



RAISING STANDARDS TOGETHER

INDEPENDENT BANK

COMMERCIAL SERVICES AMENDMENT

Rates effective as of April 9, 2019

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General Terms and Conditions

DEFINITIONS

Authorized Representative – any person who is listed, described or defined as an authorized representative of or authorized person for Customer in the Documents.

Business Day – any day that Bank is operating and open for business other than a Saturday, Sunday or federal holiday, unless otherwise defined in this Agreement or a Service Exhibit.

Customer's Information – Customer's confidential information disclosed by Customer to Bank in connection with its receipt of the Selected Services.

Documents – this Agreement and any Service Exhibit executed at any time by Customer.

Selected Service – each Service with respect to which Customer executes a Service Exhibit or that is otherwise used by Customer.

Service – each of the treasury management services described in the Service Descriptions.

Service Descriptions – the portion of this Agreement titled "Service Descriptions."

Service Exhibit – each document with a title of "Service Exhibit" that has been executed by Customer pursuant to this Agreement and agreed to by Bank.

REPRESENTATIONS AND WARRANTIES OF CUSTOMER

Customer hereby makes, and agrees to provide Bank with such documentation as Bank may reasonably request with respect to, the following representations and warranties to Bank:

1. If Customer is a business or commercial entity, Customer is duly organized, validly existing and in good standing under the laws of the state of its organization or incorporation and is duly qualified or licensed to do business in each jurisdiction in which the property related to it is owned, leased or operated by Customer or where the nature of its business makes such qualification necessary.
2. Customer has the power and authority to execute the Documents, and to engage in the transactions contemplated thereby.
3. The execution of the Documents by Customer has been duly and validly authorized by Customer and no other corporate or other proceeding by Customer is necessary to perform the terms thereof.
4. Unless Bank has expressly consented to utilization of the Services for consumer purposes, the Services will be used for business or commercial purposes only.
5. The Services will not be used for any unlawful purpose. All requested data and funds transfers will comply with United States laws and will not seek to transfer funds to, from, or on behalf of any person, business or country subject to United States sanctions or in any manner that would violate any United States law, regulation or executive order.
6. Customer is the owner of and/or authorized agent with respect to all accounts subject to the Documents.

AUTHORITY

Each Authorized Representative is authorized to conduct any transaction within the scope of the Selected Services and related to the account or accounts specified in the Documents. Bank may accept oral or written instructions (including written instructions sent via facsimile or other electronic transmission) with respect to the Selected Services from any Authorized Representative. Bank may rely on any signature or oral self-identification of an Authorized Representative that Bank believes, in good faith, to be genuine. Bank may, in its sole discretion, require further confirmation of any instructions received.

DELEGATION TO ADMINISTRATOR

With respect to certain of the Services, Customer may request, and Bank may agree, that certain aspects of Customer's role in connection with such Services be delegated to an administrative representative of Customer (the "Administrator"). In connection with any Services for which an Administrator has been designated and agreed, Bank will set up such Services with the Administrator as the sole user, and the Administrator will assign rights and duties with respect to such Services to other officers and employees of Customer as the Administrator may select. Customer agrees that with respect to any Service for which an Administrator is selected, (1) Bank may regard the Administrator as the sole user of such Service, (2) Bank will be deemed to have no knowledge of, or responsibility for, (a) the identity of any individual whom the Administrator or Customer may have designated as a user of the service, (b) the status of any such designation (i.e. whether such designation is in effect or has been changed), or (c) any act or omission by any such designee, notwithstanding any actual knowledge Bank may have regarding any such matter. Customer agrees that Customer has sole responsibility for (d) the selection of any individual designated by Administrator or Customer as a user of any Service and (e) the acts and omissions of any such designee in connection with any Service. Customer hereby waives, releases Bank from and holds Bank harmless from and against any claim relating to the identity of any such designee selected by the Administrator or Customer, the status of any such designation, and the acts or omissions of any such designee with respect to any Service.

PAYMENT FOR SERVICES

Customer agrees to pay all fees assessed by Bank for any Service used by Customer. At its discretion, Bank may collect all such amounts by debiting any account of Customer at Bank, billing Customer or considering the amount in Customer's account analysis. Amounts charged by Bank with respect to Services under this Agreement may include referral fees or third party costs. In the event Customer's obligations under this Agreement remain unpaid after the date they are due, Bank may debit any account, including any overdraft line of credit or other arrangement, maintained by Customer with Bank or set off against any amount Bank may owe Customer in order to satisfy Customer's obligations under this Agreement.

CONFIDENTIALITY

Bank will restrict disclosure of Customer's Information to Bank's affiliates, employees and agents which or who are involved in performing the Selected Services. Bank will use Customer Information solely for the purposes set forth in the Documents. Bank will not disclose, sell, give, or otherwise transfer or make available Customer Information to any third party, except as necessary to perform the Selected Services or as permitted by law. Upon termination of all Documents, Bank will return or destroy Customer Information in its possession, except that which is necessary for tax, audit, legal or records retention requirements and except that which is included in routine back-ups of Bank's systems. Bank may contract with third parties to provide data transmission, storage or other services to Bank. In the event Bank discloses Customer Information to a third party in order to perform the Selected Services, Bank will limit such disclosure to that necessary to perform those Services, and Bank will require such third party to abide by confidentiality restrictions equivalent to the protections in this section.

SECURITY PROCEDURES

Customer agrees to abide by the security procedures set forth in the Documents. Customer acknowledges and agrees that it has approved all such security procedures and that the procedures are commercially reasonable and adequate for the purposes intended. Customer acknowledges and agrees that such security procedures, while helpful in protecting Customer, do not guarantee the prevention of theft or fraud. Bank may rely on the security procedures identified in the Documents to determine whether any instructions are authorized by Customer, and Customer will be bound by instructions issued in its name by any Authorized Representative and accepted by Bank in compliance with the security procedures set forth in the Documents, whether or not Customer actually authorized such instructions. If the security procedures include a PIN, user ID number, password or other code (collectively, a "code"), Customer agrees (1) that it and its Authorized Representatives will keep all codes confidential and that Customer is solely responsible for safeguarding all codes; (2) that it will not, and will not permit any officer, employee or agent of Customer to, store a code on an Internet connected or enabled device; (3) that it will be solely responsible for and will bear any liability, loss or damage resulting from Customer or any officer, employee or agent of Customer storing a code on an Internet connected or enabled device; and (4) that it will promptly notify Bank should any code be compromised. If Customer believes or has reason to suspect that any security procedure or code has or may have become known by an unauthorized person or party, Customer will immediately notify Bank by telephone and will confirm such notification in writing to Bank within twenty-four (24) hours. Bank will replace any compromised security procedures or codes in accordance with Bank's security requirements. Customer will be liable for any instructions to and other communications with Bank that are initiated through use of a compromised security procedure or code before Bank has received such notice and has had a reasonable opportunity to act upon such notice. Bank reserves the right to change any or all security procedures and/or codes assigned to Customer at any time by giving written notice to Customer. Customer agrees to carefully consider the security risks associated with the number of Authorized Representatives designated in the Documents and to limit that number in accordance with prudent business practices.

INTERNET DELIVERED SERVICES

Certain of the Services involve use of the Internet for delivery of files and other information and for obtaining files and other information. Customer represents that it is aware of the processes implemented by Bank with respect to the use of the Internet in connection with the delivery of such Services, and Customer agrees that such processes, including encryption, are commercially reasonable and acceptable to Customer (even if such processes, including encryption, do not consist of the most recently developed technologies for such activities). Customer acknowledges that Customer's systems, networks and data including e-mail, electronic communications and confidential financial information may be accessed by unauthorized third parties when Customer communicates to Bank using the Internet or other network or dialup communications facilities, telephone or any other electronic means and agrees to assume the risk of such unauthorized access. By using the Internet in connection with the Services or to otherwise communicate with Bank, Customer is assuming the risk that viruses, Trojan horses, worms, or other harmful components may be transmitted to Customer. Customer agrees to install and utilize on its system commercially reasonable anti-virus and/or similar software or use other appropriate protections. If Customer uses a third-party communications system in connection with a Selected Service that is not specifically required by Bank, the system will be deemed to be Customer's agent for that purpose and Bank will have no liability for the functioning or performance of such system.

PROVISION OF COMMUNICATION DEVICES AND SERVICES

Customer agrees that it will be solely responsible for providing and/or arranging for its own electronic connection to Bank and its own means of electronic communications with Bank, including the procurement, operation, maintenance and management of suitable computers, modems and other hardware or electronic communications equipment and services necessary to access Bank and the Services.

NOTICES

If this Agreement requires that notices be written, the notices will be effective upon delivery or refusal of delivery. Notices must be sent by United States mail, by overnight courier service or by hand delivery as follows: (1) if to Customer, at the address which is set forth in the signature block to this Agreement or at the address to which account statements are mailed, (2) if to Bank, at 1600 Redbud Blvd., McKinney, Texas 75069, attention: Treasury Management Department. Changes in either party's notice address must be sent to the other party according to these notification procedures at least 30 days prior to its effective date.

SUCCESSORS AND ASSIGNS

This Agreement is binding upon and is for the benefit of Bank and Customer and their respective successors. Bank may, at any time, assign this Agreement to any affiliate, subsidiary, or parent company, any company owned or controlled by any affiliate, subsidiary or parent company, or any entity that acquires substantially all of the assets of Bank whether by merger, consolidation or otherwise. Otherwise, Bank and Customer may not assign this Agreement to any other person without the written agreement of the other party.

RECORDING TELEPHONE CONVERSATIONS

Customer hereby agrees on behalf of itself, its officers, employees and agents that Bank may (but has no obligation to) record or monitor any telephone conversation with any person in connection with this Agreement without further notice to any person.

AMENDMENTS

Bank may amend the Documents at any time by giving thirty (30) days prior written notice to Customer; provided that, if an amendment is required by law, regulation or applicable clearinghouse rules, or if Bank determines in its sole discretion that an amendment is necessary for the security of Customer's accounts or the security or integrity of the systems used by Bank in performing the Services, Bank may amend the Documents by giving Customer written notice promptly following the effectiveness of such amendment. Customer may terminate the Documents by written notice to Bank prior to the effective date of any amendment described in the preceding sentence (or within ten (10) days after receiving notice of any amendment for which prior notice is not required). Except as described in the preceding sentence, the Documents may not be amended or modified other than by a written agreement executed by Bank and Customer.

BUSINESS DAY

All transactions, deposits, instructions and entries received by Bank on a day which is not a Business Day will be treated as if received on the next Business Day.

TERMINATION

Either party may terminate this Agreement and all related Documents or the portions thereof related to any Service at any time with thirty (30) days written notice to the other party. The release, limitation of liability, indemnity and confidentiality provisions of this Agreement will survive its termination. Bank may terminate this Agreement and all related Documents immediately if Customer (1) fails to maintain adequate balances in any account specified in the Documents or does not pay an overdraft upon demand, (2) violates any of the Documents or any other agreement Customer has with Bank, including any loan, credit or letter of credit agreement, (3) fails to provide any financial information that Bank reasonably requests, (4) has a material adverse change in its financial condition or (5) makes a general assignment for the benefit of creditors or becomes a debtor in any bankruptcy or other insolvency or liquidation proceeding of any kind. Bank may also terminate this Agreement and/or any relevant Documents immediately if it can no longer practicably provide one or more of the Selected Services.

CHOICE OF LAW

All Documents are governed by and shall be construed in accordance with the laws of the state of Texas without reference to its conflicts of laws principles. Subject to the rights of the parties to compel arbitration pursuant to this Agreement, mandatory venue for all claims, disputes and lawsuits arising under or in any way related to this Agreement is the State District Courts of Collin County, Texas or the United States District Courts for the Eastern District of Texas — Sherman Division. Both Bank and Customer agree to waive all objections that they may now or hereafter have with respect to venue in those courts. Customer agrees that it may be served with process by certified or registered mail, return receipt requested at Customer's notice address determined in accordance with this Agreement or at any address used for the mailing of Bank depository account statements, or in any other manner permitted by law.

ARBITRATION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATED TO THE DOCUMENTS OR THE RELATIONSHIP BETWEEN CUSTOMER AND BANK CREATED BY THE DOCUMENTS, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE (EACH, "A CLAIM"), SHALL BE RESOLVED BY BINDING ARBITRATION PURSUANT TO THE COMMERCIAL ARBITRATION RULES (THE "RULES") OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA"). ALL SUCH PROCEEDINGS WILL BE HEARD BY A SINGLE ARBITRATOR CHOSEN IN ACCORDANCE WITH THE RULES AND WILL BE GOVERNED BY THE FEDERAL ARBITRATION ACT. THE ARBITRATOR SHALL HAVE THE AUTHORITY TO DECIDE WHETHER A PARTICULAR DISPUTE IS OR IS NOT ARBITRABLE. THE PARTIES AGREE TO GIVE UP THEIR RIGHT TO A JURY TRIAL WITH RESPECT TO ANY CLAIM AND AGREE THAT NO CLAIM MAY BE BROUGHT AS A CLASS ACTION OR AS A PRIVATE ATTORNEY GENERAL. NEITHER PARTY MAY ACT AS A CLASS

REPRESENTATIVE OR PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS WITH RESPECT TO ANY CLAIM. THE COSTS OF THE ARBITRATION SHALL BE EQUALLY DIVIDED BETWEEN CUSTOMER AND BANK. ONLY DAMAGES ALLOWED PURSUANT TO THIS AGREEMENT MAY BE AWARDED BY THE ARBITRATOR, WHO WILL HAVE NO AUTHORITY TO AWARD INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, CUSTOMER AND BANK HEREBY WAIVING THEIR RIGHT, IF ANY, TO RECOVER ANY SUCH DAMAGES. ALL ARBITRATION PROCEEDINGS WILL TAKE PLACE IN COLLIN COUNTY, TEXAS. ANY PARTY THAT DESIRES TO ENFORCE ANY ARBITRATION AWARD GRANTED HEREUNDER MAY SEEK ENFORCEMENT OF THE ARBITRATION AWARD ONLY IN, AND SUCH AWARD SHALL BE ENFORCEABLE ONLY BY, THE TEXAS STATE COURTS OR FEDERAL DISTRICT COURTS LOCATED IN COLLIN COUNTY, TEXAS. NOTWITHSTANDING THE FOREGOING, EITHER PARTY MAY SEEK INJUNCTIVE OR OTHER EQUITABLE OR PROVISIONAL RELIEF (BUT NOT DAMAGES, WHICH SHALL BE SUBJECT TO ARBITRATION AS PROVIDED IN THIS SECTION) IN A COURT OF LAW FOR ANY BREACH OF OR TO PREVENT ANY THREATENED BREACH OF THE OTHER PARTY'S OBLIGATIONS UNDER THE DOCUMENTS OR TO PRESERVE THE JURISDICTION OF THE ARBITRATOR.

NO WARRANTIES

Bank makes no warranties to Customer or any other person, express or implied, in law or in fact, and disclaims any and all implied warranties, including, but not limited to the implied warranties of quality, accuracy or fitness for a particular purpose, merchantability or suitability, to Customer or any other person, with respect to any of the Services. Bank does not warrant that any software or Internet delivered service associated with the Services will perform in an uninterrupted manner, or that the Services, any report generated in connection with the Services, or the servers or other property that are used to provide the Services and generate reports will be free of viruses or other harmful components.

STANDARD OF CARE

Bank's responsibility to Customer under the Documents is limited to the exercise of ordinary care in conformity with general banking practices. Without limitation, (1) Bank will be considered to have exercised ordinary care if Bank substantially complies with the procedures in the Documents; and (2) Bank's occasional and unintentional deviation from the procedures in the Documents will not be deemed a failure to exercise ordinary care with respect to the related transactions.

LIMITATION OF LIABILITY

Bank's liability to Customer arising from or relating to the Documents will be limited to actual damages incurred by Customer as a direct result of Bank's failure to exercise ordinary care in conformity with general banking practices in providing the Selected Services, to the extent such damages do not result from Customer's violation of any provision of the Documents. In no event will Bank's liability to Customer under the Documents exceed the fees paid by Customer to Bank for the Selected Services that form the basis of Customer's claim against Bank. Customer agrees that Bank will not be liable for (1) the quality of performance or lack of performance of any computer software or hardware or Internet delivered services supplied by Bank to Customer in connection with the Selected Services, or (2) the transmission or failure of transmission of any information from Customer to Bank or from Bank to Customer. To the maximum extent permitted by law, Customer agrees that Bank will not be liable for events or circumstances beyond its reasonable control. Bank will not be liable for any act or failure to act by any correspondent financial institution, any Federal Reserve Bank, any clearing house association or processor, or any other third party. **BANK WILL NOT BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, INCOME, GOODWILL OR DATA, REGARDLESS OF WHETHER BANK WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, AND CUSTOMER EXPRESSLY WAIVES SUCH DAMAGES.**

RELEASE AND INDEMNITY

For purposes of this section, "Bank Parties" means Bank, its directors, officers, employees, shareholders and agents, and its affiliates, and their respective directors, officers, employees, shareholders and agents. Customer agrees to release the Bank Parties from, to indemnify and defend the Bank Parties against, and to hold the Bank Parties harmless from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorney's fees) arising from or related to the Services, except for those losses caused directly by any Bank Party's failure to exercise ordinary care or to act in good faith. Customer and Bank agree that clerical errors and mistakes in judgment do not constitute a failure to exercise ordinary care or to act in good faith. Without in any way limiting the foregoing, Customer agrees to release the Bank Parties from, to indemnify and defend the Bank Parties against, and to hold the Bank Parties harmless from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorney's fees) arising from or related to Bank Parties' acting in good faith in accordance with instructions or information purportedly faxed or sent electronically by Customer or an Authorized Representative of Customer.

A Bank Party shall give prompt written notice to Customer of the commencement or assertion of any action, proceeding, demand or claim by a third party (collectively, a "third-party action") in respect of which such Bank Party seeks indemnification hereunder; provided that failure to give such notice shall not relieve Customer of its indemnification obligations unless such failure materially prejudices Customer. Customer will have the right to assume control of the defense of, settle or otherwise dispose of such third-party action on such terms as Customer deems appropriate; provided, however that (1) any Bank Party will be entitled, at its own expense, to participate in the defense of such third-party action, (2) Customer will not be required to obtain the prior written approval of any Bank Party before entering into or making any settlement of such third-party action or acknowledging any liability in respect thereof, unless, pursuant to or as a result of such settlement, a payment obligation or injunctive or other equitable relief would be imposed upon any Bank Party or if in the opinion of any Bank Party such settlement could have a material adverse effect on its business, (3) Customer shall not consent to the entry of any judgment, or enter into any settlement, that does not include as an unconditional term thereof a release by each claimant or plaintiff of each Bank Party from all liability in respect of such third-party action, and (4) the Bank Parties shall be entitled to have sole control, at the expense of Customer, over the defense or settlement of any third-party action (a) as to which Customer failed to assume the defense within a reasonable length of time or (b)

to the extent the third-party action seeks an order, injunction, or other equitable relief against any Bank Party which, if successful, would materially adversely affect the business, operations, assets, or financial condition of any Bank Party, provided that the Bank Parties shall make no settlement that would give rise to liability on the part of Customer without the prior written consent of Customer.

ENTIRE AGREEMENT

THE DOCUMENTS EMBODY THE ENTIRE AGREEMENT BETWEEN CUSTOMER AND BANK REGARDING THE SERVICES. THE DOCUMENTS SUPERSEDE ALL PROPOSALS, PRIOR AGREEMENTS AND ORAL DISCUSSIONS BETWEEN CUSTOMER AND BANK RELATING TO THE SERVICES. THE DOCUMENTS MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENT BETWEEN BANK AND CUSTOMER REGARDING THE SERVICES. THERE ARE NO ORAL AGREEMENTS BETWEEN CUSTOMER AND BANK REGARDING THE SERVICES THAT ARE NOT INCORPORATED INTO THE DOCUMENTS.

OTHER GOVERNING DOCUMENTS AND LAWS

In addition to the Documents, the Services are also governed by the following as applicable: signature cards, applicable software or Internet delivered program user guides, Bank's Rules and Regulations Governing Deposit Accounts, applicable or relevant software license agreements, ACH operating rules, Chapter 4 and Chapter 4A of the Texas Business and Commerce Code, the Electronic Fund Transfers Act, Regulation E and Regulation J of the Federal Reserve Board of Governors, and all other applicable federal or state laws or regulations. Customer agrees to be governed by all of these documents, laws, rules, regulations, terms and conditions whether or not Customer has executed or read the applicable agreement, document, law, rule, regulation, term or condition. If Bank's Rules and Regulations Governing Deposit Accounts are inconsistent with the Documents, the Documents will prevail.

ENCRYPTION

Customer agrees that Customer bears the sole responsibility and obligation with respect to compliance by Customer's use of the encryption services and products provided by Bank in connection with the Services (the "Encryption Services") with the laws of all jurisdictions other than the United States of America and the states thereof ("Foreign Jurisdictions"). If Customer is organized under the laws of a Foreign Jurisdiction, or if Customer transfers data that is encrypted by means of the Encryption Services from a Foreign Jurisdiction to the United States of America or from the United States of America to a Foreign Jurisdiction, then in each case, Customer Agrees that Customer (1) will consult with its legal counsel regarding compliance by Customer's use of the Encryption Services with the laws of such Foreign Jurisdiction, and (2) will comply in all respects with the laws of such Foreign Jurisdiction with respect to Customer's use of the Encryption Services.

MISCELLANEOUS TERMS AND CONDITIONS

Access to Services. Bank is under no obligation to permit Customer's use of any Service and the decision to permit Customer's use of any Service is within Bank's sole discretion.

Service Exhibits. All Service Exhibits relating to the Selected Services are incorporated into this Agreement for all purposes as if the same were set forth in their entirety within this Agreement.

Severability. If any section, provision or condition of the Documents is deemed invalid or unenforceable, the provision deemed unenforceable will, to the extent permitted by applicable law, be deemed reformed so as to be enforceable. If such reformation is not possible, the Documents will be read as if that provision was never a part of the Documents and the remainder of the Documents will be enforceable.

Compliance with Laws. Customer agrees to comply with, and to take any action as necessary for Bank to comply with, all federal and state laws and regulations regarding the provision of the Selected Services. Bank will not be liable to Customer for any failure to act if Bank reasonably believes that such action would violate any applicable law, rule or regulation.

No Waiver. The failure of Bank to exercise any of its rights or to enforce any of the provisions of the Documents on any occasion will not be a waiver of such right or provision, nor affect the right of Bank thereafter to enforce such right or provision.

Couriers. If Customer uses or requests Bank to use a courier to deliver or receive banking transactions, Customer agrees that at all times and in all respects such courier is the agent of Customer rather than Bank and Customer assumes all risk of loss (including loss or theft by third parties or employees of Customer or courier) prior to Bank's acceptance of such transactions from the courier and subsequent to the courier's acceptance of such transactions from Bank. Customer's use of a courier service to deliver or receive banking transactions requires the execution of a separate Courier Agreement.

Reporting Errors. Customer must promptly report in writing any error in connection with any Service and any discrepancy between Customer's records of its orders and requests (including wire and ACH payment orders) and the notices Customer receives from Bank regarding Bank's execution of Customer's orders and requests. Customer agrees that 60 days is a reasonable time for Customer to notify Bank of errors and discrepancies, including unauthorized and erroneous payment orders, unless any other applicable administrative documents, agreements, portions of this Agreement (including the Service Description relating to the ACH payment authorization Services) or laws provide for a shorter notification time, in which case such shorter time shall apply. Customer agrees to provide Bank with all information it reasonably requests in connection with any error or discrepancy. This section does not modify Bank's Rules and Regulations Governing Deposit Accounts notification requirements regarding checks paid without a properly authorized signature or errors or discrepancies other than those specifically related to a Service.

Cooperation. Bank and Customer agree to cooperate with each other in investigating and prosecuting any loss recovery.

Additional Information. Customer agrees to execute any additional documents and to provide any information (including information necessary to remake or reconstruct any deposit, transmission, file or entry) reasonably requested by Bank in connection

with or relating to the Services.

Extension of Credit. Certain provisions of the Documents may require Customer to have specified amounts of collected or available funds in its accounts at Bank or an affiliate Bank at certain times. Neither Bank nor the affiliate Bank is ever obligated to extend credit to Customer unless Bank has specifically agreed to do so in a separate writing and any conditions to that obligation have been satisfied. However, Bank has the option to extend credit to Customer from time to time by permitting overdrafts in its accounts, delaying collection of amounts due or otherwise. If Bank extends credit to Customer, the outstanding principal amount is immediately due and payable and will bear interest from the date the credit is extended until it is repaid at a per annum interest rate determined by Bank, but not exceeding the lesser of 18% per annum or the maximum non-usurious rate of interest permitted under applicable Texas or federal law (whichever permits the higher rate). If Bank does not elect to extend credit to Customer, Customer will provide immediately available funds sufficient to satisfy its obligations under the Documents.

Overdrafts. Bank may, at its sole discretion, allow an overdraft to occur in Customer's account in connection with Customer's use of the Services. Except as otherwise agreed by Bank, Customer must repay Bank immediately, without demand, the amount of such overdraft plus any overdraft charges. The fact that Bank has previously allowed an overdraft to occur in Customer's account does not obligate Bank to do so in the future. Additional terms and conditions contained in Customer's account agreements may apply.

Force Majeure. No party will be deemed to have breached the Documents if it fails to perform due to a cause beyond the reasonable direct control of that party and without the fault or negligence of that party. Examples of causes beyond the reasonable direct control of a party include, without limitation: any failure or interruption of any electronic communication system between Customer and Bank, equipment or software failure or malfunction, electrical, computer, or mechanical failure or malfunction, action or inaction of governmental, civil or military authority, fire, strike, lockout or other labor disputes, flood, hurricane, war, riot, theft, earthquake, natural disaster, default of common carriers or third party vendors, and suspension in payments by another financial institution.



Service Descriptions

ELECTRONIC TRANSFER SERVICES

Funds can be transferred to and from Customer's account by utilizing the Automated Clearing House ("ACH") or wire transfer services provided by Bank. The following terms as well as the applicable Service Exhibits and any other referenced agreements, laws and regulations apply to these services. References to the request to transfer funds whether via ACH, wire transfer or other method described under this heading will be described as "payment orders."

WIRE TRANSFERS

Authorized Representatives. "Authorized Representatives" is broadly defined to include both persons designated by Customer's Administrator responsible for electronically designating Authorized Representatives to initiate payment orders from Customers' accounts through Bank's online Treasury Management System and persons designated by Customer in a Manual Wire Transfer Service Exhibit to initiate payment orders from Customer's accounts. Customer's and/or Customer's Administrator's designations of Authorized Representatives shall control, govern and be binding on Customer and Bank.

Security Procedures. Customer has been advised of and agrees to comply with Bank's security procedures as described in the Treasury Security Guidelines Service Exhibit and the Manual Wire Transfer Service Exhibit. Customer will be solely responsible for and will bear any liability, loss or damage resulting from Customer's failure to comply with the Bank security procedures described in the preceding sentence.

Wire Transfer Authorization. Customer authorizes Bank to receive, execute, and charge Customer's 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 Representative. Customer agrees to provide written notice to Bank in order to change or revoke the designation of accounts or Authorized Representatives. Bank may, in its sole discretion, act upon any oral or written notice which it reasonably believes to be from Customer; provided 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 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 the Documents, Bank may upon instruction from a person who reasonably appears to be an Authorized 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 from specified 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 via telephonic, telegraphic, oral or written request, Customer will assign a password for each Authorized Representative for wire transfer purposes and submit the password(s) to Bank in the manner provided in the Manual Wire Transfer Service Exhibit. Customer's Authorized Representatives 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.

Customer acknowledges that Bank offers an enhanced security setting utilizing dual authentication with "Approval Required" functionality in Bank's Internet Banking system so all wire transfers require action by a minimum of two Authorized Representatives; one Authorized Representative to initiate the transaction and another Authorized Representative to approve and release said transaction. Customer expressly acknowledges that Bank intends to require dual authentication with "Approval Required" functionality for originating all wire transfers, subject to Customer's express election not to utilize such authentication and functionality. Customer expressly acknowledges and agrees to release Bank from, indemnify and defend Bank against, and hold Bank harmless from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorneys' fees) resulting from or arising out of any and all fraudulent activity and resulting monetary losses that may occur as a result of Customer's election not to use this enhanced security setting. This release and indemnification is in addition to any other release and indemnification obligations set forth in the Documents.

Customer's Authorized Representatives shall also be required to use security tokens and Customer shall be solely responsible for the safekeeping and security of such 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 release Bank from, indemnify and defend Bank against, and hold Bank harmless from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorneys' fees) resulting from or arising 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 losses, costs, damages, claims, liabilities and expenses (including reasonable attorneys' fees) 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 until Bank's Wire Transfer Department has received written notice from Customer specifying a change therein.
5. Bank will e-mail and/or fax daily wire advices or confirmations upon Customer's request.
6. Transfer requests will at no time exceed the available balance in Customer's account(s) at Bank, as determined by Bank. Customer shall be liable for any funds transferred upon proper instructions by Customer, whether or not such amount exceeds the available balance at Bank.
7. 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 Bank's procedures relating to transfers of funds. If the confidentiality of the procedures is compromised, Customer will notify Bank immediately and shall release Bank from, indemnify and defend Bank against, and hold Bank harmless from and against any losses, suits, claims, damages, liabilities and expenses (including reasonable attorneys' fees) attributable to any unauthorized disclosure described in this section.
8. Notwithstanding the other provisions of this Agreement, (a) Bank's liability with respect to any wire transfer that is subject to Chapter 4A of the Texas Business and Commerce Code and/or Regulation J of the Federal Reserve Board of Governors is limited to those damages required to be paid thereunder; and (b) Bank's liability with respect to any wire transfer otherwise will not exceed the amount of the wire, less monies mitigated by whatever means (including, but not limited to insurance proceeds and/or criminal restitution).



Automated Clearing House (ACH) Services

All domestic ACH debit and credit transactions will be transmitted through the National Automated Clearing House Association (NACHA), and Federal Reserve Banks. All transactions will be governed by the NACHA rules and any agreements to those rules, and by the ACH Origination Service Exhibit executed by Customer. Customer, as the ACH Originator, shall comply with the NACHA rules.

Customer 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 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.

For purposes of this Service Description, Customer is referred to as the “Originator” or the “ACH Originator” and the Bank is referred to as “Bank” or the “ODFI.”

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 interbank 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).

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 of 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.

Independent Online – Represents the on-line banking product provided by Bank.

NACHA Operating Rules (“Rules”) – Represents a collective body of private-sector operating rules that govern the exchange of ACH Credit and Debit 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 of receipt or prior to initiating another Entry to the Receiver’s account, whichever is later.

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.

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 – An entity that 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. An entity acting as a Third-Party Sender is also a Third-Party Service Provider. It is imperative that the Third-Party Sender is in written Agreement with each of its Originators.

Third-Party Service Provider – Represents an entity who may provide ACH file processing services on behalf of the Originator, the Third-Party Sender, the ODFI, or the RDFI (not including the Originator, ODFI or RDFI acting in such capacity for such Entries) related to the processing of Entries, including the creation of the Files or acting as a Sending Point or Receiving Point on behalf of a Participating DFI. An entity acting as Third-Party Sender also is a Third-Party Service Provider.

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 Service Description, 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 was initiated in an amount different than that authorized by the Receiver; (iii) a transaction 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 related Service Exhibits. 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 twenty-four (24) hours. 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.

Originator acknowledges that the Bank offers an enhanced security setting utilizing dual authentication with "Approval Required" functionality in Independent Online so all ACH Batch transactions require action by a minimum of two Authorized Representatives; one Authorized Representative to initiate the transaction and another Authorized Representative to approve and release said transaction. Customer expressly acknowledges that Bank intends to require dual authentication with "Approval Required" functionality for originating all ACH Batch transactions, subject to Customer's express election not to utilize such authentication and functionality. Customer expressly acknowledges and agrees to release Bank from, indemnify and defend Bank against, and hold Bank harmless from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorneys' fees) resulting from or arising out of any and all fraudulent activity and resulting monetary losses that may occur as a result of Customer's election not to use this enhanced security setting. This release and indemnification is in addition to any other release and indemnification obligations set forth in the Documents.

1. 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.

2. 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.

3. System Access

The Originator agrees and acknowledges that it is strictly responsible for employee system access to, and use of, Independent Online, 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 Independent Online 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 Independent Online 'approval required' feature, but that it does so at its own risk.

4. 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 followup 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 Independent Online. Failure to do so may result in the termination of ACH Origination Services as deemed appropriate by the Bank.

5. 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.

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 outlined in the ACH Origination Service Exhibit. 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 Independent Online 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.

ORIGINATOR REPRESENTATIONS, AGREEMENT, AND INDEMNITY

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

1. 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;

2. 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
3. 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, UCC- 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.
4. Unless mutually agreed upon in writing, the Originator or Third Party Sender 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.
5. 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.
6. 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.
7. THE ORIGINATOR WILL AND HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE BANK 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:
 - a. 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;
 - b. 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;
 - c. 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;
 - d. 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;
 - e. 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 17; AND
 - f. 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.
8. THE ORIGINATOR'S INDEMNIFICATION OBLIGATIONS HEREUNDER SHALL INCLUDE:
 - a. 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;
 - b. THE ORIGINATOR'S OBLIGATIONS TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE BANK HEREUNDER SHALL EXTEND TO, WITHOUT LIMITATION, THE ACTUAL OR ALLEGED OMISSIONS, NEGLIGENCE, GROSS NEGLIGENCE, AND INTENTIONAL ACTS OF THE BANK, INCLUDING THE SOLE OR CONCURRENT NEGLIGENCE OF ANY BANK INDEMNIFIED PARTY; AND
 - c. 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.

PROVISION OF RULES

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.

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:

1. Scope of such ACH data breach, including the type and amount of data affected;
2. Risk that the affected data will be misused; and
3. 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.



Online Banking Service

Bank offers an automated information reporting service which allows Customer convenient daily access to its Bank account information and other Online Banking services via the Internet.

Customer Accounts. Customer will designate the accounts to which Customer requests access in the Online Banking service Exhibit. If Customer requests access to accounts that it does not own, Customer will provide evidence satisfactory to Bank of Customer's authority to access those accounts and hereby represents and warrants that Customer is authorized to access those accounts and give instruction on behalf of the owner(s) of those accounts.

Bank's Obligation. Bank will transmit financial data within Bank's control that is necessary for Customer to use the Online Banking service Internet delivered program for the purposes for which it was designed, and will use reasonable efforts to act on appropriate instructions received from Customer in connection with the Online Banking service Internet delivered program. Bank makes no representations or warranties regarding the accuracy of any information Customer receives while using the Online Banking service Internet delivered program or otherwise accessing information about accounts, and Bank will not be liable if Customer receives inaccurate information, unless Bank has been grossly negligent or engaged in willful misconduct in making the information available.

Use of the Internet Delivered Products. Customer may use the Online Banking service and otherwise access related account information only (1) for so long as the Online Banking service is a Selected Service, (2) for its own business use, and (c) in accordance with the Documents and the Bank's Rules and Regulations Governing Deposit Accounts. All trademarks, trade names, service marks, copyrights, programs, software, specifications, systems, designs, applications, routines, sub-routines, techniques, enhancements, documentation, manuals, ideas and formulas used, developed or provided by Bank or otherwise in connection with the Online Banking service are proprietary property of Bank or a third party and will remain the sole property of such owner, and Customer shall have no ownership interest therein.

Termination. If Bank's license for any software necessary to operate the Online Banking service terminates, Customer's rights and Bank's obligations with respect to the Online Banking service will terminate without prior notice to Customer.



Positive Pay Agreement

Bank offers Positive Pay Service as a fraud prevention tool for paper-based check transactions. By utilizing the Positive Pay Service, Customer will provide Bank with information regarding all checks and other debit items issued by Customer against the accounts listed in the Check Positive Pay Service Exhibit. The information will consist of the check number, dollar amount and issue date, which will be compared to the items received for payment against Customer's account(s). Customer assumes all responsibility for the accuracy and completeness of information provided by Customer to Bank. Customer acknowledges that Bank's ability to provide Positive Pay Service is contingent upon Bank's determination that Customer's checks meet magnetic character ink recognition specifications. If Customer has requested payee verification, Customer acknowledges that Bank's ability to provide the payee verification service is contingent upon Bank's determination that Customer's checks meet the specifications provided in Bank's Check Stock and Font Guidelines. Customer agrees to provide such checks and other documentation as may be reasonably required by Bank to make such determination.

DEFINITIONS

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

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

Exception Item - a Presented Item that does not match an item included in an Issued Item File.

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

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

Issued Item File - a record describing the items written by Customer on an Authorized Account provided by Customer to Bank.

Pay Request - an instruction of Customer to Bank requesting Bank to pay an Exception Item.

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

Return Request - an instruction of Customer to Bank instructing Bank not to pay an Exception Item.

SERVICE DESCRIPTION

Issued Item File. Customer shall submit an Issued Item File to Bank for all items issued by Customer on each Authorized Account. Each 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 submitted by Customer to Bank. Customer shall provide Issued Item Files in the mutually agreed upon format and no later than 3:00 p.m. (Central Time) for next business day processing. If an Issued Item File cannot be received by Bank or Bank cannot process an Issued Item File due to a failure of either Bank's or Customer's systems, the file shall be deemed to not have been received by Bank regardless of whether Bank has possession of the file. Bank shall have no liability arising from or relating to any Customer error contained in any Issued Item File.

Payment of Presented Items and Reporting of Exception Items. Bank shall compare each Presented Item by item number and amount against each Issued Item File received by Bank for each Authorized Account. On each business day, Bank may pay and charge to each Authorized Account each Presented Item that matches by item number and amount an item listed on any Issued Item File for that Authorized Account. Bank shall make Exception Item information electronically available to Customer by 7:00 a.m. (Central Time) each business day. Customer agrees that Bank's compliance with the preceding sentence will allow Customer sufficient time to review and process such Exception Item information by 11:00 a.m. (Central Time) of the same business day.

Pay Request/Return Request. Customer shall review and electronically communicate Pay Requests and Return Requests for all Exception Items to Bank by 11:00 a.m. (Central Time). Bank may, at its sole discretion, extend the deadline for Customer's communication of a Pay Request or Return Request. Any such extension will be communicated by Bank to Customer by e-mail. Bank shall have no liability arising from or relating to any Customer error contained in any Pay Request or Return Request.

Default Payment. If Customer fails to communicate a Pay Request or Return Request regarding an Exception Item in the prescribed format or by the applicable deadline, Bank will pay or return the Exception Item as indicated in the Check Positive Pay Service Exhibit.

Not Covered. The Positive Pay Service is not available with respect to an item if Bank has cashed the item or is committed to honor or pay the item under applicable laws, regulations or rules governing items.



ACH Blocking & Filtering Service/ACH Positive Pay

Bank offers three (3) types of ACH payment authorization Services: (i) Block (debit and/or credit); (ii) Filter (debit and/or credit); and (iii) ACH Positive Pay. If Customer elects and Bank, in its discretion, agrees to provide the Block (debit and/or credit) Service, Customer agrees that Bank will stop all ACH debits and/or credits from posting to the account(s) designated by Customer on the ACH Block/Filter Service Exhibit. Any ACH debit and/or credit entry that attempts to post to such account(s) will be returned by Bank to the originator as unauthorized. The Block (debit and/or credit) Service will remain in effect until written notification from Customer is received by Bank requesting termination of the Service.

If Customer elects and Bank, in its discretion, agrees to provide the Filter (debit and/or credit) Service, Bank will only post specific preauthorized ACH transactions (debits, credits, or both) designated by Customer on the ACH Block/Filter Service Exhibit to the account(s) designated by Customer on the ACH Block/Filter Service Exhibit (ACH Authorizations). An ACH debit or credit will require an exact match between data field values specified by Customer and those contained in the ACH file requesting the ACH transaction to qualify as an ACH Authorization. Customer retains the right to return as unauthorized any ACH transaction that is not an ACH Authorization within twenty-four (24) hours after the transaction has posted against Customer's account.

If Customer elects and Bank agrees to provide the Filter (debit and/or credit) Service, Customer may also elect the ACH Positive Pay Service. If Bank agrees in its discretion to provide the ACH Positive Pay Service, any ACH transaction that does not qualify as an ACH Authorization will be presented electronically to Customer as an exception for a pay or return decision. In addition and at the same time a "pay" decision is made, Customer can specify the related ACH transaction as an ACH Authorization for purposes of the Filter (debit and/or credit) Service. All pay/return/ACH Authorization decisions must be made on all exceptions before Bank's established cut-off time for the same. In the event Customer does not make a decision regarding an exception item in the manner described above, Bank shall return such item as unauthorized, provided that Bank may in its sole discretion elect to pay such item.

Revision of the information on an ACH Block/Filter Service Exhibit will require the execution of a new ACH Block/Filter Service Exhibit by Customer. Customer hereby agrees to release Bank from, indemnify and defend Bank against, and hold Bank harmless from and against any and all losses arising from or related to Bank returning any ACH transaction as provided above.



Sweep Accounts

If Customer and Bank execute a Sweep Accounts Service Exhibit, Bank will facilitate an intra-bank account processing arrangement enabling Customer to concentrate cash balances in desired accounts. For purposes of the Sweep Accounts Service, the "Parent Account" is the controlling account and responds to the needs of each "Child Account." The balance in each Child Account is maintained at a certain balance level designated in the Sweep Accounts Service Exhibit by a daily transferring of funds to and from the Parent Account. Customer and Bank agree as follows:

1. **Transfers.** Daily, after all debits and credits have been processed, transfers between the Parent Account and the Child Accounts (in the priority indicated in the Sweep Accounts Service Exhibit executed by Customer and Bank) shall be made by Bank, to the extent of available funds, towards the objective of maximizing the balances maintained in the Parent Account while maintaining the indicated balance levels in the Child Accounts. Bank does not represent that the Parent Account balance will be at any particular dollar amount or that the Child Accounts will be maintained at the designated balance levels.
2. **Sufficient Funds.** Customer represents that it will maintain funds in the Parent Account sufficient to maintain a positive balance and in each of the Child Accounts sufficient to maintain the balance levels designated in the Sweep Accounts Service Exhibit executed by Customer and Bank.
3. **Insufficient Funds.** Customer agrees that if funds in either the Parent Account or any of the Child Accounts are insufficient to pay items as presented, Bank may dishonor items in any order and on any of the accounts as it in its own discretion determines, and Customer specifically waives any claims against Bank for the same.
4. **Line of Credit (LOC) Sweep** requires credit approval and the use of the Positive Pay Service.
5. **Garnishments.** In the event a writ of garnishment is served on Bank targeting funds in a Child Account, Bank shall have the right, in its sole discretion, to: (a) freeze and/or place a hold on the Parent Account in an amount equal to the amount sought by the garnish or until the writ of garnishment is satisfied; and/or (b) pay the full amount sought by the writ of garnishment using funds from the Parent Account.

The Sweep Account Service will be performed in accordance with the processing options contained within the Sweep Account Service Exhibit(s).



Image Services

If Customer elects to receive an Image Services CD ROM, Bank will use reasonable efforts to mail the CD ROM to Customer within five (5) Business Days of the end of the monthly statement cycle.



Remote Deposit Capture

The Remote Deposit Capture Service will be performed in accordance with the processing options outlined in the RDC Service Exhibit. The following terms and conditions apply to the performance and use of the Remote Deposit Capture Service.

DEFINITIONS

For purposes of the Remote Deposit Capture Service, the following terms have the following meanings:

Qualifying Item. A check as defined in 12 C.F.R. 229.2 (including share drafts and remotely created checks) payable to Customer and drawn on a financial institution located in the United States. For the avoidance of doubt, a third party check is not a Qualifying Item.

Remote Deposit. Customer's deposit of one or more Qualifying Items into a Customer account at Bank accomplished by scanning both sides of the paper originals and sending accurate images of the same to Bank, together with deposit instructions, by means of the Internet in lieu of providing the paper originals to Bank for deposit. For the avoidance of doubt, a Qualifying Item must be deposited into an account with a name equivalent to the payee name to qualify for Remote Deposit.

Transmission Requirements. (1) Customer will use scanner(s) and related hardware provided to Customer by Bank unless Customer and Bank explicitly agree to alternate arrangements. Customer computer systems that interact with any scanners or related hardware provided to Customer by Bank will meet the system requirements set forth in the Remote Deposit Capture Service Exhibit. (2) The images of Qualifying Items sent by Customer to Bank will be sufficiently inclusive and of sufficiently high quality to satisfy all applicable requirements specified in or by the following: the Check 21 Act, 12 USC 5001, et seq.; any other applicable laws or regulations; The American National Standards Institute; The Electronic Check Clearing House Organization; and all other relevant clearing houses or associations.

Remote Deposit Limits. Bank may establish daily limits on the total dollar amount of Qualifying Items that Customer may transmit to Bank. Upon Bank's request, Customer will participate in the process of establishing such limits. Bank reserves the right to review and/or change such limits at any time.

Receipt Deadline. The processing deadline for Bank's receipt of Remote Deposits is 6:00 PM Central Time on each Business Day. All Remote Deposits received by Bank on a day which is not a Business Day or received by Bank on a Business Day after the deadline specified in the preceding sentence will be treated as if received on the next Business Day.

Acceptance Required. Bank will credit Customer's account for a Qualifying Item included in a Remote Deposit only if Bank has received the Qualifying Item and the Qualifying Item has been accepted for deposit by Bank. Bank can reject a Qualifying Item included in a Remote Deposit at its sole discretion.

Provisional Credit Only. Any credit to Customer's account for a Qualifying Item included in a Remote Deposit (including Qualifying Items drawn "on us") will be provisional only until collection is final. Until final settlement of a Qualifying Item, Bank will act only as Customer's agent, regardless of the form of endorsement or lack of endorsement on a Qualifying Item and regardless of whether Bank has provisionally credited Customer's account for the Qualifying Item. Bank may reverse any provisional credit to Customer's account for a Qualifying Item included in a Remote Deposit that is lost, stolen, or returned. Customer expressly acknowledges and agrees to release Bank from, indemnify and defend Bank against, and hold Bank harmless from and against any and all losses arising from or related to Bank's reversal of a provisional credit to Customer's account.

Acceptance or Rejection Notifications. Notices of acceptance for deposit or rejection with respect to Qualifying Items included in Remote Deposits will be available by 6:00 PM Central Time via the Internet on the Business Day on which the Remote Deposit is received. Such notices will be effective when they become available, whether or not they are received or retrieved by Customer, and will reasonably identify each of the Qualifying Items accepted and each of the Qualifying Items rejected.

Presentment/Collection. Presentment and collection of Qualifying Items included in Remote Deposits will be by any means and through any clearing agents Bank deems appropriate. Customer hereby consents to any clearing house rules applicable to such presentment and collection.

Failures or Alterations in Transmission. Bank will incur no liability for or obligation with respect to any failures or alterations in the transmission of Remote Deposits from Customer to Bank.

Retention/Destruction of Original Items. Customer will retain the paper original of each Qualifying Item included in a Remote Deposit no longer than 30 days after the end of the applicable statement cycle. Customer will destroy such paper original immediately after the expiration of such period. Customer acknowledges that the preferred method of destruction of paper originals is to utilize a cross-cut shredder or a professional shredding company. All paper originals of Qualifying Items will be maintained by Customer in a secure manner consistent with prevailing commercial standards until such originals are destroyed.

Return Items. Bank will provide Customer with Image Replacement Documents for any Qualifying Items that are returned rather than the paper originals. If a Qualifying Item converted to an ACH transaction is returned, the Qualifying Item will be re-presented according to Customer's instructions in the RDC Service Exhibit.

Funds Availability. Funds from Qualifying Items included in Remote Deposits will be available to Customer at such times after the Qualifying Items' acceptance for deposit pursuant to the Documents as such funds would be available after the Qualifying Items' acceptance for deposit had they been deposited as paper originals in person at a Bank location (under Bank's policies as reflected in Bank's then current funds availability disclosure and 12 CRF 229.10 et seq.). If applicable, Qualifying Items eligible for clearing through the ACH network will be originated by Bank and credited to Customer's account on the next business day.

Contingency Plan. Customer agrees that, if Customer is unable to transmit Remote Deposits for any reason, including but not limited to any equipment failure, communication connection interruptions or outages, Customer will physically transport to Bank any original checks that Customer wishes to deposit. The deposit of original checks with Bank will be governed by the terms and conditions of the agreement applicable to the account into which the original checks are deposited.

Information. Customer and Bank will provide each other with all information (including e-mail addresses) needed for performance of the Remote Deposit Capture Service and will promptly update such information as necessary.

Security. System access by or on behalf of Customer will require the use of passwords. Customer agrees to, and will cause all individuals acting on its behalf to, comply with Bank's instructions and requirements regarding the form, use and updating of passwords.

Bank Audit Rights. Bank reserves the right to audit, inspect, and review Customer's books, records and systems with respect to Customer's use of the Remote Deposit Capture Service. Customer will provide any and all documentation requested by Bank in connection with such an audit, inspection or review within the timeframe specified by Bank. If Bank determines as a result of an audit, inspection or review that Customer's internal controls and processes relating to the Remote Deposit Capture Service require changes, Customer will implement such changes upon Bank's request. Bank may terminate the Remote Deposit Capture Service, without liability to Customer, based upon Customer's failure to provide any requested documentation, to comply with Bank's audit requests, or to implement requested changes to its internal controls and processes relating to the Remote Deposit Capture Service.

Conflicts with Account Agreement. The Documents will control with respect to the Remote Deposit Capture Service in the event of a conflict between the Documents and the terms of any account agreement to which Customer is a party.

Inactivity. Bank may terminate its performance of the Remote Deposit Capture Service for Customer's lack of use of the Service.

Warranties. Customer makes the following representations and warranties with respect to each use of the Remote Deposit Capture Service:

- Customer is entitled to deposit each of the Qualifying Items included in the Remote Deposit.
- The Remote Deposit solely consists of Qualifying Items.
- Each of the Qualifying Items included in the Remote Deposit has been duly authorized in the amount stated on the Qualifying Item for payment to the payee stated on the Qualifying Item.
- No duplicate of a Qualifying Item is included in the Remote Deposit or was included in any other Remote Deposit.
- Customer will not deposit or redeposit the paper original of any Qualifying Item included in the Remote Deposit or make any other deposit or redeposit of a Qualifying Item included in the Remote Deposit without Bank's prior consent.
- Bank will not suffer any loss as a result of Customer's Remote Deposit.
- Bank will not suffer any loss as a result of Customer's retention or destruction of the paper originals of Qualifying Items included in the Remote Deposit.
- All information Customer provides to Bank in connection with Customer's Remote Deposit is accurate.
- The Remote Deposit and any related electronic materials are virus-free.
- Customer's Remote Deposit does not violate any laws.



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 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 to 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. 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 OF 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 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 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.



Armored Car and Vault 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 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 pickup 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, and (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 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.

CASH VAULT

Guaranty Bank partners with Loomis to provide Cash Vault services for both cash deposit processing and cash replenishing services for your receivables. Our Cash Vault services include incoming deposit processing, as well as coin and currency replenishment for customers with cash-intensive businesses.

With optimum cash acceleration in an efficient and secure environment, these services help reduce your exposure to loss or theft. We quickly convert your deposits to collected funds allowing for immediate availability of funds for cash deposits on a same-day or next-day basis.



Treasury Management Schedule of Fees

Your current Treasury Management Schedule of Fees will not change.



RAISING STANDARDS TOGETHER

Member FDIC  Equal Housing Lender