

TERMS AND CONDITIONS

You (“Customer”, “you” or “your”), request that PlainsCapital Bank, a Texas state banking association (together with its successors and assigns, (“Bank”, “we”, “us”, or “our”) provide treasury management services (each a “Service”) in connection with your PlainsCapital Bank Commercial Deposit Account(s) or Consumer Deposit Account(s), where applicable (individually and collectively, the “Account(s)”). You acknowledge receipt of our PlainsCapital Bank Commercial Deposit Account Agreement and Services Disclosure and/or our PlainsCapital Bank Consumer Deposit Account Agreement and Services Disclosure where applicable (the PlainsCapital Bank Commercial Deposit Account Agreement and the PlainsCapital Bank Consumer Deposit Account Agreement are referred to herein collectively as the “Deposit Agreement”). For each Service, this Agreement, the Service Description, together with any user documentation and Service Application for that Service (collectively, the “Service Documentation”) provided or made available to you separately, together with our Deposit Agreement, as each may be modified or amended from time to time, contain the terms and conditions governing our provision of that Service to you, and any of your subsidiaries or affiliates on whose behalf you are acting. By execution of your application for Services, you and such subsidiaries and affiliates agree to be bound by such terms and conditions. The terms “Customer”, “you” or “your” as used in the Service Documentation mean you and any such subsidiary or affiliate. Additional copies of this Agreement are made available to you, and you may obtain additional copies of this Agreement (the most current version) at plainscapital.com/treasuryterms.

A. Applicable Terms of All Treasury Management Services

1. Representations and Warranties; Beneficial Owners

Customer represents and warrants to Bank, as of the date this Agreement is entered into and at the time any Service is used or performed, that: (a) it is validly existing and in good standing under the laws of the jurisdiction of its organization; (b) it has all requisite power and authority to execute and deliver, and to perform its obligations under, this Agreement and each Service used or performed by it; (c) this Agreement has been duly authorized and executed by it and constitutes its legal, valid and binding obligation; and (d) any consent or authorization of any governmental authority or third party required to be obtained by it in connection with this Agreement or any Service used or performed by it has been obtained.

Customer understands and agrees that for certain types of legal entities, on and at any point after the commencement of our Service relationship with Customer, Bank may require Customer to identify, verify and certify each individual who, directly or indirectly, holds an ownership interest of twenty five percent (25%) or more in the entity, and an individual who has significant responsibility to control, manage, or direct the entity (“Beneficial Owners” as defined in the Code of Federal Regulations). If Customer is obligated to identify and/or certify Beneficial Owners at the time of Customer’s Service Application, Customer shall be responsible for notifying Bank of any subsequent change in identified and/or certified Beneficial Owners as soon as practicable in a form and manner acceptable to us.

2. Change in Terms / Amendments to Service Documentation

Bank reserves the right to change these Terms and Conditions as well as the terms, conditions, fees and charges contained in the Service Documentation for any Service after sending you thirty (30) days’ prior notice of such change in writing or electronically or by printing a message on, or enclosing a message with, your bank account statement or account analysis statement; provided, no amendment will apply to a dispute between Customer and Bank of which Bank received actual notice prior to the date when Bank sends the aforementioned prior notice of such change. If you do not wish to be bound by any such change, you may discontinue using the affected Service before the change becomes effective. If you continue to use a Service after the change becomes effective, you will be bound by the change. Any written notice relating to a Service will be sent to you at your primary address as shown in our current system records. You agree to waive any claim or defenses that you failed to receive any such notice relating to a Service and are presumed to have received such notice.

3. Authorized Signers and Users

Customer shall appoint certain authorized signer(s) on the PlainsCapital Bank Commercial Signature Card or in such other format or medium as described in this Agreement or as may be agreed by Bank (each person so appointed, being an “Authorized Signer” and collectively “Authorized Signers”). Customer agrees that Authorized Signers shall be authorized to act on behalf of Customer in all actions taken under the Service Documentation and may enter into all transactions contemplated therein and herein, including, without limitation, selecting Services for the benefit of Customer, appointing agents to act on behalf of Customer in the delivery of Services and signing additional documentation that may be necessary to implement Services. The Authorized Signer(s) may appoint agents to use the Services provided for the benefit of Customer (“Authorized Users”), who may be Authorized Signers. Authorized Users may act on behalf of Customer for a particular Service in accordance with the relevant Service Documentation or other document(s) establishing the Authorized Users’ responsibilities. Customer may revoke the authority of or change the Authorized Signers or Authorized Users at any time upon prior written notice and execution of additional documentation as may be required by Bank. Such change or revocation shall not be binding upon Bank until it has received the required written notice and has had a reasonable opportunity to act thereon. In any event, Bank may act on instructions that it believes in good faith were provided by an Authorized Signer or Authorized User, or anyone purporting to be an Authorized Signer or Authorized User.

4. Inspection of Documents, Forms, and Instruments

Bank reserves the right to approve the form of Customer’s checks, drafts, deposit slips and similar documentation. Approval of such documentation does not constitute Bank’s agreement to be bound by any terms set forth on such documentation (such as required minimum number of signatures or the validity of an item after a period of time). All such terms must be expressly agreed to in writing by Bank. Prior to initiating a new account or Service, or at any other necessary time, Customer agrees to provide all information and conduct any test that Bank may reasonably request, including, without limitation, Service Documentation, signature cards, test tapes, transmissions, corporate resolutions and other documents. Bank may also request samples of Customer’s checks, drafts, deposit slips and similar items to ensure, in Bank’s sole discretion, whether such items meet Bank’s quality control and processing standards. In the event that Bank determines that any item or test does not meet its specifications, Bank will so advise Customer. Customer acknowledges that Services will not commence or continue until such time as an approved item or test is provided to Bank and determined by Bank to be satisfactory. Customer shall be responsible for initial product installation, whether or not Bank provides telephone or on-site installation support.

5. Business Days

Unless otherwise expressly provided in the Service Documentation, a “Business Day” shall mean every Monday through Friday on which Bank is open for banking business. Saturdays, Sundays, and all Federal holidays are excluded.

6. Security Procedures

Bank and Customer will agree in writing to one or more commercially reasonable security procedures that, where required in writing for a Service, must be used by Bank and Customer in connection with the Service(s). As used in this Agreement, a “security procedure” means any procedure established by a written agreement between Customer and Bank for the purpose of (a) verifying a payment order, transaction or service change order, purporting to have been received from Customer, or communication purporting to amend or cancel an existing payment order, transaction or service change order of the Customer, or (b) detecting error in the transmission or content of such payment order, transaction, service change order or communication. Bank’s security procedures may include, without limitation, authentication procedures described in Bank’s documentation related to the particular Service(s) or the Deposit Agreement applicable to Customer’s account, including, without limitation, algorithms or other codes, identifying words or numbers, encryption, callback procedures, or similar security devices. **Customer agrees to be bound by any payment order, transaction or service change order that is acted upon by Bank in accordance with such security procedure, or in accordance with any security procedure chosen by Customer after Bank offered and Customer**

refused a commercially reasonable security procedure, including, without limitation, any authentication procedure. Customer understands and agrees that any security procedure chosen by Customer after Bank offered and Customer refused a commercially reasonable security procedure will be deemed to be commercially reasonable, and that Customer will be bound by any payment order, transaction or service change order, whether or not authorized, that is issued in Customer's name and accepted by Bank in compliance with any security procedure chosen by Customer. Bank reserves the right to issue new security procedures and/or to cancel or change any security procedures from time to time.

7. Access

Customer shall be solely responsible for the access of Authorized Users to Services. Access to Services will be controlled through the use of Customer IDs, user or login IDs, passwords, private keys or other security devices ("Security Credentials") including, without limitation, as described in the Deposit Agreement applicable to Customer's account. Customer understands and acknowledges that Customer is solely responsible for maintaining its own internal security and control over its access to Services including, without limitation, Customer IDs, user or login IDs, passwords, private keys and other security devices utilized by Customer. Customer agrees to use the utmost care in giving any Authorized User access to use one or more of the Services. Customer shall not disclose any information regarding the Services that an unauthorized user would find helpful to obtain access to all or part of any Service.

8. Duty to Notify of Internal Security Compromise

Customer acknowledges and agrees that, if Customer has reason to believe that its internal security and/or control over information for access to Services including, without limitation, Customer IDs, user or login IDs, passwords, private keys and other security devices utilized by Customer, has been compromised, has become known to an unauthorized person (whether or not employed by Customer), or has been used without Customer's authorization, Customer shall notify Bank AT ONCE by telephone at Bank's Customer Service number, and shall confirm such notification in writing within one (1) business day.

9. Indemnification and Liability; Third Party Claims

a. Indemnification; Third Party Claims. To the fullest extent permissible under applicable law, except for those losses caused directly by Bank's gross negligence or willful misconduct, Customer agrees to indemnify, defend and hold Bank, its officers, directors, shareholders, agents, employees, subsidiaries and affiliates, and their respective officers, directors, agents and employees, harmless from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorneys' fees) arising from or related in any way to (a) any Services performed in connection with this Agreement, (b) Bank's action or inaction in accordance with or reliance upon any instructions or information received from any person reasonably believed by Bank to be an authorized representative of Customer, (c) Customer's breach of any of Customer's covenants, agreements, responsibilities, representations or warranties under this Agreement, and/or (d) Customer's breach of applicable NACHA Operating Rules and Guidelines ("NACHA Rules") or the Security Procedures. In addition to other indemnification and liability provisions elsewhere in this Agreement or the Deposit Agreement applicable to Customer's account, Customer will be liable for, and will hold harmless and indemnify Bank, its officers, directors, shareholders, agents, employees, subsidiaries and affiliates, and their respective officers, directors, agents and employees from and against all claims of any sort by third parties or others arising out of this Agreement, including all losses and expenses incurred by Bank arising out of Customer's failure to report required changes, transmission of incorrect data to Bank, unauthorized disclosure of the Security Credentials, or failure to maintain compliance with the Security Procedures and the NACHA Rules.

b. Limitation of Liability; Statute of Limitations. TO THE FULLEST EXTENT PERMITTED BY LAW, WHETHER IN CONNECTION WITH YOUR ACCOUNT(S) OR A SERVICE, IN NO EVENT OR CIRCUMSTANCE WILL EITHER PARTY TO THIS AGREEMENT OR ITS RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, OR AGENTS BE RESPONSIBLE OR LIABLE TO THE OTHER PARTY

FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES FOR ANY ACTION THAT EITHER PARTY TAKES OR FAILS TO TAKE, WHETHER ANY SUCH CLAIM IS BASED ON CONTRACT OR TORT OR OTHER DUTY IMPOSED AT LAW, OR WHETHER THE LIKELIHOOD OF SUCH DAMAGES WAS KNOWN TO EITHER PARTY. The foregoing limitation of liability will not apply where expressly prohibited by the laws governing your account, and is not intended to and will not avoid or limit your liability or responsibility for payment of attorney's fees, costs and court costs or other costs or expenses for which you are liable or responsible under other provisions of this Agreement. Additionally, to the extent permitted by law and unless a different time period is stated in this Agreement, any action, claim, suit or proceeding for damages against Bank, resulting in any respect from Bank's acts or omissions in its performance under or non-performance with this Agreement, must be brought within two (2) years of the date of Bank's alleged act or omission.

10. Confidentiality

Customer and Bank represent, warrant and mutually agree that all security procedures or any security codes, keys, personal identification numbers, digital certificates/signatures or template numbers ("Codes"), will be maintained in strictest confidence and shall not be used or divulged to any other party except as may be necessary or advisable for the due performance of any of the Services, or as required by applicable law or ordered by a court or arbitrator(s) of competent jurisdiction, other than as follows: (i) to Customer's or Bank's accountants or persons with a need to know for purposes of preparing financial statements and/or tax returns; (ii) in response to the requirements of any regulated lending institution, (iii) to the Internal Revenue Service or other taxing authority, or (iv) to any governmental or bank regulator or regulatory agency. Bank shall maintain physical, electronic, and procedural safeguards to keep Customer's confidential information secure. Customer is solely responsible for the procedures to assure the internal confidentiality of its own security procedures, security devices and Codes and assumes all risk of accidental disclosure or inadvertent use of any security device by any party whatsoever, whether such disclosure or use is on account of Customer's negligent or deliberate acts or otherwise. If Customer or its agents have reason to believe that any security procedures or Codes have or may become known by unauthorized persons (whether or not employed by Customer), Customer shall notify Bank AT ONCE by telephone and confirm such verbal notification in writing to Bank within twenty-four (24) hours. Bank will replace the security procedures and Codes in accordance with Bank's security procedures. Bank reserves the right to change any or all of the security procedures or codes by giving verbal or written notice to the Customer. Customer's obligation to maintain the confidentiality of all security procedures shall survive the termination of any Service or this Agreement.

11. Instructions; Electronic Records and Signatures

Customer consents and agrees to the use of electronic signatures and records with respect to the use of any Service. Except as otherwise expressly provided in this Agreement, Customer agrees that Bank may act and/or rely on any oral or written instruction or communication that Bank believes in good faith to be genuine and to have been initiated by or come from an Authorized Signer, an Authorized User or a Collection Authorized User of the Customer including, without limitation, instruction or communication by telephone, facsimile transmission, e-mail or other electronic method. Any such instruction or communication will be deemed to have been authorized by Customer without independent verification by Bank. Customer agrees that Bank's records of any such communication or instruction shall be conclusive evidence of the actual communication or instruction by Customer to Bank.

12. Unsecured Electronic Transmissions and Instructions

Customer acknowledges that the use of facsimile transmission, voice mail, unencrypted e-mail, pager or other unsecured electronic or telephonic methods ("Electronic Transmissions") are inherently unsecure communication methods including, without limitation, due to the possibility of error, delay, and observation, corruption, modification, hacking or receipt by unauthorized personnel. Bank may rely in good faith on Customer's instructions regarding how and to what number or e-mail address Electronic Transmissions should be sent and may rely on any Electronic Transmission that it believes in good faith to have been initiated by an Authorized Signer or Authorized User of

Customer. CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER'S SENDING OF INSTRUCTIONS AND REQUESTS TO BANK VIA UNSECURED ELECTRONIC TRANSMISSIONS IS IN VIOLATION OF BANK AND NATIONAL AUTOMATED CLEARINGHOUSE ASSOCIATION POLICY AND PROCEDURES. CUSTOMER UNDERSTANDS AND AGREES THAT BANK SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE INCURRED BY CUSTOMER IN RELATION TO AN UNAUTHORIZED PERSON GAINING ACCESS TO ANY SUCH UNSECURED ELECTRONIC TRANSMISSIONS. CUSTOMER ALSO ASSUMES ALL RISKS, AND BANK SHALL NOT BE LIABLE FOR ANY LOSS THAT RESULTS FROM THE NON-RECEIPT, DISCLOSURE, ALTERATION, CORRUPTION OR MODIFICATION OF ANY SUCH UNSECURED ELECTRONIC TRANSMISSION. IF CUSTOMER ELECTS TO SEND UNSECURED ELECTRONIC TRANSMISSIONS, CUSTOMER AGREES TO INDEMNIFY AND HOLD BANK HARMLESS FROM ANY LOSS, COSTS OR EXPENSES, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES, ARISING FROM OR RELATING TO BANK'S ACTION IN RESPONDING TO ANY E-MAIL OR OTHER UNSECURED ELECTRONIC TRANSMISSION THAT BANK BELIEVES IN GOOD FAITH TO HAVE BEEN INITIATED BY AN AUTHORIZED SIGNER OR AUTHORIZED USER OF CUSTOMER.

13. Telephone Recording

Customer acknowledges, agrees and consents on behalf of itself, and its Authorized Signers or Authorized Users, that Bank may monitor and record telephone conversations for the purpose of quality assurance, training, and wire transfer confirmation, at any time without further notice to the parties to such conversations. The decision to record any conversation shall be solely in Bank's discretion, and Bank shall have no liability for failing to do so.

14. Computer Equipment and Software

Many Services require the use of computer hardware, software and web browser or other equipment. Customer is solely responsible for maintaining its computer, device and equipment in good working order, with the necessary compatibility, format and Internet Service Provider ("ISP") account or services to interface with Bank's systems, including, without limitation, the ability to support Bank's security procedures. Customer agrees to install and run upgrades and other system enhancements within a reasonable time of being requested to do so by Bank, and to install, run and regularly update a virus protection program and operating system patches on Customer's computer, device or other equipment. License Agreements for necessary software shall either be embedded in the software or separately documented. Customer agrees to comply with all applicable software license agreements (following Customer's review of the same) whether or not such agreements have been executed by Customer. Customer has no rights or ownership in any software provided by or through Bank (other than software developed solely for the Customer) and shall not transfer, copy, alter, modify, reverse engineer, reproduce, or convey in any manner, in whole or in part, any such software. Customer shall return all software and user manuals associated with any software upon request. Customer may also incur additional related expenses for additional items, including, but not limited to, telephone service or Internet service charges related to the use of the Services. Customer is also responsible for the costs of any communication lines and any data processing charges payable to third parties. Customer agrees that it is solely responsible for the operation and maintenance of all equipment used in connection with Services and will ensure that the vendor recommended maintenance is conducted by trained personnel, whether they are employees of the Customer or third party employees. Customers shall only use hardware approved by Bank, or purchase or lease the hardware, including but not limited to image scanners and personal computers. Bank makes no representations or warranties concerning, and has no responsibility or liability for, such equipment, software or services even if specified by Bank, or for any computer virus, malware, computer or other device inoperability or failure, or similar problems experienced through Customer's use of the Internet or System.

15. Transactions on Non-Business Days/Deadlines

Transactions, deposits, payment orders, entries or other requests by Customer received by Bank on a non-Business Day may be treated by Bank as received on the next Business Day. Requests received after established cutoff times on

the Business Day of receipt as specified in applicable Services ("Deadline(s)") may also be treated as received on the next Business Day. Bank may make adverse changes to any Deadline only after it provides written notice to Customer as provided herein.

16. Customer-initiated Transactions and Instructions

Bank will honor Customer's transactions and instructions (including adjustments, amendments and cancellations) only when Customer has complied with this Agreement and related Service Documentation. Bank will be under no obligation to honor, either in whole or in part, any transaction or instruction that: (a) exceeds Customer's collected or available funds on deposit with Bank; (b) Bank has reason to believe may not be authorized by Customer; (c) involves funds subject to a hold, dispute or legal process preventing their withdrawal; (d) violates any provision of any applicable regulation of the Federal Reserve Bank, NACHA Rules, or any other federal, state or local regulatory authority; or (e) Bank has reasonable cause not to honor, for the protection of either Bank or Customer.

17. Inconsistent Name and Account Number

Customer understands and agrees that Customer must ensure the accuracy of Customer's instructions to Bank. If Customer, an Authorized Signer or Authorized User initiates a fund transfer instruction or payment order ("Payment Order") to Bank or originates an Entry as that term is defined in this Agreement and the NACHA Rules, that describes the person to receive the proceeds of such Entry or such Payment Order (the "Beneficiary"), the Beneficiary's bank, or an intermediary bank inconsistently by name and an account or other identifying number, Bank and subsequent parties to the Entry or Payment Order may rely on and act solely on the basis of such number, even though the name and number do not agree and even though Bank and subsequent parties know or have reason to know of the inconsistency. Customer is responsible for any loss associated with such inconsistency, and Customer's obligation to pay the amount of the Payment Order or Entry to Bank is not excused in such circumstances.

18. Intercompany Services/Authority to Transfer or Commingling Funds

Customer hereby represents and warrants to Bank that any and all transfers and commingling of funds required or permitted by any Service or requested by the Customer, and all other aspects of the performance hereby by Bank and Customer, have been duly authorized by all necessary parties, including, without limitation, the account holder of each account, and that Customer has obtained and shall maintain in its regular business records and make available to Bank upon reasonable demand, adequate documentary evidence of such authorization from the account holder of each account, executed by the duly authorized officers, representatives, or agents of each such account holder in accordance with that account holder's organizational documents and/or resolutions. Customer further represents and warrants that each transfer or commingling of funds authorized hereunder is presumed not to be in violation of any agreement, organizational document or resolution of Customer or any of its affiliates or subsidiaries, nor is it in violation of any applicable federal, state, local law, regulation, of any decree, judgment, order of any judicial or administrative authority. Each representation and warranty contained herein shall be continuing and shall be deemed to be repeated upon Bank's affecting each transfer and commingling of funds authorized hereunder.

19. Customer Records

This Agreement and the performance of Services by Bank shall not relieve Customer of any obligation imposed by law. Customer shall retain and provide to Bank, upon request, all information necessary to remake or reconstruct any deposit, transmission, file or entry for thirty (30) days following receipt by Bank of the deposit, file, entry, transmission or other order affecting an account unless otherwise required by Service.

20. Account Communications and Review Period

Customer agrees to regularly and promptly review and verify all statements, reports, check payment records, wire transfer instructions, confirmations, adjustments, charges, and other transactions ("Account Communications"). Customer may elect to receive Account Communications electronically, including without limitation, delivery by posting to a password protected website. Customer acknowledges that, when so elected, Account Communications provided by Bank through electronic delivery shall be deemed to constitute effective delivery when posted by Bank, and Customer's

receipt of such Account Communications shall be presumed, regardless of whether Customer actually or timely accesses the Account Information.

21. Termination

Customer or Bank may terminate Service(s) at any time, with or without cause, provided that Customer shall deliver to the Bank written notice to terminate Service(s) at least thirty (30) Business Days prior to the termination date. Bank reserves the right to terminate Service(s) immediately upon providing written notice of such termination to Customer. Any termination of Service(s) shall not affect any of Bank's rights and Customer's obligations with respect to the Service(s) including Entries initiated by Customer prior to such termination, or the payment obligations of Customer with respect to services performed by Bank prior to termination, or any other obligations that survive termination of this Agreement.

22. Dispute Resolution

a. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding its conflicts of laws rules.

b. Adverse Claims. If Bank receives an adverse claim, or conflicting claim, against any Account, and Bank reasonably believes that it will not be protected if the claim is ignored, Customer agrees that Bank may "freeze" or place a hold on the affected Account. Any such hold will remain in place only so long as Bank considers it necessary, in Bank's sole discretion, to resolve the claim or employ legal remedies to allow a court to decide such claim. Bank shall have no liability for dishonored transactions due to any hold placed on an Account in accordance with this Section, and Customer agrees to reimburse Bank all costs, including attorneys' fees, incurred due to such adverse claim.

c. Arbitration and Waiver of Jury Trial. Customer and Bank agree that the transactions processed under this Agreement involve "commerce" under the Federal Arbitration Act ("FAA").

PLEASE REVIEW THIS PROVISION CAREFULLY. IF CUSTOMER HAS A DISPUTE WITH BANK, BANK PREFERS AND HOPES THAT THE DISPUTE MAY BE RESOLVED BY AGREEMENT AND IN A TIMELY MANNER. BANK BELIEVES THAT ARBITRATION MAY BE A BENEFICIAL MEANS TO RESOLVE DISPUTES WHEN AGREEMENT MAY NOT BE QUICKLY OBTAINABLE, AS A MEANS TO OBTAIN A LEGALLY BINDING DECISION IN A COST EFFECTIVE MANNER OUTSIDE THE JUDICIAL PROCESS OF COURT PROCEEDINGS. ACCORDINGLY, EXCEPT AS OTHERWISE SPECIFIED IN THIS AGREEMENT OR THE DEPOSIT AGREEMENT APPLICABLE TO CUSTOMER'S ACCOUNT, EITHER CUSTOMER OR BANK MAY, WITHOUT THE OTHER'S CONSENT, ELECT TO SEEK BINDING ARBITRATION OF ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING IN ANY WAY TO CUSTOMER'S ACCOUNT (INCLUDING WITHOUT LIMITATION ANY APPLICATION FOR OR APPROVAL OF CUSTOMER'S ACCOUNT), ANY SERVICE PROVIDED UNDER THIS AGREEMENT, THIS AGREEMENT OR ANY SERVICE AGREEMENT (THE "CLAIM" OR "CLAIMS"), BY WRITTEN REQUEST TO THE OTHER, PROVIDED THAT THE PARTY SEEKING ARBITRATION HAS NOT SUBSTANTIALLY INVOKED THE JUDICIAL PROCESS WITH RESPECT TO ANY SUCH CLAIM TO THE DETRIMENT OR PREJUDICE OF THE OTHER PARTY. IF SO ELECTED, ARBITRATION REPLACES THE RIGHT TO GO TO COURT. ALL SUCH CLAIMS ARE SUBJECT TO ARBITRATION, UNDER THE FAA, REGARDLESS OF THE THEORY THEY ARE BASED ON OR THE REMEDY SOUGHT, WITH THE EXCEPTION OF INTERPLEADER AND BANK'S RIGHTS SET FORTH IN THE "DISPUTED AUTHORITY; CONFLICTING CLAIMS" AND "FREEZING YOUR ACCOUNT" SECTIONS OF THE DEPOSIT AGREEMENT APPLICABLE TO CUSTOMER'S ACCOUNT, AND ANY CLAIM THAT IS WITHIN THE JURISDICTIONAL LIMITS OF AND IS FILED IN A SMALL CLAIMS COURT, AND PROCEEDS ON AN INDIVIDUAL BASIS. CUSTOMER UNDERSTANDS AND AGREES THAT IF EITHER PARTY TO THIS AGREEMENT REFUSES TO COMPLY WITH A TIMELY AND LAWFUL REQUEST PURSUANT TO THIS

AGREEMENT TO SUBMIT TO ARBITRATION, THE OTHER PARTY SHALL BE RESPONSIBLE FOR ALL COSTS AND EXPENSES, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND COSTS, INCURRED BY THE PARTY REQUESTING ARBITRATION IN SUCCESSFULLY COMPELLING ARBITRATION. EXCEPT AS OTHERWISE MODIFIED HEREIN OR IN THE DEPOSIT AGREEMENT APPLICABLE TO CUSTOMER'S ACCOUNT, THE ARBITRATION WILL BE CONDUCTED AND ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (THE "AAA") UNDER ITS COMMERCIAL ARBITRATION RULES AND THE FAA (TITLE 9 OF THE UNITED STATES CODE). THIS AGREEMENT WILL CONTROL AND GOVERN ANY CONFLICTS BETWEEN THE AAA COMMERCIAL ARBITRATION RULES AND THIS AGREEMENT. JUDGMENT ON ANY AWARD RENDERED BY THE ARBITRATORS MAY BE ENTERED IN ANY COURT HAVING JURISDICTION.

TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY RULE TO THE CONTRARY, THE ARBITRATION WILL BE CONDUCTED AND WILL PROCEED ONLY AS AN INDIVIDUAL ACTION; THE ARBITRATORS SHALL HAVE NO POWER OR AUTHORITY TO ARBITRATE ANY CLAIM ON A CLASS-WIDE OR REPRESENTATIVE BASIS, OR TO CONSOLIDATE CLAIMS OR OTHER ACTIONS OR CAUSES ASSERTED BY DIFFERENT CLAIMANTS OR COUNTER-CLAIMANTS, WHETHER PRIVATE OR PUBLIC, OR TO AWARD ANY RELIEF ON A CLASS-WIDE OR REPRESENTATIVE BASIS. THIS ARBITRATION PROVISION EXPRESSLY APPLIES TO AND COVERS ANY CLAIM OR OTHER CAUSE OR ACTION BROUGHT OR MADE AND ANY REMEDIES SOUGHT AS PART OF ANY CLASS ACTION PROCEEDING OR REPRESENTATIVE ACTION (WHETHER BY PRIVATE ATTORNEY GENERAL OR OTHERWISE). THEREFORE, ANY CLAIM BETWEEN CUSTOMER AND BANK THAT IS RAISED OR OTHERWISE INCLUDED IN ANY CLASS ACTION LAWSUIT OR REPRESENTATIVE ACTION IS AND WILL BE SUBJECT TO AN INDIVIDUAL ARBITRATION CLAIM PURSUANT TO THIS ARBITRATION PROVISION SHOULD EITHER CUSTOMER OR BANK SO ELECT.

THE ARBITRATION AND ARBITRATION HEARINGS WILL BE HELD IN AND TAKE PLACE IN THE TEXAS CITY CLOSEST TO CUSTOMER'S PRIMARY PLACE OF BUSINESS IN TEXAS OR, IF CUSTOMER'S PRIMARY PLACE OF BUSINESS IS LOCATED OUTSIDE THE STATE OF TEXAS, IN DALLAS, TEXAS.

FOR CLAIMS OF MONETARY DAMAGES OF \$100,000.00 OR MORE, EXCLUSIVE OF ATTORNEY'S FEES AND COSTS, THE ARBITRATION SHALL BE CONDUCTED BEFORE A PANEL OF THREE (3) ARBITRATORS, SELECTED AND APPOINTED AS FOLLOWS. BANK AND CUSTOMER SHALL EACH APPOINT ONE (1) ARBITRATOR, AND THE THIRD ARBITRATOR WILL BE APPOINTED BY MUTUAL AGREEMENT OF THE PARTIES. TO BE ELIGIBLE FOR SELECTION AND APPOINTMENT, EACH OF SUCH THREE (3) ARBITRATORS MUST BE LISTED BY AAA ON ITS NATIONAL ROSTER OF ARBITRATORS AS OF THE TIME OF SELECTION AND APPOINTMENT IF THE PARTIES ARE UNABLE TO REACH AGREEMENT ON THE APPOINTMENT OF THE THIRD ARBITRATOR WITHIN A REASONABLE PERIOD OF TIME, BANK'S AND CUSTOMER'S APPOINTED ARBITRATORS SHALL JOINTLY SELECT THE THIRD ARBITRATOR FOR THE PANEL, PROVIDED THAT SUCH ARBITRATOR ALSO MUST BE LISTED BY AAA ON ITS NATIONAL ROSTER OF ARBITRATORS AS OF THE TIME OF SELECTION. FOR CLAIMS OF MONETARY DAMAGES TOTALING LESS THAN \$100,000.00 OR FOR INJUNCTIVE OR OTHER NON-MONETARY RELIEF, THE ARBITRATION SHALL BE CONDUCTED BY ONE (1) ARBITRATOR, SELECTED BY THE AMERICAN ARBITRATION ASSOCIATION PURSUANT TO ITS COMMERCIAL ARBITRATION RULES. YOU UNDERSTAND AND AGREE THAT NO COURT OR OTHER JUDICIAL BODY WILL HAVE ANY AUTHORITY TO APPOINT AN ARBITRATOR, OR OTHERWISE TO DETERMINE

WHETHER OR NOT ANY ARBITRATOR MAY BE SELECTED OR APPOINTED.

THE ARBITRATOR(S) WILL CONSIDER AND APPLY APPLICABLE SUBSTANTIVE LAW, INCLUDING WITHOUT LIMITATION THE APPLICABLE UNIFORM COMMERCIAL CODE AND ANY APPLICABLE STATUTE OF LIMITATIONS OR STATUTE OF REPOSE, INCLUDING WITHOUT LIMITATION ANY STATUTE OF LIMITATIONS OR STATUTE OF REPOSE SET FORTH IN THIS AGREEMENT AND/OR CONTRACTUAL CONDITION PRECEDENT, AND WILL HONOR ALL CLAIMS OF PRIVILEGE RECOGNIZED UNDER TEXAS LAW. EITHER CUSTOMER OR BANK MAY FILE A MOTION FOR DISPOSITIVE RELIEF OR FOR SUMMARY JUDGMENT IN THE ARBITRATION, SEEKING DISPOSITIVE OR SUMMARY JUDGMENT IN WHOLE OR IN PART, IDENTIFYING EACH CLAIM OR DEFENSE ON WHICH DISPOSITIVE RELIEF OR SUMMARY JUDGMENT IS SOUGHT. THE MOTION MAY BE SUPPORTED BY AFFIDAVIT(S) OR DECLARATION(S) MADE ON PERSONAL KNOWLEDGE, INCLUDING IN THE CAPACITY OF A RECORDS CUSTODIAN, AND SHOWING THAT THE AFFIANT OR DECLARANT IS COMPETENT TO TESTIFY ON THE MATTERS STATED. THE ARBITRATOR(S) SHALL GIVE FULL CONSIDERATION TO ANY SUCH MOTION, SHALL BE BOUND TO APPLY APPLICABLE LAW, AND SHALL GRANT DISPOSITIVE RELIEF OR SUMMARY JUDGMENT IF THE MOVANT SHOWS THAT THERE IS NO GENUINE DISPUTE AS TO ANY MATERIAL FACT AND THE MOVANT IS ENTITLED TO JUDGMENT UNDER APPLICABLE LAW. THE ARBITRATOR(S) SHALL HAVE NO AUTHORITY TO AWARD OR GRANT CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES OR ANY OTHER DAMAGES NOT MEASURED BY THE PREVAILING PARTY'S ACTUAL DAMAGES. THE ARBITRATOR'S OR ARBITRATION PANEL'S DECISION SHALL BE EXPRESSED IN A WRITTEN ARBITRATION AWARD SUPPORTED BY ANY FINDINGS MADE BY THE ARBITRATORS, WILL BE FINAL AND BINDING ON THE PARTIES, AND A JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT HAVING JURISDICTION. CUSTOMER UNDERSTANDS AND AGREES, HOWEVER, THAT THE ARBITRATORS' DECISION AND FINDINGS, AND ALL ARBITRATION SUBMISSIONS AND PROCEEDINGS SHALL REMAIN CONFIDENTIAL BETWEEN CUSTOMER AND BANK, EXCEPT TO THE EXTENT NECESSARY TO OBTAIN JUDICIAL REVIEW OR CONFIRMATION, FOR TAX OR ACCOUNTING PURPOSES, OR AS OTHERWISE REQUIRED BY LAW.

This agreement to arbitrate disputes will survive the closing of Customer's Account and the termination of this Agreement or any Service Agreement.

THIS PROVISION LIMITS CUSTOMER'S RIGHTS TO A JURY TRIAL. CUSTOMER SHOULD REVIEW THIS SECTION CAREFULLY. TO THE FULLEST EXTENT PERMITTED UNDER THE LAW OF THE STATE OF TEXAS, CUSTOMER KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND UNCONDITIONALLY AGREES TO WAIVE CUSTOMER'S RIGHT TO A TRIAL BY JURY OF EACH AND EVERY ISSUE, CLAIM, COUNTERCLAIM, ACTION, CAUSE OR DISPUTE WITH BANK ARISING, IN WHOLE OR IN PART, FROM OR IN ANY WAY RELATING TO CUSTOMER'S ACCOUNT(S) OR THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY ADDENDA, SCHEDULES OR APPENDICES ATTACHED TO THIS AGREEMENT.

SUBJECT ONLY TO THE RIGHT OF ARBITRATION SET FORTH IN THIS SECTION, ANY AND ALL SUCH DISPUTES MAY BE TRIED BEFORE A JUDGE ONLY. TO THE FULLEST EXTENT PERMITTED UNDER THE LAWS OF THE STATE OF TEXAS, THIS WAIVER OF RIGHT TO TRIAL BY JURY IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH AND EVERY INSTANCE AND ISSUE AS TO WHICH THE RIGHT TO TRIAL BY JURY WOULD OTHERWISE ACCRUE.

23. Necessary Third Party Service Providers

a. Third Party Networks. Some Services are provided by Bank through access to a third party network, such as SWIFT, any applicable automated clearinghouse operating network and Fedwire. Such Services are dependent upon the availability of the third party network on conditions acceptable to Bank. Bank reserves the right to discontinue the Service or provide the Service through an alternative third party network. Bank does not warrant and shall not be responsible for Services received by Customer from any third party network chosen by the Customer.

b. Third Party Vendors. Some Services and/or computer equipment and software are provided to Customer by a third party vendor selected by Customer who is unaffiliated with Bank. In those cases, the third party vendor is acting as Customer's Agent rather than an agent of Bank, and Customer agrees to be bound by such third party's acts and omissions. Bank does not warrant and shall not be responsible for Services and/or computer equipment and software provided by unaffiliated third party vendors. Customer authorizes Bank to disclose to any third party vendor information concerning Customer to the extent required to deliver the requested Service.

24. Disclaimer of Warranties

NOTICE: BANK PROVIDES ALL SERVICES (INCLUDING, BUT NOT LIMITED TO INTERNET SERVICES) ON AN "AS IS," "AS AVAILABLE" BASIS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICES. BANK DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, BANK DOES NOT WARRANT THAT THE OPERATION OF ANY SERVICES OR WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE. CUSTOMER IS RESPONSIBLE FOR TAKING APPROPRIATE PRECAUTIONS AGAINST DAMAGE TO ITS OPERATIONS WHICH COULD BE CAUSED BY INTERRUPTIONS OR MALFUNCTIONS OF ANY SERVICES OR WEBSITE AND ASSUMES THE RISK OF SUCH OCCURRENCES.

25. Severability

To the extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be held to be invalid, illegal or unenforceable, such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without rendering invalid, illegal or unenforceable the remainder of any such provision or the remaining provisions of this Agreement.

26. Waiver

A waiver by Bank or Customer of any term or provision shall not be construed as a waiver of such term or provision at any other time, or of any other term or provision.

27. Assignment

Except in the case of a merger or assignment arising under operation of law, neither party may assign or transfer its rights or obligations hereunder to any other person or entity without the other party's written consent, whose consent shall not be unreasonably withheld.

B. Applicable Terms of All Internet and Mobile Based Services

1. Introduction

Bank offers a number of Services over the Internet and/or over mobile devices. If requested by Customer and agreed to by Bank, Bank will grant Customer access to one or more of Bank's Internet and/or mobile Services in the manner established by Bank. Customer agrees that its use of Services from time to time offered by Bank via the Internet and/or a mobile device (collectively, the "Internet Services") shall be governed by: (a) this Section and all other relevant sections of this Agreement, including, without limitation, sections governing the specific Treasury Management Services that are offered online; and (b) the applicable Terms of Use, as defined below.

2. Terms of Use

Bank may post terms or rules of use (“Terms of Use”) governing Customer’s use of the Internet Services on Bank’s website(s) for accessing such Services. Such Terms of Use shall supplement and amend the terms set forth in this Section. In the event of a conflict between the Terms of Use and the rules set forth in this Agreement, the Terms of Use shall govern. Customer’s initial use of an Internet Service shall constitute an acceptance of the Terms of Use posted on the website. Neither Bank nor Customer will contest the validity, enforceability, or admissibility of hard copy printouts of the Terms of Use for any website or notices of changes to such Terms of Use provided in accordance with this Section. Copies of such Terms of Use or notices, if introduced as evidence in tangible form in any judicial or administrative proceeding, will be admissible to the same extent and under the same conditions as other business records originated and maintained in documentary form.

3. Other Customer Responsibilities

a. Equipment and Software. Customer is responsible for obtaining (from Bank, in some instances), installing and maintaining the computer and communications equipment (including, without limitation, personal computers, modems and mobile devices), software, web browsers, Internet access and communications services necessary to access and use the Internet Services in accordance with this Agreement.

b. Use of Internet Services. Customer shall use its access to Internet Services, websites and mobile applications operated by or on behalf of Bank only to conduct its business with Bank and agrees to limit access to those agents who require access to Internet Services.

c. Antivirus and Antimalware Protection. Customer agrees to install and run antivirus and antimalware software before transmitting data to or through any website. Customer may use any commercially available, industry recognized antivirus and antimalware software of the type that detects and disinfects viruses and malicious code automatically, without the need for the Customer to execute virus and malware scanning for each file manually. Customer shall frequently update Customer’s computer and other device security software and update its antivirus and antimalware software regularly and as needed to ensure Customer’s antivirus and antimalware software is current and up to date.

4. Internet Disclaimer

The availability of Internet Services to Customer relies on the public Internet infrastructure and/or a mobile network. Bank does not and cannot control the flow of data to or from Bank’s network and other portions of the Internet or any mobile network. Such flow depends in large part on the performance of third parties. Actions or inactions of such third parties can impair or disrupt Customer’s connections to the Internet Services (or portions thereof). Bank disclaims any and all liability resulting from or related to such events and in no event shall Bank be liable for any damages (whether in contract or in tort) that are attributable to the public Internet infrastructure, any mobile network, Customer’s ability to connect to the Internet or any mobile network, or Bank’s ability to connect to the Internet or any mobile network on Customer’s behalf.

C. Applicable Terms of Secure File Transfer System

1. Introduction

Bank offers a number of Services that may require the exchange of files containing payment batches or other information reporting. Files may be delivered to or from Bank through the secure file transfer protocol (FTPS). Customer agrees that its use of Services from time to time offered by Bank via FTPS shall be governed by: (a) this Section and all other relevant sections of this Agreement, including, without limitation, sections governing the specific Services including Service Documentation that are offered through FTPS; and (b) the applicable terms of all Internet Services.

2. SecureConnect

If Customer elects and Bank agrees to offer Services via FTPS, Customer agrees that Bank will provide Customer with user instructions and security codes. Customer will be responsible for providing data terminal(s) or any other means of access to such Services authorized by Bank. Customer agrees to use such Services (a) only for your own proper business use in accordance

with all applicable federal, state, and local laws and regulations; (b) in accordance with the conditions, rules and regulations which we may establish or specify from time to time; and (c) only to obtain the Services Bank provides, any communication elements of such Service being incidental to and an integral part of obtaining such Service. Bank reserves the right to take all actions, including termination of such Services, which we believe necessary to comply with applicable laws, policies, regulations, and tariffs.

D. Applicable Terms for Information Systems

1. Introduction

Reporting of transaction and balance information may be provided by Bank to Customer through Internet Services or other applications or systems as may be introduced by Bank (“Information System(s)”). Information Systems may also be used by Customer to automate many of the Services offered by Bank and also may provide access to other Bank systems that initiate transactions. Customer agrees that such use of the Information Systems shall be governed by this Section and all other relevant sections of this Agreement. If requested by Customer and agreed to by Bank, Bank will grant access to Bank’s Information Systems in the manner agreed to by Bank. Customer agrees to be bound by any terms of use and license agreements associated with these Information Systems.

2. Information Reporting

Bank is authorized to store, process, transmit and make available information of Accounts designated by Customer (“Account Information”) through the Bank’s Information Systems. This authorization will extend to the Bank’s agencies and third party data processing providers (“Providers”). Bank or Providers will transmit or make available for access to Customer Account Information on a periodic basis. Customer may elect to receive data through one or more delivery mechanisms, including, without limitation, the Internet, telephonic delivery, facsimile, CD-ROM or unsecured e-mail. Customer’s election to receive or transmit Account Information through unsecured e-mail will require additional instructions and provisions that release the Bank from loss or damage, direct or indirect, resulting from unauthorized access. Information reporting for off balance sheet accounts, such as sweep accounts, held at other financial institutions may be made available by these financial institutions. Bank assumes no responsibility for the accuracy or timeliness of the Account Information supplied by other financial institutions.

3. Transaction Services

Customer may use Information Systems to access Services offered by Bank for which Customer has enrolled. Depending on the type of product offered by Bank, access to the Services may include, but not be limited to, ACH, positive pay, wire transfer payments, book transfers, stop payments, image access and system administration. Customer agrees that use of the Information Systems for Services shall be governed by this Section and all other sections of this Agreement that are applicable to the Service being accessed.

4. Customer Responsibilities

Customer will purchase (from Bank, in some cases) and provide all equipment and software necessary to use the applicable Information Systems in accordance with this Agreement. For equipment not provided by Bank, Bank shall have no responsibility and makes no warranties for such equipment or software. Customer agrees to use the Information Systems solely to conduct its business with Bank and agrees to limit access to those Authorized Signers or Authorized Users who require access to the System. Customer agrees that in addition to other limitations to Bank’s liability elsewhere in this Agreement, Bank shall not be liable for any loss or damage arising directly or indirectly from the following: (a) any inaccuracy or incompleteness in the input of an order or instruction from the Customer; (b) any failure by Customer to obtain a confirmation of an order or instruction; or (c) any cancellation or attempted cancellation by Customer of an order or instruction.

5. Accuracy and Timeliness of Information

Bank will use reasonable efforts to provide the information requested through the Services in a prompt fashion. Bank shall not be liable for any inaccurate or incomplete information with respect to transactions which have not been completely processed or posted to Bank’s system prior to being made available pursuant to the Services.

E. ACH Services

1. Introduction

If requested by Customer and agreed to by Bank, Customer (or any Authorized Signer or Authorized User) may initiate credit or debit Automated Clearing House (“ACH”) transactions (each an “Entry” and collectively “Entries”) for payments (“Credit Entries”) and/or collections (“Debit Entries”) on Business Days to its accounts or the accounts of others (“Receivers”) in accordance with Bank’s security procedures, this Agreement, the Deposit Agreement and the NACHA Operating Rules and Guidelines (the “NACHA Rules”), as amended from time to time. The ACH system is a batch processing, store-and-forward system that is primarily governed by the NACHA Rules for interbank clearing of electronic payments for participating depository financial institutions. Customer acknowledges that Bank may provide ACH Services to Customer pursuant to Bank’s role as an Originating Depository Financial Institution (“ODFI”) or Receiving Depository Financial Institution (“RDFI”) as may be applicable with respect to ACH Entries under the NACHA Rules. If requested and authorized by Customer and agreed to by Bank in writing (an “Origination Agreement”), Bank will agree to provide ACH origination services to enable Customer to act as an originator (“Originator”) of ACH Entries. Bank may process Entries directly, through one or more clearinghouses, or through the mechanism selected by Bank. To the fullest extent permissible under the NACHA Rules and Texas law, Customer’s rights and obligations with respect to such Entries are governed by the laws of the State of Texas, the NACHA Rules, as published annually and amended from time to time, and this Agreement. Customer acknowledges that to the fullest extent permissible under the NACHA Rules and Texas law, it shall be bound by the NACHA Rules and the laws of the State of Texas, and agrees not to initiate any Entry in violation of the NACHA Rules, the laws of the United States or Texas law, or, to the extent applicable, other state or international law, regulation or clearinghouse rules, including, without limitation, Regulation E and Regulation CC of the Board of Governors of the Federal Reserve System, regulations promulgated by the Office of Foreign Assets Control (“OFAC”), Operating Circular 4 of the Federal Reserve Bank, and Article 4 and Article 4A of the Uniform Commercial Code as adopted in the State of Texas. Customer acknowledges and agrees that Bank may rely on all representations and warranties contained in the NACHA Rules, as amended from time to time, and may credit or debit Entries in accordance with such NACHA Rules and this Agreement as instructed by the Originator of the Credit Entry or Debit Entry. Customer understands that a copy of the NACHA Rules is available through NACHA at current NACHA prices, or by contacting the Bank.

a. Authorization of Entries. Customer understands and acknowledges that when acting as Originator, Customer must obtain authorization from the Receiver of and for any Entry either by written authorization agreement pursuant to the NACHA Rules, or in the form or method of authorization permitted by the NACHA Rules, before initiating the Entry to the Receiver’s account. Customer acknowledges and agrees that, as Originator, Customer must retain the original or a copy of each written authorization of a Receiver, or a readily and accurately reproducible record evidencing any other form of authorization, for two (2) years from the date of termination or revocation of the authorization, and, at Bank’s request, must provide the original, copy or other accurate record of authorization to Bank for Bank’s use in such time and manner as to enable Bank to deliver the authorization to any requesting RDFI within ten (10) Banking Days of the RDFI’s request. Customer further understands and agrees that, in addition to the other warranties stated in this Agreement, Customer warrants to Bank that Customer has obtained the appropriate authorization(s) from each Receiver each time Customer originates an Entry, and that all originated Entries conform to such authorization(s) and comply with the NACHA Rules.

b. Audit Rights. Customer understands and agrees that, to the fullest extent permitted under the NACHA Rules, following agreement to Customer’s request for ACH Services Bank may, from time to time and in its sole discretion, perform a remote or onsite audit or other operations credit and risk analysis of Customer’s systems, procedures, controls, files, records and/or ACH activity that Bank, in its sole and absolute discretion, deems necessary to assess the nature of Customer’s ACH activity and/or any risks it presents, or Customer’s capacity to perform its obligations in accordance with the

NACHA Rules or this Agreement. Customer agrees to cooperate with Bank in relation to any such audit or credit and risk analysis including, without limitation, providing financial or other documentation or records in a timely manner in response to Bank’s request, and implementing any ACH Entry origination procedure required by Bank in a timely manner.

2. Entry Origination/Processing Dates/Deadlines

Customer may initiate Entries in the manner and format agreed to by Bank. Bank will establish a Deadline for the receipt of Entries from Customer. Bank may establish different Deadlines for Entries depending on the method of delivery selected by Customer and all such Deadlines are subject to change. Bank must receive Customer’s Entries at or prior to the Deadline for the Entries to be processed on the Business Day of receipt (“Same-Day Entries”). Except for Same-Day Entries received prior to the applicable Deadline, all Debit Entries not received by the specified cutoff time at least one business day prior to the effective Entry date, and all Credit Entries not received by the specified cutoff time at least two business days prior to the effective Entry date, will be processed on the next Business Day. For timely processing, Customer understands and acknowledges that all Entries must be completed and submitted to Bank in conformity with the formatting and other requirements specified in the NACHA Rules and this Agreement.

3. Late Entry Deadline

Bank may allow, at Bank’s sole and absolute discretion, Customer to initiate Entries after the otherwise applicable cutoff time including after business hours, but prior to any after-hours deadline established by Bank. Customer understands and agrees that Entries are deemed to be delivered to Bank at the time when the applicable security procedure(s) with respect to a submission have been complied with and the submission of the Entry is fully completed on all information required by the NACHA Rules and Bank. Customer acknowledges that Bank may require additional Customer information in order to successfully process such late Entries as determined by Bank in its sole and absolute discretion. Bank may refuse to allow late Entries for any reason and at any time in its sole and absolute discretion, which refusal may result in the Entries being entered on the following Business Day or not at all. Customer understands and acknowledges that in no event shall Bank be liable for any loss of any nature arising from or relating to Customer’s initiation of a late Entry.

4. Content

In submitting any Entry, Customer shall be responsible for providing all information required by Bank. Customer bears sole and exclusive responsibility to verify that the information set forth in Entries submitted to Bank is authentic, accurate and conforms to the NACHA Rules and all applicable law. Customer shall retain data transmitted to Bank for ninety (90) days following the date of transmittal. The Services hereunder are only designed to respond to information provided by Customer. Accordingly, any inaccuracy in any information provided by Customer may result in unintended processing by Bank. Bank bears no responsibility for detecting or reporting any error in data supplied by Customer and shall not be liable to Customer for any information provided by Customer with respect to an Entry which is inaccurate, incomplete or otherwise incorrect.

5. Entry Limits and Payment

Customer shall at all times maintain a settlement account with Bank for the purpose of funding Customer’s Entries (“Settlement Account”). Bank will establish a daily limit of the total dollar amount of Entries initiated by Customer on a single day and including any Entries that remain unsettled in the ACH Network (the “Risk Limit”). The Risk Limit will be determined by Bank, in its sole and absolute discretion, based on the typical dollar amount of Entries initiated by Customer on a single day and may be adjusted based on underwriting criteria established by Bank. Bank may require from time to time, at its sole discretion, the pre-funding of the total dollar amount of Entries initiated by Customer. Pre-funding means that Customer must have good, collected funds in Customer’s settlement account not subject to recall or dispute. Establishment of a Risk Limit should not be interpreted or construed by Customer as a commitment or agreement to provide any credit or loans to a Customer and is subject to modification or termination at any time by Bank in its sole discretion. Customer agrees that it will not initiate Entries in excess of its Risk Limit without the written consent of Bank, and that such submission in excess of its Risk Limit will cause a delay in processing. Notwithstanding

the foregoing, Bank may, in its sole and absolute discretion and without obligation to do so, process Entries that exceed Customer's Risk Limit. Customer shall pay Bank for all Entries and authorizes Bank to charge its Settlement Account or any other account with Bank in the amount of such Entries. Bank shall have the right to reject Entries initiated by Customer if Bank has reason to believe that there will be insufficient available funds on the relevant settlement date. Bank shall notify Customer upon such rejection. Customer will receive funds for any Debit Entry on the ACH settlement date. Bank shall credit the Settlement Account in any amount payable to the Customer, subject to Bank's right to make adjustments in accordance with this Agreement. Bank may establish, monitor and periodically review Customer's Risk Limit and Customer's compliance thereof, and may cease processing Entries based on such review, after notifying Customer in writing.

6. Data Breach Notification

Customer may have gathered personal or financial information of its customers for the purpose of initiating ACH transactions. Such information may include, without limitation, the customer's bank account number together with bank routing number, or the customer's name together with the customer's social security number or tax identification number. Customer agrees to immediately report to Bank any loss, theft or unauthorized access of such information ("Data Breach") by or from Customer or an Authorized Signer or Authorized User, if circumstances indicate that the misuse of such information has occurred or is reasonably possible. Customer acknowledges that Bank may have an obligation to report any Data Breaches to NACHA and other affected parties, and agrees to establish appropriate procedures to prevent, detect, investigate and report data breaches.

7. File Confirmations; Security Procedures

Customer shall at all times comply with any applicable file confirmation procedures established by Bank and any security procedures established by Bank or Customer. Such procedures of Bank are solely for the purpose of verifying the origination of Entries by Customer or Bank's receipt of the ACH file and/or batch (but not for errors in transmission or content).

Bank shall provide Customer with a confirmation that Bank received Customer's ACH file and/or batch in a manner applicable to the Service through which Entries are made. After Customer receives the confirmation, Customer will compare the confirmation information to Customer's ACH transmission information. If the information does not match, Customer shall notify Bank before Bank's established deadline, failing which, Bank shall process Customer's ACH file and/or batch. Customer acknowledges that the confirmation is for the sole purpose of verifying Bank's receipt of the file and does not signify any validation of data. Customer bears sole responsibility for any inaccurate or incomplete information provided to Bank if Customer fails to notify Bank prior to Bank's processing of Customer's file.

Bank may but is not obligated to require verbal approval from an Authorized User or an Authorized Signer for Customer's ACH file and/or batch as part of fraud detection practices, which may cause a delay in processing.

Customer understands and agrees that each Non-Consumer Originator (as that term is defined in the NACHA Rules) must establish, implement, and update as appropriate, policies, procedures and systems with respect to initiation, processing and storage of Entries that are designed to: (a) protect the confidentiality and integrity of Protected Information (as that term is defined in the NACHA Rules); (b) protect against anticipated threats or hazards to the security or integrity of Protected Information until its destruction; and (c) protect against unauthorized use of Protected Information that could result in substantial harm to a natural person.

8. Rejected and Returned Entries, Unauthorized Entries

Bank may reject any Entry that is not initiated in accordance with this Agreement or for any reason for which an Entry may be returned under the NACHA Rules. Customer understands and acknowledges that, pursuant to the NACHA Rules, Bank must accept returned Entries, including extended return Entries, that comply with the NACHA Rules. In the event that a previously initiated Entry is rejected, or returned by an ACH processor, RDFI or Bank, for any reason whatsoever, it shall be Customer's responsibility to reinstate the Entry, within the time and to the extent permitted under NACHA Rules. Bank will give Customer or its designated Agent notice of any rejected

or returned Entry in the manner agreed to by the parties. Bank is authorized to debit/credit the Settlement Account for Entries that are returned to Bank. Unless the return is caused by Bank's failure to properly execute an Entry, Bank has no obligation to pay Customer interest on the amount of any returned Entry debited from the Settlement Account. A Receiver may, in some cases, have the right to have an unauthorized or erroneous Debit Entry credited to its account. Customer agrees that Bank may deduct the amount owing to the Receiver from Customer's Settlement Account upon Bank's receipt of proper notice from the RDFI. To the fullest extent permitted under the NACHA Rules and Texas law, Bank may charge back against Customer any Debit Entry that is returned or reversed by the RDFI, including, without limitation, any late-returned Entry. Closure of Settlement Account does not excuse Customer's obligation for returned Entries.

a. Return Rate Monitoring and Reporting. The NACHA Rules require that Bank, as an ODFI, monitor and under certain circumstances report to NACHA concerning the rate at which Customer's Debit Entries are returned (the "Return Rate"), dollar amounts and related information. Customer understands and acknowledges that the NACHA Rules provide that when Customer's Return Rate or levels exceed certain thresholds specified in the NACHA Rules and/or when directed to do so by NACHA, Bank is required to undertake certain actions within the times specified in the NACHA Rules to reduce and maintain the Return Rate or levels below the specified thresholds. Customer agrees to timely respond to all requests by Bank for information concerning Return Rates and related information, and to take all actions requested by Bank, within the times specified by Bank, to reduce Customer's Return Rate, volume, levels or dollar amounts, as determined by Bank in its sole and absolute discretion. Customer understands and agrees that any failure by Customer to timely comply with any such request by Bank shall be deemed a material breach of this Agreement and may result in Bank's immediate termination of the ACH Services.

9. Notifications of Change

Bank shall provide Customer all information, as required by the NACHA Rules, with respect to each Notification of Change ("NOC") Entry or Corrected Notification of Change ("Corrected NOC") Entry received by Bank relating to Entries transmitted by Customer. Bank will provide such information to Customer within two (2) Business Days of the date in which final settlement of funds occurs as a result of an ACH entry (the "Settlement Date") of each NOC or Corrected NOC Entry. Customer shall ensure that changes requested by the NOC or Corrected NOC are made within six (6) Business Days of Customer's receipt of the NOC information from Bank or prior to initiating another Entry to the Receiver's account, whichever is later.

10. Prenotification

Prior to initiation of the first Credit Entry or Debit Entry to a Receiver's account with an RDFI, Customer may send a prenotification to the RDFI that Customer intends to initiate an Entry to the Receiver's account in accordance with the procedures set forth in the NACHA Rules or by Bank. The prenotification can be returned or result in a Notification of Change ("NOC"). If the prenotification is returned within the times specified in the NACHA Rules, Customer shall research the problem and make any necessary corrections to remedy the reason for the return before transmitting another Entry. If the prenotification results in a NOC, Customer shall make the required change requested in the NOC prior to initiating another Entry.

11. Amendment of Entries

Customer does not have the right to delete or amend any Entry after it has been received by Bank unless Bank has previously agreed in writing. If such rights are granted, Customer may initiate an amendment to ACH Entries after receipt by Bank; however, Bank shall have no liability to Customer if such requested deletion or amendment is not affected. Entries are distributed periodically to the ACH operator throughout the Business Day. Customer may initiate such amendments in accordance with the terms of this Agreement and all communications must be received by Bank prior to the established Deadlines and distribution times in order to be effective. Under certain circumstances as permitted by the NACHA Rules, Customer may seek to reverse or obtain return of a previously initiated duplicate Entry, an Entry ordering payment to or from a Receiver different from the intended Receiver or in a dollar amount different than intended, and certain prearranged payment and deposit Entries (collectively for purposes of this paragraph, an "Erroneous

Entry”), or a Credit Entry originated without the Customer’s authorization. Customer understands and acknowledges that reversal of Entries is governed by the NACHA Rules including, without limitation, timing requirements for reversing Entries and an RDFI’s right to refuse reversal or requested return. The Bank has limited avenues to recover previously initiated Erroneous Entries and unauthorized Credit Entries and, to the fullest extent permitted under the NACHA Rules, Customer shall be liable for any unintended credits to the Receiver.

12. Customer Representations and Warranties

Customer represents and warrants to Bank that each Entry complies with the terms of this Agreement and the NACHA Rules, does not breach any warranty of Customer or Bank contained in this Agreement and the NACHA Rules, complies with applicable state and federal laws, including, without limitation, the Electronic Funds Transfer Act, Regulation E and regulations promulgated by OFAC, is accurate, timely, and authorized by each Receiver, and that any debit entry is for a sum that on its settlement date is due and owing from the Receiver to Customer or is a correction of a previously transmitted erroneous credit entry. With respect to each Entry (regardless of Standard Entry Class Code) and each time Customer uses an ACH Service, Customer is deemed to make to Bank the same representations and warranties that Bank makes, under the NACHA Rules and applicable law, to any person, RDFI, or any other transferee. Receiver authorizations shall expressly authorize Bank to transmit corrective entries to Receiver’s accounts to correct a prior Entry and shall authorize Customer to release to Bank all information concerning its Receivers that is required by Bank to recover such Entries. Customer shall immediately cease initiating Entries upon receiving actual or constructive notice of the termination or revocation of the Receiver’s authorization. Customer will not initiate additional transactions to a Receiver where a transaction has been returned as unauthorized. Customer will retain each authorization received by Customer for such period of time as may be required by the NACHA Rules or applicable law and in all cases for a period not less than two (2) years after the date of expiry, and shall provide Bank with copies of such authorizations upon request. Bank shall not be liable for any and all fines, claims, demands, expenses, losses, liabilities, and damages, including reasonable attorney fees and court costs at trial or on appeal that arise directly or indirectly out of any Entry initiated by Customer in violation of this Agreement or applicable NACHA Rules or law.

13. Re-presented Check Entries

The NACHA Rules allow Customer to initiate an Entry to collect certain checks that have been returned unpaid for insufficient or uncollected funds (“RCK Entry”). In the event that Customer initiates an RCK Entry to Bank for check collection purposes, Customer agrees that such RCK Entry will comply with all provisions of this Agreement and applicable NACHA Rules, and, in addition to other warranties contained in the NACHA Rules, makes the following additional representations and warranties regardless of which entity initiates the RCK Entry on its behalf: (a) each check is eligible under the NACHA Rules to be collected via an RCK Entry; (b) Customer has good title to or otherwise is entitled to enforce the item; (c) all signatures on the returned item are authentic and authorized; (d) the item has not been altered; (e) the item is not subject to claims or defenses; (f) Customer has no knowledge of any insolvency of the drawer or maker of the item; (g) the item will not be presented to the RDFI subsequent to the origination of the RCK Entry; (h) the RCK Entry accurately reflects the item and any information encoded after issue in magnetic ink is correct (RCK Entries cannot be used for collection fees); (i) any restrictive endorsement placed on the item is void or ineffective; (j) Customer has provided clear and conspicuous notice of its electronic check representment policy in advance of receiving the item to which the RCK Entry relates; and (k) Customer will provide to Bank immediately upon request a copy of the front and back of the returned item, provided that the request is made within seven (7) years of the settlement date of the RCK Entry.

14. Internet-Initiated/Mobile Entries

The NACHA Rules allow Customer to initiate a Debit Entry to a consumer Receiver’s account pursuant to an authorization obtained from the Receiver via the Internet or a wireless network, or otherwise pursuant to an authorization where the Receiver’s instruction to initiate a Debit Entry is designed by the Customer to be communicated via a wireless network (“WEB Entry”). In the event that Customer initiates a WEB Entry to Bank, Customer agrees that such WEB Entry will comply with all provisions of this

Agreement and applicable NACHA Rules, and makes the following additional representations and warranties regardless of which entity initiates the WEB Entry on its behalf: (a) Customer has established and implemented a commercially reasonable fraudulent transaction detection system to screen each WEB Entry which includes account validation processes; (b) Customer has established and implemented commercially reasonable methods of authentication to verify the identity of the Receiver; (c) Customer has established and taken commercially reasonable procedures to verify that routing numbers utilized are valid; (d) Customer has established a secure, by commercially reasonable standards, Internet session prior to the key entry by the Receiver of any banking information and through the transmission of the data to Customer, including but not limited to the Receiver’s routing number, account number and PIN; and (e) Customer has and will conduct, or have conducted on its behalf, annual audits to ensure that the financial information that Customer obtains from Receivers is protected by security practices that include adequate levels of (i) physical security to protect against theft, tampering, or damage, (ii) personnel and access controls to protect against unauthorized access and use, and (iii) network security to ensure secure capture, storage and distribution of financial information. Customer will provide proof of Customer’s security audits to Bank upon request. Bank may cease processing Entries for Customer if Bank in its sole discretion determines that Customer’s security procedures are inadequate.

15. Telephone-Initiated Entries

The NACHA Rules allow Customer to initiate a Debit Entry to a consumer Receiver’s account pursuant to the Receiver’s oral authorization and banking information provided to the Customer via the telephone (“TEL Entry”). In the event that Customer initiates a TEL Entry to Bank, Customer agrees that such TEL Entry will comply with all provisions of this Agreement and applicable NACHA Rules, and makes the following additional representations and warranties regardless of which entity initiates the TEL Entry on its behalf:

a. Receiver Authorization. Customer has obtained the Receiver’s readily identifiable and clear authorization prior to initiating a single or recurring Debit Entry to the Receiver’s account. In the event that Customer obtains the Receiver’s authorization related to a single TEL Entry verbally, Customer will either make an audio recording of the Receiver’s oral authorization, or will provide, in advance of the settlement date of the Entry, written notice to the Receiver that confirms the oral authorization. Customer agrees that, at a minimum, the following specific information shall be included as part of the authorization of a single TEL Entry, and acknowledged by the Receiver during the telephone call: (i) the date on or after which the Receiver’s account will be debited; (ii) the amount of the Debit Entry to the Receiver’s account or a reference to the method of determining the amount of the transaction; (iii) the Receiver’s name or identity; (iv) the account to be debited; (v) a telephone number that is available to the Receiver and answered during normal business hours for customer inquiries; (vi) the date of the Receiver’s oral authorization; and (vii) a statement that the authorization obtained from the Receiver will be used to originate an ACH debit to the Receiver’s account. In the event Customer obtains the Receiver’s authorization in relation to recurring TEL Entries, Customer will obtain, as part of the Receiver’s authorization, all information required by the NACHA Rules for recurring TEL Entries. To the extent applicable, Customer shall retain either the original or a duplicate recording of the Receiver’s oral authorization or a copy of the written notice confirming the Receiver’s oral authorization for two years from the date of the authorization for single TEL Entries, or two years from the termination or revocation of a recurring TEL Entry, and shall immediately provide same to Bank upon request. For recurring TEL Entries, Customer shall also retain for two years from termination or revocation of the authorization evidence that a copy of the authorization was provided to the Receiver in compliance with Regulation E. If Customer chooses to provide the Receiver with written notice confirming the Receiver’s oral authorization, Customer will disclose to the Receiver during the telephone call the method by which such notice will be provided.

b. Commercially Reasonable Security Procedures. In addition to all other representations and warranties contained herein, Customer also represents and warrants the following each time it delivers a TEL Entry to Bank: it has (i) established and implemented commercially reasonable security procedures to verify the identity of the Receiver, including, without limitation, name, address and telephone number and (ii) established and implemented

commercially reasonable procedures to verify the accuracy and validity of the routing and transit number used in the TEL Entry.

16. Accounts Receivable and Back Office Conversion Entries

The NACHA Rules allow Customer to utilize Entries to collect consumer check payments received via U.S. mail, delivery service, or at a drop box location (“ARC Entry”). The NACHA Rules also permit single Debit Entries by Customer to the account of a Receiver based on an “eligible source document” (as defined in the NACHA Rules, typically, a check) provided by the Receiver at the point of purchase or a manned bill payment location for subsequent conversion during back-office processing (a “BOC Entry”). In the event that Customer initiates an ARC or BOC Entry to Bank, Customer agrees that such ARC or BOC Entry will comply with all provisions of this Agreement and NACHA Rules, as applicable, and makes the following additional representations and warranties regardless of which entity initiates the ARC or BOC Entry on its behalf: (a) prior to the receipt of each eligible source document, Customer has provided clear and conspicuous notice to the Receiver, in conformity with the requirements of the NACHA Rules and provisions of Regulation E and the Electronic Funds Transfer Act to the extent applicable, without limitation, (i) that receipt of the check is authorization to process the payment as a check transaction or to make a one-time ACH Debit to the Receiver’s account, (ii) that funds may be withdrawn from the Receiver’s account the same day payment is made, (iii) that the Receiver will not receive the check back from the RDFI and (iv) of Customer’s phone number for inquiries regarding BOC Entries; (b) Customer has established reasonable policies and practices to enable a Receiver to opt-out of check conversion as a form of payment (c) each check is eligible as a source document under the NACHA Rules to be collected via an ARC or BOC Entry; (d) the amount of the entry, the routing number, the account number, and the check serial number are in accordance with the eligible source document; (e) the source document to which the ARC or BOC Entry relates will not be presented for payment; (f) Customer has established and implemented policies and procedures to destroy the source document as soon as is reasonable and shall use commercially reasonable methods to securely store the source document until such destruction; (g) Customer shall use commercially reasonable methods to securely store banking information relating to the ARC or BOC Entry; (h) Customer shall retain a reproducible and legible image, microfilm or copy of the front of the Receiver’s source document for two (2) years from the settlement date of each ARC or BOC Entry, and shall immediately provide same to Bank upon request, unless bank’s BOC service automatically retains such image; (i) for BOC Entries, Customer has established and implemented commercially reasonable procedures to verify the identity of each Receiver of BOC Entries; and (j) for BOC Entries, Customer has established and maintains a working telephone number that is answered during Customer’s normal business hours for Receiver inquiries regarding BOC transactions, and displays this telephone number on the notice required by the NACHA Rules.

17. Point of Purchase (POP) Entries

The NACHA Rules allow Customer to initiate a single Debit Entry to a Receiver’s account for in-person purchases based on an “eligible source document” as defined in the NACHA Rules (typically, a check) provided at the point-of-purchase or manned bill payment location (“POP Entry”). In the event that Customer initiates a POP Entry to Bank, Customer agrees that such POP Entry will comply with all provisions of this Agreement and applicable NACHA Rules, and makes the following additional representations and warranties regardless of which entity initiates the POP Entry on its behalf: (a) Customer has posted a notice complying with the NACHA Rules in a prominent and conspicuous location at the point-of-purchase and provided Receiver with a written notice of same at the time of the transaction, including without limitation (i) that when a check is provided as payment, it is authorization to process the payment as a check transaction or for a one-time ACH debit to the Receiver’s account or to use the information from the check and (ii) that funds may be withdrawn from the Receiver’s account the same day payment is made; (b) each check is eligible under the NACHA Rules to be collected via a POP Entry and the Receiver has not opted out of check conversion; (c) Customer has returned the voided source document to the Receiver after capturing the necessary check information and the source document was not previously negotiated, voided, or provided by the Receiver for use in any prior POP Entry; (d) Customer has obtained the Receiver’s authorization and provided a copy of same to Receiver, which (i) is in writing

and signed or similarly authenticated by the Receiver, (ii) is readily identifiable as an ACH debit authorization, (iii) clearly and conspicuously states its terms and (iv) states that the check will not be processed; and (e) Customer has provided Receiver a receipt containing all information required by the NACHA Rules.

18. Tax Payment Entries

If Customer elects and Bank agrees to offer tax payment Entries through Internet Services, Customer acknowledges responsibility for enrollment in the Electronic Federal Tax Payment System (“EFTPS”) through the Internal Revenue Service (IRS). Customer is also responsible for enrollment with any state taxing authorities for the purpose of making state tax payments using Internet Services. In both cases, it is the Customer’s responsibility to obtain, from the applicable taxing authority, the appropriate routing numbers and account numbers required for making such Entries. Bank will make available tax payment information through Internet Services for the purpose of assisting Customer with the payment of federal and state taxes. Bank reserves the right to update tax payment information from time to time and makes no warranty that specific tax payment information will be available.

a. Requests for Payment. Requests for payment to tax authorities must be made in accordance with forms which Bank shall provide Customer, which may be amended by Bank from time to time at its discretion and will be considered complete only if actually received by Bank. All tax payments must be initiated at least two (2) Business Days before the due date, otherwise payments may be subject to IRS or state penalties. Any request by Customer to make tax payments hereunder shall be submitted to Bank prior to the Deadline. Any such request received by Bank after its Deadline may be processed on the next Banking Day. In the event that an Entry is rejected or returned by an ACH processor for any reason whatsoever, it shall be Customer’s responsibility to reinitiate the Entry. Bank will give Customer notice of any rejected or returned Entry in the usual manner agreed to by the parties.

b. Liability. Bank shall not be liable for any penalties assessed by reason of failure of Customer to make any tax payments. Interruption of the Service or performance hereunder for any reason shall not relieve Customer of its obligation to make any required tax payments, and Bank shall not incur any liability to Customer for failure by Customer to make any such payment. If Customer elects to make a tax payment by any means other than through Bank, Bank shall not be liable for any penalties or interest arising from any error in due date or other calculations for payments made within the period in which such other payment was made.

19. International (IAT) Entries

An IAT Entry is an ACH Entry that is part of a payment transaction involving a financial agency’s office that is not located within the territorial jurisdiction of the United States. As of the date of this Agreement, Bank does not permit Customer to initiate ACH Entries to a Receiver located in a country outside of the United States. Unless Bank agrees, in writing, that Customer may initiate IAT Entries, Customer understands and agrees that Customer’s failure to abide by such restriction may result in Bank’s decision to immediately suspend or terminate Customer’s ACH Services. If Bank agrees, in writing, that Customer may initiate such IAT Entries, Customer understands and agrees that any such IAT Entry will comply with all provisions of this Agreement and applicable NACHA Rules, and makes the following additional representations and warranties regardless of which entity initiates the IAT Entry on its behalf: (a) Customer is in compliance with, and the Entry complies with, all applicable laws, regulations and legal requirements of the United States including, without limitation, programs administered by the U.S. Department of the Treasury’s Office of Foreign Assets Control (OFAC) and the Financial Crimes Enforcement Network (FinCEN); (b) Customer is in compliance with, and the Entry complies with, the laws, regulations and payment system rules of the receiving country including, without limitation, any requirement to obtain the Receiver’s authorization whether oral, written or electronic; (c) Customer shall bear all risk that the laws, regulations or requirements of the receiving country may prohibit or otherwise preclude the processing, settlement, or transfer of the proceeds of the Entry, including without limitation, through blocking or other sequestration or seizure of funds; (d) Customer shall maintain either the original or a copy of any authorization required from the Receiver for the IAT Entry for the longest period of time

that Bank may be required to confirm or produce such authorization pursuant to any law, regulation or requirement of the United States, or law, regulation, payment system rule or requirement of the receiving country, and Customer shall make any such authorization available to Bank for inspection within a reasonable time from Bank's request, or the request of the Receiver; (e) Customer shall bear all risk and responsibility for any and all costs and losses, including without limitation reasonable attorney's fees, relating to foreign exchange conversion with respect to any IAT Entry; and (f) Customer's obligations and responsibilities with respect to IAT Entries, including without limitation as set forth in this Agreement and in the NACHA Rules, shall survive and continue in full force and effect following termination of Customer's ACH services or Customer's ability to generate IAT Entries with respect to any IAT Entry that Customer originates prior to the effective date of any such termination.

20. Third Party Vendors

If Customer initiates Entries through a third party vendor or processor ("Vendor"), Vendor is the agent of Customer and not of Bank. If Customer uses a Vendor, Customer shall be deemed to have authorized Bank to follow the instructions of such Vendor to the same extent and under the same conditions as would apply if the instructions came direct from Customer and Customer shall be responsible for ensuring that such Vendor fully complies with the NACHA Rules and this Agreement. Bank is not responsible for the acts or omissions of Vendor. For purposes of this Agreement, each Vendor shall be deemed an Authorized User.

21. Third Party Sender

If Customer is transmitting Entries as a third party vendor or processor on behalf of originators (each an "Originator" and collectively, the "Originators" as defined in the NACHA Rules)), Customer agrees to be bound by the applicable terms provided in this Section E and the NACHA Rules. Customer warrants to Bank that the Originator has agreed to assume the responsibilities of an Originator under the NACHA Rules and that ACH Entries shall not be initiated in violation of laws of the United States. Customer represents that it has executed an ACH agreement with each Originator and that the agreement binds the Originator to the NACHA Rules. Customer shall provide Bank with the list of Originators, copies of the agreements, and other information deemed reasonably necessary to identify the Originators within two (2) Banking Days of Bank's request. Bank reserves the right to review the list of Originators for which Customer is transmitting the Entries and to reject any in Bank's sole discretion. Customer, on behalf of the Originator, authorizes Bank to originate entries on behalf of the Originator to the Receivers' accounts. As Originator, Customer agrees that Bank shall not be liable for any and all claims, demands, expenses, losses, liabilities, and damages, including reasonable attorney fees and court costs at trial or on appeal that arise directly or indirectly from the failure of the Originator to perform its obligations as an Originator under the NACHA Rules. Customer further agrees to assume all applicable responsibilities, warranties and liabilities of the ODFI, as specified in the NACHA Rules. Customer shall cooperate fully and respond within five (5) Business Days to any inquiry from Bank relating to potential Rule inquiries or violations. Customer agrees that an annual NACHA Rules audit will be performed and available upon request by Bank within five (5) Business Days of request. For purposes of this Agreement, each Originator shall be deemed an Authorized User. Customer acknowledges that Bank is required to register all Third Party Senders to NACHA.

F. Wire Transfer Services

1. Introduction

As used in this Agreement, a "wire transfer" or "funds transfer" means the series of transactions, beginning with the originator's payment order, made for the purpose of making payment to the beneficiary of the order, as those terms are defined in Article 4A of the Uniform Commercial Code ("UCC") as adopted in the State of Texas, and not governed by the Electronic Funds Transfer Act or Regulation E. As used in this Agreement, the terms wire transfer or funds transfer also do not include an electronic funds transfer or "EFT" as those terms are defined in Bank's Consumer Deposit Account Agreement and Services Disclosure. Bank sends outgoing and receives incoming wire transfers through Fedwire (the funds transfer system owned and operated by the Federal Reserve Banks) or other third party networks as Bank considers suitable. Our wire transfer services will be dependent upon the

availability of such third-party network on conditions acceptable to Bank, in its sole discretion. All funds transfers and funds transfer services made available pursuant to this Agreement are governed by this Agreement, Subpart B of Regulation J of the Federal Reserve Board, OFAC regulations, Article 4A of the UCC, and the rules of any funds transfer system through which the wire transfer is made, including, without limitation, Fedwire. Except as otherwise expressly stated therein, wire transfers and wire transfer services made available to Customer pursuant to any separate wire transfer services agreement or addendum, including without limitation any Commercial Deposit Account Agreement and Services Disclosure, or Consumer Deposit Account Agreement and Services Disclosure, will be governed by such separate agreement or addendum. With respect to wire transfers and wire transfer services made available to Customer pursuant to such separate wire transfer services agreement, addendum, Commercial Deposit Account Agreement and Services Disclosure, or Consumer Deposit Account Agreement and Services Disclosure, in the event of a conflict between the terms of any such document, as applicable, and the terms of this Agreement, the terms of such other applicable agreement will prevail unless this Agreement specifically states otherwise. Customer agrees not to initiate or receive a wire transfer payment order in violation of applicable federal, state or local law. Customer will designate Authorized Signers and/or Authorized Users by corporate resolution or in such format or medium as Bank may agree, who shall be authorized to act on Customer's behalf to initiate payment orders and select advice methods or confirmation methods, and to provide any or all authorizations and instructions that may be requested by Bank. The Authorized Signers may appoint Authorized Users, who may include Authorized Signers. Bank may rely on any such authorization until it has been revoked in writing by Customer, and Bank has had a reasonable time to process any such revocation received from Customer.

2. Routing/ Deadlines

Bank may use means of transmission and routes, and intermediary and correspondent banks, that Bank determines in its sole discretion are suitable for each outgoing wire transfer. Bank will establish Deadlines after which Bank will not accept an incoming payment order to be processed on the day of receipt. Bank may establish different Deadlines depending on the method of the payment order selected by Customer and all such Deadlines are subject to change at Bank's sole discretion. Wire transfer payment orders received after the Deadline or on non-Business Days will be processed on the next Business Day. A wire transfer payment order shall be considered accepted by Bank when executed by Bank.

3. Payment Orders

a. Content of Payment Orders. Customer will supply to Bank any information Bank may reasonably request regarding any payment order (as that term is defined in the UCC as adopted in the State of Texas) initiated by Customer, including, without limitation, money amounts, affected accounts, dates of transfer, the beneficiary's name and account number, the routing number or bank identifier code ("BIC") of the beneficiary's financial institution, such additional information as Bank may reasonably request and, in conjunction with our security procedures set forth below, if Bank finds it necessary in Bank's sole discretion, further evidence of authority of any Authorized Signer or Authorized User (or other agent) to transfer funds or to do any other act contemplated utilizing this Service. Customer agrees to hold Bank harmless from any loss that occurs if Customer's instructions are incomplete, ambiguous, or incorrect. Customer further understands and acknowledges that Bank is not required to detect any Customer error contained in any payment order, or to seek clarification from Customer regarding ambiguous instructions.

b. Execution of Payment Orders. Customer authorizes Bank to debit Customer's Account(s) with Bank for payment orders delivered to Bank in accordance with this Agreement. Bank has no obligation to execute a payment order if the Account to be debited has insufficient collected funds to cover the order.

c. Processing Payment Orders. The order in which Bank processes wire transfer payment orders is determined solely by Bank, in its discretion.

d. Retraction or Revocation of Payment Orders. Except as otherwise indicated below with respect to standing payment orders or as Bank may

separately notify Customer in writing, Customer does not have any right to reverse, adjust or revoke any payment order after it has been received by Bank; provided, however that Bank may, without obligation, make a reasonable effort to act on such a request by Customer. With respect to a payment order already transmitted to the beneficiary's financial institution, at Customer's request Bank may (but is not obligated to) use its best efforts to retract or recover a payment from the beneficiary financial institution. Customer understands and agrees that the receiving institution is under no legal obligation to comply with this request. **IN ADDITION TO ANY OTHER INDEMNITY PROVISIONS SET FORTH IN THIS AGREEMENT, CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD BANK, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, EMPLOYEES, SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES, HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, COSTS, SUITS, DAMAGES, CLAIMS, LIABILITIES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING FROM OR RELATED IN ANY WAY TO ANY ATTEMPT BY BANK TO EFFECT SUCH RETRACTION OR RECOVER ANY SUCH PAYMENT.**

e. Rejection of Payment Orders. Bank may, but is not obligated to, reject any payment order from Customer, in whole or in part, if such payment order is not initiated in accordance with any applicable security procedure, if there is any inconsistency between a payment order and information previously supplied to Bank, if Bank is unable to obtain confirmation of such payment order satisfactory to Bank in Bank's sole discretion, if there are insufficient collected funds in Customer's account to fund the payment order, if the payment order involves funds subject to a hold, dispute or legal process preventing withdrawal of the funds, or if Bank has other reasonable grounds not to honor the payment order. Bank will notify Customer that it has rejected a payment order. Bank may also reject an incoming payment order if it has other reasonable grounds to do so.

f. Standing Payment Orders. If requested by Customer and agreed to by Bank, Customer may establish a standing payment order (a standing wire transfer request), which is one where the Customer provides specific and fixed payment instructions to the Bank for a payment order that is to be executed on a recurring frequency. Standing payment orders must have a currency amount, beneficiary, beneficiary's financial institution, and accounts to be debited and credited. Such information remains constant for subsequent payment orders. Customer shall provide Bank with the necessary information to execute the standing payment order, as Bank determines in its sole discretion, including, without limitation, the dollar amount to be transferred, the frequency of the order and the day of week or month when the payment order is to be executed. Customer may reverse, adjust or revoke a particular standing payment order prior to Bank's execution of the standing payment order, upon notice to Bank received by Bank at a time that provides reasonable opportunity to act upon such a request. Customer may terminate a standing payment order at any time upon receipt by Bank of a written notice, provided Bank is afforded a reasonable opportunity to act on such notice.

g. PIN Wire Transfers. If requested by Customer and agreed to by Bank, Customer may establish a PIN Wire Transfer Service, pursuant to a PIN Wire Transfer Authorization Form, or such other form as Bank may provide. The PIN Wire Transfer Service allows wire transfers to be conducted via telephone on or against Customer's account, with the use of an assigned PIN and caller identification. Customer shall provide Bank with the necessary information to execute a PIN Wire, as Bank may determine in its sole discretion.

h. Batch Wire Transfers

(i) Service Specifications. If requested by Customer and agreed to by Bank, Customer may initiate payment orders in batch form to Bank, subject to the provisions of this Agreement. Customer will comply with interface specifications established by Bank, including, without limitation, file formats and means of data transmission (the "Specifications"). Bank may furnish Customer with modifications to the Specifications and Customer shall implement such modifications as soon as reasonably practicable.

(ii) Wire Transfer Software. Customer shall be solely responsible for creating the computer programs to implement the Specifications ("Wire Transfer Software"). Customer shall implement passwords and other security devices commensurate with the highest level of security afforded by Customer to other computer programs and confidential information of Customer.

i. Charge Backs and Returned Items. Customer understands and agrees that Bank posts all non-cash items (such as checks) deposited to an account on a provisional credit basis subject to Bank's receipt of final payment by the payor bank on which the non-cash item is drawn, that Bank has no obligation or duty to verify that Customer has sufficient collected funds in Customer's account prior to Bank charging Customer's account for and sending any wire transfer requested by Customer, and that Bank can charge Customer or Customer's account for the amount of any deposited or cashed item if Bank does not receive final payment for the item or the item is returned unpaid or charged back to Bank for any reason.

4. Confirmation of Outgoing Wire Transfers

a. Confirmation Method. Unless waived by Customer, Customer and Bank shall agree in writing to the method of confirming payment orders received from Customer. Customer shall designate Authorized Users and/or Authorized Signers, as applicable, to initiate and verify payment orders. Bank strongly recommends that Customer institute dual control over initiation and verification of Customer's payment orders to confirm payment orders conducted through Internet Services. If Customer permits an Authorized User or Authorized Signer to both initiate and verify a payment order notwithstanding Bank's recommendation, Customer hereby authorizes Bank to process any wire initiated and verified by such Authorized User or Authorized Signer. Customer may add, change or delete the Authorized Users and Authorized Signers in accordance with this Agreement. In the event the designated Authorized Users or Authorized Signers with authority to verify are not available to verify a payment order, Customer agrees that Bank may, at its discretion, elect to process the payment order initiated by an Authorized User or Authorized Signers, as applicable. To the fullest extent permissible under applicable law, Customer agrees to be bound by any such payment order processed by Bank. In all instances, Bank may act on instructions that it believes in good faith were provided by an Authorized User or Authorized Signer.

b. Waiver of Confirmation. Bank recommends that Customer not waive confirmation of Customer's payment orders. If, however, Customer chooses to waive confirmation, Customer understands and agrees that Customer will be liable for all outgoing payment orders, whether or not authorized by Customer, to the fullest extent permissible under applicable law. Customer acknowledges that not using confirmation procedures substantially increases the Customer's risk of liability for an unauthorized wire transfer.

c. Confirmation of Wire Transfers Initiated through Electronic Bank Applications. Unless confirmation of payment orders is waived by Customer, the confirmation of payment orders initiated by Customer through Internet Services shall be verified and approved by Customer prior to their transmission to Bank. All payment orders shall be initiated and confirmed in accordance with the security procedures established for the relevant Service.

5. Liability for Unauthorized Wire Transfers; Security Procedures

Customer understands and agrees that Bank is not required to follow any instruction that violates this Agreement, or any security procedure agreed to between Customer and Bank, notice of which is not received at a time and in a manner affording Bank reasonable opportunity to act upon it prior to acceptance of a payment order.

a. Security Procedure. To the fullest extent permissible under Section 4A.202 of the UCC as adopted in the State of Texas, Bank and Customer agree that any security procedure selected will be deemed commercially reasonable if Customer chose the security procedure after Bank offered, and Customer refused, a security procedure that was commercially reasonable for the Customer under applicable law. If Customer adopts any security procedure other than as set forth in this Agreement, or any Treasury Services Form, addendum or separate wire transfer service agreement offered to Customer in conjunction with this Agreement or a Service, Customer will be deemed to have refused Bank's security procedure. Customer understands and

acknowledges that pursuant to this Agreement, Customer agrees to be bound by any payment order, whether or not authorized, issued in Customer's name and accepted by Bank in compliance with such security procedure chosen by Customer.

The following security procedure will apply to wire transfer requests processed pursuant to this Agreement. Before processing any such wire transfer request, Bank will:

(1) verify, from its records of Customer's account, that the individual in whose name the wire transfer request is made is identified as authorized to initiate an outgoing wire transfer for the subject account; and

(2) perform validation of the identity of the individual requesting the wire transfer:

(i) for wire transfers initiated in person through a banker, in addition to validation of identity pursuant to subsection (ii) below, by review of eligible identification documentation (Customer may contact Bank to confirm eligible identification documentation), and

(ii) for wire transfers initiated in person by telephone, electronic mail or facsimile transmission, and not governed by a separate security procedure under an applicable Treasury Management Services agreement, applicable Service Descriptions or Bank form agreed to in writing by Customer, Bank will complete a call back, using contact information for any Authorized Signer, Authorized User or signatory for Customer's account contained in our records of the account (in our sole discretion, to the Authorized Signer, Authorized User or signatory requesting the wire transfer or any other Authorized Signer, Authorized User or signatory on the account); provided,

(iii) that for standing payment orders or otherwise previously authorized, recurring wire transfers to the same beneficiary and beneficiary account number as included in prior wire transfer requests, Bank may not conduct a call back, in its sole discretion.

If Bank cannot reach an Authorized Signer, Authorized User or signatory on the account by telephone, processing of wire transfer request may be delayed.

Without limiting the foregoing, in addition to the foregoing security procedure, Bank reserves the right in its sole discretion to require additional authentication of individual wire transfer requests, including, without limitation, that the wire transfer request be submitted in writing bearing the signature of an Authorized Signatory, or Authorized User, or confirmed via a code sent by SMS message to a mobile device number associated with the account, and Bank further reserves the right to apply its confidential, proprietary system for analysis of certain transactions based on various characteristics.

Customer understands and agrees that Bank's security procedures are intended to verify authenticity of wire transfer requests made to Bank on Customer's behalf, and not to detect error in the transmission or content of the wire transfer request.

Customer further understands and agrees that it bears sole responsibility for establishing and implementing its own appropriate internal procedures and protocols to safeguard against unauthorized transmission of wire transfer requests and related instructions to Bank. Customer agrees to establish and implement appropriate internal procedures and protocols to safeguard against unauthorized disclosure of or access to Customer's systems and security-related information, such as user names, passwords, access credentials, and systems and equipment that access or interface with Bank and Bank's systems or equipment, and that Customer will take reasonable steps to maintain the confidentiality of its internal procedures, protocols, user names, passwords, PIN's, access credentials, other personally identifying information, codes, security devices and systems, and security-related information. Customer must immediately notify Bank of any loss or suspected compromise of any such information, systems or equipment. Customer agrees to confirm any such notification to Bank promptly in writing.

b. Unenforceability of Certain Verified Payment Orders. If a payment order is not an authorized order of the Customer but is effective pursuant to this Agreement or the security procedures in effect between Customer and Bank, Customer understands and agrees that Bank is entitled to enforce or retain payment of the order unless Customer proves that the order was not caused, directly or indirectly, by a person (i) entrusted at any time with duties to act for Customer or on its behalf with respect to payment orders or the security procedure(s), or (ii) who obtained access to Customer's transmitting facilities or who obtained, from a source controlled by Customer and without authority of the Bank, information (including, without limitation, any access device or computer software) facilitating breach of the security procedure, regardless of how the information was obtained or whether Customer was at fault.

c. Duty to Notify Bank of Unauthorized Payment Orders. Customer must exercise ordinary care and due diligence to determine whether a wire transfer to or from Customer's account was unauthorized or inaccurate. Customer will promptly report to Bank in writing any discrepancies between Customer's records and the notification of a payment order mailed, transmitted, or otherwise made available to Customer by Bank, including without limitation any unauthorized or inaccurate payment order. To the fullest extent permissible under applicable law, in no event will Bank be liable to pay Customer interest on any amount to be refunded in relation to an unauthorized payment order that is not effective under UCC Section 4A.202, or not enforceable in whole or in part under UCC Section 4.203, unless Customer notifies Bank in writing of the relevant facts within thirty (30) days after the date Customer receives any notification from Bank that the payment order was accepted or that Customer's account was debited with respect to the payment order. To the fullest extent permissible under applicable law, in no event will Bank be liable to Customer with respect to any subsequent unauthorized payment order submitted or requested by the same person(s) who submitted or requested the first such unauthorized payment order unless Customer notifies Bank in writing of the error or discrepancy in the subsequent payment order within thirty (30) days after the day that Bank mails, transmits or otherwise makes available notification to Customer that the subsequent payment order was accepted or that Customer's Account was debited with respect to the subsequent payment order.

6. Advices

a. Advices by Mail. Unless otherwise requested Bank will mail daily to Customer at the address provided to Bank notification(s) of all wire transfer(s) made. Customer will exercise ordinary care and diligence to determine whether a wire transfer to or from Customer's account was unauthorized or inaccurate.

b. Advices by Facsimile and/or Email. If Customer selects advices by facsimile ("fax") and/or email, Customer shall exercise extreme care in maintaining its own security in relation to the sending and receipt of fax and/or email advices. Customer acknowledges that the information to be sent or received by fax and/or email may include confidential information, including, without limitation, names, amounts, phone numbers, originating account information, and the text of incoming wires. Customer further acknowledges that it alone assumes full responsibility for maintenance of its internal security procedures to keep all such information confidential. To the fullest extent permissible under applicable law, Bank shall not be liable for any and all claims, demands, expenses, liabilities and damages, including attorney fees at trial and on any appeal or petition for review, incurred by Customer or Bank arising directly or indirectly from the transmission by fax and/or email of a wire transfer advice.

c. Waiver of Advice. Customer may waive its right under the UCC as adopted in the State of Texas from time to time to receive advices by so indicating on the applicable Implementation Documents or by submitting the request in writing to Bank.

7. International Wire Transfers

a. General. An "International Wire Transfer" means a wire transfer credited to an account located outside the borders of the United States, or that will be sent in currency other than U.S. Dollars.

International Wire Transfers across country borders are customarily completed by Bank through a correspondent. Unless otherwise agreed upon in writing, any fee, commission or charges assessed by the correspondent shall be passed on to the Customer or deducted from the wire transfer amount by the correspondent. Additionally, International Wire Transfers across country borders may incur additional fees or charges based on the routing of the wire through U.S. and foreign financial institutions. Payment to a foreign country is subject to the laws of the foreign country involved. Bank assumes no liability for delays, non-delivery or other events resulting from causes beyond Bank's control. In refunding unexecuted payment orders, Bank shall be liable to Customer only to the extent it receives payment from the correspondent financial institution processing the transfer. Cancellation of a wire transfer involving other than domestic currency is subject to any rate exchange loss as determined by Bank. Customer agrees to sell any canceled payment order to Bank at the then current applicable foreign currency buy rate.

b. Automatic Conversion. International Wire Transfers denominated or expressed in U.S. Dollars but instructed by Customer to be sent to an account denominated in foreign currency may, at Bank's sole discretion, be automatically converted by Bank or may be converted by an intermediary or correspondent bank, or by the receiving financial institution, at such entity's sole discretion, to the receiving financial institution's national currency prior to completion of transfer to such receiving financial institution, so long as the receiving financial institution is located in a country that, to Bank's then-current knowledge, readily accepts such previously converted funds. When such a currency conversion is made, Bank, intermediary or correspondent bank, or the receiving bank will determine, at such entity's sole discretion, the applicable currency conversion rate. Customer understands and agrees that Bank shall not have any liability to Customer for any loss or expense incurred by Customer arising from or relating to any such currency conversion. Customer must notify Bank prior to the transaction if the beneficiary of the International Wire Transfer requires that the payment be made in U.S. Dollars. If Customer has not so notified Bank, and should the receiving financial institution reject the incoming Wire Transfer due solely to Bank's automatic conversion to that financial institution's national currency, Bank shall reimburse Customer the actual amount of any fees assessed by such financial institution that are related solely to the rejection of the Wire Transfer due to Bank's automatic conversion.

c. Currency Conversion Requests. Customer understands and agrees that if Customer requests an International Wire Transfer be made in currency other than U.S. Dollars, Bank may convert the U.S. Dollar amount at Bank's applicable exchange rate in effect at the time of Bank's execution of the order for the specified foreign currency. Customer also understands and agrees that, should Bank not have an existing exchange rate in place for the specified foreign currency, then Bank will use reasonable efforts to convert the currency through reasonably available commercial or banking channels. Customer further understands and agrees that the exchange rate(s) used by Bank for such International Wire Transfers may vary from exchange rates established by governments or other financial institutions and may not be the lowest available rate available to Customer. If the financial institution designated by Customer to receive the International Wire Transfer does not pay the designated beneficiary or credit the beneficiary's account and the funds are returned to Bank, Bank shall not have any liability to Customer for any sum in excess of the amount of the payment order after Bank has converted the funds back from the foreign currency to U.S. Dollars using Bank's applicable rate of exchange in effect at the time Bank confirms the cancellation of the payment order to Customer. Bank shall not have any liability to Customer for any loss or expense incurred by Customer arising from or relating to any currency conversion requested by Customer.

8. Wire Transfer Numbers

Customer understands and agrees that Customer bears sole responsibility to correctly identify beneficiary information for all wire transfers. Customer's obligation to pay Bank the amount of the funds transfer is not excused in the event that the Fedwire message or otherwise the payment order or instruction does not identify the same account or financial institution of the intended recipient. When the intended recipient's identified name and account number is inconsistent, the payment may be made on the basis of the account number, as controlling, even if such account is not owned by the person or entity identified by name. With respect to incoming wire transfers that do not

indicate an account number recognizable to Bank, Bank may return the wire transfer to the sending financial institution without incurring any liability.

9. Reverse Wire Transfers

a. Authorized Debits. If requested by Customer and agreed to by Bank, Customer authorizes Bank to debit Customer's Account(s) upon receipt of a Fedwire drawdown request, and to send funds to the Requesting Bank. Each such transfer will be done on the Business Day Bank receives the incoming request from the Requesting Bank if the request is received within a reasonable time to determine whether Customer's Account has sufficient collected funds and to obtain access to the Federal Reserve network prior to the close of business.

b. Reverse Wire Funding. Customer agrees not to transmit any reverse wire request in excess of available collected balances on deposit in the designated Account(s). Bank may reject any reverse wire request in excess of the collected and available balance. Requesting Bank will be notified if the request is rejected by Bank.

c. Authorizations. Customer's authorization for reverse wire requests shall remain in effect until Customer gives written notice to Bank to the contrary. Bank will have a reasonable time to act on any written notice received from Customer.

d. Limitation on Bank's Liability. In consideration of Bank's compliance with this agreed authorization for reverse wire requests, Customer agrees that Bank's treatment of any debit for a reverse wire transfer, and Bank's rights with respect to it, shall be the same as if the entry were initiated personally by Customer. Bank shall have no liability if any such debit is dishonored.

e. Request for Credit. Bank may, at its sole and absolute discretion, submit a non-value, request for credit message (a "Drawdown") on behalf of Customer through Fedwire. Bank shall have no liability as to the results of any such Drawdown request.

10. Provisional Credit. Customer understands and agrees that when Customer's Account is credited for an incoming wire transfer, such credit shall be provisional until Bank receives final settlement for such wire transfer, and if final settlement is not received, Bank shall be entitled to a refund of the amount credited to Customer's account.

11. Disclaimer of Warranties. We do not and cannot warrant that our wire transfer services will operate without errors, or that any or all wire transfer services will be available and operational continuously and without interruption at all times. **WE PROVIDE WIRE TRANSFER SERVICES "AS IS" AND "AS AVAILABLE". IN ADDITION TO DISCLAIMERS OR WARRANTIES CONTAINED ELSEWHERE IN THIS AGREEMENT, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE WIRE TRANSFER SERVICES, WHETHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

G. Foreign Exchange Online (FXO) Service

1. Introduction

Bank may provide various client-initiated foreign exchange services (collectively, the "FXO Service") to Customer through Bank's Internet Services, for the purpose of purchase or sale of a stated amount of currency against a second currency in specified amounts at the current exchange rate available to Customer on a spot or cash basis ("FX Transactions"), initiated by Customer over the Internet, or by telephone. If requested by Customer and agreed to by Bank in writing, Bank may provide such FXO Service pursuant to the terms of this Agreement, any separate term document(s) for FX Transactions and any confirmations thereof, including without limitation all terms related to security procedures. Customer understands and agrees that the terms of any separate term documents for specific FX Transactions and related confirmations of the details of an FX Transaction are in addition to,

and not in place of, the terms set forth in this Agreement for the FXO Service; provided that, in the event of inconsistency between the term documents for specific FX Transactions and the terms of this FXO Service section, the terms of term documents for specific FX Transactions will prevail. Bank's FXO Service is only available to Customers who maintain a demand deposit account with Bank.

2. Customer's Authorized Users; Access

As a condition for using Bank's FXO Service, Customer shall complete and provide Bank's FXO Service documentation to Bank, including without limitation identification of all persons authorized by Customer to conduct FX Transactions, as Authorized Users. Once all documentation required by Bank has been provided, and Bank has granted Customer access to the FXO Service, Bank shall provide the administrator(s) designated by Customer the access device(s) required by Bank for Customer's access to the FXO Service. Customer understands and agrees, however, that all persons identified by Customer as Authorized Users in relation to the FXO Service shall be deemed authorized administrators, to administer Customer's use of the FXO Service including, without limitation, the authority to administer Customer's access to Bank's FXO Service web portal. Customer further understands and agrees that in all instances, Bank may act on instructions that it believes in good faith were provided by an Authorized User. Bank's FXO Service web portal shall be available only during normal business hours of Bank as established by Bank from time to time.

3. Procedures for Execution of FX Transactions

The following procedures apply to requests or instructions for the quotation, execution of and confirmation of FX Transactions, unless Bank and Customer have agreed otherwise in writing.

Customer, through its Authorized Users, may request, through Bank's FXO Service web portal or by telephone, and Bank in its sole discretion may (but is not obligated to) provide Customer by electronic means or by telephone, a quotation (a "Quote") at which Bank shall agree to execute an order for an FX Transaction. Any such Quote shall be deemed effective only upon acceptance confirmed by Customer to Bank within the time(s) and according to the means specified by Bank, at which time (and at no prior time) the parties shall be bound by the terms of the Quote, and Bank shall proceed to conduct the FX Transaction pursuant to the Quote. Customer understands and agrees that Customer shall have no right to cancel or reverse an FX Transaction once Customer has accepted the Quote. Bank may, in its sole discretion, cancel, reverse or amend an FX Transaction on Customer's request (in which event Customer shall reimburse Bank for all costs reasonably incurred by Bank in canceling, reversing or amending the FX Transaction). If not accepted by Customer within the time(s) and according to the means specified by Bank, the Quote shall terminate and shall be of no further force or effect. The time(s) specified by Bank including deadlines may vary depending upon the currencies involved and other factors in Bank's sole discretion. The terms of the Quote shall include (as applicable) the amounts of the currency or currencies to be purchased or sold by Bank and Customer, and the date specified by Bank on which delivery or payment is due from Customer to Bank and vice-versa under the FX Transaction (the "Value Date"). The Value Date generally will be within two (2) Business Days for most major currencies, subject to availability and currency cut-off times. Should the Value Date fall on a day that is not a Business Day, and therefore the FX Transaction is not reasonably able to be completed on such day, the Value Date may be the next Business Day. Except as otherwise set forth herein, Bank and Customer shall make their respective payment or delivery of currency on the Value Date, and in freely transferable funds. Should Customer direct Bank to settle an FX Transaction by debiting an Account held by Customer at Bank, Customer must maintain sufficient available funds in the Account to settle the FX Transaction at the time of the FX Transaction, and should sufficient funds not be available in the Account, Bank may, at its sole discretion and election and without liability, to the fullest extent permitted under applicable law, either cancel the FX Transaction or, without further notice of any kind, debit or withdraw funds from any Account of Customer held at Bank in an amount up to Customer's required payment or delivery obligation for the FX Transaction and apply such amount in satisfaction of Customer's payment or delivery obligation. In relation to the foregoing, should the currencies of Customer's Account to be debited and that of Customer's payment or delivery obligation under the FX Transaction be different, Bank may convert the

Account currency into the currency of the FX Transaction at the prevailing currency exchange rate as determined by Bank in good faith. Bank may in its sole discretion, but is not obligated to, issue a confirmation to Customer, directed to the person(s) identified to Bank in writing as the person(s) authorized to receive confirmations from Bank, for an executed FX Transaction.

4. Wire Transfers

Customer understands and agrees that Bank is authorized by Customer to execute and debit the designated Account(s) of Customer for wire transfer payment orders delivered to Bank via its web portal for FXO Services. Customer understands and agrees that any and all such wire transfer payment orders will be governed by the relevant sections of the Wire Transfer Services section of this Agreement, and any separate wire transfer terms and conditions issued by Bank and in effect at the time including without limitation all terms related to security procedures. Additional fees and costs that Bank separately discloses to Customer for related wire transfer and other services shall apply.

5. Representations, Warranties and Covenants

In addition to all other representations and warranties made in this Agreement (as applicable), Customer represents, warrants and covenants to Bank, to be deemed made and effective on the date of this Agreement and the date(s) on which Customer accepts any and all Quotes, that: (a) the person accepting the Quote on Customer's behalf or otherwise authorizing each FX Transaction on Customer's behalf is duly authorized by Customer to do so; (b) Customer intends and agrees that each FX Transaction made on a Quote accepted by Customer is binding and enforceable against Customer; (c) Customer is not entering into any FX Transaction for a speculative, trading or investment purpose; (d) Customer is acting as principal, and not as agent, with respect to each FX Transaction; and (e) Customer acknowledges and agrees that Bank shall not act as Customer's agent, advisor or fiduciary with respect to any FX Transaction; Customer is acting solely on its own assessment, or its independent advisor's assessment, of the FX Transaction.

6. Settlement Netting; Novation Netting

If on a given Value Date more than one delivery of the same currency would be due from Bank and Customer under two or more FX Transactions, then, at Bank's sole discretion and notice to Customer that Bank will proceed with Settlement Netting, Bank and Customer shall aggregate the amounts of such currency deliverable by them on the Value Date to arrive at a single currency obligation for each currency deliverable between the parties, and if one party's obligation in that currency on that Value Date would have been more than the obligation of the other party, then only the net difference between these aggregated amounts shall be delivered on the Value Date by the party owing the larger aggregate amount to the other party; if the aggregate amounts are equal, then no delivery of currency shall be made with respect to such FX Transactions. When proceeding with such Settlement Netting, Bank may calculate net payments on the day before or day of the Value Date, in Bank's sole discretion. Also, in Bank's sole discretion and notice to Customer that Bank will proceed with Novation Netting of FX Transactions having the same Value Date and same currencies, all such FX Transactions and their corresponding payment obligations shall be netted and combined into a single FX Transaction.

7. Default Events; Termination

Each of the following shall be deemed to be an event of default by Customer (a "Default Event") under these FXO Service terms:

- (i) the failure to pay or deliver (or Customer's available funds are insufficient to pay or deliver) to Bank when due any amount due under any FX Transaction in the currency and in the manner specified by Bank, if such failure is not cured in full by Customer immediately upon notice by Bank to Customer;
- (ii) Customer fails to perform or comply with any other obligation owed to Bank under any FX Transaction, if such failure is not cured in full by Customer within the time and in the manner specified by Bank to Customer;
- (iii) Customer makes any materially false representation to Bank under or in relation to these FXO Service terms or any FX Transaction;
- (iv) Customer commences or has commenced against it a bankruptcy, insolvency, receivership, liquidation, conservatorship, dissolution or winding-up proceeding;

- (v) Customer fails or is otherwise unable, in Bank's good faith determination and judgment, to pay Customer's debts or financial obligations as they become due;
- (vi) Customer repudiates or disclaims any FX Transaction; or
- (vii) any event or condition occurs which, in Bank's good faith determination and judgment, would allow the acceleration of any indebtedness owing by Customer to any person or entity.

On the occurrence of any Default Event, Bank, in its sole discretion, shall have the right to notify Customer of the Default Event, and either or both of the following: that Bank is terminating Customer's access to and right to use the FXO Service, and that all outstanding FX Transactions of Customer shall be terminated effective on any Business Day at least one (1) Business Day after and not more than ten (10) Business Days after the date of such notice. If Bank so notifies Customer that Customer's outstanding FX Transactions shall be terminated, Bank shall so terminate all outstanding FX Transactions of Customer on the date so designated, and shall calculate in good faith the net amount due and owing from or to Customer including the gains or losses of Customer as of such termination date in replacing or obtaining the equivalent of all such outstanding FX Transactions. In making any such calculation, Bank shall consider the pertinent terms of the terminated FX Transactions, and, as applicable, any loss, cost or gain incurred or received by Customer in the termination, liquidation or re-establishment of any hedge related to the terminated FX Transactions. All such net amounts due and owing from or to Customer shall be aggregated to net all such amounts to a single liquidated amount payable to or by Bank. Bank shall provide Customer with written notice of such aggregated amount, the date when such aggregated amount is due and payable, and, in reasonable detail, Bank's calculation of such aggregated amount.

8. Setoff

In addition to all rights of setoff as set forth in Customer's Deposit Agreement or any other agreement in place between Customer and Bank, or at law, Customer understands and agrees that when any Default Event has occurred, Bank shall have a general right, at Bank's sole discretion without obligation, and without further notice to Customer, (i) to set off or apply funds in any of Customer's Accounts (other than an IRA Keogh plan, tax-deferred retirement account, Health Savings Account, or certain trust accounts) up to and including Customer's account balance(s) with respect to any obligation of Customer owing to Bank in relation to any FX Transaction, and (ii) to set off any obligation of Customer owing to Bank in relation to any FX Transaction against any obligation of Bank owing to Customer in relation to any FX Transaction. Following any such set off, Bank shall give Customer notice of any such set off. Nothing in this section shall be deemed to create a lien or other security interest or charge.

9. Superseding Agreement and Required Reporting.

In the event that Bank and Customer hereafter enter into a foreign exchange master agreement including FX Transactions, or a standardized master agreement published by the International Swaps and Derivatives Association (collectively, a "Master Agreement"), then the terms of such Master Agreement shall supersede and replace these FXO Service terms, and shall govern FX Transactions between Customer and Bank. Notwithstanding any terms and conditions of this Section and Agreement, or any other agreement in place between Bank and Customer, Bank at all times shall be entitled to report information with respect to these FX Online Service terms and conditions and any and all FX Transactions as may be required by law or regulation, or as requested by any governmental authority, subpoena, or investigation.

H. Positive Pay Services

1. Introduction

Positive Pay Services are offered by Bank as the most effective way to minimize loss from fraudulent check issuance or payment. If Positive Pay Services are requested by Customer and agreed to by Bank, Customer and Bank agree that in the event of an inconsistency between this Agreement and applicable law, the provisions of this Agreement shall prevail to the extent permitted. Nothing in this Agreement is intended to limit Bank's right to return an item unpaid if there are insufficient available funds in the designated account.

2. Format Specifications

Customer shall comply at all times with Bank's format and data transmission standards for the Positive Pay Service. Customer agrees to issue checks, drafts, warrants or other items (collectively, "Items") in accordance with Bank's specifications and will change the Item format when requested to do so by Bank. Bank shall not be responsible for correcting or resolving processing problems caused by substandard quality magnetic encoding. Customer may be required to supply Bank with sample Items for testing.

3. Positive Pay

a. Customer Responsibilities. Customer shall designate to Bank all account(s) that are to be used with the Positive Pay Service ("Positive Pay Account(s)"). Customer will provide Bank with a file of all outstanding Items prior to activation of this Service although activation may not be withheld shall it be deemed necessary by Bank. On each day that an Item is written against the Positive Pay Account, Customer shall supply Bank with all required Item issue information prior to the Deadline established by Bank. Such information shall include, without limitation, the account number, the issue date, the Item number and the face amount. Customer shall be responsible for the accuracy and completeness of all information provided to Bank.

b. Bank's Responsibilities. In reliance on the information provided by Customer, Bank shall create a master issue file for each designated Positive Pay Account ("Issue File"). Excluding valid stop payment orders, all Items that match by serial number and amount to Bank's Issue File will be deemed properly payable and Bank is authorized to pay all such Items.

c. Exception Items. Each Business Day, Bank shall report to Customer any Items that do not match the Issue File ("Exception Items") and, if requested and available, provide the front and back images of those Items for that day's presentment; provided, however, no images shall be provided in the case of electronically converted Items. Customer agrees to review and make payment decisions on the Exception Items prior to Bank's established Deadline. If Customer's requested default setup is for Bank to pay all Exception Items, then Bank is authorized to finally pay any Exception Item unless Customer has instructed Bank to return the Exception Item prior to the established Deadline. If Customer's requested default setup is for Bank to return all Exception Items, then Bank is authorized to return any Exception Item unless Customer instructs bank to pay an Exception Item prior to the established Deadline. Bank may rely on any instructions received from Customer that Bank reasonably believes to be genuine. Bank shall have no responsibility for any liability, loss or damage resulting from: (i) payment in accordance with this Section of any Exception Item that is altered or unsigned or which bears the forged or unauthorized signature of Customer; (ii) the return of any Exception Item to the depository bank in accordance with this Section; or (iii) Customer's failure to meet Bank's established Deadlines. Customer may be required to place a stop payment order on any returned Exception Item, which shall be subject to Bank's customary stop payment fee. Bank's failure to report a discrepancy will not discharge Customer's obligation with regard to any Item and shall not obligate Bank to return any Item if it is otherwise properly payable.

d. Teller Positive Pay. All Positive Pay Accounts will interface with Bank's teller system unless otherwise agreed by Bank. Bank will compare Items presented for cash at a branch of Bank with Customer's Issue File if available. Customer agrees that Bank may refuse to cash any Item and such refusal will not be deemed to be a wrongful dishonor. In the event of dishonor, Bank will refer the presenter to Customer. Customer acknowledges that under some circumstances, issuance information submitted by Customer may not be reflected in Customer's Issue File until the opening of the following Business Day. Customer agrees to follow established procedures should it need to manually add an Item to the Issue File. Bank will make reasonable efforts to assist Customer, but Customer acknowledges that Bank may be unable to process such requests on a same day basis. In the event that Customer requests Bank not activate or temporarily deactivate teller positive pay, Customer agrees to assume all risk of loss for any Bank teller-cashed Item that would have been identified as an Exception Item prior to acceptance.

e. Payee Positive Pay. If Customer selects this option, Customer's Item stock shall first be tested to ensure it meets Bank's payee name readability

rate. Customer shall designate to Bank all Positive Pay Accounts that shall use Payee Positive Pay. In addition to the Item issue information provided by Customer for the positive pay service, Customer shall supply Bank with the payee name(s) for each Item issued by Customer. Customer shall be responsible for the accuracy and completeness of the payee information provided to Bank. In reliance on the payee information provided by Customer, Bank will compare the payee information on the Item with Customer's Issue File for Items presented in the back office and at the teller line. Customer acknowledges that Bank will not be able to validate payee information for electronically converted Items presented to Bank for payment. Bank may, in its sole discretion, impose variable parameters for which the payee information will not be reviewed for certain Items processed through the back office. If such parameters are imposed, Bank agrees to assume the risk of loss for an Item that would have been identified as an Exception Item solely on the basis of the payee information. Customer agrees to cooperate fully with Bank for the purpose of investigation and collection of such Item.

f. Teller Payee Positive Pay. If Customer selects this option, Customer shall designate to Bank all Positive Pay Accounts that shall use Teller Payee Positive Pay. In addition to the Item issue information provided by Customer for the positive pay service, Customer shall supply Bank with the payee name(s) for each Item issued by Customer. Customer shall be responsible for the accuracy and completeness of the payee information provided to Bank. In reliance on the payee information provided by Customer, Bank will compare the payee information on the Item presented for cash at a branch of Bank with Customer's Issue File. Customer agrees that Bank may refuse to cash any Item where the payee name is not an exact match and such refusal will not be deemed to be a wrongful dishonor. In the event of dishonor, Bank will refer the presenter to Customer. Customer acknowledges that under some circumstances, issuance information submitted by Customer may not be reflected in Customer's Issue File until the opening of the following Business Day.

4. Reverse Positive Pay

a. The Paid File. Customer shall identify all accounts subject to Reverse Positive Pay. When an Item is presented for payment against an identified Positive Pay Account, Bank shall notify Customer prior to the designated time, and in no case later than the Business Day following the day of presentment, of the Account number, Item number and amount of the presented Item (the "Paid File") and, if requested and available, shall provide Customer with the front and back images of the Items. By electing Reverse Positive Pay, Customer assumes all fraudulent and other risks associated with teller-cashed Items unless Customer provides standing instructions to Bank to disallow encashment at the teller line.

b. Payment Instructions. Customer shall compare the information provided by Bank with Customer's Item issuance records. Customer shall notify Bank prior to the Deadline established by Bank of Customer's decision on any reported Items that should be dishonored. Bank may rely on any instructions received from Customer that it reasonably believes to be genuine. Bank is authorized to finally pay any Item listed on the Paid File unless the Customer instructs Bank to return the Item prior to the established Deadline. Bank shall have no responsibility for any liability, loss or damage resulting from (a) a payment in accordance with this Section of any Item that is altered or unsigned or which bears the forged or unauthorized signature of Customer or (b) return of any Item to the depository bank in accordance with this Section. Bank reserves the right to require Customer to place a stop payment order on any Item to be returned. Any such orders will be subject to Bank's customary stop payment fee. Customer shall notify Bank by the designated Deadline if the Paid File has not been received from Bank. Bank will make reasonable efforts to provide the Paid File to Customer and honor Customer's instructions. Bank's failure to provide a Paid File will not discharge Customer's obligation with regard to any Item that was otherwise properly payable at the time of presentment.

5. Positive Pay – ACH Service

Positive Pay – ACH Service assists Customer in detecting fraud by electronically matching incoming ACH transactions to authorizations that Customer can create and manage online. If ACH Positive Pay Service is selected by Customer, Customer shall designate the account(s) maintained at Bank that are to be used with the ACH Positive Pay Service. Customer shall

create authorizations for incoming ACH Debit Entries that it desires to post to the Positive Pay Account. Customer shall be responsible for the accuracy and completeness of all information provided to Bank. Bank will allow incoming ACH Entries that match Customer's authorizations to post to Customer's Positive Pay Account. Incoming ACH transactions that do not match Customer's authorizations will be treated as Exception Items, and Customer agrees to monitor, review and make payment decisions on the Exception Items prior to Bank's established Deadline. If Customer's requested default setup is for Bank to pay all Exception Items, then such Exception Items shall remain paid unless Customer has instructed Bank to return one or more Exception Items prior to the established Deadline. If Customer's requested default setup is for Bank to return all Exception Items, then Bank is authorized to return all Exception Items unless Customer instructs bank to pay one or more Exception Items prior to the established Deadline. Bank shall have no responsibility for any liability, loss or damage resulting from: (a) payment in accordance with this Section of any exception item that is unauthorized; (b) the return of any exception item to the Originator in accordance with this Section; or (c) Customer's failure to meet Bank's established Deadlines. Bank's failure to report a discrepancy will not discharge Customer's obligation with regard to any item and shall not obligate Bank to return any item if it is otherwise authorized.

6. Recommended Security Procedures

Bank considers its Positive Pay Services and ACH Block Maintenance Service described below to be included within Bank's security procedures for protection of fraudulent activity against Customer's Account(s). Customer acknowledges the availability of these Services and their effectiveness in controlling the risk of unauthorized Items and transactions. To the fullest extent permissible under applicable law, by waiving enrollment in Positive Pay Services and/or ACH Block Maintenance Service, or by choosing not to use or failing to use such Services in accordance with their applicable terms, Customer understands and agrees that Customer has assumed the risk of any losses that reasonably could have been prevented if Customer had used the Positive Pay Services and/or ACH Block Maintenance Service, as applicable, and that Bank has exercised ordinary care in the payment of Items or transactions drawn or paid against Customer's Account as provided by Articles 3, 4 or 4A of the Uniform Commercial Code as adopted in the State of Texas, or as otherwise provided in the NACHA Rules.

I. ACH Block Maintenance

If Customer elects and Bank agrees to offer the ACH Block Maintenance Service, Bank will return each ACH Debit Entry Bank receives for payment from Account(s) except for those Entries specifically authorized by Customer as indicated on the Service Documentation. Customer waives any claim of wrongful dishonor or return associated with any Entry that is so returned and agrees that Bank will not provide other notice of the receipt or return of any such Entry. Customer further requests Bank to allow only Entries indicated on applicable Service Documentation as it may be modified from time to time. Such modifications shall not be binding upon Bank until it has received the required written notice and has had a reasonable opportunity to act on such instructions.

J. Remote Deposit Services

1. Introduction

Customer subscribes to, and Bank agrees to provide, as part of the Services, Remote Deposit Services. The Remote Deposit Service enables Customer to submit to Bank, for deposit to Customer's account(s), electronic check images and associated information ("Check Image(s)") in lieu of the original checks from which such Check Images were obtained.

2. Laws, Rules and Regulations

Customer agrees to comply with all existing and future operating procedures used by Bank for processing of transactions. Customer further agrees to comply with, and to be bound by, all applicable state or federal laws, rules and regulations affecting the use Check Images, including but not limited to, rules and procedural guidelines established by the Texas Department of Banking, the Federal Deposit Insurance Corporation ("FDIC"), Federal Trade Commission ("FTC"), the Federal Reserve, National Check Exchange ("NCE"), Small Value Payments Company ("SVPCo"), Viewpointe, Endpoint Exchange, Electronic Check

Clearing House Organization (“ECCHO”) and any other clearinghouse or other organization in which Bank is a member or to which rules Bank has agreed to be bound or is bound by operation of law.

3. Equipment and Software

Bank is not responsible for and shall not be liable with respect to any loss or damage to Customer with respect to, any failure of the equipment, software or services or any failure in the transmission of any Check Image to Bank. Notwithstanding anything in this Agreement to the contrary, if Bank provides any software in connection with the Service, Customer may use that software on only one machine. The software may not be provided to an agent without Bank’s prior written consent, which may be conditioned upon the agent’s agreement to contractual terms that are acceptable to Bank. Bank is not responsible for any computer virus or related problems that may be associated with using electronic mail or the Internet to deliver Services. Bank is not responsible for any errors or failures resulting from defects in or malfunctions of Customer’s computer hardware or software. Bank advises Customer to scan its computer hardware and software on a regular basis using a reliable computer virus detection product in order to detect and remove computer viruses.

4. Images and Deposit Deadlines

Customer shall submit Check Images to Bank in such format, and with such associated check information, as Bank may specify from time to time. Check Images will be deemed to have been accepted by Bank for deposit on the date that the deposit is acknowledged by Bank’s systems. Unless otherwise specified, acknowledgement of deposits will be in the Central Time Zone. The Deadline for same day credit is communicated via the Service Documentation. Deposits made after the Deadline will be posted the following Business Day. Availability of deposits is based on Bank’s normal availability schedule as in effect from time to time unless Bank and the Customer have agreed on a different availability schedule. Bank reserves the right to reject any single Check Image or group of Check Images for any reason, before or after confirmation.

5. Transmission of Deposits

To ensure accuracy, Customer shall balance the deposit dollar amount to the sum of the Items (“Balanced Deposit”) prior to transmitting the Deposit in accordance with the procedures. Customer may send multiple deposits to Bank throughout the day unless otherwise specified by Bank. Bank may establish a daily limit of the total dollar amount of deposits transmitted by Customer on a single day (“Deposit Limit”). The Deposit Limit will be determined based on the typical dollar amount of deposits transmitted by Customer on a single day and may be adjusted based on underwriting criteria established by Bank. If the total dollar value of the deposit exceeds the Deposit Limit, Bank may, at its option, refuse to accept the deposit that exceeds the Deposit Limit, or Bank may accept and process the deposit. Customer agrees not to exceed the Deposit Limit. Bank reserves the right to change the Deposit Limit. These modifications are effective immediately and may be implemented prior to Customer’s receipt of the newly established Deposit Limit. Customer may contact Bank at any time to verify the current Deposit Limit.

6. Representations and Warranties

Customer warrants and represents, with respect to each Check Image submitted to Bank, that: (a) Customer is authorized to deposit each Check Image; (b) the Check Image accurately represents all of the information on the front and back of the original check, and that all such information is legible on the Check Image; (c) no person will receive presentment of the original check, a substitute check based on the original check, or a paper or electronic representation of the original check or a substitute check, such that that person will be asked to make a payment based on a check that it has already paid; (d) each Check Image meets the ANSI X9.37 standards for image quality (or such additional standard as may be adopted from time to time); (e) both the Customer and the clients with whom it does business are reputable and are not using Bank as a conduit for money laundering or other illicit purposes; and (f) transactions processed by Bank are not prohibited by any applicable law, regulation, rule, order or judgments.

7. Physical Check Retention and Internal Controls

Customer shall assume all responsibility for destroying the imaged physical

checks with a minimum retention of sixty (60) days after processing. Physical checks shall be stored in a secure manner during the retention period and shall be properly shredded in accordance with industry standards after the retention period has expired. Upon request, Customer shall allow Bank to review Customer’s controls with respect to the storage and destruction of the physical checks and adhere to Bank provided best practices and procedures. Customer shall provide written notice to Bank of any changes to the information provided by Customer to Bank, including but not limited to: additional locations, any change in business, any new business, the identity of principals and/or owners, the form of business organization, type of goods and services provided, and method of conducting sales. Such notice must be received by Bank within five (5) Business Days of the change. Further, upon Bank’s request, Customer shall provide updated information within five (5) days of such request. Bank retains the right to (a) review Customer’s Item and business activity from time to time to confirm Customer is conducting business as stated by Customer at the time of the execution of this Agreement, and (b) re-price or terminate Bank’s services based on changes to the facts previously stated by Customer.

8. Foreign Deposited Items

Customer shall not scan any foreign Items for deposit, even if they are in U.S. Dollars. Bank cannot allow any Item drawn on a foreign bank to be scanned and sent via electronic image. Examples of items that would not be accepted are those drawn on Banks in Canada, Mexico, or Europe, among others.

9. Endorsements

Customer is responsible for proper endorsement of checks and Check Images prior to submitting the same to Bank for deposit via Remote Deposit Services, including, without limitation, the inclusion of any restrictive endorsement language required by Bank. Customer understands and agrees that all items deposited by Customer via Remote Deposit Services must contain the restrictive endorsement “For mobile deposit at PlainsCapital Bank only” followed by the Customer’s account number and date of deposit. Customer further agrees to indemnify and hold harmless Bank, as set forth in and in addition to all matters addressed in Section A(10) of this Agreement, from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorney’s fees) arising from or relating to the deposit of the original check at any other financial institution or business. Additionally, Customer may request that Bank endorse checks electronically in lieu of physical endorsement if transmitted to Bank through Remote Deposit Services software. In such case that Customer directs Bank to make an electronic endorsement, Customer shall indemnify and hold Bank harmless for any endorsement made on Customer’s behalf.

10. Substitute Checks

Customer shall not scan any substitute checks for deposit. Substitute checks are printed representations of the original check that were converted to paper from an electronic image.

11. Contingency Plan

Customer agrees that in the event that Customer is not able to capture, balance, process, or otherwise transmit a deposit to Bank for any reason, including but not limited to communications, equipment or software outages, interruptions or failures, Customer will transport the physical checks and deposits to the closest office of Bank and deposit the original checks with Bank until such time that the outage or other interruption can be identified and resolved.

K. Lockbox Services

1. Lockbox Service Requirements

Bank provides retail and wholesale lockbox services (“Lockbox Services”) in house or through third party vendors to assist Customers in expediting receipt of their remittances. As it relates to Lockbox Services, “Bank” shall have the meaning of Bank and / or third party vendor where applicable. Customer agrees to terms of this entire Agreement where applicable to third party vendors. Customer will have its customers forward their payments to the location designated by Bank (“Lockbox”). Prior to initiation of Lockbox Services, Customer must maintain a demand deposit account with Bank.

2. Access to Mail

Customer authorizes Bank to pick up mail at the appropriate postal facility, to have custody of the keys or combinations and unrestricted and exclusive access to such box, and to collect the mail therein to be processed by Bank as agreed by the parties. Bank shall process remittances in accordance with its standard procedures or in accordance with prior instructions received from Customer and agreed to by Bank. Upon termination of Customer's Lockbox Service, mail will be marked "Return to Sender" unless otherwise instructed by Customer.

3. Proprietary Rights

Bank possesses all proprietary rights to written material, including, without limitation, all computer programs written for Bank's Lockbox processing system, portable media, listings, and other documentation originated and prepared by Bank. Customer shall not duplicate, sell, or use in any manner such programs or documentation without the prior written consent of Bank.

4. Collections/Availability

Unless otherwise agreed, while Customer receives Lockbox Services, all collected funds held in the account shall be deemed to be Customer's funds for all purposes, including adjustment, attachment, execution, garnishment and other forms of legal process. The crediting and collection of items will be handled under the same agreement as applied to other commercial deposits and shall be subject to Bank's then current funds availability schedule.

5. Transmission of Information

Bank shall transmit to Customer remittance information or other information received at the lockbox ("Lockbox Information") via secure electronic transmission. Customer acknowledges that the Lockbox Information may include consumer information that is confidential and may be subject to privacy laws and regulations, including unauthorized access or breach notification regulations. Customer further acknowledges that Bank has a duty to protect Lockbox Information and ensure that it is safely delivered to Customer and that Bank has deemed secure electronic transmissions to be the safest mechanism for delivery. If Customer elects to receive the Lockbox Information using other delivery means including paper reports, CDs, DVDs, or other portable electronic media, Customer acknowledges that such delivery means are susceptible to risk and agrees that Bank shall not be liable for any obligations, liability or losses that results from the non-receipt, disclosure, dissemination, alteration or unauthorized access of the Lockbox Information.

6. Retail Lockbox Processing

Bank is authorized to open each envelope and remove the contents, disregarding all notations and other marks on the envelopes. Bank shall not examine checks or other items with respect to payee names, check dates and check signatures. Bank is not required to retain remittance envelopes or forward them to the Customer. Bank will disregard any restrictive notation on any check, including but not limited to "paid in full", whether preprinted or handwritten, and shall treat any such check as though such language did not appear thereon. Bank will process, endorse and deposit remittances in accordance with its standard procedures. If Bank is unable to determine the amount of a check, such check will be forwarded to Customer as non-processable. Bank will deliver miscellaneous enclosures, non-processable transactions and remittance data in accordance with the Implementation Documents. Payment coupons and envelopes submitted to Bank for processing must meet the specifications designated by Bank from time to time. All changes in coupon and return envelope design are subject to prior testing and approval by Bank. Bank may adjust the price for processing Customer's payments if changes are made to Customer's coupons and/or envelopes (including coupon scan line configuration) without such prior approval.

7. Wholesale Lockbox Processing

Bank is authorized to remove and examine the contents of each envelope in accordance with Bank's wholesale lockbox servicing guidelines and shall observe the following guidelines provided in this Section unless otherwise dictated by Customer in accordance with the Service Documentation. Bank shall capture, format and send remittance data to Customer via information reporting or data transmission in accordance with the Service Documentation. Customer shall not use any form of prepaid business reply mail envelopes for

its lockbox remittances and shall review any proposed envelope changes with Bank prior to use.

a. Check Date. Bank will not examine any checks or other items with respect to check dates.

b. Check Amount. If Bank is unable to determine the amount of a check, such check will be forwarded unprocessed to Customer as an exception.

c. Payee. Checks made payable to the acceptable payees listed in the Service Documentation or any reasonable derivation thereof are acceptable for deposit. Checks made payable to others will be returned by Bank as exceptions.

d. Missing Signature. In the absence of a signature, Bank will process the check.

e. Exceptions. If a check is treated as an exception, it will be forwarded by Bank to Customer with the remittance data, and not deposited or otherwise reflected in the account of Customer.

f. Correspondence. Any correspondence, invoices and miscellaneous enclosures which are included with a payment, as well as any envelope that does not contain a check, will be returned to Customer.

g. Notation. Customer agrees that Bank shall make reasonable efforts to act on Customer's instructions regarding checks containing "paid in full" or other restrictive notation, whether preprinted or handwritten. Customer further agrees that Bank shall not be liable for identifying or failing to identify such notations.

8. Imaging Services

If Customer elects and Bank agrees to provide imaging services for all Customer remittance, correspondence, and checks, Customer agrees that Bank shall destroy all original documentation in a period not to exceed thirty (30) days unless otherwise requested by Customer. Customer also agrees that if document retention services are requested beyond thirty (30) days, additional fees may apply.

L. Controlled Disbursement Services**1. Disbursement Account**

If requested by Customer and agreed to by Bank, Customer will open and maintain a demand deposit account ("Disbursement Account") and a primary funding account ("Funding Account") in accordance with Bank's Deposit Agreement. Bank reserves the right to require customer to use Bank's positive pay service in conjunction with the use of Disbursement Account(s). Customer hereby authorizes and directs Bank to act on its behalf and as its agent, as Bank in its sole discretion deems necessary or advisable, in performing any of the Controlled Disbursement Services and related Services.

2. Funding Procedures

On each Business Day, Bank shall electronically provide Customer with a report of the total aggregate amount of all presented disbursement checks to the Disbursement Account (the "Total Clearings"). Customer agrees to maintain sufficient collected balances in the Funding Account by the established deadline to fund the Total Clearings. Bank is hereby authorized to debit the Funding Account in an amount equal to the actual or estimated Total Clearings and to transfer funds in said amount for credit to the Disbursement Account. Bank reserves the right to convert the Disbursement Account into a standard prepaid checking account at any time upon notice to Customer. If Customer elects and Bank agrees to allow ACH disbursements drawn on the Disbursement Account, Customer agrees to utilize Bank's primary Routing Number (111322994) for those ACH disbursements. Customer also acknowledges that the Total Clearings report will only reflect total disbursement checks drawn on the Disbursement Account and agrees to fund the entire amount of ACH disbursements in addition to Total Clearings.

3. Special Circumstances

Customer acknowledges that Bank, under some circumstances beyond its control, may at times be unable to provide a report of the total amount of its

Total Clearings early enough for Customer to make a complete and acceptable funding of the accounts. Customer nevertheless agrees to fund the Funding Account completely by using an estimate of the Total Clearings.

4. Return of Items Unpaid

Bank reserves the right, with reasonable notification, to return unpaid any or all Items presented for payment against the Disbursement Account in the event that: (a) there are insufficient collected and available balances on deposit in the Funding Account by the established deadline to fund the Total Clearings; (b) debits cannot be posted because the Disbursement Account or Funding Account is frozen, blocked, closed or because of any other condition; or (c) any communications failure or other condition prevents Bank from monitoring Customer's Items presented for payment.

5. Stop Payment Orders

Customer may issue stop payment orders on Items drawn on the Disbursement Account in accordance with Bank's procedures.

M. Cash Vault Services

1. U.S. Currency

The Terms "cash", "coin", "note", "check" and "currency" as used herein shall refer to coin and currency of the United States. Customer shall not deposit coin or currency of any other country.

2. Account

All deposits of cash, currency, coin, notes and checks will be credited to, and all withdrawals of cash, currency, coin, notes and checks will be debited against, Customer's deposit account at Bank which Customer has designated as being covered by the Services described herein.

3. Deposits

a. Customer shall supply and maintain clear, disposable, and tamper proof plastic bags for deposits. Plastic bags shall be sealed according to manufacturers' instructions. Customer will prepare deposits in good order as follows: (i) currency will be batched separately with each accompanied by a deposit ticket fully completed by Customer; (ii) currency will be banded with one hundred (100) notes of the same denomination whenever possible; (iii) deposits will be delivered by Customer's certified armored carrier to the secured facility specified by Bank; and (iv) to receive same date credit, deposits must be made prior to the daily cut-off time established by Bank from time to time; any deposits received by Bank after its daily cutoff time may be considered to have been received on the next Business Day.

b. Bank will process Customer's deposits as follows: (i) deposits will be receipted and conditional (subject to verification) credit assigned based on the amount identified on the deposit ticket; (ii) deposit tickets that are missing, blank or do not contain legible "declared balances are subject to delayed ledger credit of one Business Day; and (iii) coins and currency will be counted and Bank's count will be the valid and controlling count.

c. If there is a currency and coin variance from the declared amount on Customer's deposit ticket, Bank shall adjust Customer's currency and coin deposits through a separate debit or credit to Customer's account. Any such adjustment shall not be reflected on Customer's deposit ticket. Deposit tickets containing a declared total that includes check deposits, may require a separate and additional adjustment for any variances to Customer's check deposits. Bank will notify Customer by means deemed appropriate by Bank of any deposit for which Bank's count varies from Customer's count. Upon request, Bank will provide Customer with any available information which may assist Customer in reconciliation of the difference.

d. Deposited items will be deemed received on the day of delivery if Bank receives the deposit prior to Bank's established Deadline. Deposits will be processed in accordance with normal Bank procedure and any applicable availability schedules. All deposits made by Customer shall be subject to verification and adjustment by Bank. Bank's verification shall be deemed correct and binding upon Customer for all purposes, absent manifest error.

4. Withdrawals

a. Bank may provide Customer with United States currency and coin in designated denominations from time to time as requested by Customer ("Change Orders"). All Change Orders will be charged to the account designated by Customer and must be picked up by Customer's agent. Only armored couriers may pick up Change Orders directly from a cash vault operated by Bank. Bank may release any Change Order to any individual that Bank reasonably believes to be Customer's agent. Customer shall be responsible for any Change Order after receipt thereof by the agent. Bank may specify a daily Change Order limit and Customer agrees that it will not initiate a Change Order in excess of the designated limit. In no event shall Customer initiate a Change Order in excess of the immediately available funds in the designated account.

b. Customer may order currency and coin from Bank as follows: (i) the preferred order for currency is in standard full strap quantities only; (ii) coin may be ordered in standard full box units (50 rolls), individual rolls or loose standard bags only; (iii) a charge for the face value of the monies ordered will be made to the Account on the day the order is processed by Bank; (iv) orders for coin and currency may be placed no later than the Deadline established by Bank from time to time for delivery on the next Business Day (depending on Customer's location, select cash vault sites may require a minimum two-day lead time for coin and currency orders); and (v) Bank must be notified of any discrepancies pertaining to currency or coin orders within two Business Days of receipt by Customer of such currency or coin. Customer must return documentation to back-up outages such as strap, coin, wrapper and/or box.

5. Carrier Service

Any carrier service utilized to deliver or secure coin, currency or other property to or from Bank will act as the agent of Customer and not of Bank. Customer and carrier shall agree upon the delivery days and times. Customer will bear the entire risk of loss of coins, currency or other property of Customer when in the custody or control of Customer's carrier service.

6. Representations

Customer represents and warrants to Bank that (a) all funds deposited with Bank will be the proceeds of, and all funds ordered and withdrawn from Bank will be intended for use in, Customer's lawful activities and (b) all of Customer's transactions hereunder will be conducted solely on Customer's behalf and not on behalf of any other person or entity.

7. Regulatory Compliance

Customer shall provide Bank immediately upon request with any information, and otherwise shall cooperate with Bank in every way necessary in order to enable Bank to fulfill its obligations with respect to the reporting of transactions in coin and currency or any other regulatory requirement.

8. Cash Vault Agents

Bank from time to time may use any third party or agent of Bank's choosing, at its sole discretion, to receive Customer's deposits, to deliver Customer's coin and currency orders, or to perform any other Cash Vault Services of Bank hereunder. Bank will provide Customer with all necessary instructions for contact with any such third party or agent. Except as otherwise specified herein, Bank's use of such a third party or agent shall not relieve Bank of its obligations or liabilities hereunder. Bank's ability to provide Cash Vault Services may depend upon its ability to provide or obtain access to a third party or agent, and in the event Bank determines, in its sole discretion, that it is unable to provide or obtain such access, Bank may discontinue the Cash Vault Services and shall have no liability to Customer for the unavailability of the Service.

In order to facilitate customer Change Order requests through a third party or agent, Bank may require a minimum lead time of one (1) Business Day, and in some cases longer, in order to fulfill the request. In all cases a customer's account will be debited the date the order is prepared, not the date of receipt.

Additionally, if cash vault deposits are accepted and processed through a third party or agent, funds will be made available one (1) Business Day after the third party or agent has reported the deposit. All deposits are subject to the accurate and timely reporting of the third party or agent.

N. Collection Items

1. Introduction

If requested by Customer and agreed to by Bank, Customer may initiate and receive collection items regarding automobile drafts (“Automobile Drafts”), oil and gas lease drafts (“Lease Drafts”), insufficient funds checks (“NSF Checks”) and foreign dollar checks (“Foreign Checks”) (Automobile Drafts, Lease Drafts, NSF Checks and Foreign Checks are sometimes referred to herein individually as a “Collection Item” and collectively as “Collection Items”) through Bank, pursuant to the additional terms and conditions contained in this Section.

2. Compliance with Codes/Law

In addition to all other laws and regulations applicable to this Agreement, this Section is specifically and additionally subject to all applicable provisions of the Uniform Rules for Collections 522 (“URC 522”) (together with applicable provisions of the Uniform Commercial Code as adopted in the State of Texas, the “Codes”), the sanctions, laws, regulations and orders administered by Office of Foreign Assets Control, and all other applicable federal, state and local laws.

3. Preparation of Collection Items

a. Incoming Collection Items. Bank shall prepare all incoming Collection Items and related trust receipts.

b. Outgoing Collection Items. Customer shall prepare and deliver to Bank all outgoing Collection Items in accordance with the terms hereof, including the additional collection requirements set forth in the Service Documentation (the “Additional Collection Requirements”). Bank shall transmit outgoing Collection Items in accordance with the terms hereof, including the Additional Collection Requirements.

4. Processing and Settling Collection Items

Bank shall process and settle Collection Items in accordance with the terms hereof and the requirements of the Codes. Collection Items shall be deemed received by Bank when actually received at one of Bank’s collection locations (each, a “Collection Location” and collectively, the “Collection Locations”) set forth in the Additional Collection Requirements. Bank is under no requirement to process any Collection Item that does not conform to the terms of this Agreement. Bank shall notify Customer of the receipt of any nonconforming or returned Collection Item within one (1) Business Day of Bank’s receipt thereof; provided, however, that Bank shall have no obligation to resubmit a returned Collection Item.

5. Credit for Outgoing Collection Items

Customer may receive immediate ledger credit for deposited Automobile Drafts only, so long as Customer’s Account with Bank is subject to negative collected balance assessments. Credit to Customer for Collection Items other than those subject to the terms of the preceding sentence shall be given upon Bank’s receipt of funds from the collecting bank.

6. Payment for Collection Items

a. Incoming Collection Items. Customer shall pay all incoming Collection Items identified as “Site Collection” within three (3) Business Days of receipt thereof. Customer shall pay all other Collection Items within the time prescribed for each specific Collection Item. If payment from Customer for a Collection Item is not received by Bank on or before the Bank’s due date, Bank may either return such Collection Item to Customer or debit Customer’s Account for payment.

b. Outgoing Collection Items. Bank shall debit Customer’s Account (i) for any outgoing Collection Item for which Customer received credit and for which payment in full has not been received by Bank on or before thirty (30) calendar days from the date that such Collection Item was processed by Bank, and (ii) for any outgoing Collection Item that is returned to Bank without payment.

7. Customer Account

Bank may, without prior notice or demand, obtain payment of any amount due and payable to it under this Agreement by debiting Customer’s accounts

identified in the Collections Authorization Form to be provided by Bank upon request. Customer shall at all times maintain a balance of available funds in such accounts sufficient to cover its payment obligations under this Agreement. In the event that there are not sufficient available funds in such accounts to cover Customer’s obligations under this Agreement, Customer agrees that Bank may debit any Account maintained by Customer with Bank in order to obtain payment of Customer’s obligations under this Agreement. Upon request of Bank, Customer agrees to promptly provide to Bank such information pertaining to Customer’s financial condition as Bank may reasonably request.

8. Account Reconciliation

Collection Items processed by Bank or credited to Customer’s Account maintained with Bank will be reflected on Customer’s periodic statements issued by Bank with respect to the Account pursuant to the Deposit Agreement. Customer agrees to notify Bank promptly of any discrepancy between Customer’s records and the information shown on any periodic statement in accordance with the Deposit Agreement.

9. Data Retention

Customer acknowledges that it is bound by, and agrees to comply with, all applicable provisions of the Codes, and the State of Texas Retention Guide, with regard to Customer’s responsibilities to retain Collection Items and related source documents. Customer agrees to provide Bank with copies of any such documents upon request by Bank.

10. Exposure Limits

Customer agrees that the ability to deposit Collection Items is subject to and limited by Exposure Limits determined by Bank in its sole and absolute discretion, which Exposure Limits may be adjusted by Bank from time to time upon fifteen (15) days’ written notice to Customer. For purposes hereof, Exposure Limits are limits to the total deposited amount of Collection Items for which a corresponding Collection Item payment has yet to have been received.

11. Collection Authorized Users

a. Customer may designate authorized agents or individuals (each, a “Collection Authorized User” and collectively, “Collection Authorized Users”) by completing the Collections Authorization Form, to act on behalf of Customer with regard to Collection Items. Customer may change Collection Authorized Users at any time by completing and delivering to Bank a new Collections Authorization Form; provided, however, that any such changes will not be effective upon Bank until Bank’s Central Collection Department has received such Collections Authorization Form and has had a reasonable opportunity to act thereon.

b. If Customer believes or suspects any Collection Items to have been obtained from Bank by unauthorized persons, Customer agrees to immediately notify Bank. Notwithstanding the foregoing, no such notice shall affect the good faith Collection Services of Bank made prior to receipt of any such notification and Customer shall remain liable for the same.

c. Any Collection Item (or any request for cancellation, return or amendment of a Collection Item) received by Bank in good faith, which purports to have been authorized by Customer in accordance with the terms of this Agreement, shall be deemed a valid Collection Item or request and a valid obligation of Customer.

d. Bank may rely, and shall in no event incur any liability with respect to any action taken or omitted to be taken in reliance, upon any representation by an individual purporting to be a Collections Authorized User and having the reasonable appearance of one who is authorized to act as such pursuant to the Collections Authorization Form, and Bank shall not be responsible nor liable in any respect for any lack of actual authority of any such person.

12. Verbal Instructions

From time to time, Bank may choose, as an accommodation to Customer, to honor Customer’s request to give Bank verbal instructions regarding Collection Items. Customer agrees that Bank may, in good faith, rely on such verbal instructions that purport to come from Customer or its Collection Authorized Users and Customer shall hold Bank harmless from and against

any and all losses, claims, liabilities, damages, costs and expenses incurred or experienced as a result of Bank's reliance on such verbal instructions.

13. Rejection of Collection Items/Instructions

Bank is under no obligation to honor, either in whole or in part, and may reject, any Collection Item, or any instruction related thereto, which does not comply with the terms and conditions of this Agreement, or which violates any provision of the Codes or other federal, state or local law. Additionally, Bank may, at its sole and absolute discretion, reject any Collection Item that is not transmitted between financial institutions.

14. Cancellation or Amendment by Customer

Customer shall have no right to cancel or amend any Collection Item after its receipt by Bank. Notwithstanding the foregoing, Bank shall use reasonable efforts to act on a request by Customer for cancellation of or amendment to any Collection Item prior to Bank processing such item. Customer shall reimburse Bank for any expenses, losses, or damages Bank may incur in effecting or attempting to affect the cancellation or amendment of a Collection Item.

15. Responsibility for Content

In the performance of Bank's services with regard to Collection Items, Bank shall be entitled to rely solely upon the information, and the representations and warranties provided by Customer pursuant to this Agreement and shall not be responsible for the accuracy or completeness thereof. Customer shall at all times remain liable for the content and accuracy of each Collection Item.

O. Cash Management Sweep Services

1. Definitions

For purposes of this Section, the following definitions shall apply: (a) "Sub Account" means Customer's Account that initiates Transactions for Zero Balance Sweep; (b) "Master Account" means Customer's Account that is affected by Sub Account Transactions; (c) "Available Funds" means the total of the collected funds in the Account as of the close of business on any Business Day, determined in accordance with the manner in which Bank generally provides credit for deposited checks and other Items; (d) "Credit" means any loan arrangement which is designated as a line of credit where Bank has agreed will be subject to the Services described herein; (e) "Credit Agreement" means any loan agreement, promissory note, guaranty or other agreement, instrument or document which evidences, secures or guarantees the Credit; (f) "Deficiency Amount" means the amount by which the Target Balance exceeds the amount of available funds as of the close of business on any Business Day; (g) "Excess Funds" means the amount of Available Funds as of the close of business on any Business Day which exceeds the Target Balance; (h) "Guarantor" means any guarantor, surety, accommodation party or joint obligor of the obligations of Customer under the Credit; (i) "Target Balance" means that amount of funds which Customer desires to maintain in the Account and which is mutually agreeable to Bank and Customer from time to time; and (j) "Transaction" means a Loan Transaction, Repayment Transaction, or Book Transfer between Account(s) at Bank.

2. Overdrafts

Bank may debit the Account(s) as set forth below, even though, subsequent to such debit, and as a result of additional transfers or withdrawals from the Account, the return of checks unpaid, or any other cause, the Account becomes overdrawn. In such event, Customer will be assessed Bank's then prevailing charges for overdrafts.

3. Zero Balance Sweep Option

a. As of the close of business on each Business Day, Bank will determine the amount of Excess Funds, if any. If Bank determines that there are Excess Funds, Bank will debit the Sub Account and credit the Master Account in an amount equal to the amount of Excess Funds.

b. As of the close of business on each Business Day, Bank will determine the Deficiency Amount, if any. If Bank determines that there is a Deficiency Amount, Bank will debit the Master Account in an amount equal to the amount by which such available balance is less than the Target Balance.

c. If Bank has agreed to provide any other service to Customer pursuant to which Bank is authorized to transfer Excess Funds from the Account, (i) these Terms and Conditions shall prevail over the terms and conditions of such other service, and (ii) Bank shall not be in default as to such other service solely by reason of not initiating the transfer of Excess Funds under such other service.

4. Credit Sweep Option

a. As of the close of business on each Business Day, Bank will determine the amount of Excess Funds, if any. If Bank determines that there are Excess Funds, Bank will debit the Account and credit the Credit in an amount equal to the lesser of (i) the amount of Excess Funds or (ii) the outstanding principal balance of the Credit (a "Repayment Transaction"); provided, however, that Bank will not be required to initiate any Repayment Transaction in an amount less than a minimum sum mutually agreeable to Bank and Customer. Customer grants Bank a security interest in and right of set-off with respect to the Account for purposes of effecting Repayment Transactions.

b. As of the close of business on each Business Day, Bank will determine the Deficiency Amount, if any. If Bank determines that there is a Deficiency Amount, Bank will charge the Credit in an amount equal to the lesser of (i) the amount by which such available balance is less than the Target Balance or (ii) the amount which is available to be borrowed under the Credit (the lesser of such amounts being referred to as the "Loan Amount"), plus the amount of any fees and charges under the Credit, and credit the Account in an amount equal to the Loan Amount (a "Loan Transaction"); provided, however, that Bank will not be required to initiate any Loan Transaction in an amount less than a minimum sum mutually established by Bank, and Bank will not be required to initiate any Loan Transaction if any default exists under any Credit Agreement or these Terms and Conditions or Bank is otherwise excused or prohibited under any Credit Agreement or applicable law from making an advance to Customer. In addition, Bank will not be required to initiate any Loan Transaction, and the Services hereunder shall immediately and automatically terminate without notice, if: (1) the Credit has matured or been terminated by Bank; (2) Customer has cancelled the Credit; or (3) Bank has demanded payment under the Credit.

c. If Bank has agreed to provide any other service to Customer pursuant to which Bank is authorized to transfer Excess Funds from the Account, (i) these Terms and Conditions shall prevail over the terms and conditions of such other service, (ii) Bank may initiate a Repayment Transaction or Loan Transaction under these Terms and Conditions in lieu of or prior to initiating the transfer of Excess Funds under such other service and (iii) Bank shall not be in default as to such other service solely by reason of not initiating the transfer of Excess Funds under such other service.

5. General Terms Applicable to All Investment Options

a. If an Investment Sweep Option has been requested and agreed to by Bank, Customer authorizes Bank to transfer funds on a manual or automated basis to and from the demand deposit account ("DDA") and investment device selected by Customer. Funds will be transferred between the accounts so that: (i) to the extent funds are available in either account, Customer's DDA maintains an average collected balance equal to a pre-established balance ("Peg Balance"); and (ii) any collected funds in the DDA that exceed the Peg Balance are invested by Bank as directed by Customer in accordance with this Agreement. Amounts invested in money market mutual funds, including investment income, will be liquidated and credited back to the DDA as needed so that the average collected balance of Customer's DDA equals the Peg Balance. Amounts invested in other investment options, including interest or other investment income, will be credited back to the Investment Option account. Bank may limit the amount of excess collected funds that it will invest on behalf of Customer on any particular Business Day. Bank may also impose a maximum redemption amount to bring the DDA to the Peg Balance on a particular Business Day. If Customer's Investment Option is not available on a given Business Day, then all excess funds will remain in the DDA until the next Business Day.

b. Bank is authorized to execute as Agent for Customer all certificates of ownership and other instruments required by law or by contract. Bank shall not be accountable for errors in judgment but only for gross negligence or willful misconduct. Bank shall not be required to comply with any direction

of Customer which in Bank's judgment, may subject it to liability or to defend or prosecute any suit or action unless indemnified in a manner and amount satisfactory to it.

c. Customer may, by written instrument executed by Customer and delivered to Bank, terminate this Service and withdraw from the account the principal and accumulated income upon paying all sums due to Bank and indemnifying Bank to its satisfaction against liabilities incurred in the administration of the account. (d) Bank will act as agent to invest on the order and for the benefit of Customer. The Services described herein are provided by Bank to Customer solely as bona fide treasury management services. Bank does not undertake any fiduciary obligation to Customer with respect to these services. Bank's duties to act for Customer hereunder are solely mechanical and administrative in nature.

6. DDA Sweep

a. **Terms.** If Customer chooses to invest excess funds in a DDA Sweep Account, Customer and Bank agree that such DDA Sweep Account shall be governed by the terms of the PlainsCapital Bank DDA Sweep Agreement, to be entered into by and between Customer and Bank.

b. IMPORTANT DISCLOSURES REGARDING DDA SWEEP ACCOUNTS.

DEPOSITS IN DDA SWEEP ACCOUNTS ARE UNCONDITIONAL OBLIGATIONS AND DEPOSITS OF PLAINSCAPITAL BANK. DEPOSITS IN DDA SWEEP ACCOUNTS ARE INSURED BY THE FDIC UP TO APPLICABLE LIMITS.

7. Mutual Fund Sweep

a. **Terms.** If Customer chooses the Mutual Fund sweep option, excess funds will be invested in the INVESCO fund offered for this service. INVESCO or related parties serve as investment advisor, custodian, transfer agent, and accounting services agent and receive compensation for such services as disclosed in the prospectus for the selected fund.

b. IMPORTANT DISCLOSURES REGARDING MUTUAL FUND SWEEPS.

FUNDS INVESTED IN THE MUTUAL FUND ARE NOT DEPOSITS, ARE NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION, ARE NOT OBLIGATIONS OF, OR GUARANTEED BY, THE UNITED STATES GOVERNMENT OR ANY AGENCY OR INSTRUMENTALITY THEREOF, PLAINSCAPITAL BANK, OR ANY OF ITS AFFILIATES, AND ARE SUBJECT TO INVESTMENT RISKS, INCLUDING LOSS OF PRINCIPAL OF THE AMOUNT INVESTED. IN ADDITION, AN INVESTMENT IN A MONEY MARKET MUTUAL FUND IS NEITHER INSURED NOR GUARANTEED BY THE U.S. GOVERNMENT AND THERE IS NO ASSURANCE THAT THE FUND WILL BE ABLE TO MAINTAIN A STABLE NET ASSET VALUE OF \$1.00 PER SHARE.

c. CUSTOMER ACKNOWLEDGMENTS.

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