hour	\$45.00
Research Copy	\$5.00
Special Sorting	\$0.15
Handwritten Notations	\$0.07
Special Stapling	\$0.07
Fax Items	\$0.75
Foreign Items	\$4.25
CD ROM	\$20.00
Document/ Invoice Imaging (duplex)	\$0.08
Internet Access/ Reporting, monthly	\$50.00
Additional Internet IDs	\$7.50
Email Reporting, monthly	\$45.00
Fax Reporting, monthly	\$50.00
Data Transmission Reporting, monthly	\$90.00
Special Report Preparation	\$30.00
Archival Ingestion	\$0.05
Programming Requests per hour	\$125.00
First Class Mail	\$0.135
First Class Mail Minimum, monthly	\$40.00
Courier Charge	Pass-Thru
Mail Forwarding Charge, monthly	\$40.00
Mail Forward Charge/Termination, monthly (does not require minimum monthly charge)	\$75.00
Early Termination, one-time (if box is closed within 6 months)	\$125.00

Medical Lockbox Processing

Image Scanning per TIFF Image	\$0.07
Provider Enrollment	\$500.00
Maintenance Fee, monthly	\$175.00

Other services provided by Lockbox may have additional charges.



**Independent
Bank**

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Member FDIC  Equal Housing Lender