



**TREASURY MANAGEMENT SERVICES
PROCEDURES, TERMS AND CONDITIONS**

Revised: September 12, 2019

INDEX

TITAN BANK TREASURY MANAGEMENT SERVICES PROCEDURES, TERMS AND CONDITIONS

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GENERAL PROVISIONS

1. Treasury Management Services.

(a) Generally. Titan Bank, N.A. (the "Bank") offers various Treasury Management Services (individually, each a "Service", collectively the "Services") to its commercial customers (each a "Customer"). These Services include, but are not limited to, the following:

Account Reconciliation	Online Banking	Surcharge-Free ATMs
ACH Services	Positive Pay (Checks and ACH)	Wire Transfer
Business Bill Pay	Remote Deposit and Mobile Remote	Zero Balance Accounting
Cashier's Check Orders	Deposit	

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

(b) Enrollment in a Service or Services. Enrollment in any individual Service shall be set forth in the "Listing of Accounts and Selection of Treasury Management Services Schedule" to Agreement. The Customer shall be enrolled in the following Treasury Management Services, unless Customer opts out of a particular Service on such Schedule: Online Banking; Remote Deposit and Mobile Remote Deposit; Wire Transfer; ACH Services; Surcharge-Free ATMs; and Cashiers' Check Orders.

2. Accounts.

(a) Generally. The Customer agrees to maintain a minimum of at least one (1) commercial checking account ("Demand Deposit Account") with the Bank with funds sufficient to cover the transactions initiated pursuant to the Agreement, and to cover fees required to pay for Services provided thereunder.

(b) Business Purpose. The Customer agrees that only Demand Deposit Accounts, or other deposit accounts, or other asset accounts (individually, a "Deposit Account"; collectively, "Deposit Accounts") established exclusively for business purposes will be used for transactions pursuant to the Agreement, and that in no event will transactions hereunder be conducted using Deposit Accounts of the Customer or its employees, officers, directors, members, or owners that were established primarily for personal, family or household purposes, unless otherwise specifically authorized in writing by the Bank.

(c) Authorization for Transfers to and from Accounts. The Customer expressly authorizes the Bank to debit the appropriate Deposit Account in the amount of any bank transfer initiated by the Customer and pursuant to the Agreement, or initiated by any other person the Customer authorizes to access Deposit Account(s). The Customer agrees that the Bank: (i) may treat any bank transfer, whether initiated online or otherwise, from a Deposit Account the same as a duly executed written withdrawal, transfer, or check; (ii) may treat any bank transfer to a Deposit Account the same as a deposit by cash or check; and (iii) may treat any bank transfer to a loan account held by the Customer the same as a loan payment to the Bank, all in accordance with the terms of the Agreement and the Customer's agreement with the Bank governing the Deposit Account (the "Terms and Conditions of Your Account") or the Customer's agreement with the Bank governing any such loan account, as applicable.

(d) Account Limitations. The Customer's ability to initiate bank transfers between Deposit Accounts may be limited by federal law or by the terms of the applicable Terms and Conditions of Your Account.

The bank transfers from Deposit Accounts that are savings or money market deposit accounts are limited as required by federal regulation in effect at the time a bank transfer is initiated. The Customer agrees that the Bank may, without notice or other obligation to the Customer, for security reasons or as otherwise expressly provided in this Agreement, the Terms and Conditions of Your Account, (a) refuse to make any bank transfer, or (b) refuse to accept a Remote Deposit Capture item.

(e) Customer Printed Checks. The Bank reserves the right, with respect to any and all of the Services, to require Customer to submit any non-Bank printed checks (i.e., checks that are printed by the Customer, or printed by an independent printer at the request of the Customer) for Bank's review and approval regarding format, size and other requirements. If Bank exercises such review and approval right for any of the Services, Customer shall be required to submit such non-Bank printed checks for Bank's review and approval prior to Customer using such non-Bank printed checks.

3. The Agreement.

(a) Generally. The terms and conditions of the Agreement, including these Treasury Management Services - Procedures, Terms and Conditions, and all attachments, authorizations, schedules and exhibits, together with all amendments or modifications thereto, are cumulative with and in addition to any terms of the Terms and Conditions of Your Account and related Deposit Account Master Signature Cards and authorizations, funds transfer agreements, loan account agreements, the applicable deposit and loan account disclosures, the Bank's service schedule, the Bank's Funds Availability Policy, any credit account agreements relating to any credit accounts the Customer may have with the Bank (together, the "Bank Agreements, Schedules and Disclosures"), the rules and regulations of any federal or state agency that supervises the Bank's activities or insures accounts at the Bank, and any applicable clearinghouse operating rules and guidelines, including, but not limited to those of the National Automated Clearing House Association ("NACHA"), and any other applicable local clearing house association, all as may be amended from time to time.

(b) Inconsistencies. To the extent expressly provided for otherwise herein, should any inconsistency exist or arise between the terms of the Agreement, as relates to any Service or Services, and the terms of any other Bank Agreements, Schedules and Disclosures, the terms of the Agreement shall control, but only to the extent of the inconsistency. Furthermore, to the extent expressly provided for otherwise herein, should any inconsistency exist or arise between the General Provisions of the Agreement and the applicable Service specific provisions, the terms of the Service specific provisions shall control, but only to the extent of the inconsistency.

(c) Amendment. The Bank may amend the Agreement from time to time. If no federal or state law specifically governs an amendment, then at least ten (10) calendar days prior to the effective date of the amendment, the Bank will deliver notice to the Customer of the amendment as provided for in Section 4 of these General Provisions. Notwithstanding the foregoing and to the extent permitted by applicable law, the Bank may amend any term of the Agreement without prior notice or obligation to the Customer: (i) if a service provider changes any term without providing the Bank sufficient prior notice to enable the Bank to timely notify the Customer; (ii) for security reasons; (iii) to comply with applicable law; or (iv) as otherwise expressly provided in the Agreement. Use by the Customer of the Service(s) following the effective date of any amendment(s) shall constitute the Customer's acceptance of and agreement to the amendment(s). If the Customer does not agree to the changes as set forth in an amendment, the Customer may choose to terminate the Service(s) affected by the amendment prior to the effective date of the amendment by discontinuing further use of the Service and following the procedures set forth in Section 27 of these General Provisions. Unless otherwise provided for herein, the Agreement may not be amended or modified unless agreed to in writing by the Bank.

(d) Electronic Execution; Electronic Disclosures. Customer understands that Customer's Authorized Signer must read this Agreement carefully and keep a copy for the Customer's records. Customer is

agreeing that Bank may, but is not obligated to, use electronic signatures and obtain electronic signatures from Customer. Customer also agrees to receive all agreements and documents related to Customer's Account, including agreements and documents relating to Treasury Management Services, electronically, including, but not limited to, any disclosures required by law or regulation.

4. Notices and Instructions.

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

(b) Data Recording. The Customer consents to the Bank's recording and monitoring of any telephone conversations, online and mobile usage, and online and mobile transmissions or communications including, but not limited to, requests or instructions, emails, chat sessions, text messaging and social media communications. The Customer agrees that the Bank, at its sole discretion, may opt not to make the Customer aware that communications are being recorded. The Bank, however, has no duty to record or monitor such telephone conversations or online transmissions and communications, and the election to record and/or monitor is within the Bank's sole discretion.

(c) Delivery of Notices, Disclosures, Amendments, Statement, Tax Documents, or Other Communications by the Bank. The Customer acknowledges and agrees that, to the extent permitted by applicable law, the Bank may deliver all notices, disclosures, amendments, Account statements, tax documents, or other communications required hereunder to the Customer by e-mail at the Customer's e-mail address as provided to the Bank. To the extent permitted by applicable law, the Customer agrees that each such communication will be binding and enforceable to the same extent as if it were delivered to the Customer in writing by regular mail, branch posting, or in person.

(d) Electronic Mail Communication. The Customer may send e-mail to the Bank and receive e-mail from the Bank.

(i) Communications sent to the Bank over the Internet are considered unsecured unless the information is encrypted with the equivalent of 128-bit encryption technology, or transmitted via a secure session using a commercial reasonable security technology that provides a level of security that is equivalent to 128-bit RC4 encryption technology.

(ii) The Customer agrees that unsecured e-mail will not be used by Customer to deliver sensitive personal or private information that includes, but is not limited to bank routing numbers, account numbers, Social Security numbers, debit card numbers, personal identification numbers ("PINs"), home addresses, User IDs, passwords, ACH entries, or to provide required notices to the Bank pursuant to any agreement the Customer has with the Bank, unless such agreement expressly provides for e-mail notification.

(iii) THE CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY REQUEST(S) SENT TO THE BANK THROUGH AN UNSECURED ELECTRONIC NETWORK ARE IN VIOLATION OF BANK AND NACHA POLICY AND PROCEDURES. THE CUSTOMER UNDERSTANDS AND AGREES THAT THE BANK IS NOT LIABLE FOR ANY LOSS OR DAMAGE INCURRED BY THE CUSTOMER WHEN AN UNAUTHORIZED PERSON GAINS ACCESS TO ANY SUCH E-MAIL. THE CUSTOMER AGREES TO INDEMNIFY AND HOLD THE BANK HARMLESS IF THE BANK ACTS WITH ORDINARY CARE IN GOOD FAITH BY RESPONDING TO ANY E-MAIL PURPORTED TO BE SENT BY THE CUSTOMER. THE BANK'S IMPLEMENTATION OF ITS NORMAL

PROCEDURES REGARDING RECEIPT AND MAINTENANCE OF CONFIDENTIAL INFORMATION CONSTITUTES ITS EXERCISE OF DUE CARE.

(iv) E-mail transmitted by the Customer to the Bank may not be delivered to the Bank immediately. If the Customer needs to contact the Bank immediately to stop a payment, to report an unauthorized use of the Customer's User ID, to report unauthorized access to an account, or for any other reason, the Customer shall contact the Bank by telephone at the telephone number provided herein, or in person. The Bank will not be responsible for acting on or responding to any e-mail request made until the Bank actually receives the Customer's e-mail message and the Bank has a reasonable opportunity to act.

(v) The Customer should check its e-mail regularly as the Bank may attempt to notify the Customer by e-mail in the event of any technical difficulties or other occurrence that may affect the Bank's online Services.

(e) Address for Notification. All notices to be delivered by the Customer to the Bank pursuant to the Agreement can be made to the physical address, postal address, e-mail address, or telephone number indicated below, as applicable pursuant to the terms of the Agreement and the requirements of the notice:

Bank's physical notification address:

Titan Bank
1701 E. Hubbard St.
Mineral Wells, TX 76067
Attn: President

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

Titan Bank
1701 E. Hubbard St.
Mineral Wells, TX 76067
Attn: President

Bank's telephone number and e-mail address:

940.325.9821 (phone)
treasury@titanbank.com

All notices to be delivered by the Bank to the Customer pursuant to the Agreement can be made to the postal address, e-mail address, or telephone number indicated in the Agreement, such notification information as may be amended in writing by the Customer from time to time.

5. Submission of Information and Documents; Privacy.

(a) Delivery of Documents. The Customer agrees to deliver, in a form and content satisfactory to the Bank, such additional executed, or as the case may be, certified, documents required by the Bank from time to time to obtain and to continue to receive the specific Service(s) requested by the Customer, including Deposit Account signature cards, declarations, authorizations, resolutions, implementation documents and updated financial statements. In addition, Customer shall execute Bank's "Treasury Management Services Guaranty" immediately upon Bank's request in the event that Bank, in its sole discretion, requires Customer to execute such guaranty to either: (i) receive initial Bank approval for Bank's provision of specific Service(s) to Customer; or (ii) continue receiving specific Service(s) from Bank if there is an occurrence of a material change in Customer's credit and/or risk analysis criteria and Bank determines, in its sole and absolute discretion, that such guaranty is necessary to satisfy Bank's credit and risk

management criteria. If Bank requires Customer to execute a "Treasury Management Services Guaranty" and Customer refuses, Bank may, in its sole and absolute discretion, either refuse to enter into this Agreement and refuse to provide specific Service(s) to Customer, or discontinue providing specific Service(s) and/or immediately terminate any existing Agreement with Customer in accordance with Section 27 of this Agreement.

(b) Provision of Information.

(i) Prior to initiating a new Service, the Customer agrees to provide all information which the Bank may request including specifications, test results, check samples, transmissions and documents. In the event that the Bank determines, in its sole discretion, that any specification, test result, sampling, transmission or document does not meet its requirements, the Bank may advise the Customer that the Customer will not be eligible to obtain the Service(s) until requested information that is satisfactory to the Bank is provided by the Customer.

(ii) Additionally, Customer will notify Bank if there has been any change to Customer's financial condition as provided to the Bank in connection with enrolling in the Services, including the projections provided to the Bank of normal and expected transactions of Customer in connection with the Service, the types of products to be sold, the types of customers to be served, the volume of sales or other business activity, the geographic scope of the Service, or any other deviation from Customer's business as currently conducted. Customer shall provide to the Bank updated financial information, as well as daily and monthly sales records, at times and intervals as further directed by the Bank. Additionally, Customer shall provide to the Bank its federal and state tax returns promptly after they are filed.

(iii) Customer will provide the Bank with at least five (5) business days' advance notice if there is a change in control of Customer, including but not limited to, new or additional trustees or investors that hold or control the power to vote 10% or more of the ownership interests of Customer. In connection with such notice, Customer will provide individual financial information on the individuals or entities in the form required by the Bank. Customer will notify the Bank in advance if there is a change in management of Customer, including but not limited to, the individuals that manage the daily operations of Customer. Customer shall notify the Bank within twenty-four (24) hours of: (i) any change in the business address of Customer or a principal, owner, manager or officer of Customer and/or telephone number of Customer or a principal, owner, manager or officer of Customer; (ii) any merger, consolidation or reorganization of Customer or a principal, owner, manager or officer of Customer; and (iii) any change in the corporate name of Customer or a principal, owner, manager or officer of Customer.

(iv) To the best of Customer's knowledge, there is no fact that has not been disclosed to Bank which would cause Bank, or might cause Bank, not to provide the Services under this Agreement to Customer.

(v) Customer agrees to promptly notify Bank if, at any time, any of the representations and warranties contained in this Agreement become no longer true and accurate.

(c) Authorizations.

(i) The "Authorized Signers" may authorize other individual(s) named to be a Treasury System Administrator or an "Authorized User" (collectively, the "Authorized Parties"). "Authorized Signers" have the authority to: to sign the Agreement and any addenda thereof; to accept on behalf of the Customer the terms and conditions governing the use of Services, including acceptance of Security Procedures (as defined below); to enroll in, modify features of or terminate Services; to appoint and remove Treasury System Administrators (as defined below); and to appoint and remove individual Authorized Users (as defined below) who perform transactions related to a Service or Services; and to perform transactions related to any Service hereunder. "Treasury System Administrators" have the authority: to accept on behalf of the

Customer the terms and conditions governing the use of Services, including acceptance of Security Procedures (as defined below); to enroll in, modify features of or terminate Services; to appoint and remove individual Authorized Users (as defined below) who perform transactions related to a Service or Services; and to perform transactions related to any Service hereunder. The Account Signers may appoint a Treasury System Administrator on the "Listing of Accounts and Selection of Treasury Management Services Schedule" to the Agreement.

(ii) The Account Signers and Treasury System Administrators may appoint individuals who are authorized to act on behalf of the Customer with respect to the Services (the "Authorized Users"). The Authorized Users shall be appointed by an Account Signer or Treasury System Administrator on the "Appointment of Authorized Users Schedule" to the Agreement

(iii) THE CUSTOMER AGREES THAT IN THE EVENT THE CUSTOMER DESIRES TO NAME ADDITIONAL TREASURY SYSTEM ADMINISTRATORS OR AUTHORIZED USERS, OR REMOVE THE AUTHORITY OF EXISTING TREASURY SYSTEM ADMINISTRATORS OR AUTHORIZED USERS, THE CUSTOMER MUST PROVIDE THE BANK WITH AN UPDATED SCHEDULE ADVISING THE BANK OF THE CHANGE IN AUTHORITY SIGNED BY AN AUTHORIZED SIGNER. THE CUSTOMER AGREES THAT THE BANK WILL RELY ON THE MOST CURRENT AUTHORIZATIONS SUPPLIED BY THE CUSTOMER AND, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE BANK SHALL HAVE NO LIABILITY FOR UNAUTHORIZED ACTIONS TAKEN OR TRANSACTIONS PERFORMED BY THOSE INDIVIDUALS NAMED AS AUTHORIZED PARTIES ON THE CURRENT SCHEDULES.

(iv) The Customer understands and agrees that any employees or applicants for employment with Customer who are or may become Authorized Parties or may otherwise have any responsibility for handling Customer's financial affairs (including processing, writing or receiving checks or electronic transfers, handling account statements or other financial information, conducting Remote Deposit Capture transactions such as scanning or storing Original Checks, or creating, transmitting or storing Substitute Check images, or acting otherwise in a responsible manner regarding Customer's financial affairs) has been asked specifically whether they have ever been convicted of a felony, that a thorough background check of such employee or applicant has been conducted, that a system of reasonable financial controls is in place and that the Customer has instituted a program that encourages Customer's employees to report fraudulent or dishonest activities to Customer's management.

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

In addition, Customer specifically authorizes Bank to share information about Customer, the Customer's Services, and the Customer's Bank Account with any entities that referred the Customer to the Bank, or any entities that established a self-directed retirement plan for the Customer or its Subsidiaries or Affiliates.

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

(a) Security Procedures under the Agreement. The Bank and the Customer will agree in writing to one or more security procedures ("Security Procedures") that must be used by the Bank and the Customer in connection with the Service(s). Security Procedures offered by the Bank are described herein and in documentation related to the applicable Service. As part of the Security Procedures, Bank may employ

various authentication technologies. As part of the Bank's "Online Banking Services" for commercial Customers, Bank employs various security and authentication technologies to ensure that Customer, any Authorized Signer, any Authorized Parties (including Authorized Users) are communicating directly with Bank, and also to ensure that the Customer's computer is communicating with a legitimate Bank computer. Such Bank authentication procedures and technologies include, but are not limited to, use of Customer Online Banking Services User IDs, passwords and other "Additional Authentication Information" ("AAI") that Bank may require Customers to provide at Bank's sole discretion (e.g. security tokens or Mobile Device authentication methods). Such AAI is required as a component of various Online Banking Services authentication procedures that Bank may employ, including, but not limited to, security questions and responses and/or use of other hardware-based and software-based security and authentication tools, programs and procedures. The Customer is responsible for the establishment and maintenance of its internal procedures reasonably adapted to insure the confidentiality and security of Security Procedures.

CUSTOMER UNDERSTANDS AND AGREES THAT CUSTOMER WILL BE RESPONSIBLE FOR MAINTAINING SECURITY AND CONTROL OVER ALL USER IDS, PASSWORDS AND ADDITIONAL AUTHENTICATION INFORMATION (SUCH AS SECURITY TOKENS OR MOBILE DEVICE AUTHENTICATION METHODS) OF THE CUSTOMER'S AUTHORIZED PARTIES, AND SHALL USE SECURITY FOR SUCH ITEMS COMPARABLE TO THE SECURITY AND CONTROL CUSTOMER WOULD USE FOR CASH, OR A MECHANICAL CHECK-SIGNING MACHINE, BUT IN NO EVENT LESS THAN REASONABLE SECURITY AND CONTROL IN THE CIRCUMSTANCES. If the Customer or its employees or agents have reason to believe that any Security Procedure has or may have become known by unauthorized persons (whether or not employed by the Customer), the Customer shall immediately notify the Bank by telephone and confirm such oral notification in writing to the Bank within twenty-four (24) hours of the oral notification. The Bank will replace the Security Procedures in accordance with the Bank's standard security requirements related to the applicable Service(s). To the maximum extent permitted by applicable law, the Customer will be solely liable for all transactions, including funds transfer instructions and other communications, initiated before the Bank has received such notification and has had a reasonable opportunity to act on such notification. The Bank reserves the right to change any or all of the Security Procedures offered and/or used at any time by giving oral or written notice to the Customer. The Customer agrees that its use of the related Service or Services after the Bank provides notice of such changes constitutes Customer's acceptance of the new Security Procedures. The Customer acknowledges that the purpose of Security Procedures is to authenticate the identity of the person initiating the action, not to detect errors in any transmission or content. The Bank is not agreeing to any security or other procedure for the detection of errors. The Customer represents that for the Service or Services it requests, it considers the Security Procedures to be commercially reasonable with respect to the size, type, and frequency of funds transfers it anticipates issuing and the information which will be transmitted.

(b) Customer's Data Security Obligations. With regard to obtaining any Services under this Agreement, Customer must comply with the Computer (as defined herein) hardware, software, and Security Procedures requirements as set forth in these General Provisions and/or as set forth in any Service specific provisions or any supplemental information and/or instructions provided by the Bank. The Bank reserves the right as encryption and authentication technology develops to impose further reasonable requirements to maintain the appropriate level of security for the Services and transactions contemplated hereunder and the Customer agrees to abide by such requirements. Furthermore, the Customer understands and acknowledges that if Customer does not follow commercially reasonable hardware, software, physical access and physical storage security procedures regarding any Customer-owned Data (defined herein), including such data containing the sensitive personally identifiable information ("PII") of any individual, the security of Customer's transactions and/or Customer-owned Data (including sensitive PII) may be compromised. Customer understands and agrees that installation, maintenance and operation of Customer's Computer (hardware and software) and related security procedures, including, but not limited to, data security protection, firewalls and anti-virus software and protection, is the Customer's sole responsibility and not the Bank's responsibility, and that Customer is solely responsible for securing, encrypting, protecting and otherwise safeguarding the Customer-owned Data. Customer understands and acknowledges that they must use two-factor authentication on any emails addresses registered to the

Customer or users on the Customer's online banking systems with the Bank. Customer understands and acknowledges that Bank the Bank is not responsible for any loss or damages directly or indirectly resulting from an intrusion or takeover of Customer's email accounts and mobile phone, or the email accounts and mobile phone if Customer's online banking users.

(c) Limitation on Liability. Customer understands, acknowledges and agrees that the Bank is not responsible for any loss or damages resulting from any errors or failures of the Customer's Computer or data processing systems, including, but not limited to any computer virus or malware attack (such as a keystroke logging program or similar malware), any attack by a person attempting or actually gaining unauthorized access to Customer-owned Data, any attack by a person attempting or actually gaining unauthorized access to s Customer-owned computer system, any attack by a person attempting or actually gaining unauthorized access to s Customer-controlled online hosted system or other IT system, any attack or takeover of the Customer's email system or mobile phone, or any Internet-related problems that may be associated with the Customer's access and use of the Services.

(d) Serious Potential Threat to Customer's Business; Notification to Bank. Customer acknowledges and agrees that the threat of fraud resulting from theft of electronic data is a serious potential threat to Customer's business and, accordingly, Customer will take all reasonable steps to make certain that its Computers and data security systems are protected from unauthorized access or use, and in an event of any unauthorized access or use, Customer will take all reasonable steps to immediately inform Bank of the security breach.

(e) Responsibility for Loss. If, despite Customer efforts, Customer suffers any damage or loss as a result of Customer's failure to comply with its data security obligations, and regardless of whether such damage or loss results from the activities of Customer's employees, agents, subcontractors or any unaffiliated third party, any such loss or damage shall be the sole responsibility of Customer.

7. Business Days; Posting; Funds Availability.

(a) Business Days. Any day on which a majority of the Bank's offices are open to the public for conducting substantially all business functions shall be a "Business Day"; provided, however, that Saturdays, Sundays and federal holidays are not Business Days even if a majority of the Bank's offices are open.

(b) Posting. Unless otherwise provided for herein, transactions (such as deposits, funds transfers, instructions and entries) related to any Service will be posted to the applicable Deposit Account as provided for in the Bank's then current funds availability procedures contained in the Terms and Conditions of Your Account. The Bank may change any cutoff deadline at any time by giving notice, as required by law, of the change to the Customer.

(c) Funds Availability. Unless otherwise provided for herein, any funds transferred pursuant to a transaction hereunder will be available for withdrawal or advance as provided for in the Bank's then current funds availability procedures contained in the Terms and Conditions of Your Account, as amended from time to time, and in accordance with applicable law.

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

(a) Generally. The Bank will honor the Customer's transactions and instructions (including adjustments and cancellations) only when the Customer has complied with the Agreement. The Bank will be under no obligation to complete any transaction or instruction that: (i) exceeds the Customer's collected or available funds on deposit with the Bank, even if the Bank has done so in the past; (ii) is not in accordance with any condition requested by the Customer and agreed to by the Bank; (iii) the Bank has

reason to believe may not be authorized by the Customer; (iv) involves funds subject to a hold, dispute or legal process preventing their withdrawal; (v) violates, in the opinion of the Bank, any provision of any present or future risk control program of the Federal Reserve or any other applicable federal or state law; (vi) the Bank has reason to suspect is a transaction in violation of the Unlawful Internet Gambling Enforcement Act (the "UIGEA"); (vii) does not comply with any other requirement stated in the Agreement or any Bank policy, procedure or practice; and/or (viii) for the protection of the Bank or the Customer, the Bank has reasonable cause not to honor.

(b) Restricted Transactions. Under UIGEA and related federal regulations (the "Regulations") promulgated by the U.S. Treasury Department and Federal Reserve Board, the Bank is required to notify its Customer that transactions to fund unlawful Internet gambling activities are prohibited, and as such the Bank will either block/deny transactions, and/or close accounts if it has "actual knowledge" of "restricted transactions." A restricted transaction is defined as any transaction or transmittal involving any credit, funds, instrument, or proceeds, that the UIGEA and the Regulations prohibit any person engaged in the business of betting or wagering from knowingly accepting in connection with the participation of another person in unlawful Internet gambling, and such prohibited activities would include any of the following: (i) credit, or the proceeds of credit, extended to or on behalf of such other person (including credit extended through the use of a credit card); (ii) an electronic funds transfer, or funds transfer, or funds transmitted by or through a money transmitting business, or the proceeds of an electronic funds transfer or money transmitting service, from or on behalf of such other person; or (iii) any check, draft, or similar instrument that is drawn by or on behalf of such other person and is drawn on or payable at or through any financial institution.

(c) Insufficient Account Balances for Service(s). When a Service requires the Customer's Deposit Account(s) to contain sufficient, good, collected, and available funds to cover the Customer's obligations for the required Service, the Customer agrees to maintain sufficient, good, collected, and available funds in those accounts from which the funds are to be withdrawn or transferred. If there are insufficient funds in the designated Deposit Account to cover the required withdrawal(s), transfer(s), or related fees, except as specifically modified in an applicable implementation document, the Bank may: (i) withhold the Service; (ii) in its sole discretion, elect to dishonor any item or transaction that creates a negative balance and has no duty to notify the Customer prior to dishonoring any overdraft, even if the Bank has paid overdrafts on behalf of the Customer in the past; (iii) in its sole discretion, provide the Service, and the Customer agrees to pay the Bank promptly or on demand the amount of overdraft and any fees or other costs including those set forth in the Deposit Account Agreement; and/or (iv) require the Customer to pre-fund transactions prior to settlement date or effective date. The Bank may, in its sole discretion, on occasion provide a Service against insufficient, good, collected and available funds in Deposit Account(s), but the Bank is not obligated to do so, and any action by the Bank of this nature will not constitute an obligation by the Bank to provide the Service in the future.

(d) Data File Retrieval and Delivery. Bank, at its sole discretion, may provide a data file exchange facility for Customers, which is intended to ensure a convenient, reliable and efficient means to obtain various informational data files and reports from Bank, or deliver instructional data files to Bank for processing and handling. This data file exchange facility makes it possible for a Customer, the Customer's agent, or a third party authorized by Customer to obtain specific Demand Deposit Account activity information as well as a means for a Customer, their agent or third party authorized by Customer to provide instructions to Bank in conjunction with various Services provided by Bank. To support this data file exchange facility, Bank makes use of an accepted data communication convention, File Transfer Protocol ("FTP"), which prescribes the manner in which files containing data are to be exchanged between computers using the Internet's transmission control protocol/Internet protocol (TCP/IP) functionality. The Bank allows Customer to choose among certain options for communicating with the Bank's FTP external server for retrieval and delivery of data files. Access to Bank's FTP external server may require that the Customer, their agent or a third party authorized by Customer, utilize the Customer's User ID, and/or password (both of which are assigned by the Bank), or any AAI, and Bank may further require that public

encryption keys be exchanged between Customer (or their agent or third party authorized by Customer), and Bank, depending upon the communication option selected. Also, certain communication options will require Customer, their agent or third party authorized by Customer to furnish Bank with the TCP/IP address from which a FTP communication session will originate. When Customer selects a particular communication method, Bank and Customer shall cooperate in testing data file exchange by such communication method, and if the testing process is completed satisfactory to Bank, then such communication method will be used. If, however, the testing process for a particular communication method is not completed satisfactory to Bank, then Customer must choose a different communication method that must also meet with Bank's testing and approval as stated above. Once a particular communication method has been successfully tested satisfactory to Bank's requirements and approved by Bank, then Bank and Customer will commence exchange of data files using such communication method. When incoming data files are delivered to Bank by Customer (or by Customer's agent or third party authorized by Customer), the data files will reside in a secure folder on Bank's FTP external server until such files are relocated internally by Bank for processing.

(e) Mobile Treasury Management Services and Transactions. Bank may, in its sole discretion, offer any Services described in this Agreement via Mobile Device (the "Mobile Services"). "Mobile Device" means a mobile telephone, mobile tablet or other mobile device capable of sending and receiving SMS text messages, accessing the Internet via a web browser or downloading, installing and using specially developed mobile applications ("apps"). Customer understands and acknowledges that the Mobile Treasury Management Services allow Customer to conduct certain Services via Mobile Device. Bank, in its sole discretion, shall determine which Services shall be included in the Mobile Treasury Management Services. From time to time, Bank may develop additional Mobile Treasury Management Services, and Customer understands that Customer will have the opportunity to subscribe to them, provided that Customer (including any Authorized Parties) have the necessary Mobile Device and related hardware and software. By deciding to enroll in the optional Mobile Treasury Management Services, Customer understands that Customer is providing its express consent to Bank to permit Bank to contact Customer (including any Authorized Parties) for account alerts, servicing, marketing and fraud prevention purposes, and any other purposes as provided in this Agreement or under other applicable Bank agreements. Customer understands that by selecting the optional Mobile Treasury Management Services, Customer is agreeing that Bank may transmit communications accessible via SMS text message, via the Internet browser on the Mobile Device, or via Bank's app downloaded to the Mobile Device that contain certain information and alerts about the Services and/or Deposit Accounts Customer selects. Such messages may be sent in response to messages Bank receives from Customer's specified Mobile Device(s) or, in some cases, upon the occurrence of a pre-defined condition related to Customer's Service or Deposit Account (for example, an outgoing wire approval required, Positive Pay item approval required, low Deposit Account balance, overdraft or receipt of deposit). Customer understands that if it chooses to activate the optional Mobile Treasury Management Services, Customer (including any Authorized Parties) must have a Mobile Device with either SMS text message functionality, the ability to access the Internet via a web browser, or the ability to access messages via Bank's downloaded mobile app, as well as any other compatible wireless hardware and software necessary to operate such Mobile Device. Customer understands it (including any Authorized Parties) must have a Mobile Device wireless service plan with a suitable Mobile Device service provider of its choice. Customer understands that such Mobile Device service (including Mobile Device Internet connection) is not part of the Services or the optional Mobile Services. Customer understands that it is responsible for acquiring, maintaining and operating any Mobile Device used to access the Mobile Treasury Management Services and its related hardware and software and for all associated costs and expenses, including, without limitation, all fees incurred for data transfers and as a result of sending and receiving SMS text messages or other data through such Mobile Device service. Customer assumes full responsibility for ensuring these requirements are met should any changes be made to any existing Mobile Device and/or the associated service plan. **Customer understands that the Bank is not responsible for any errors or failures or any Mobile Device or its software, and is not responsible for any viruses or related problems that may be associated with use of the Mobile Services.** In addition, Customer understands that transactions conducted via Mobile Treasury Management Services may also be subject to (a) applicable

Bank imposed fees (as set forth in other Bank agreements or schedule of fees), and (b) fees imposed by third parties with whom Customer have entered into other agreements.

Customer agrees and acknowledges that Deposit Account alerts will be sent to Customer's (including any Authorized Parties') registered for the Mobile Treasury Management Service, provided they have given Bank a valid telephone number (or other Mobile Device identification number, as required by Bank) for such Mobile Device, and have subscribed to the applicable alert. Customer understands that Customer is solely responsible for all costs assessed by Customer's Mobile Device service provider (and the Mobile Device service provider of any Authorized Party) receiving messages on their Mobile Device. Customer understands that Customer must complete the entire registration process as outlined at www.titanbank.com, including an affirmative statement that Customer's Mobile Device (including any Authorized Party's) meets the Bank's minimum system requirements. Customer also understands that Customer will need to meet all of the equipment, access and system requirements of the Bank regarding Mobile Treasury Management Services, and will need to make necessary arrangements to view and print any e-mail statements, notices and disclosures for Mobile Treasury Management Services.

All communications transmitted to Bank using the Mobile Treasury Management Services are not confidential and are deemed to be the Bank's property. Bank may provide Customer (including any Authorized Parties) information, offers, advertisements, links or other materials maintained or offered by third parties in accordance with applicable law and in accordance with Bank's "Customer Privacy Notice." Bank does not control or endorse in any respect any information, products or services maintained or offered by such third parties. Customer understands that its use (including any Authorized Parties) of third-party content or the purchase of third-party products or services is at its own risk. Customer also acknowledges that the privacy policies of other third-party businesses providing any information, services or products in relation to or through the Mobile Treasury Management Services may be different than those of Bank and Customer should review those policies before engaging in a transaction or providing any personally identifiable or other sensitive information to such business.

As part of Customer's registration for the Mobile Treasury Management Services, Customer understands that Customer must certify that it is a customer of Bank, and Customer agrees (including any Authorized Parties) to provide a valid U.S. telephone number, including the area code, for their Mobile Device(s) that will be used for the Mobile Treasury Management Services. Customer understands that it is Customer's responsibility to provide true, accurate, current and complete information about Customer and any Authorized Parties when registering for the Mobile Treasury Management Services and to maintain and promptly update the registration data to keep it true, accurate, current and complete. Without limiting the foregoing, Customer understands it is Customer's responsibility to update any telephone number if and when they change in order to ensure proper delivery of Mobile Treasury Management Services, including messages and alerts. If Customer changes any telephone number for any reason, Customer will notify Bank immediately to ensure that Customer's Mobile Services and Bank's communications are not interrupted or inadvertently delivered to another recipient who may be assigned a prior telephone number. Customer may change any phone number by following the steps outlined at www.titanbank.com.

If Customer selects optional Mobile Treasury Management Services, Customer understands that it is solely responsible for notifying Bank immediately in the event that any Mobile Device associated with any telephone numbers provided to the Bank to register any Mobile Device for Customer's Mobile Treasury Management Services is lost, stolen, changed or destroyed. Customer understands that with regard to messages or alerts, failure to promptly notify Bank may result in failure to receive important messages and alerts, and/or the interception of such messages and alerts by unauthorized third parties. Customer may also incur message or alert fees if Customer (including any Authorized Parties) does not receive them. **Customer understands that the Bank is not responsible for any costs, expenses, liabilities or damages that Customer (including any Authorized Parties) incurs as a result of failure to receive messages or alerts, the interception of any message or alerts by an unauthorized third party, or Customer's incurrence of message or alert fees for messages or alerts Customer did**

not receive. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT IN ADDITION TO ANY OTHER DISCLAIMERS OR LIMITATIONS OF LIABILITY AS OTHERWISE STATED IN THIS AGREEMENT, BANK SHALL NOT BE LIABLE FOR LOSSES OR DAMAGES ARISING FROM: (i) NON-DELIVERY, DELAYED DELIVERY OR WRONG DELIVERY OF ANY MESSAGES, ALERTS OR OTHER COMMUNICATIONS THAT CUSTOMER (INCLUDING ANY AUTHORIZED PARTIES) WOULD NORMALLY ACCESS VIA THE MOBILE DEVICE; (ii) INACCURATE CONTENT IN ANY MOBILE TREASURY MANAGEMENT SERVICES MESSAGES, ALERTS OR OTHER COMMUNICATIONS ACCESSED BY OR SENT DIRECTLY TO THEIR MOBILE DEVICE; (iii) ANY ACTIONS RESULTING FROM THE INTENTIONAL OR UNINTENTIONAL DISCLOSURE BY CUSTOMER (INCLUDING ANY AUTHORIZED PARTIES) TO ANY UNAUTHORIZED PERSON OF THE CONTENTS OF ANY MESSAGES, ALERTS OR OTHER COMMUNICATIONS SENT DIRECTLY TO OR RECEIVED BY THE MOBILE DEVICE; OR USE OR RELIANCE ON THE CONTENTS OF ANY MESSAGES, ALERTS OR OTHER COMMUNICATIONS FOR ANY PURPOSE. Customer understands that it is required to log into the Mobile Treasury Management Services via a Mobile Device by using User ID, Password and AAI, if Bank has required use of AAI for such log in. Customer understands and acknowledges that all or a portion of the Mobile Treasury Management Services may not be encrypted, and, therefore, Bank will never include any User ID, Password or full account number in any e-mail communication that Customer may access via the web browser on its Mobile Device. However, the Mobile Treasury Management Services may include name and information about Deposit Account(s), such as the last four digits of the Deposit Account number or specific account transaction information. **Customer understands and acknowledges that transmission of masked account number and specific information, including, but not limited to, dollar amounts, or individual payees and payers, does not constitute transmission of personal or private information, and Customer hereby authorizes Bank to send such information via any communication to a Mobile Device for the Mobile Treasury Management Services.** In addition, Customer understands that there are risks associated with using any Mobile Device, and that in the event of theft or loss, Customer confidential information could become compromised.

Customer acknowledges that the Security Procedures Bank requires for use of the Mobile Treasury Management Services, as set forth in this Section 8 and elsewhere in this Agreement, are commercially reasonable, and Customer understands that the security of the Mobile Treasury Management Services is contingent upon responsible behavior in protecting all User IDs and Passwords and AAI for the Mobile Treasury Management Services. Customer understands that it is responsible for safeguarding, and requiring others to safeguard, User IDs, Passwords and any AAI, if Bank has required use of AAI, to log in to the Mobile Services from a Mobile Device. Customer understands that Bank will rely on access via the User ID, Password and AAI (if required) as confirmation that Customer (including any Authorized Parties) authorized all activity conducted using the Mobile Services following such authenticated access, including any Deposit Account debits or credits, any other transfers or bill payment services, or any other charges or fees incurred by use of the Mobile Treasury Management Services. Unless subject to other provisions of this Agreement or other applicable law, Customer further understands and agrees that Bank will not be liable for any loss or damage incurred when an unauthorized person gains access to the Mobile Treasury Management Services. **CUSTOMER AGREES TO INDEMNIFY THE BANK AND HOLD THE BANK HARMLESS IF THE BANK ACTS WITH ORDINARY DUE CARE AND IN GOOD FAITH IN RESPONDING TO ANY MESSAGE SENT FROM ANY REGISTERED MOBILE DEVICE THAT IS PURPORTED TO BE SENT BY CUSTOMER.** Customer understands that it can send secure messages to the Bank over the Internet by logging into the Online Banking Services from a personal computer with proper User ID, Password and AAI and selecting the "Request Assistance" link. **Bank's use of its commercially reasonable Security Procedures for maintaining confidentiality and security of information shall constitute fulfillment of Bank's obligations to exercise due care.**

Customer understands that information that it provides while using the Mobile Treasury Management Services may be stored on Bank's secured servers and protected by industry standard encryption techniques. However, the Bank is not accepting any responsibility to archive any communications with

Customer if transmitted or received using the Mobile Treasury Management Services beyond the time required by applicable law, if any, or as stated in this Agreement, whichever is longer. Customer understands that it is responsible for accessing, opening and reading messages, alerts and other communications sent to any registered Mobile Device. It is Customer's responsibility to notify the Bank if any message, alert or other communication is not accessible, is incomplete or is unreadable. Customer understands that information Customer provides while using the Mobile Treasury Management Services may be stored on Bank's secured servers and protected by industry standard encryption techniques. However, the Bank is not accepting any responsibility to archive any communications with Customer transmitted or received using the Mobile Banking Services beyond the time required by applicable law, if any, or as stated in this Agreement, whichever is longer. The use of Mobile Treasury Management Services via any Mobile Device is interrupted for any reason, Customer agrees to log into Online Banking Services to determine if the previously entered transaction is displayed. If Customer cannot reestablish a connection, or ascertain the status of any previously entered transaction, Customer will call one of Bank's Commercial Online Banking Specialists at (940) 325-9821. **TO AVOID A DUPLICATE TRANSACTION, CUSTOMER WILL NOT REISSUE A TRANSACTION DURING THE INTERRUPTED SESSION UNLESS CUSTOMER IS ADVISED TO DO SO BY A COMMERCIAL ONLINE BANKING SPECIALIST. CUSTOMER AUTHORIZES THE BANK TO PAY ANY DUPLICATE TRANSACTION, AND BANK IS NOT RESPONSIBLE FOR ANY THIRD PARTY'S REFUSAL TO RETURN ANY FUNDS RESULTING FROM A DUPLICATE TRANSFER.**

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

10. Erroneous Instructions. CUSTOMER AGREES THAT TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE BANK WILL NOT BE LIABLE FOR ANY INSTRUCTION, FUNDS TRANSFER ORDER, AMENDMENT OR CANCELLATION, OR ANY LOSS ARISING THEREFROM, ERRONEOUSLY TRANSMITTED BY THE CUSTOMER OR ANYONE AUTHORIZED BY THE CUSTOMER HEREUNDER OR CONTAINING AN ERROR IN CONTENT AS PROVIDED BY THE CUSTOMER OR ANYONE AUTHORIZED BY THE CUSTOMER HEREUNDER, REGARDLESS OF WHETHER THE BANK FOLLOWED THE SECURITY PROCEDURES AGREED UPON HEREIN OR ANY APPLICATION HERETO.

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

12. Account Holder's Liability for Funds Transfers. The Customer agrees to be bound by any funds transfer, amendment or cancellation to a funds transfer issued in the Customer's name and received by the Bank, whether or not authorized, if the Bank accepts the funds transfer, amendment or cancellation in good faith and in compliance with the Security Procedures agreed to herein. In the event that a funds transfer is unauthorized but effective pursuant to the Security Procedures agreed to herein, the Bank is entitled to enforce or retain payment for the funds transfer from the Customer unless the Customer can

prove that the funds transfer was not caused, directly or indirectly, by a person (i) entrusted at any time with duties to act on the Customer's behalf with respect to such funds transfer or the Security Procedures; or (ii) who obtained access to the Customer's transmitting facilities or who obtained, from a source controlled by the Customer and without authority of the Bank, information facilitating breach of the Security Procedures, regardless of how the information was obtained or whether the Customer was at fault.

13. Account Reconciliation and Reporting of Discrepancies.

(a) Generally. The Deposit Account statements provided to the Customer by the Bank will notify the Customer of (i) the execution of funds transfers and all debits or credits to accounts of the Customer held by the Bank resulting from transactions pursuant to the Agreement; and (ii) amounts debited by the Bank from the account(s) for payment of fees for the Services hereunder or other charges pursuant to the Agreement. The Customer agrees that the Bank will not be required to provide any other notice to the Customer of the execution of any funds transfers, debits, credits or charges.

(b) Notification of Discrepancies. Customer agrees to promptly report to the Bank any discrepancies between the Customer's records and the Bank's records and/or Deposit Account statements and any relevant facts pertaining to a potentially unauthorized or erroneous funds transfer of any kind. (i) For funds transfers, such report should be made within thirty (30) calendar days from the date the Customer receives notice from the Bank that the funds transfer was processed or that the Customer's account was debited with respect to the funds transfer. The Customer's failure to notify the Bank of any such discrepancies may result in the Customer forfeiting any interest potentially due on the amount of the unauthorized or erroneous funds transfer due to Customer's failure to provide notification within thirty (30) days as stated herein. (ii) For all ACH transactions that are believed to be unauthorized or erroneous, such report should be made no later than one (1) Business Day following the date of the unauthorized or erroneous entry so that the Bank can return the item to the Originating Depository Financial Institution (the "ODFI") within the two (2) Business Day period required under NACHA Rules. Failure to do so for debits against an account will preclude the Bank from returning the transaction through the ACH system and re-crediting the account. At the Customer's request, the Bank will go outside the ACH system and request a credit from the ODFI based on a violation of the ODFI's warranty that the transaction was authorized.

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

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

16. Fees.

(a) Generally. The Bank reserves the right to change any fee schedule at any time and from time to time upon not less than thirty (30) days prior written notice to the Customer, but no change shall be effective for any period prior to the effective date of such notice. Applicable fees do not include, and the Customer will be solely responsible for payment of any sales, use, excise, value added, utility tax, or tariffs relating to the Service(s) provided hereunder, and for all telephone charges, Internet access service charges, tolls, tariffs, and other costs for Online Banking Services initiated by the Customer or the Customer's Authorized Users.

(b) Payment of Fees. Any amount(s) due the Bank for the Service(s) as determined by the Bank's account analysis system will be charged as a direct fee debited to the Customer specified Deposit Account. If the Customer specified Deposit Account has insufficient funds to pay any amount due; the Bank may debit any Deposit Account maintained by the Customer at the Bank, whether or not such debit creates an overdraft. If there are no Deposit Accounts at the Bank with sufficient funds to cover the amount due the Bank, the Customer agrees to pay such amounts directly to the Bank upon demand. The Customer also agrees to reimburse the Bank for any actual expenses the Bank may incur to effect, administer or revoke any Service(s). In the event any fees or taxes are owed to the Bank and are not paid; the Bank shall have no obligation to execute any Service for the Customer, or to continue any Service(s) previously provided to Customer. Any fees or charges for Services not settled as provided for herein within thirty (30) days of the date they were first charged to the Customer specified account will bear interest until paid at a rate equal to the lesser of one and one half percent (1.5%) per month or the maximum interest rate allowed by applicable law.

17. Use of Third Parties.

(a) The Bank's Use of Third Parties. The Bank's ability to provide certain Services depends on its ability to provide access to third-party networks and other third-party services. In the event the Bank determines, in its sole discretion, that it is unable to provide third party network or services access, the Bank may discontinue the related Service or may provide the Service through an alternate third-party network or service, and shall have no liability for the unavailability of such Service.

(b) The Customer's Use of Third Parties. The Customer shall notify the Bank in writing as specified in Section 4(e) of the name of any third party whom it hires, employs, or to whom it delegates its duties or responsibilities under the Agreement, before that third party initiates any transaction or performs an obligation authorized or required under the Agreement. The Customer agrees that it shall be solely responsible for all acts of any such third party. The Customer shall provide information including financial information which the Bank may, in its sole discretion, require from time to time regarding any third-party vendor which the Customer hires, employs, or retains in any manner, to initiate transactions or assume any of the Customer's duties under the Agreement. The Customer understands and agrees that because of the risks involved in certain of the Services that the Customer may utilize, the Bank may refuse, in its sole discretion, to provide such Services to the Customer if the third party retained by the Customer does not meet the Bank's qualification criteria. The Bank's acceptance of any third party retained by the Customer based on the Bank's qualification criteria is not a representation or warranty by Bank regarding the fitness of the third party's capabilities or financial condition, nor is such acceptance by Bank an endorsement of any third party's ability to perform the third-party services for Customer. The Customer agrees that it shall not allow any third party to use any Service hereunder or to process any third party's transactions pursuant to the Services hereunder through the Customer or its accounts without the Bank's prior written consent.

18. Courier Agreements. With the Bank's permission, the Customer may utilize a courier to conduct transactions pursuant to the Agreement. In so doing, the Customer agrees at all times and in all respects, regardless of the source of payment for the courier services, that (i) the courier is the agent of the Customer and not the Bank; (ii) the Bank makes no representations or warranties regarding any courier, and assumes no responsibility with respect to any services performed or promised by any courier; and (iii) the Customer

assumes all risk of loss (including loss or theft by third parties or employees of the Customer or the courier) prior to the Bank's acceptance of such transactions from the courier and subsequent to the courier's acceptance of transactions from the Bank. The Customer agrees that the Customer and the courier will be responsible for all loss recovery procedures and processes, although the Bank may undertake commercially reasonable efforts to facilitate loss recovery.

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

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

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

(a) Customer Records. The Agreement will not relieve the Customer of any obligation imposed by law, contract, or otherwise regarding the maintenance of records or from employing adequate audit, accounting and review practices. The Customer shall retain and provide to the Bank upon request all information necessary to remake or reconstruct any deposit, transmission file, or entry for at least ten (10) Business Days following receipt by the Bank of the deposit, transmission file, entry, or other order affecting any of the Customer's account(s); provided, however, that the Bank's records, kept in the ordinary course of business, will be presumed to accurately reflect the contents of the Customer's instructions to the Bank and, in the absence of manifest error, will be binding and conclusive.

(b) Ownership of Data. The parties understand, acknowledge and agree that all data provided by Customer to Bank (including, but not limited to, electronic images of Substitute Checks retained on any Processing Equipment, Processing Software, or any other processing equipment or software (including Customer's computer) used by Customer in conjunction with Remote Capture Services), and all data produced, compiled or otherwise provided by Bank to Customer, in any form or format, is the sole and exclusive property of Customer and copies thereof shall be provided to Customer at Customer's request from time to time and at any time ("Customer-owned Data"). Once Customer-owned Data is delivered by Bank to Customer, retrieved by Customer from Bank, or otherwise created as a by-product of a transaction between Customer and Bank and retained by Customer, such Customer-owned Data is solely within Customer's possession and control.

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

(d) Responsibility for Loss. If, despite Customer efforts, Customer suffers any damage or loss as a result of any unauthorized access or data security breach (e.g., computer hacking, virus attack, or theft or loss of equipment or other information containing Customer-owned Data), and regardless of whether such unauthorized access or breach results from the activities of Customer's employees, agents, subcontractors, or any unaffiliated third party, any such loss or damage shall be the sole responsibility of the Customer.

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

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

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

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

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

"Related Entity" means either (a) a Parent, (b) a Subsidiary, or (c) an Affiliate of Customer.

"Subsidiary" means an organization for which another organization, either directly or indirectly through or with one or more of its other subsidiaries: (a) owns at least 50 percent of the outstanding ownership or membership interests of the organization; or (b) possesses at least 50 percent of the voting power of the owners or members of the organization.

The Customer represents, warrants and agrees that (i) the execution, delivery and performance by the Customer under the Agreement are within the Customer's powers, have been duly authorized by all necessary action and do not contravene the Customer's governing documents (if any) or any law or contractual restrictions; (ii) no authorization, approval or other act, and no notice to or filing with any governmental authority or regulatory body is required for the execution, delivery and performance by the Customer of the Agreement; (iii) the Agreement constitutes the legal, valid and binding obligation of the Customer and that the Agreement is enforceable against the Customer in accordance with the terms of the Agreement; (iv) no information furnished by the Customer to the Bank in connection with the Agreement is inaccurate in any material respect, contains any material misstatement of fact, or omits any fact necessary to make such statements not misleading, as of the date it is dated, or if not dated, the date it is given to the Bank; and (v) the Customer has not been induced to enter into the Agreement by any representations or statements, oral or written that have not been expressly incorporated herein by reference. The Customer agrees to deliver to the Bank, upon execution of the Agreement and at any time upon the Bank's request, a certified copy of a duly adopted resolution, unanimous consent or other similar corporate document or official record authorizing the execution of the Authorization and Agreement and the granting of authority to the person(s) identified therein.

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

23. Compliance With Laws. Bank and Customer each agree to comply with provisions of all applicable federal, state, county or municipal laws, regulations or ordinances, and shall be responsible for obtaining any and all authorizations from any applicable governmental authority that may be required for the party to perform hereunder. Furthermore, both parties agree to comply with applicable federal and state privacy laws and anti-money laundering laws. Customer agrees that it shall not use any Services, including Remote Capture Services, in any manner that is designed or has the effect of violating or evading any laws with regards to currency controls, money laundering, banking secrecy, or unlawful Internet gambling (including, but not limited to, any "restricted transactions" as defined under the Unlawful Internet Gambling Enforcement Act).

24. Limitations of Liability.

(a) Generally. To the extent permitted by law, and except for the remedies provided expressly herein for breach of the Agreement, the Customer agrees that the Bank will have no liability whatsoever for any loss, damage, or claim (collectively, a "Claim") arising out of the performance of or non-performance of any Service in accordance with the terms of the Agreement, **EVEN IF SUCH CLAIM ARISES, IN WHOLE**

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

(b) Statute of Limitations. The Customer agrees that any Claim, action, suit or proceeding against the Bank for damages resulting in any respect from its acts or omissions in its performance of the Service(s) hereunder must be brought within two (2) years from the date of the Bank's alleged act or omission.

(c) Notification in the Event of Claim. The Customer agrees to immediately notify the Bank of any Claim by the Customer, or any Claim that is made to the Customer by a third party, where an act or omission by the Bank in connection with any Service is alleged to have caused the Customer or such third party to sustain any damages.

(d) Other Limitations. The Customer agrees that any Deposit Account(s) it may have at the Bank may be subject to additional liability limitations that are described in the Deposit Account Agreement for any such account(s).

(e) Reporting of Errors. The Customer acknowledges that it is not possible for Services provided by the Bank hereunder to be free of operator, program or equipment error, and those errors in processing and compiling account data may occasionally occur, requiring adjustments. As such, the Customer agrees to review and verify all results and to maintain adequate controls for insuring both the accuracy of data transmissions and the detection of errors. Unless otherwise required by law, the Bank's sole responsibility

for reporting errors caused by it will be to reprocess information and reports for the applicable period in question and to submit corrected reports at its own expense to the Customer.

25. Indemnification. To the maximum extent permitted by applicable law, Customer shall indemnify and hold the Bank and its affiliates, directors, officers, employees, and agents, individually and collectively, harmless, promptly after receipt of a written request from the Bank for such indemnification, for and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, regulatory actions, fines, penalties, costs (including without limitation the fees and the expenses of legal counsel to the Bank and internal expenses of the Bank), expenses, or disbursements of any kind or nature whatsoever and by whomsoever brought or caused (the "Indemnified Liabilities") which may be imposed upon, incurred by, or asserted against the Bank, its officers, directors and employees in any way relating to or arising out of this Agreement, the Services, a representation or warranty of Customer, transfer, any investigation or proceeding brought by any governmental authority whatsoever, any subpoena, order, levy, garnishment or request, or any action taken or omitted by the Bank or Customer under this Agreement (an "Indemnification Event"). Upon the occurrence of an Indemnification Event, the Bank shall provide prompt written notice to Customer except where disclosure is prohibited by applicable law or the Bank has been instructed by a governmental authority that disclosure would hamper an ongoing investigation.

THE BANK AT ITS SOLE DISCRETION MAY HOLD FUNDS IN SUCH AMOUNT AS IT DEEMS NECESSARY TO COVER THE INDEMNIFIED LIABILITIES OR INDEMNIFIED LIABILITIES THAT ARE LIKELY TO OCCUR IN THE BANK'S OPINION. SPECIFICALLY, IN ORDER TO FUND CUSTOMER'S OBLIGATIONS UNDER THIS PARAGRAPH, THE BANK MAY REQUIRE, AT ANY TIME, THAT CUSTOMER ESTABLISH AN ACCOUNT AT THE BANK TO BE HELD FOR THE BENEFIT OF THE BANK (THE "INDEMNIFICATION RESERVE"). THE INDEMNIFICATION RESERVE SHALL BE SEPARATE AND APART FROM ANY OTHER RESERVE ACCOUNT ESTABLISHED UNDER THIS AGREEMENT. THE INDEMNIFICATION RESERVE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT. IN ITS SOLE DISCRETION, THE BANK MAY HOLD THE INDEMNIFICATION RESERVE FOR UP TO TWO (2) YEARS AFTER TERMINATION OF THIS AGREEMENT OR UPON THE RESOLUTION OF ANY INDEMNIFICATION EVENT, WHICHEVER IS LATER. THE INITIAL INDEMNIFICATION RESERVE SHALL BE \$0, AND THE BANK HAS THE RIGHT TO REQUIRE AN INCREASE TO SUCH AMOUNT WITH FIVE (5) DAYS PRIOR WRITTEN NOTICE, IN ITS SOLE DISCRETION, OR THE BANK MAY TRANSFER FUNDS FROM OTHER CUSTOMER ACCOUNTS TO FUND THIS INDEMNIFICATION RESERVE. CUSTOMER SHALL PROMPTLY REPLENISH ANY AMOUNTS WITHDRAWN FROM THE INDEMNIFICATION RESERVE BY THE BANK IN ORDER TO MAINTAIN THE REQUIRED LEVEL OF THE INDEMNIFICATION RESERVE.

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

27. Termination.

(a) By the Bank with Cause. The Bank may, in its sole discretion, terminate the Agreement in its entirety or with respect to one or more specified Service(s) effective immediately if: (i) the Customer fails to maintain adequate collected and available balances to cover all transactions, costs and expenses relating to one or more Service(s); (ii) there is an occurrence of a material change in the Customer's credit and/or risk analysis criteria as determined by the Bank in its sole and absolute discretion; (iii) the Bank at any time determines that the Customer or the Customer's third-party vendor does not meet the Bank's risk or other qualification requirements; (iv) there is an occurrence of a material change in Customer's credit and/or risk analysis criteria as determined by Bank in its sole and absolute discretion, and Customer refuses to execute

the Bank's "Treasury Management Services Guaranty" upon request of Bank; (v) Bank discovers any willful misconduct (including but not limited to writing or knowingly passing bad checks, or types of fraudulent activity) on the part of Customer or any other party with respect to electronic images submitted by Customer if Customer utilizes the Bank's Remote Capture Services or originated electronic entries if the Customer utilizes the Bank's ACH Services; (vi) the Customer is in default of any terms of a Service specific provisions of this Agreement where such default gives Bank the right to terminate, immediately or otherwise, the Agreement or a specific Service; (vii) the Customer has selected a particular Service, but Customer has not used such Service for a period of time deemed to constitute an inactive Service by Bank (in Bank's sole discretion); (viii) the Customer is in default of any terms of the Agreement or any other agreement with the Bank; or (ix) Customer is in violation, in the opinion of the Bank, of any applicable federal or state law, including the provisions of the Unlawful Internet Gambling Enforcement Act. In any of these events, the Bank's sole obligation shall be to provide notice of its termination of the Agreement to the Customer as soon as is commercially reasonable.

(b) By Either Party for Any Reason. Either party may terminate the Agreement, with or without cause, in its entirety or with respect to one or more specified Service(s) at any time, upon thirty (30) days written notice to the other of its intent to do so.

(c) Rights and Responsibilities upon Termination. In the event of termination of the Agreement or any Service hereunder, the rights and responsibilities of the parties shall continue through any applicable settlement period including the Customer's responsibility to pay the Bank for Service(s), and to maintain a Reserve Account as otherwise stated in this Agreement, with respect to transactions processed prior to the effective date of termination. If this Agreement, or any Service, is terminated by Bank, Bank may accelerate all amounts due and to become due under this Agreement, and Customer shall promptly make full payment to Bank of all amounts due and amounts incurred under this Agreement. If Customer utilizes the Remote Capture Services, termination of this Agreement for any reason shall automatically terminate the limited license to the Processing Software granted in the Remote Capture Services Section, and Bank has the right to demand immediate return of the Processing Software, the Processing Equipment and all Documentation (as those terms are defined in the Remote Capture Services Section). In the event that Customer fails to immediately return such items upon the written demand of Bank, Bank shall have the authority to enter the premises of Customer to remove such items.

28. Governing Law; Arbitration. The Customer and the Bank agree that any controversy or Claim (as that term is defined in Section 24 of this Agreement) between the Customer and the Bank, or between the Customer and any of the officers, employees, agents, or affiliated companies of the Bank, arising out of or relating to the Agreement, any of the transactions contemplated under the Agreement, any of the Services provided pursuant to the Agreement, any of the discussions or negotiations leading up to the making of the Agreement, any relationship that results from any of the foregoing, whether based in contract, or an alleged tort, or on any other legal theory, and whether asserted as an original or amended claim, counterclaim, cross claim, or otherwise, shall be governed by federal law and all applicable substantive laws of the State of Texas (without regard to its conflict of laws principles). The Bank is located in Texas and that is where the Customer opens the Customer account(s). In addition, Bank is subject to certain federal and state regulations, as well as national and local clearing house rules regarding some of the matters addressed in this Agreement, and Bank must comply with these laws, regulations and rules. The Customer agrees that if there is any inconsistency between the terms of this Agreement and any applicable law, regulation or rule, the terms of this Agreement will prevail to the extent any such law, regulation or rule may be modified by agreement.

Except for Claims involving injunctive relief or specific performance, the parties agree that all other controversies and Claims between them, upon request of either party, shall be arbitrated by a single arbitrator, whose selection shall be subject to the parties' mutual approval, and conducted in a private proceeding pursuant to the Rules of the American Arbitration Association ("AAA") then in effect. If the parties are unable to agree upon a private arbitrator within 30 days of a request for arbitration, the party

seeking arbitration may initiate an arbitration proceeding with the AAA by filing a demand for arbitration with the AAA's Dallas, Texas office, and the selection of arbitrator(s) shall be carried out pursuant to the AAA Rules. Any arbitration shall be initiated by the filing of a demand for arbitration, a copy of which shall be provided to the other party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision. Arbitration shall be in Dallas County, Texas. Any arbitration proceedings shall be confidential and final.

The Customer and Bank agree to irrevocably waive the right to trial by jury of all controversies and Claims by, between, or against either the Customer or the Bank when the controversy or Claim is to be decided by a court (e.g., claims involving injunctive relief or specific performance).

To the maximum extent permitted by applicable law, no Claim, regardless of form, arising out of this Agreement may be brought by either party more than two (2) years after the claiming party knew or should have known of the cause of action.

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

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

31. Other Agreements; Severability; Construction. If any provision of the Agreement or of any writing used in connection with the Agreement is unlawful or unenforceable, each such provision or writing will be without force and effect without thereby affecting any other provision hereof. No waiver of the provisions herein shall be effective unless in writing and signed by the party to be charged with such waiver. No waiver shall be deemed a continuing waiver unless expressly so stated in writing. The headings in the Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in the Agreement should be construed so the singular includes the plural and the plural includes the singular. In addition, any dispute arising from or related to the Customer's accounts with the Bank or the Services provided hereunder shall be governed by applicable federal laws and regulations, Federal Reserve Bank Rules and Operating Circulars, and general commercial bank practices applicable to accounts such as those held by the Customer and Services such as those offered hereunder. Any provision that by its terms or operation is designed to survive termination, expiration or cancellation of this Service shall so survive.

32. Attorneys' Fees. Except as otherwise provided in this Agreement, the parties shall be responsible for their own costs and expenses related to this Agreement and their respective obligations hereunder. In the event of any dispute between the parties arising under this Agreement, including but not limited to arbitration, the prevailing party shall be compensated for all fees, costs, and expenses associated with such dispute by the non-prevailing party.

33. Legal Actions Affecting Your Account. Should the Bank at any time be served with a subpoena, warrant, order or other request from a Governmental Authority for information or records concerning this Agreement, the Service, or Customer, or with a levy or garnishment of the Bank accounts, the Bank shall follow (and may rely on absolutely) the advice of its legal counsel as to the appropriate response to such

subpoena, warrant, request, levy, order or garnishment, and shall have no liability or responsibility whatsoever to Customer for doing so even if such advice shall turn out to have been mistaken. Customer agrees to the foregoing and recognizes that the Bank's current policy (which is subject to change based on advice of legal counsel) is to comply with any such subpoena, warrant, request, order, levy or garnishment as concerns information, records or funds. Customer recognizes that the Bank's compliance with any subpoena or investigation may be expensive and time-consuming. Customer hereby agrees to remit funds to reimburse the Bank in connection with such expenses promptly in accordance with the funding of the Indemnification Reserve described above.

34. Resolving Account Disputes. Bank may place an administrative hold on the funds in Customer's account(s) that is enrolled in the Services (i.e., refuse payment or withdrawal of the funds) if the account becomes subject to a claim adverse to (1) Customer's own interest; (2) others claiming an interest as survivors or beneficiaries of Customer's account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as Bank believes reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to Bank that the dispute has been resolved. Bank will not be liable for any items that are dishonored as a consequence of placing a hold on funds in Customer's account for these reasons.

35. Compliance Management. Customer shall implement compliance management systems designed to effectively monitor compliance with the applicable law related to the Service and the Customer's business and activities. Such compliance management systems shall include, but will not be limited to, designing policies and procedures to comply with any applicable law, and addressing and monitoring consumer complaints. Customer certifies to the Bank that it has policies and procedures for complying with the Bank Secrecy Act ("BSA"), including Know Your Customer ("KYC"), Anti-Money Laundering ("AML") and Office of Foreign Assets Controls ("OFAC") compliance which incorporate strategies to deter money laundering for terrorist funding. Management of Customer shall take all necessary actions to implement such policies and procedures and oversee compliance within its organization. The Bank may request information with respect to Customer's compliance management program from the Customer, and the Customer shall provide such information within five (5) business days of such request. Customer represents that its managing officers, directors or similarly designated personnel has adopted pertinent policies, procedures and internal controls with respect to the Service, consistent with Customer's obligations under applicable federal and/or state law and regulation.

36. Periodic Due Diligence Review. In addition to any other audit rights contained herein, Bank shall have the right to audit on a daily basis Customer's compliance with this Agreement, applicable law, and the Bank's policies and procedures through due diligence and inspection, including, but not limited to, (i) all accounting records, payment records, purchase orders and end-user customer data information; (ii) an assessment of Customer's AML program; (iii) the testing of Customer's AML compliance program; (iv) evaluation of the written procedures for the operation of Customer that relate in any manner to BSA/AML compliance; (v) Customer's written employee screening practices; and (vi) on-site visits. Customer shall cooperate with all due diligence reviews by the Bank in accordance with the Bank's internal review criteria. Customer shall immediately provide to the Bank any due diligence-related information and assistance as the Bank may require performing any such review. Customer's failure to meet the requisite criteria or to provide sufficient information or assistance when requested shall constitute a breach of this Agreement and shall permit the Bank to terminate this Agreement immediately upon notice to Customer. If a due diligence review is required due to any actions of Customer that are determined by the Bank, to be appropriate to address concerns of or respond to any governmental authority with oversight over either Customer or the Bank, or is conducted to avoid the potential for consumer harm, Customer will reimburse the Bank for all costs and expenses associated with the due diligence review.

SERVICE SPECIFIC PROVISIONS

A. Account Reconciliation

1. The Service.

(a) Generally. The Bank, at its sole discretion, may agree to provide "Account Reconciliation Services" to the Customer on selected Customer Deposit Account(s), as identified to the Bank.

(b) Full Reconciliation. For applicable Deposit Accounts identified whereby the Customer has requested the Bank reconcile accounts, the Customer agrees to deliver or transmit the serial number, amount and status of each check by Deposit Account number to the Bank in a format agreed to by the Bank and the Customer.

(c) Partial Reconciliation. For applicable Deposit Accounts identified whereby the Customer has requested data from the Bank for reconciliation purposes, the Bank agrees to deliver or transmit the serial number, amount, paid date and status of each item or check by Deposit Account number to the Customer in a format agreed to by the Bank and the Customer.

(d) Deposit Reconciliation. For applicable Deposit Accounts identified whereby the Customer has requested data from the Bank for reconciliation purposes, the Bank agrees to deliver a report that lists deposits made by location number.

2. Data Transmission. Entries shall be delivered to the Bank no later than 3:00 p.m. Central Time on the last day of the statement cycle (the "Cutoff Time"). Entries delivered to the Bank shall be prepared and submitted in compliance with the formatting as provided. Files shall be deemed delivered to the Bank when the applicable Security Procedures provided for with respect to such transmittal as set forth herein have been complied with and the electronic data transmission to the Bank is completed in accordance with the Agreement.

3. Reports.

(a) Full Reconciliation. Reports provided by Bank include: (i) data by day (issue date, paid date, amount, serial number); (ii) statement report; (iii) outstanding issue report; (iv) stale item report; (v) float analysis report; (vi) stops, voids and cancel report; and (vii) exception report. Only the statement report is balanced. Bank reports/transmissions will be delivered to Customer within ten (10) Business Days after the statement cycle, in accordance with the Agreement.

(b) Partial and Deposit Reconciliation. Reports include (i) data by day and (ii) statement report. Only the statement report is balanced. Bank reports and/or transmissions will be delivered within ten (10) Business Days after the statement cycle, in accordance with the Agreement.

4. Security Procedures. The Customer and the Bank shall comply with the following "Security Procedures" with regard to the delivery/transmittal by the Customer to the Bank:

(a) Transmittal Registers. With respect to each File, the Customer shall provide in writing to the Bank a "Transmittal Register" which shall contain: (i) the Customer's name; (ii) the total number of items transmitted; and (iii) the corresponding total dollar amount of such items; and

(b) Transmittal Procedures. The following procedures shall be followed in transmitting to the Bank: (i) on the date that the data is transmitted, the Customer (or an agent of the Customer) shall send to the Bank the Transmittal Register. In the event the Customer has a third-party processor ("Processor"), a transmittal letter from the Processor is sufficient if it contains the number of items and amount for the

entire transmission; (ii) The total number of issued items in the file, and the total dollar amount of issued items in the file, as included in the data transmission, must match the information shown in the Transmittal Register; (iii) The total number of any voided items in the file, and the total dollar amount of voided items in the file, as included in the data transmission, must match the information shown in the Transmittal Register; and (iv) The data will be deemed delivered to the Bank when all steps as described in this Section have been complied with and the transmission is completed.

B. ACH Services

1. The Service. The Bank participates in the ACH Network, which is a batch processing, store-and-forward system. Transactions received by the Bank during the day are stored and processed later in a batch mode.

(a) The ACH Network. The ACH Network consists of: (i) Originators who initiate the transaction (the "Entry"); (ii) Originating Depository Financial Institutions (the "ODFI") that receive payment instructions from Originators and forward them to the ACH Operator; (iii) the ACH Operator (normally the Federal Reserve Bank) which is a central clearing facility that receives and forwards transactions to Financial Institutions; (iv) Receiving Depository Financial Institutions (the "RDFI") that post the transactions to the accounts of their depositors; and (v) Receivers of transactions which are companies or persons who have authorized the Entry to their account.

(b) Rules. Uniform Commercial Code; Rules. Uniform Commercial Code Article 4A ("Electronic Funds Transfers") states, as adopted in Texas (as Section 4A.501 of the Texas Business and Commerce Code), that the rights and obligations of a party to a funds transfer may be varied by agreement of the affected party. Under this general exception in the Uniform Commercial Code, the operation of the ACH Network is governed by NACHA's Operating Rules and Operating Guidelines (the "NACHA Rules"). Customer acknowledges receipt of a copy of the current NACHA Rules. Customer hereby agrees to: (i) comply with all NACHA Rules (including, but not limited to, ACH rules) as now existing or subsequently amended; (ii) abide by the applicable laws of the State of Texas and of the United States, including, but not limited to the Bank Secrecy Act, the U.S.A. PATRIOT Act, and sanctions enforced by the U.S. Treasury Department's "Office of Foreign Assets Control" ("OFAC"); and (iii) obtain all information regarding the list of sanctioned individuals periodically issued by OFAC, and refrain from engaging in prohibited transactions with such sanctioned individuals or entities (particularly if Customer is providing third-party ACH processing services to other entities, as permitted in Bank's sole and absolute discretion). Customer hereby understands and agrees that Bank is only able to provide ACH Services to Customer via Bank's role as both an ODFI and RDFI, as applicable, under the NACHA Rules, that Bank must comply with all of the NACHA Rules in order to provide ACH Services, and that Bank's compliance with the NACHA Rules includes, but is not limited to, immediately suspending or ceasing any ACH Services provided to Customer if Bank must, in Bank's sole and absolute discretion, take such action against Customer to comply with NACHA Rules and to avoid or mitigate any fines or penalties being assessed against Bank by NACHA for Customer's ACH activities. In addition to the other rights that Bank has under this Agreement, Customer understands and acknowledges that Bank has the right to audit the Customer with respect to Customer's compliance with the ACH Service Specific Provisions of this Agreement and with respect to Customer's compliance with NACHA Rules.

(c) Origination. The Bank, as an ODFI, agrees to provide ACH origination services (the "ACH Services") to allow the Customer to be an Originator of ACH Entries pursuant to the terms of the Agreement and this ACH Services section.

(d) Software and EDI Files. The Bank offers an online computer application through the Bank's Online Banking Service to assist the Customer in creating transaction data in the proper format. The Customer may use this application for formatting data or may use other data formatting software so long as such other software conforms to the NACHA Rules requirements for formatting. At the Bank's sole discretion, it may allow the Customer to receive Electronic Data Interchange ("EDI"). If allowed by the

Bank, in order to receive ("EDI") data a Customer may access EDI files using the Bank's FTP site in NACHA format, or the Customer can choose to receive a translated copy through the Bank's Online Banking Services.

2. ACH Services Approval and Underwriting Process.

(a) Bank Approval and Monitoring of Customer's ACH Operations Risk. Customer agrees and acknowledges Bank shall provide ACH Services to Customer subject to Bank's prior approval. To obtain approval from the Bank, the Customer is required to undergo the Bank's screening and risk analysis process regarding the Customer's proposed ACH operations. In addition, after any initial approval for ACH Services by Bank, Bank shall also, from time-to-time and in its sole discretion (including the occurrence of certain events described in subsection (c) below), undertake additional ACH operations credit and risk analysis monitoring activities that are deemed necessary, in Bank's sole and absolute discretion, while Bank is providing ACH Services to an approved Customer. Customer agrees to cooperate with Bank regarding any ongoing risk analysis activities by Bank, including providing financial or other documents in a timely manner upon Bank's request, and taking any risk mitigation or other ACH Entry origination procedures as required by Bank.

(b) ACH Operations Credit and Risk Criteria. Bank's ACH operations credit and risk analysis shall be based on certain factors deemed relevant by the Bank in its sole discretion, including, but not limited to, the following factors: (i) the credit worthiness, financial condition and financial performance of the Customer, particularly the Customer's capital adequacy relative to the Customer's ACH activity volume; (ii) the nature, conduct and geographic location of the Customer's business, including whether the Customer engages in certain high-risk ACH activities or transaction environments, or whether certain "Standard Entry Class" ("SEC") codes that the Bank either deems to be high-risk or does not allow are present in Customer's ACH transactions; (iii) the historic level and dollar amounts of Customer's ACH returns, including any return levels or dollar amounts in excess of generally acceptable ACH return parameters (as determined by the Bank in its sole discretion), or a sudden increase in Customer's ACH return levels; and (iv) whether the Customer adheres to all authorization requirements set forth in detail in Section 5 below.

(c) Material Change in Credit and Risk Analysis Criteria. In the event a Customer approved for ACH Services either fails to maintain the minimum risk analysis criteria as required by the Bank, or if, in the opinion of the Bank, the Customer undergoes a material change in its operations that Bank believes increases the risk of the Customer's ACH operations, then the Bank may, in its sole discretion, take any and all of the following actions: require the Customer to pre-fund their ACH activities (as defined in Section 3 below); require the Customer to establish a Reserve Account (as defined in Subsection (d) below); or suspend or terminate ACH Services to the Customer, generally upon ten (10) days prior written notice from Bank, or suspend or terminate immediately upon notice to Customer, if Bank deems such immediate action necessary, in Bank's sole discretion, to comply with NACHA Rules. Events that constitute a material change in a Customer's business operations include, but are not limited to: (i) levels of ACH returns that exceed generally acceptable return levels (as determined by Bank); (ii) a significant or sudden increase in the Customer's ACH return levels as compared to the Customer's historic ACH return levels; (iii) significant changes in the nature of the Customer's business, including its product and services lines or transaction environments; or (iv) the occurrence of any other event that the Bank believes represents a material change in the Customer's financial performance or financial condition. Upon learning of any such material change, the Bank will inform Customer of the issue, and the Bank may exercise its right to temporarily suspend the Customer's ACH Services in order to investigate the issue. After investigation, the Bank may invoke its rights to require the Customer to Pre-fund ACH Services or to establish a Reserve Account, or the Bank may, in its sole discretion, exercise its right to terminate ACH Services to the Customer generally upon ten (10) days prior written notice from Bank, or immediately if Bank deems immediate termination necessary, in Bank's sole discretion, to comply with NACHA Rules.

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

3. Required Prefunding of ACH Credit Entries. If a Customer does not meet the Bank's minimum credit and risk analysis requirements to become fully approved for ACH Services, the Bank may choose to offer the Customer the option of obtaining ACH Services on a pre-funded basis ("Prefunding"). The Bank can also exercise its rights under Section 2 to require a Customer approved for ACH services to begin Prefunding its ACH Services. If the Bank exercises its rights to require Prefunding under Section 2 and Customer does not immediately comply with Bank's request, then such non-compliance shall be grounds for immediate termination of Customer's ACH Services provided by Bank, with such termination in Bank's sole discretion. If a Customer is required to use Prefunding for ACH Services, the Customer is required to submit the ACH credit Entry file two (2) Business Days in advance of the desired settlement date. If the Customer's account has funds that are at least equal to the amount of the ACH credit Entry file, then the ACH credit Entry file will be processed as normal on the desired settlement date. However, if the Customer does not have the necessary funds available in their account, then the ACH system will continue to check for funds each time the Bank's operations area sends a batch to the ACH operator. If funds become available in the Customer's account regarding an ACH credit Entry file that was previously unfunded, then the ACH system will automatically pick up that ACH credit Entry file in the next batch run. If, however, the ACH credit Entry file is unfunded, then the Bank's ACH department will notify the appropriate Bank officer or branch manager to inform such individual that the Prefunding Customer is trying to process an ACH credit Entry file without the necessary funds. The Bank officer or branch manager will then have the option to contact the Customer to fund the Account, or to request the Bank to "force" the ACH credit Entry file in question through with appropriate approval from either the Bank ACH operations manager or Bank ACH product manager. If neither option is possible, then the ACH credit Entry file will sit on the Bank's ACH system in suspense until the intended effective date. If the ACH credit Entry file is still not funded or approved before the intended effective date, it will be deleted from the Bank's system.

4. Delivery of Entries. The Customer shall deliver Entries to the Bank's Treasury Management Operations Department. Entries shall be deemed delivered to the Bank when the applicable Security Procedures with respect to submission as set forth herein have been complied with and the submission to the Bank is completed in accordance with the Agreement.

(a) **Effective Date.** The Customer shall specify the date on which it desires each batch of Entries to be Settled (the "Effective Entry Date"). The Effective Entry Dates specified for all Entries must be Business Days.

(b) **Cutoff Times.** Except for Same-Day ACH Entries, Debit Entries shall be delivered to the Bank no later than 3:00 P.M. one (1) Business Day prior to their Effective Entry Date, and credit Entries no later

than 3:00 P.M. two (2) Business Days prior to their Effective Entry Date (in each case, the "Cutoff Time"). The Cutoff Time for Same-Day ACH Entries shall be 12:00 p.m. Central Time. If Entries are delivered to the Bank after the Cutoff Time on a Business Day, the Bank may treat such Entries as having been received on the next following Business Day. Entries delivered to the Bank shall be prepared and submitted in compliance with the formatting and other requirements as set forth in the NACHA Rules and in accordance with the provisions of the Agreement.

(c) Sensitive Information. The Customer shall not send banking information over an unsecured Internet connection. Communications sent to the Bank over the Internet are considered unsecured unless the information is encrypted with at least the equivalent of 128-bit encryption technology or transmitted via a secure session using a commercially reasonable security technology that provides a level of security that is at least equivalent to 128-bit RC4 encryption technology. Banking information is sensitive personal or private information that includes, but is not limited to: banking routing number, account number, Social Security number, and ACH Entries. **THE CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY REQUESTS SENT VIA E-MAIL OR OTHER ELECTRONIC COMMUNICATION TO THE BANK THROUGH AN UNSECURED ELECTRONIC NETWORK ARE IN VIOLATION OF BANK AND NACHA POLICY AND PROCEDURES. THE CUSTOMER UNDERSTANDS AND AGREES THAT THE BANK IS NOT LIABLE FOR ANY LOSS OR DAMAGE INCURRED BY THE CUSTOMER WHEN AN UNAUTHORIZED PERSON GAINS ACCESS TO ANY SUCH E-MAIL OR OTHER ELECTRONIC COMMUNICATION. THE CUSTOMER AGREES TO INDEMNIFY AND HOLD THE BANK HARMLESS IF THE BANK ACTS WITH ORDINARY CARE IN GOOD FAITH BY RESPONDING TO ANY E-MAIL OR OTHER ELECTRONIC COMMUNICATION PURPORTED TO BE SENT BY THE CUSTOMER. THE BANK'S IMPLEMENTATION OF ITS NORMAL PROCEDURES REGARDING RECEIPT AND MAINTENANCE OF CONFIDENTIAL INFORMATION CONSTITUTES ITS EXERCISE OF DUE CARE.**

5. Authorization of Entries. The Customer shall:

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

(b) Retention of Authorization. Retain each such authorization agreement for so long as the same remains in effect and for a period of two (2) years after the termination or revocation of such authorization agreement;

(c) Notice. Notwithstanding anything to the contrary contained in the NACHA Rules, provide positive notice to each Receiver that a pre-authorized Entry has been initiated or a correcting Entry has been made;

(d) Proof of Authorization. Upon request from the Bank or any RDFI, provide the Bank or such RDFI with a copy of such Receiver Entry written authorization agreement, or documentation of such authorization, in accordance with the NACHA Rules;

(e) Re-presented Check Entries. With respect to any Entry that is a Re-presented Check Entry ("RCK") for an item drawn on a consumer account, the Customer represents and warrants to the Bank, to the extent not already represented and warranted herein: (i) the Customer has good title to the item; (ii) all signatures on the item are authentic and authorized; (iii) the item has not been altered; (iv) the item is not subject to a defense or claim; (v) the Customer has no knowledge of any insolvency of the maker of the item; (vi) any restrictive endorsement placed on the item is void or ineffective; (vii) the Customer will provide the Bank a front and back copy of the item within six (6) Business Days upon written request from the Bank; and (viii) that the Customer complies with all additional restrictions and requirements in Section 13(c) with respect to RCK Entries;

(f) Internet-Initiated (WEB) Entries. With respect to any Entry to a consumer account pursuant to an authorization obtained from the Receiver via the Internet ("Internet-Initiated Entry" or "WEB"), the Customer represents and warrants to the Bank, to the extent not already represented and warranted herein: (i) the Customer has employed a commercially reasonable fraudulent detection system to screen such Entry; (ii) the Customer has used commercially reasonable procedures to verify the identity of the Receiver and to verify that routing numbers provided by the Receiver are valid; (iii) the Customer has established a secure Internet session with each Receiver utilizing a commercially reasonable security technology, at a minimum equivalent to 128-bit encryption technology prior to the Receiver's key entry of any banking information, including, but not limited to, the Receiver's routing number, account number, and PIN or other identification symbol; and (iv) the Customer will conduct or have conducted annual audits in accordance with NACHA Rules to ensure the financial information it obtains from Receivers is protected by security practices and procedures that include, at a minimum, adequate levels of (1) physical security to protect against theft, tampering, or damage, (2) personnel and access controls to protect against unauthorized access and use, and (3) network security to ensure secure capture, storage, and distribution of financial information, and the Customer will provide to the Bank a copy of the written report of each such audit promptly upon its receipt; If Customer will be engaging in mobile initiated Entries (e.g., origination of consumer ACH debit Entries via Mobile Device), the Customer must use the WEB SEC code and must otherwise comply with all NACHA Rules regarding mobile WEB Entries.

(g) Telephone-Initiated Debit Entries. With respect to any single or recurring debit Entry to a consumer account pursuant to an authorization obtained from the Receiver via telephone ("Telephone-Initiated Debit Entry" or "TEL"), the Customer represents and warrants to the Bank, to the extent not already represented and warranted herein: (i) the Customer has commercially reasonable procedures to verify the identity of the Receiver and to verify that routing numbers are valid; (ii) for purposes of the Customer's compliance with provisions relating to the authorization of entries by the Receiver and with respect to TEL Entries, the "authorization agreement" shall be either: for single Entry TEL (1) comprised of oral authorization from the Receiver containing the minimum information required by the NACHA Rules, and (2) evidenced by either a tape recording of such oral authorization or a written notice to the Receiver confirming the oral authorization and meeting the requirements of the NACHA Rules; and for recurring Entry TEL meets all of the NACHA Rules requirements for such Entries. The original or a duplicate tape recording of the oral authorization, or, as applicable, the original, microfilm, or microfilm-equivalent copy of the written notice, shall be retained for so long as the authorization agreement remains in effect and for a period of two (2) years after the termination or revocation of the authorization agreement (i.e., 2 years from the date of the authorization of a single TEL or from the termination or revocation of the authorization for recurring TEL Entries);

(h) Lockbox/Dropbox-Initiated Debit Entries. With respect to any debit Entry to an account of a purchaser (e.g., a customer of Bank's Customer) pursuant to an authorization consisting of the Customer's receipt of a check via a lockbox facility or at a dropbox location ("Accounts Receivable Debit Entry" or "ARC"), the Customer represents and warrants to the Bank, to the extent not already represented and warranted herein: (i) the amount of the Entry, routing number, account number and check serial number reflected in the debit Entry are in accordance with the check serving as the source document; (ii) the Customer will maintain a reproducible, legible image, microfilm or copy of the front of the source document for two (2) years from the settlement date; (iii) the Customer will provide a copy of the source document for the debit Entry within six (6) Business Days upon a written request from the Bank, and such copy will indicate that it is a copy on its face; (iv) the source document used for the debit Entry will not be presented or returned such that any person will be required to make payment based on the source document; the Customer has employed commercially reasonable methods to securely store (A) all source documents until destruction and (B) all electronic or other banking information relating to ARC Entries; and

(i) Back Office Conversion Entries. With respect to any ACH debit Entry to an account of a purchaser (e.g., a customer of Bank's Customer) that is the result of Customer's "Back Office Conversion" process, Customer acknowledges and agrees that all such Back Office Conversion Entries must be made in accordance with applicable law and the NACHA Rules for Back Office Conversion Entries. The Customer hereby represents and warrants to the Bank, to the extent not already represented and warranted herein: (i) the Customer complies with applicable provisions of the EFTA, Regulation E and the NACHA Rules, including the requirements regarding (A) posting conspicuous notice to purchasers indicating that any "source document" (typically a check) presented at the Customer's register may be used to create "electronic checks" to be sent for collection to the purchaser's account and listing Customer's telephone number for questions regarding the transaction, and (B) the requirement that the purchaser be provided with a copy of such notice at the time of the transaction; (ii) the amount of the Entry, the routing number, the account number, and the check serial number reflected in the ACH Entry are in accordance with the source document; (iii) the Customer has employed commercially reasonable procedures to verify the identity of the Receiver; (iv) the Customer will maintain a reproducible, legible image, microfilm or copy of the front of the source document for two (2) years from the settlement date; (v) the Customer will provide a copy of the source document within six (6) Business Days upon a written request from the Bank, and such copy will indicate that it is a copy on its face; (vi) the source document used for the ACH Entry will not be presented or returned such that any purchaser will be required to make payment based on the source document; and (vii) the Customer has employed commercially reasonable methods to securely store (A) all source documents until destruction and (B) all electronic or other banking information relating to Back Office Conversion Entries; and

(j) Point of Purchase Debit Entries. With respect to any debit Entry to a consumer account authorized pursuant to the NACHA Rules at a point-of-purchase ("Point Of Purchase Entry" or "POP"), the Customer represents and warrants to the Bank, to the extent not already represented and warranted herein: (i) the Customer has provided the Receiver a receipt containing the information required in the NACHA Rules, including without limitation the city and state in which the electronic terminal for the point-of-purchase transaction was located; (ii) the source document provided to the Customer for use in obtaining the Receiver's routing number, account number, and check serial number for the initiation of the POP Entry has been returned voided to the Receiver after use by the Customer and has not been provided by the Receiver for use in any prior POP Entry; and (iii) the Customer has employed commercially reasonable methods to securely store all electronic or other banking information relating to POP Entries.

(k) International ("IAT") Entries. Under no circumstances is the Customer allowed to initiate any ACH Entries to a Receiver that is located in a country outside the U.S., and Customer is specifically not permitted to initiate IAT ACH Entries. Customer understands that failure to abide by such restrictions may result in Bank's immediately suspending or terminating Customer's ACH Services.

6. Security Procedures. The Bank will only accept an Entry by the Customer that is made using the appropriate "Security Procedures" for ACH Entries. The Security Procedures to initiate ACH Entries using Bank's Online Banking Service are that the Customer is required to use the appropriate User ID, password and Bank-issued Security Token. "Security Token" for purposes of the ACH Services is defined as a security device or a software application issued to Customer by Bank, or a text message to an Authorized Party's Mobile Device, that generates a one-time digital code to use either each time Customer initiates an ACH Entry or each time Customer logs into the Online Banking System. In rare instances the Bank may, at its sole discretion, require all initiation of ACH entries via email message. The Security Procedures to initiate ACH Entries via email message will involve a call back to Customer's Authorized Party originating the ACH Entry to that Authorized Party's current contact number as listed in the Bank's records. The Customer and the Bank shall comply with the following "Security Procedures" with regard to the delivery of Entries and requests for cancellation or amendment of Entries by the Customer to the Bank:

(a) Delivery of Entries by Direct Send. The Bank, at its sole discretion, may allow delivery of ACH via Direct Send. The following procedures shall be followed in delivering direct send Entries to the Bank by FTP or AS2: (i) on the date that the Entry is transmitted, the Customer (or an agent of the Customer) shall send to the Bank's ACH Unit authorization to process the Entries, delivered by either a facsimile, mail or message via Bank's Online Banking Service to the Bank's ACH Unit; (ii) the Effective Date for and the total dollar amount of Entries in the file, as included in the Entry data transmission, must match the information in the authorization; and (iii) the Entry data will be deemed delivered to the Bank when all steps as described in this Section have been complied with and the transmission is completed;

(b) Delivery of Entries by Online Banking Services. The following procedures shall be followed in delivering Entries to the Bank by the Bank's Online Banking Services: (i) on the date that the Entry is transmitted, the Customer (or an agent of the Customer) will have initially logged into the Bank's Online Banking Services using their User IDs, password and AAI (including the Bank-issued Security Token). Entry data will be deemed delivered to the Bank when all steps as described in this Section have been complied with and the transmission is completed;

(c) Requests for Cancellations or Amendments. Any Authorized Party or User of the Customer may request a cancellation or amendment of an Entry on behalf of the Customer in the manner set forth below: (i) the Customer shall transmit to the Bank's ACH Unit a facsimile copy of a written request for cancellation or amendment of an Entry, signed by an Authorized Party or User of the Customer; and (ii) the request or authorization will not be considered received by the Bank until all steps as described in this Section have been completed.

If Customer seeks to initiate ACH Entries outside of Bank's normal Security Procedures as set forth in this section, then Customer must seek Bank's prior written approval and complete any additional documentation that Bank requires, including, but not limited to, Bank's "Waiver of Standard Security Procedures, Indemnification and Hold Harmless Agreement."

7. Exposure Limit; File and Daily Limit ("Limits").

(a) Exposure Limit. The total dollar amount of all Entries delivered to the Bank in any one file of Entries, plus all other Entries that remain unsettled in the ACH network, shall not exceed the "Exposure Limit" set forth on the applicable "ACH Service Setup Detail" schedule to this Agreement. The Exposure Limit is determined by Bank in its sole and absolute discretion as part of the ACH Services approval and underwriting process described in Section 2 above. The Bank shall have the right to reduce the Customer's Exposure Limit at any time immediately upon delivery of notice to the Customer.

(b) File and Daily Limits.

(i) Direct Send Customers. Customers who deliver files for ACH Entries by sending such files directly to the Bank may establish separate file and daily limits on the dollar amount of ACH transactions that can be sent to the Bank from the Customer. If such a "Direct Send" Customer desires to change a file or daily limit, the Customer shall submit the request to the Bank at least ten (10) days prior to the desired effective date of the change. The Customer agrees that the Bank shall have no obligation to agree to any increase in any file or daily limit. The Bank shall have the right to reduce an applicable file or daily limit at any time immediately upon delivery of notice to the Customer.

(ii) Online Banking Customers. For Customers sending ACH Entries through the Bank's Online Banking product, Customer's Services Manager can establish file and daily limits within the ACH module of the Online Banking product. When the Customer's Services Manager changes such file and daily limits, the changes are effective immediately, provided such changes are equal to or less than the Exposure Limit. ACH files sent to the Bank are screened against these limits.

8. Processing, Transmittal and Settlement by the Bank.

(a) Processing. Except as otherwise provided in these ACH Services provisions, the Bank shall (i) process Entries received from the Customer conforming to the requirements of the NACHA Rules; (ii) transmit such Entries as ODFI to the ACH Operator; and (iii) settle such Entries as provided in the NACHA Rules.

(b) Transmitting Credit Entries. The Bank will transmit credit Entries by the deadline of the ACH Operator two (2) Business Days prior to the Effective Entry Date shown in such Entries, provided that in each case such Entries are delivered to the Bank by the applicable Cutoff Time and Customer has funds available. Credit Entries are subject to the NACHA Rules, which generally dictate that credit is given provisionally by the RDFI to the ACH Receiver for the Entry, until the RDFI has received final settlement through the ACH network. If the RDFI does not receive such payment for such Entry, then under the NACHA Rules, the RDFI is entitled to a refund from the Receiver in the amount of the credit to the Receiver's Account and the Originator of the ACH credit Entry will not be considered to have paid the amount of the credit Entry to the Receiver.

(c) Transmitting Debit Entries. The Bank will transmit debit Entries designated for one-day settlement to the ACH Operator for one-day settlement by the deadline of the ACH Operator one (1) Business Day prior to the Effective Entry Date shown in such Entries.

(d) Cut Offs. If Entries are delivered late (i.e., after the applicable Cutoff Time), or if the Effective Entry Date specified for the Entries is not a Business Day, then the Bank may reject such Entries or the Bank may, in its sole discretion, use its reasonable efforts to transmit such Entries to the ACH Operator by the next reasonably available deposit deadline of the ACH Operator following the applicable deadline specified in Section 2 of these ACH Services provisions. In no event will the Bank be liable for any loss resulting from any failure of a Receiver's account to be debited/credited for an Entry on its Effective Entry Date which results from late delivery of the Entry to the Bank, or which results from the Effective Entry Date specified for such Entry not being a Business Day.

(e) On-Us Entries. All Entries received for debit/credit to an account maintained with the Bank ("On-Us Entries") will be treated in accordance with this Section and as otherwise provided for in the Agreement.

9. Rejection of Entries. The Bank may reject any Entry (or group of Entries) which does not comply with, and/or is not delivered in accordance with, the requirements of this Agreement, or which contains an Effective Entry Date more than thirty (30) Business Days after the Business Day such Entry(s) is received by the Bank. The Bank shall also have the right to reject any Entry (including On-Us Entries) for any reason for which an Entry may be returned under the NACHA Rules. The Bank shall have the right to reject any Entry if the Customer has failed to comply with any of its account balance obligations under these ACH

Services provisions. The Bank will notify the Customer of any such rejection by any method of notification authorized under the Agreement, no later than the Business Day such Entry would otherwise have been transmitted by the Bank to the ACH Operator, as provided in Section 8 of these ACH Services provisions. The Bank shall have no liability to the Customer by reason of the rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein.

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

11. Returned Entries.

(a) Notification to Customer. Except as modified below in subsection (b) applicable to the Bank providing systematic reclear for certain returned items, the Bank will notify the Customer or the Customer's designated Agent of the Bank's receipt of a returned Entry (or group of Entries) from the ACH Operator in accordance with the notice procedures authorized under the Agreement no later than one (1) Business Day after the Business Day of such receipt, and will debit/credit the Customer's Account for the returned Entry(s) and provide confirmation thereof to the Customer.

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

(c) Limit on Resubmission; Return Fee Entries; XCK Entries. Except for RCK and Return Fee Entries, an ACH Entry returned for insufficient or uncollected funds may be reinitiated no more than two (2) times following the return of the original Entry. For RCK and Return Fee Entries, an Entry returned for insufficient (NSF) or uncollected funds (UCF) may be reinitiated as long as: (i) the RCK or Return Fee Entry accurately

reflects the item or ACH transaction in question (RCK for check, or ARC, BOC or POP); (ii) Customer will not initiate an RCK or Return Fee Entry unless the related original ACH Entry has been returned either NSF or UCF by the RDFI; (iii) the Customer as Originator has obtained the Receiver's explicit authorization according to applicable NACHA Rules to assess the RCK Entry or Return Fee Entry, including for Return Fee Entries for Receiver's who are consumers, if applicable; (iv) the Customer as Originator has complied with all of the informational requirements to properly identify itself and the underlying transaction (including any check serial number, if applicable) for the RCK or Return Fee Entry under NACHA Rules; and (v) the Customer will comply with the settlement deadlines under NACHA Rules for such entries. For RCK Entries, an Entry returned for NSF or UCF may be reinitiated as long as the item has been presented no more than one time in its physical form and no more than one time as an RCK Entry. For Return Fee Entries, the Customer can originate only one (1) Return Fee Entry in relation to the underlying transaction returned NSF or UCF, regardless of the number of times the underlying ACH Entry is returned, and a Return Fee Entry that is itself returned NSF or UCF may be re-initiated in accordance with NACHA Rules, but the Customer may not initiate a Return Fee Entry on a separate Return Fee Entry that is returned NSF or UCF. If the Customer elects to obtain systematic reclear of ACH returns for insufficient or uncollected funds from the Bank, recognizing the limitations imposed by the Rules, and Customer's use of Bank's systematic return reclear service, Customer can resubmit returns for insufficient or uncollected funds one additional time following Bank's resubmission of an Entry and its subsequent return, and any returned Entry must be reinitiated within one hundred eighty days after the Settlement Date of the Original Entry. Customers obtaining such services for systematic reclear of ACH returns for insufficient or uncollected funds also understand and acknowledge that the Customer may use the XCK SEC code for checks that are either physically destroyed, or certain damaged checks that cannot be imaged or other check images that cannot be processed, provided that certain information necessary to process an ACH entry is still contained in the item or item image. Customer shall consult with Bank on whether or not to use the XCK SEC code under certain circumstances, and the appropriate use of such code may depend upon other image exchange or clearinghouse agreements that Bank may have in place.

(d) TEL Returns. Where the Bank or NACHA believes the return rate for the Customer's TEL entries that are returned as unauthorized exceeds the normal and acceptable return rate for Customer, Bank shall notify the Customer of such excessive unauthorized return rate and the Customer, upon request from the Bank, will provide the following information: (i) the Customer's, address, telephone number, contact person, principal owner(s) and taxpayer identification number; (ii) the name, address, telephone number, contact person, principal owner(s) and taxpayer identification number of any Third-Party Service Provider acting on behalf of the Customer with respect to origination of TEL entries, (iii) a general description of the nature of the business of the Customer; and (iv) an explanation of the reason(s) for the excessive return rate. The Customer will provide this information to the Bank within five (5) business days after receipt of the request from the Bank.

(e) Returned ACH Entry Warning Notices. As part of the Bank's ACH Services underwriting process as generally set forth in Section 2 above, the Bank routinely monitors and submits reports to NACHA regarding Customers' historic ACH Entry return levels and dollar amounts. Under the NACHA Rules, if an individual Customer's ACH Entry return levels exceed certain parameters, then the Bank, as the ODFI, is instructed to take certain actions to mitigate a Customer's unacceptable levels or dollar amounts of ACH Entry returns. If Bank does not comply with such requirements in its role as an ODFI, Bank is subject to censure, fines and penalties imposed by NACHA. Customer understands and agrees that in order to protect itself from risks, and to inform its Customers of problems with returned ACH Entries, the Bank has implemented an "Excessive ACH Returns Warning Notice and Escalation Procedure," whereby Bank will inform Customer of Customer's excessive ACH Entry return levels or dollar amounts, as determined by the Bank in its sole discretion, and Customer agrees to take all steps requested by Bank immediately to decrease the levels and/or dollar amounts of Customer's ACH returns. If Customer fails to comply with the required actions as outlined by the Bank in any "Excessive ACH Returns Warning Notice," then such failure to comply shall be deemed to be a material violation of this Agreement, and Bank may, in its sole and absolute discretion, immediately terminate ACH Services to Customer.

12. Debits/Credits to the Customer's Account.

(a) Credit Entries. The Customer authorizes the Bank to debit the Customer's account for ACH credit Entries processed for the Customer either: (i) on the date the ACH credit Entry file is transmitted to the Bank; or (ii) when the funds become available in the Customer's account if the ACH credit Entry file is pending.

(b) Debit Entries. The Bank shall credit the Customer's Account for the amounts of debit Entries processed for the Customer hereunder on the settlement date for such Entries; it being expressly understood, however, that each credit to the Customer's Account on account of a debit Entry is provisional until the Bank receives final settlement for such Entry, and the Bank may charge-back to the Customer's Account the amount of any debit Entry credited to the Customer's Account for which the Bank does not, for any reason, receive final settlement.

(c) Amendments to Entries. The Customer authorizes the Bank to credit the Customer's Account for any amount received by the Bank by reason of the return or cancellation of any credit Entry transmitted by the Bank for which the Bank has previously received payment (such credit to the Customer's Account to be made on the date the Bank receives such amount), and to debit the Customer's Account for the amount of any returned debit Entry (such debit to the Customer's Account to be made upon receipt by the Bank of the returned Entry), and to debit or credit (as applicable) the Customer's Account for any amendments made to Entries or for corrected Entries resubmitted.

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

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

(a) Receiver Authorizations for Credit Entries. Each person shown as the Receiver on a credit Entry received by the Bank from the Customer has, by an authorization agreement in accordance with the NACHA Rules, authorized the initiation of such Entry and the crediting of the Receiver's account in the amount and on the Effective Entry Date shown on such Entry, and has authorized the initiation, if necessary, of debit Entries and adjustments for any credit Entries made in error to the Receiver's account;

(b) Receiver Authorizations for Debit Entries. Each debit Entry received by the Bank from the Customer is for a sum due and owing to the Customer by the Receiver of such debit Entry, or is for a sum specified by such Receiver to be paid to the Customer, or is a correction of a previously submitted erroneous credit Entry, and such Receiver has duly authorized such Entry by an authorization agreement in accordance with the NACHA Rules. Without limiting the foregoing, reinitiation of any debit Entry previously returned for stop payment has been authorized by the Receiver;

(c) Effective Authorizations. Each such authorization with respect to an Entry is operative at the time of transmittal or debiting/crediting by the Bank as provided herein; and at the time each Entry is processed by the Bank, the Customer has no knowledge of revocation by such Receiver of such authorization, and the Customer has no knowledge of any revocation by such RDFI of its agreement to accept such Entry, or any knowledge that such Receiver's authorization for such Entry has been terminated, in whole or in part, by operation of law or otherwise;

(d) Types of Entries. Entries transmitted to the Bank by the Customer are limited to those types of Entries identified to the Customer by the Bank, as listed in the "ACH Service Setup Detail" schedule to this Agreement;

(e) ACH NACHA Rules. The Customer shall be bound by and comply with the NACHA Rules as in effect from time to time, including, without limitation, the provision thereof making payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry; and the Customer specifically acknowledges that it has received notice of this NACHA Rule and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and the Customer shall not be deemed to have paid the Receiver the amount of the Entry. In addition, the Customer acknowledges that they are bound by all of the NACHA Rules regarding error resolution procedures for Receivers (including those regarding erroneous Entries), Receiver authorization and return issues (including investigation and proper handling of Written Statement of Unauthorized Debit), and that Customer or any of Customer's third-party ACH processors have policies and procedures in place to investigate and resolve Receiver stop payment and revocation of authorization issues in accordance with NACHA Rules.; and

(f) Legal Obligations. The Customer shall perform its activities under the Agreement in accordance with all applicable laws and regulations, including without limitation the regulations of OFAC of the U.S. Department of the Treasury. **IN ADDITION TO THE INDEMNIFICATION OF BANK BY CUSTOMER AS SET FORTH ELSEWHERE IN THIS AGREEMENT, IN THE EVENT THAT CUSTOMER, OR A THIRD-PARTY AGENT ACTING ON BEHALF OF AND WITH AUTHORITY FROM THE CUSTOMER, IS THE ORIGINATOR OF ACH ENTRIES AND FAILS TO PERFORM ITS OBLIGATIONS AS AN ORIGINATOR UNDER THE NACHA RULES, CUSTOMER HEREBY INDEMNIFIES BANK FROM ANY AND ALL CLAIMS, DEMANDS, LOSSES, LIABILITY OR EXPENSE, INCLUDING ATTORNEYS' FEES, FINES, PENALTIES AND ANY OTHER COSTS THAT RESULT DIRECTLY OR INDIRECTLY FROM THE FAILURE OF CUSTOMER OR ITS THIRD-PARTY AGENT TO PERFORM ITS OBLIGATIONS UNDER THE NACHA RULES.**

14. Express Limitations on Bank's Liability. Customer understands and expressly assumes all risks related to Bank immediately suspending or terminating Customer's ACH Services under this Agreement, including, but not limited to, Bank immediately suspending or terminating Customer's ACH Services due to Customer's non-compliance with Bank's requirements as set forth in any "Excessive ACH Returns Warning Notice." **CUSTOMER UNDERSTANDS AND EXPRESSLY ACKNOWLEDGES AND AGREES THAT, IN ADDITION TO THE LIMITATIONS ON LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BANK SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS OR FOR ANY INDIRECT LOSS THAT THE CUSTOMER MAY INCUR OR SUFFER IN CONNECTION WITH BANK TERMINATING CUSTOMER'S ACH SERVICES IN ACCORDANCE WITH THIS AGREEMENT.**

15. Notifications of Change. The Bank will notify the Customer of all notifications of change received by the Bank relating to Entries transmitted by the Customer by sending a copy of such notification of change to the Customer no later than two (2) Business Days after the Bank's receipt thereof.

16. Pre-notification. Notwithstanding anything to the contrary in the NACHA Rules, the Customer shall provide to the Bank, three (3) Business Days prior to initiation of any new Entry, a pre-notification record which shall include Receiver's name, identification number, account number, RDFI's routing transit number, and zero-dollar amount. If the Customer's pre-notification record is rejected by an RDFI and the Customer is so notified, the Customer must correct the reason for rejection, resubmit another pre-notification record, and wait the prescribed three (3) Business Days before submitting any further Entries for the Receiver(s) in question.

17. Data Retention. The Customer shall retain data on file adequate to permit the remaking of Entries for one (1) year following the date of the ACH Entry transmittal by the Bank as provided herein, and shall provide such data to the Bank upon Bank's request.

18. Same-Day ACH Entries. Customer may request to enroll in Same-Day Entries by contacting Bank. If Customer requests to enroll in Same-Day Entries and Bank approves Customer's request, in Bank's sole discretion, Customer may designate certain Entries to be originated as Same-Day Entries. Notwithstanding the Cutoff Times contained in Section 4(b) of the Agreement, the Cutoff Time for Same-Day Entries shall be 12:00 p.m. Central Time. If a Same-Day Entry is delivered to Bank after 12:00 p.m. Central Time on a Business Day or on a day that is not a Business Day, Bank may treat such Entry as having been received on the next following Business Day. Same-Day Entries delivered to Bank shall be prepared and submitted in compliance with the instructions and other requirements set forth by the Bank, the NACHA Rules, and the Agreement. Customer understands that any Entries above \$25,000.00 and IAT Entries are not eligible for Same-Day ACH processing and Customer further agrees it will not structure Entries to avoid these eligibility restrictions.

19. ACH Blocking Services.

(a) Electronic Payment Authorization (EPA). If a Customer requests "ACH Blocking Services", except for those ACH entries originated by the Bank on its own behalf, all ACH entries originated by another party either through the Bank's Services or received from another ODFI will be blocked unless an approved identifier for that transaction has been provided to the Bank. The company ID of the Originator or the individual ID of the Receiver are the available identifiers of the transactions. **The ACH Blocking Services do not affect checks converted to ACH transactions.**

(b) SEC Blocking. If a Customer requests ACH Blocking Services, only those ACH transactions that contain Customer approved SEC codes will be posted to the Customer's Account. All ACH transactions that do not contain Customer approved SEC codes will be returned to the Originator; such restrictions will apply to checks converted to ACH transactions.

C. Business Bill Pay

1. The Service. The Bank may, at its sole discretion, provide bill paying services ("Business Bill Pay") for you to direct the Bank to make payments from your designated checking account to the "Payees" you choose in accordance with this Agreement.

2. Definitions. As used in this Business Bill Payment service-specific section, "you" and "your" refer to the accountholder which have been designated on your enrollment and authorized by Bank to use System under this Agreement and anyone else authorized by that accountholder to exercise control over the accountholder's funds through System. "Account" or "accounts" means your accounts that have been designated on your enrollment at Bank. "Electronic funds transfers" means ATM withdrawals, preauthorized transactions, point of sale transactions, transfers to and from your Bank accounts using System including bill payments. "System Services" means the services provided pursuant to this Agreement, including the Bill Payment Service.

3. How to Set Up Payees/Payments. If you want to add a new "Payee", select the "Payee" tab located in the service. You may add a new fixed payment to a "Payee" by accessing the service and entering the appropriate information. Most other additions, deletions, or changes can be made in writing or by using the service. Bank reserves the right to refuse the designation of a "Payee" for any reason. You may pay any "Payee" with-in the United States (including U.S. territories and APO's / AEO's). Bank is not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information.

4. The Bill Paying Process.

(a) Single Payments. A single payment will be processed on the Business Day that you designate as the payment's processing date, provided the payment is submitted prior to the daily cutoff time on that date. The daily cut-off time, which is controlled by Bank, is currently 3:00 pm Central. A single payment submitted after the cut-off time on the designated process date will be processed on the next Business Day. If you designate a non-Business Day as the payment's processing date, the payment will be processed on the first Business Day following the designated processing date.

(b) Recurring Payments. When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a processing date is calculated for the next occurrence of the payment. If the calculated processing date is a non-Business Day, it is adjusted based upon the following rules:

(i) If the recurring payment's "Pay Before" option is selected, the processing date for the new occurrence of the payment is adjusted to the first Business Day prior to the calculated processing date.

(ii) If the recurring payment's "Pay After" option is selected, the processing date for the new occurrence of the payment is adjusted to the first Business Day after the calculated processing date.

Note: If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated processing date, then the last calendar day of that month is used as the calculated processing date.

(c) Single and Recurring Payments. The system will calculate the Estimated Arrival Date of your payment. This is only an estimate, so please allow ample time for your payments to reach your "Payees".

(d) Cancelling a Payment. A bill payment can be changed or cancelled any time prior to the cutoff time on the scheduled processing date.

5. Available Funds. In order to process your electronic bill payment, your account must have sufficient and available funds on the scheduled processing date.

6. Personal Identification Number. You are solely responsible for controlling the safekeeping of and access to your Personal Identification Number ("PIN").

7. Termination.

(a) Your Right to Terminate. You may cancel your System service at any time by providing us with written notice by postal mail or fax. Your access to System will be suspended within 3 Business Days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.

(b) Our Right to Terminate. Notwithstanding Section 27 (Termination) of the General Provisions of this Agreement, you agree that we can terminate or limit your access to System Services upon 3 Business Days' notice, if you do not contact us to designate a new Primary Checking Account immediately after you close your Primary Checking Account.

8. Fees. The Bank may charge a fee for Business Bill Pay as specified on the Bank's fee schedule applicable to the specific account type or at the Bank's discretion, via other written communications with the Customer.

D. Business Debit Card

1. The Service. These Business Debit Card service-specific terms ("Terms") contain agreement terms and other important information relating to your Titan Bank Business Debit Card ("Card") and related bank

services (the "Services"). These Terms govern the operation of Services unless varied or supplemented in writing by Bank. These Terms also incorporates any other terms and conditions provided separately with your Deposit Account Agreement as well as the terms of any disclosures you may have received. You should read these Terms carefully. The word "Cardholder" refers to any person authorized by Customer to either use or receive a Customer Business Debit Card.

2. Business Card Purpose. Customer and any Cardholder agree that the Card is for use by business Customers and their employees only. The Card can be used for business purpose point-of-sale, online e-commerce and Automated Teller Machine (ATM) transactions only. The Card may not be used for personal, family or household purposes. Customer and any Cardholder acknowledge and understand that the Card shall not be treated as a consumer card under the provisions of state and federal law. Customer agrees to provide written instructions to all Cardholders that the Card shall not be used for consumer purposes. Bank assumes that all Card transactions are for business purposes. Bank does not monitor transactions to determine their purpose.

3. Account Requirement; Payment Responsibility. The Card allows Cardholders to directly access the business account(s) associated with the Card. Bank will issue Cards and codes to Customer at Customer's request. Each Card will identify Customer's business as well as the individual Cardholder. The Services described in these Terms will be available to Customer only as long as Customer maintains a business account with Bank. Customer is liable for the payment of Card transactions authorized by Customer or any of Customer's Cardholders.

4. Security Procedures. Customer agrees to the following "Security Procedures" with regard to the Services. Each Cardholder must sign their Card before it may be used. Customer agrees to require both a Card and a PIN to be used together to purchase goods, pay for services or obtain cash at designated ATMs. A Card cannot be used to complete a transaction without a PIN. Once a Card has been issued it cannot be transferred to another person. Customer agrees to immediately notify Bank when Customer terminates a Cardholder's rights and to promptly return that Card to Bank. Customer agrees to provide written instructions to all Cardholders about the importance of protecting the Card and their PIN. Customer agrees to examine its receipts and periodic statements in a timely manner. Customer agrees that the dollar/frequency limits assigned to each Cardholder by Customer will also act as a Security Procedures.

5. Termination. Customer and Cardholder use of Cards and the privileges associated with it may be cancelled by Bank at any time for any reason and without prior notice to Customer or any Cardholder. The Card remains the Bank's property and if Bank asks Customer or any Cardholder to return a Card, the Customer or Cardholder must do so, with the card cut in half and mailed to Bank. Additionally, the Bank reserves the right to at any time deny the issuance of a Card or terminate an existing Card for any Cardholder that is not in good standing with the Bank or otherwise eligible to do business with the Bank.

6. Card Stop Payments. Only stop payment requests from Customer or the Cardholder who authorized the transaction will be honored. However, because Card transactions are often processed immediately, stopping or amending payment is difficult and Bank cannot ensure that any request Customer or a Cardholder makes will be effective. In order to be effective, Bank must receive a Card stop payment request in time to give Bank a reasonable opportunity to act. Only Customer may release a stop payment request once it is made.

7. Types of Transactions. Below are the types of transactions your Card will accommodate (see Bank's separate fee schedule for additional information about charges. Some of these services may not be available at all terminals).

(a) ATM. You may access your account by ATM using your Card and code to:

- Make deposits to Customer's checking account.

- Make deposits to Customer's savings account.
- Get cash withdrawals from Customer's checking account (up to the Bank's daily Card withdrawal limit, and subject to any ATM terminal withdrawal limit).
- Get cash withdrawals from your savings account (up to the Bank's daily Card withdrawal limit, and subject to any ATM terminal withdrawal limit).
- Transfer funds from Customer's checking account to savings account.
- Transfer funds from Customer's savings account to checking account.
- Get information about the account balance of Customer's account(s).

(b) Point-of-Sale Transactions. Customer and Cardholders may access Customer's checking or savings account with a Card to purchase goods (in person, online/mobile, or by phone), pay for services (in person, online/mobile, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution and do anything that a participating merchant will accept.

Using your Card and/or PIN:

- Customer or Cardholder may make no more than 10 transactions per day.
- Customer or Cardholder may not exceed \$2,500.00 in transactions per day.

(c) Currency Conversion and International Transactions.

When Customer or any Cardholder uses a Card at a merchant that settles in currency other than U.S. dollars, the charge will be converted into the U.S. dollar amount. The currency conversion rate used to determine the transaction amount in U.S. dollars is either a rate selected by the payment network for your Card from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate the payment card network itself receives, or the government mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date. Bank passes all international transaction fees on to Customer. An "international transaction" is a transaction where the country of the merchant is outside the USA.

8. Advisory Against Illegal Use. Customer and all Cardholders agree not to use any Card for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the Customer or Cardholder may be located.

9. Terminal Transfers. Customer or Cardholder can get a receipt at the time a transfer to or from Customer's account using an automated teller machine or point-of-sale terminal. However, Customer or Cardholder may not get a receipt if the amount of the transfer is \$15 or less.

10. Retain Copies for Records. Customer and Cardholders should retain copies of all records including receipts, credit slips (for returned merchandise), and cancellation numbers (for cancelled reservations). Customer and Cardholders should also mark each transaction in Customer's account record (but not while at a terminal). Customer should review its periodic statement for accuracy and compare Customer's account records against Customer's periodic statement to reconcile balances.

11. Periodic Statements. Customer will get a monthly account statement from Bank for Customer's checking and savings account that will also include a record of transactions made using any Card by and Cardholder, unless there are no transfers in a particular month.

12. Limitations on Bank's Liability. In addition to the other provisions regarding Bank's limitation on liability in these Procedures, with regard to Card transactions, Bank will not be liable if:

- Customer does not have enough money in Customer's account to make the transfer.
- Customer has an overdraft line and the transfer would cause Customer to exceed your credit limit.
- An ATM does not have sufficient cash.
- A terminal or system is not working properly.
- Circumstances beyond Bank's control (such as fire or flood) prevent the transfer.
- A merchant refuses to accept a Card.
- An ATM rejects a Card.

There may be other limitations on Bank's liability with regard to Card transactions.

13. Unauthorized Transfers.

(a) Additional Risk Associated with Use of Business Purpose Cards. Customer will not have the benefit of any consumer law limiting liability with respect to the unauthorized use of any Card by Customer or any Cardholder. This means Customer's liability for the unauthorized use of any Card could be greater than the liability in a consumer debit card transaction. Customer accepts and agrees to undertake the additional risk and greater measure of liability associated with the use of business purpose Cards as described these Terms.

(b) Your Liability for Unauthorized Transfers. Customer is liable for Card transactions Customer or Cardholders do not authorize if Bank can prove that Bank processed the transaction in good faith and in compliance with a commercially reasonable Security Procedures to which we both agreed, unless otherwise required by law. Tell Bank AT ONCE if you believe a Card and/or PIN of Customer or any Cardholder has been lost or stolen. Telephoning is the best way of keeping possible losses down. Customer could lose all the money in Customer's account (plus Customer's maximum overdraft line of credit). If Customer's Card and/or PIN is lost, stolen, or used without Customer's or the Cardholder's permission, Customer agrees to notify Bank immediately and to promptly confirm such notice in writing. Customer's liability for transactions with any Card and/or PIN will continue until two (2) Business Days after the day Bank receives such written notice. If Customer does not notify Bank within sixty (60) days from when the periodic statement containing an unauthorized transaction was first mailed or made available to Customer, we will be entitled to treat the information in the periodic statement as correct, and you will be precluded from asserting otherwise.

(c) Additional Limit on Liability. Unless Customer or Cardholder has been negligent or has engaged in fraud, Customer will not be liable for any transactions using Customer's lost or stolen Card if Customer or the Cardholder reports the unauthorized transfer within sixty (60) days of the mailing date of the first statement showing the unauthorized transfer. Unauthorized transfers do not include: (i) any transaction by a business co-owner, a Cardholder or person authorized by a Cardholder, or other person with an interest in or authority to transact business on the account; or (ii) any transaction by a Cardholder that exceeds the authority given by the Customer. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, or to transactions using a PIN which are not processed by Visa®. Visa is a registered trademark of Visa International Service Association.

(d) Contact in Event of Unauthorized Transfer. If Customer or any Cardholder believes its Card and/or PIN has been lost or stolen or that someone has transferred or may transfer money from Customer's account without Customer or Cardholder's permission, call or write Bank at the telephone number or address listed in these procedures.

(e) Consequential Damages. Bank will not be liable for any consequential or incidental damages resulting from the unauthorized use of Customer's Card.

14. Error Resolution. Customer agrees to examine its receipts and periodic statements using ordinary care and to report any errors or problems to Bank within a reasonable time. Customer agrees that the time to examine each statement and report to Bank will depend on the circumstances, but will not, in any circumstance, exceed a total of sixty (60) days from when the statement containing the error or problem was first mailed or made available to Customer. If Customer does not report within sixty (60) days, Bank will be entitled to treat such information as correct and Customer will be precluded from asserting otherwise. Customer further agrees that if Customer fails to report to Bank within fourteen (14) days from when the statement was first mailed or made available to Customer that Bank will not be required to pay dividends or interest on any refund to which Customer may be entitled. Bank will only recredit Customer's account(s) for errors or problems as required by law. Call or write Bank immediately with errors or questions about any Card transactions at the telephone number or address listed in these Procedures. If Customer tells Bank orally, Bank may require Customer's complaint or question to be submitted in writing within fourteen (14) business days from the oral conversation with Bank's employees. Bank will investigate the matter and notify Customer of the results within a reasonable amount of time. The exact time will depend on the specific circumstances of the error or problem. Customer may ask for copies of the documents that Bank used in its investigation.

E. Cashier's Check Orders

The Bank, at its sole discretion, may allow the Customer, through Bank's "Cashier's Check Order Service," to submit a request for a cashier's check to be mailed to the Customer via Bank's preferred method of overnight delivery (e.g. UPS, Federal Express, etc.). Your request for a cashier's check must be submitted through the cashier's check request form provided in the Bank's Online Banking Service, or via a secure message through the Bank's Online Banking system, prior to 12:00 p.m. Central Time on a Business Day to be sent that same day. While the Bank will attempt to send a cashier's check submitted prior to the cut-off time that day, the Bank does not guarantee that the cashier's check will be sent that same day. In the event that the Bank is unable to send the cashier's check that same day, the Bank shall send the Cashier's Check the following Business Day. You will have to provide the contact information of the person or company you want the cashier's check to be issued to, as well as the physical mailing address where you want the cashier's check delivered to (no P.O. boxes). The mailing address must be a listed address of the Company of one of the Signers, unless the Bank decides at its sole discretion to make an exception to its standard policy. Fees for cashier's check and their delivery can be found on the Bank's Schedule of Fees. Deliveries of cashier's checks are not made on weekends or holidays. Overnight delivery of your cashier's check is subject to the overnight delivery vendor's timelines. When we issue a cashier's check it means that we promise to pay the payee so you will only be able to stop payment in very limited circumstances on a cashier's check after we issue it. **CUSTOMER UNDERSTANDS AND EXPRESSLY ACKNOWLEDGES AND AGREES THAT, IN ADDITION TO THE LIMITATIONS ON LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BANK SHALL NOT BE LIABLE FOR ANY DIRECT, CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS OR FOR ANY INDIRECT LOSS THAT THE CUSTOMER MAY INCUR OR SUFFER IN CONNECTION WITH ISSUING A CASHIER'S CHECK TO THE PAYEE AS DESIGNATED BY CUSTOMER, AND TO THE MAILING ADDRESS AS DESIGNATED BY CUSTOMER, IN THE ONLINE BANKING SERVICE CASHIER'S**

CHECK ORDER FORM, PHYSICAL CASHIERS CHECK ORDER FORM, OR ANY OTHER WRITTEN INSTRUCTIONS THE CUSTOMER PROVIDED THE BANK REGARDING CASHIERS CHECKS. THE BANK'S TIMING ON SENDING CASHIERS CHECKS IS COMPLETELY AT THE BANK'S DISCRETION AND YOU SHOULD NOT MAKE ANY BUSINESS DECISION BASED ON THE TIMING OF WHEN A CASHIERS CHECK NEEDS TO ARRIVE.

F. Online Banking

The Bank's Online Banking Services Agreement governs Customer's use of the Online Banking Services.

G. Positive Pay

1. The Service. The Bank, at its sole discretion, may agree to provide various "Positive Pay Services" to the Customer for the purposes of increasing the chance of identifying fraudulent or unauthorized checks and/or electronic transfers drawn on selected Customer Deposit Account(s), as identified to the Bank.

(a) Positive Pay. Customer sends a file of issued checks to the Bank. The Bank only pays checks that match the issue file.

(b) ACH Reverse Positive Pay. Bank intercepts incoming ACH debits and the Customer makes the decision to pay the item or not ("Decision".)

(c) Limits on Checks. Checks over a specified dollar amount are presented to the Customer for a Decision by means of Bank's Online Banking Service.

2. Description of Services; Selection of Services.

(a) Description of Services.

(i) *Customer Level Positive Pay Services*. By selecting this Positive Pay Service, the Customer's item processing Positive Pay default decision will apply to ALL of Customer's Account(s) set up for Positive Pay and/or (ACH) Reverse Positive Pay Services. Under this selection, the Customer must also submit a default instruction for the Bank to either (A) pay all exception items if Customer's decision is not received by 2:00 p.m. Central Time, or (B) return all exception items if Customer's decision is not received by 2:00 p.m. Central Time.

(ii) *Optional Customer Level Services*. By selecting this Positive Pay Service, any item processing instructions will apply to ALL of Customer's Account(s) set up for Positive Pay and/or (ACH) Reverse Positive Pay Services. Under this selection, the Customer must also submit a default instruction for the Bank to either (A) require approval for issued checks over the designated dollar amounts specified by Customer, or (B) any item over the designated dollar amounts specified by Customer. If Customer selects this Positive Pay Service and does not designate a corresponding dollar amount, ALL items or decisions will require approval.

(iii) *Optional Account Level Services*. By selecting this Positive Pay Service regarding (ACH) Reverse Positive Pay instructions for external debits (i.e., those not originated by Bank) for Customer's Account(s), Customer must also submit a default instruction for the Bank to either (A) block all external ACH debits on the Account(s) designated by Customer, or (B) block all external ACH debits greater than a dollar amount designated by Customer, or (C) block all external ACH debits.

(b) Selection of Services. If the Customer selects the Positive Pay Services for checks, Customers are obligated to select a check processing default decision. If the Customer has not made a default decision and has informed Bank of such decision by the Bank's 2:00 p.m. Central Time deadline, the default decision

as designated by Customer in the TMSA Services Request Form will automatically be applied to checks and Electronic Check Presentment items based on the Customer's default selections. Customer may also elect to impose limits on issued checks over a specified dollar amount or on decisions for checks/ Electronic Check Presentment exception items.

3. Procedures.

(a) Transmittal. Files delivered to the Bank shall be prepared and submitted in compliance with the formatting as provided. Transmissions received by the Bank after 3:00 P.M. Central Time will not be posted to the Issued Check File (defined herein) until the next business day.

(b) Check Processing for Positive Pay. For applicable Deposit Accounts identified whereby the Customer has requested the Bank verify checks against an Issued Check File, the Customer agrees to deliver or transmit the serial number, amount, date issued and, at Customer's option, the payee name, along with the status of each check by Deposit Account number (such data cumulatively, the "Issued Check File") to the Bank in the format agreed to by the Bank and the Customer. With the exception of checks presented for immediate payment in person ("Teller Checks"), Issued Check File data received by 7:00 PM Central Time each Business Day will be used to verify any check posting to the applicable Deposit Account that Business Day. Any Issued Check File data received by the Bank during banking hours of a Business Day will be made available to the Bank's tellers within thirty (30) minutes of the Bank's receipt. Teller Checks will be cashed only if verified against the most recent Issued Check File made available to Bank tellers and, if cashed, will be posted to the applicable Deposit Account on the Business Day they are received. **If the online Issued Check File is unavailable Bank's tellers will follow normal check cashing procedures.** The Customer acknowledges that any stop payment issued on a check will supersede any data transmitted hereunder.

(c) ACH External Debits for ACH Reverse Positive Pay. As requested by the Customer, ACH external debits (items not originated by or at the Bank) will be completely blocked or will be matched against the stated maximum dollar limit ("Maximum Limit") as provided by the Customer. Those debits in excess of the stated Maximum Limit will be rejected. All transactions originated by or at the Bank (including direct deposit settlement transactions) are considered internal items and will not be matched against the Customer's maximum and are processed, regardless of the amount.

(d) Exception Reporting. At or before 9:00 AM Central Time of each Business Day, for each Deposit Account for which the Customer has requested the Service, the Bank will make available to the Customer by means of its Online Banking Service, an exception report (the "Exception Report") for the prior Business Day for each Deposit Account for which the Customer has requested the Service. The Exception Report will list (i) all check and Substitute Check (defined herein) items posted to the applicable Deposit Account but not on the Issued Check File; (ii) all check and Substitute Check items posted to the applicable Deposit Account that are on the Issued Check File but for an amount different than that stated on the Issued Check File; (iii) where the Customer chooses to set Maximum Limits, those check, Substitute Check, and/or ACH items exceeding the Maximum Limit; and (iv) all ACH debits where the Customer chooses to block ACH debits.

(e) Payment Authorization for Exception Report Items. In the event the Customer wants to authorize payment of any item on the Exception Report, the Customer must notify the Bank of its intent to authorize such payment on or before 12:00 Noon Central Time of the Business Day that the Customer received such Exception Report. Such notification must be made by an authorized User to the Bank via the Bank's Online Banking Services. Any items on the Exception Report not authorized for payment by the Customer as provided for herein, will be marked "REFER TO MAKER" and returned. The Bank does not check items on the Exception Report(s) against previously cleared items. In the event Bank does not receive Customer's instructions on or before 12:00 Noon Central Time of the Business Day on which the Customer received such Exception Report, Bank will, based on the default option selected by Customer in advance, either pay

all or return all items identified on the Exception Report. Customer agrees and acknowledges that Bank is not responsible for any liability associated with the payment or non-payment of items based on the default option selected by Customer. Customer understands that Bank is not responsible for any errors or failures of the Customer's equipment and software (including web browser software) that allows Customer to access the Internet (collectively, the "Computer"), including but not limited to, any virus or Internet related problems that may be associated with Customer's access and use of the Service.

4. Security Procedures. The Customer and the Bank shall comply with the following "Security Procedures" with regard to the delivery/transmittal of Positive Pay files by the Customer to the Bank:

(a) Transmittal Registers. With respect to each File, the Customer shall provide in writing to the Bank a "Transmittal Register" which shall contain: (i) the Customer's name; (ii) the total number of items transmitted; and (iii) the corresponding total dollar amount of such items.

(b) Transmittal Procedures. The following procedures shall be followed in transmitting to the Bank: (i) on the date that the data is transmitted, the Customer (or an agent of the Customer) shall send to the Bank either by means of an e-mail or message through Bank's Online Banking Service the Transmittal Register. In the event the Customer has a third-party processor ("Processor"), a transmittal letter from the Processor is sufficient if it contains the number of Items and amount for the entire transmission. (ii) The total number of issued items, and the total dollar amount of issued items in the file, as included in the data transmission, must match the information shown in the Transmittal Register. (iii) The total number of any voided items, and the total dollar amount of voided items in the file, as included in the data transmission, must match the information shown in the Transmittal Register. (iv) The data will be deemed delivered to the Bank when all steps as described in this Section 3 have been complied with and the transmission is completed.

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

H. Remote Deposit Capture (Including Mobile)

(a) The Service. The Bank agrees to provide "Remote Deposit Capture Services" to Customer for the purpose of electronically depositing from Customer's premises Original Checks (defined herein) received in the ordinary course of business for improved collections and increased availability of funds in selected Deposit Accounts identified to the Bank. Bank offers Remote Deposit Capture Services through both desktop/CPU software and also through Bank's Processing Software that can be deployed to Customer's Mobile Device. Bank will provide the Processing Software on a month-to-month license (as set forth below) to permit Customer to perform Remote Deposit Capture activities. Customers are permitted to truncate the Original Checks received in payment and subsequently destroy such checks after a period of time.

(b) Definitions. The meanings of the defined terms set forth below are also applicable to this Agreement and to the Bank's Remote Deposit Capture User Guide (defined herein). If any capitalized term is used in Regulation CC (Vol. 12 of the U.S. Code of Federal Regulations, part 229) promulgated by the Board of Governors of the Federal Reserve Board (the "FRB"), as it may be amended, substituted for, or recodified from time to time ("Reg. CC"), then such term generally shall have the meaning assigned to it in Reg. CC. To the extent that any of the defined terms use a term not defined herein but otherwise defined in Reg. CC, then such definition also incorporates the meaning assigned to the applicable term as set forth in Reg. CC. Other non-grammatical capitalized terms used in the Agreement, if defined herein or

in the Agreement, are given the meaning assigned to such terms the first time the term is used. All other non-grammatical capitalized terms used that are not otherwise defined herein shall have the meaning given to such term in Article 3 or Article 4 of the Uniform Commercial Code effective in Texas as amended from time to time ("UCC").

(i) "ANS X9.13" means the standard promulgated by ANSI entitled "Specifications for Placement and Location of MICR Printing" for Original Checks, or any amended or successor standard designated by the FRB.

(ii) "ANS X9.37" means the standard promulgated by ANSI entitled "Specifications for Electronic Exchange of Check and Image Data" or any amended successor standard designated by the FRB for all forward and return image cash letter files.

(iii) "ANS X9.100-140" means the image quality standard promulgated by ANSI entitled "Specifications for an Image Replacement Document – IRD" or any amended or successor standard designated by the FRB.

(iv) "ANSI" means the American National Standards Institute.

(v) "Check 21" means FRB Reg. CC, Subpart D, promulgated to implement the provisions of the Check Clearing for the 21st Century Act.

(vi) "CTA" means the Check Clearing for the 21st Century Act, which became effective October 28, 2004.

(vii) "Claimant Bank" means a bank that submits a claim for a re-credit for a Substitute Check to an Indemnifying Bank under Section 229.55 of Check 21.

(viii) "Collecting Bank" means any bank handling a check for forward collection, except the paying bank.

(ix) "Documentation" means the electronic files or written materials that provide the description, methods of operation, and required environmental and maintenance procedures of the Processing Equipment and Processing Software, including any online or manual help files.

(x) "Electronic Deposit" means a file that contains information regarding each Sufficient Image Copy to be transmitted by Customer to Bank in the same batch as the Electronic Deposit and that meets all of the requirements imposed from time to time by Bank in the Procedures.

(xi) "Indemnifying Bank" means a bank that provides an indemnity under Section 229.53 of Check 21 with respect to a Substitute Check.

(xii) "Magnetic Ink Character Recognition Line" or "MICR Line" mean the numbers, which may include the routing number, account number, check number, check amount and other information, that are printed near the bottom of a check in magnetic ink in accordance with the Standards.

(xiii) "Original Check" means the first paper check issued to or endorsed in favor of Customer with respect to a particular payment transaction.

(xiv) "Processing Equipment" means the personal computer central processing unit (CPU), keyboard, mouse and scanner and other equipment provided by Bank to permit its commercial banking Customer to engage in Remote Deposit Capture activities. In the case of Mobile Remote Deposit Capture Services, "Processing Equipment" means the Mobile Device of the Customer.

(xv) "Processing Software" means the software loaded on the Processing Equipment by Bank that administers the Remote Deposit Capture process, captures Original Check images and transmits captured images for deposit.

(xvi) "Reconverting Bank" means (1) the bank that creates a Substitute Check; or (2) with respect to a Substitute Check that was created by a person that is not a bank, the first bank that transfers, presents, or returns that Substitute Check or, in lieu thereof, the first paper or electronic representation of that Substitute Check.

(xvii) "Standards" means the applicable standards set forth in CTA, Check 21 or as promulgated by ANSI for image quality and transmission protocols, including but not limited to, ANS X9.13 and ANS X9.100-140 (or any amendment or substitute for such standards as may be promulgated from time to time), whether such standard pertains to the MICR Line, the image quality of the Original Check, the placement of an image of the Original Check on the Substitute Check, or the manual or electronic transfer of a Sufficient Image Copy or other electronic representation of an Original Check or a Substitute Check, unless the FRB, by rule or order determines that a different standard is to apply.

(xviii) "Substitute Check" means a paper reproduction of an Original Check that (1) contains an image of the front and back of the Original Check; (2) bears a MICR line that, except as provided under the applicable Standard, contains all the information appearing on the MICR line of the Original Check at the time that the Original Check was issued and any additional information that was encoded on the Original Check's MICR line before an image of the Original Check was captured; (3) conforms in paper stock, dimension, and otherwise with ANS X9.100-140 (unless the FRB by rule or order determines that a different standard applies); and (4) is suitable for automated processing in the same manner as the Original Check.

(xix) "Sufficient Copy" and "Copy" means (1) A sufficient copy is a copy of an Original Check that accurately represents all of the information on the front and back of the Original Check as of the time the Original Check was truncated or is otherwise sufficient to determine whether or not a claim is valid. (2) A copy of an Original Check means any paper reproduction of an Original Check, including a paper printout of an electronic image of the Original Check, a photocopy of the Original Check, or a Substitute Check.

(xx) "Sufficient Image Copy" means an electronic image of an Original Check or Substitute Check that is capable of printing a Sufficient Copy of such Original Check or Substitute Check.

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

(c) Procedures.

(i) At all times the images captured and transmitted by Customer through Remote Deposit Capture shall be sufficient for Bank or any subsequent Reconverting Bank, to print and distribute a Substitute Check in compliance with the Standards.

(d) Bank Responsibilities.

(i) Bank will deliver to Customer, or otherwise provide access to, the Processing Software.

(ii) Bank will deliver to Customer, or otherwise provide, the Processing Equipment that will reasonably accommodate the Customer's anticipated requirements (unless Customer chooses to use different processing equipment approved by Bank in accordance with Section e(iii) below).

(iii) Bank will provide the required User ID and password to the Customer's authorized Administrator or Remote Deposit Capture Service contact in order to engage in Remote Deposit Capture activity.

(iv) Bank will provide Documentation as well as installation and training support reasonably required for Customer's implementation of Remote Deposit Capture Services.

(v) Bank will accept for deposit and collection to the Customer's designated account(s) the electronic images of Original Checks that are transmitted to Bank in compliance with the Standards. Electronic images shall be deemed received by Bank based upon time of receipt as well as successful receipt of the transmission of such images that are complete, usable, and adhere to the Standards. If electronic images are not complete, are not usable, or do not adhere to the Standards, the images may not be processed by Bank, in which event Customer's deposit will be adjusted and notification provided.

(vi) Bank will process the Customer's electronic images that are Sufficient Image Copies after it has received Customer's transmission of electronic images. Bank will use commercially reasonable efforts to present the Sufficient Image Copies for collection under the Check 21 framework. Customer agrees that Electronic Deposits submitted via Remote Deposit Capture are not subject to the funds availability requirements of the Federal Reserve Board's Regulation CC. Bank's policy is generally to make funds from Customer's Electronic Deposits available to Customer on the first business day after the day Bank receives the Electronic Deposit. Funds deposited using Remote Deposit Capture will not be deemed "received" by Bank until Bank has received a Sufficient Image Copy that meets all of the requirements for deposits via Remote Deposit Capture stated in this Agreement. If Customer submits an Electronic Deposit via Remote Deposit Capture on a day that is not a business day, Bank will consider such Electronic Deposit submitted on the next business day.

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

(e) Customer Responsibilities.

(i) Customer will only use Remote Deposit Capture to Truncate Original Checks it has received in the ordinary course of business, to transmit images of such Original Checks to Bank for credit to its Deposit Account maintained at Bank. Customer may not perform Remote Deposit Capture Services for any third party, and any attempt to do so shall automatically terminate this Remote Deposit Capture Service, except for any provisions regarding this Remote Deposit Capture Service that are expressly to survive such termination.

(ii) Customer will only perform Remote Deposit Capture on the Processing Equipment unless specifically approved otherwise by Bank in writing in accordance with the provisions of this Agreement. Such approval shall be in the sole discretion of Bank.

(iii) Customer shall endorse all Original Checks submitted via Remote Deposit Capture payable to the order of "Titan Bank for deposit only," followed by Customer's signature and Account number. All Substitute Checks deposited via Remote Deposit Capture mobile services must be endorsed payable to the order of "Mobile Deposit Only, Titan Bank," followed by Customer's signature and Account number. All endorsements must appear on the back of the Original Check within the first 1-1/2 inches from the left side

of the item when looking at it from the front, except that for Substitute Checks, endorsements that appeared on the back of the Original Check must also appear on the back of the Substitute Check.

(iv) Customer will only use the Processing Software provided by Bank with the Processing Equipment or such other processing equipment and software as specifically approved in writing by Bank in accordance with the provisions of this Agreement to perform Remote Deposit Capture.

(v) Customer shall store and process all Original Checks in a manner reasonably likely to not demagnetize the MICR Line, including using care not to store or process checks near sources of measurable electro-magnetic radiation.

(vi) Files that contain electronic images for deposit that purport to come from a User of the Customer will be deemed by Bank to have been lawfully transmitted by the Customer with full authorization. Accordingly, Bank recommends that Customer limit Users to its trusted or bonded employees that routinely handle cash and deposit checks for Customer, plus a limited number of supervisory personnel.

(vii) Customer will transmit to Bank only a Sufficient Image Copy of Original Checks for electronic deposit. No image transmitted by Customer to Bank using Remote Deposit Capture represents an Original Check that has already been collected.

(viii) Customer shall retain each Original Check that is truncated through any Remote Deposit Capture activity for a reasonable period of time, but in no event fewer than sixty (60) Business Days from the date of deposit or such longer time as Bank may request from time to time with respect to any specific Original Check. Customer understands that in all cases it is solely responsible for safeguarding all items it retains as required or permitted by this Service from destruction, alteration or theft in accordance with the provisions of this Agreement.

(ix) The Original Checks securely stored by Customer shall be maintained in deposit date order sequence for a period of sixty (60) Business Days, and shall be made available to Bank promptly upon the request of Bank. In the absence of retaining the relevant Original Check, Customer shall be solely responsible for the cost of any claim brought by the Drawer of the check that for resolution would reasonably require access to relevant Original Check.

(x) Customer agrees that it will be able to retrieve and produce for Bank any Sufficient Image Copy (or, at the Customer's option, the Original Check) in question within seventy-two (72) hours of a written (including e-mail) request by Bank. In the absence of retaining the relevant Sufficient Image Copy, Customer shall be solely responsible for the cost of any claim brought by the Drawer of the check that for resolution would reasonably require access to the relevant Sufficient Image Copy, and shall indemnify Bank in accordance with the terms of both Section 25 of this Agreement and the "Customer Indemnity" Section (k) (set forth below) of this Remote Deposit Capture Services Section.

(xi) Prior to transmittal to Bank of any electronic file that contains an image of any Original Check, Customer shall conduct an analysis of such images (and such analysis may be through the use of the Processing Software) that will evaluate the image quality, image placement and image usability of each image transmitted, to insure that such image complies with the requirements of the Remote Deposit Capture Procedures and the Standards. In the event such analysis reveals that the image quality, image placement or image usability is below that required by the Procedures and Standards, then Customer shall reprocess such Original Check until a Sufficient Image Copy is produced in compliance with the Procedures and Standards or Customer may manually submit the Item for deposit at a financial center of Bank. Customer shall also manually prepare a total of the amount of the expected Electronic Deposit and shall compare that amount to the amount the Processing Software indicates is the total for the batch of images associated with that Electronic Deposit and systematically correct any discrepancies.

(xii) Customer understands that Bank is relying on the truth and veracity of all electronic records transferred by Customer to Bank, and warrants that such records accurately reflect original documents that are, or at the time of the creation of the electronic records, were in the possession of Customer. Accordingly, Customer agrees that Bank may, upon one (1) Business Day notice, have its personnel or auditors and examiners appointed by Bank or a banking regulatory authority, inspect Customer's premises, the Processing Equipment, the Processing Software, and any of Customer's records pertaining to the matters set forth in this Agreement or this Remote Deposit Capture Services Section. Bank shall make all commercially reasonable efforts to avoid significant disruption of Customer's business operations in conducting such audit or inspection, and shall comply with Customer's reasonable workplace rules that have been communicated to the audit or inspection personnel in writing. Customer understands that Bank is a federally insured financial institution that is subject to examination by the Federal Deposit Insurance Corporation (FDIC), the Office of the Comptroller of the Currency (OCC) or other banking agencies, and to the extent that any such examination request access to any audit or inspection report of Bank, or access to the records, Processing Equipment, Processing Software or other systems, software or documents that are the subject of this Agreement, Customer shall fully cooperate with such examiners.

(xiii) Customer understands that in all cases it is solely responsible for safeguarding all items it retains, including Original Checks and any Substitute Check images, electronic or otherwise, as required or permitted by this Service from damage, destruction, alteration or theft. Customer agrees it will restrict physical access to each Original Check to those employees as would ordinarily have access to Customer's own cleared checks, or other personnel designated to specifically have access to such items pursuant to Customer's system of internal control. Customer further agrees that, notwithstanding anything to the contrary in this Agreement, Customer owns the Substitute Check images and information it transmits to Bank, and Customer is solely responsible for safeguarding both the Original Checks and any Substitute Check information and/or images from loss, theft or other unauthorized acquisition by unauthorized persons. If and when Customer makes the decision to destroy any Original Check(s) or Substitute Check Image(s), Customer shall ensure that such destruction is conducted via a destruction method, such as cross-cut shredding or other destruction method that renders the PII and other information on the Original Check inaccessible or unreadable. In the event that Customer suffers a security breach or other incident whereby any Original Checks, Processing Equipment or other equipment, or other forms of data storage containing electronic or other images or information regarding Substitute Checks, are lost, stolen or otherwise obtained by an unauthorized person, Customer shall notify Bank immediately and shall take all necessary steps to comply with Customer's responsibility to respond to data security breach incidents as otherwise set forth in this Agreement.

(xiv) Customer shall properly endorse all items submitted through Remote Deposit Capture with Customer's signature, account number, and "For Deposit Only, Titan Bank."

(f) Processing Equipment. To enable Customer to perform Remote Deposit Capture, Customer must use the Processing Equipment purchased from the Bank, or such other Customer-owned processing equipment provided that Customer has obtained Bank's prior written approval in accordance with Section (m) below. Customer shall not load or attempt to load any software on the Processing Equipment that is not provided by Bank without permission of Bank, given in its sole discretion. The Processing Equipment shall be used solely for the performance of Remote Deposit Capture, and solely for the benefit of Customer and no third party.

(g) Processing Software.

(i) Customer shall receive a limited, non-exclusive, non-transferable license to use the Processing Software solely for the term of this Service, and solely for the purposes set forth herein.

(ii) Customer may only use the Processing Software on Processing Equipment purchased from the bank, or processing equipment specifically approved in writing by Bank and at the location designated

by Customer located in the United States (or such other location as approved by Bank) and reasonably approved by Bank in writing or in an electronic communication.

(iii) Customer understands that it shall only receive an object code version of the Processing Software, and not a source code version and Customer further agrees that in no event shall it reverse engineer or decompile the object code of the Processing Software, or otherwise attempt to discover the source code.

(iv) Customer shall have no right to transfer the Processing Software or to make it available, in any format, to any third party, nor shall Customer have the right to copy, publish or make derivative works of the Software except as expressly permitted by Bank in writing. In addition, Customer is not permitted to make any copies of the Processing Software for any purpose, including backup or archival. In the event that the Processing Software becomes corrupted or is otherwise deleted, disabled or damaged, then only Bank personnel or its authorized agents may reload or restore the Processing Software to the Processing Equipment. Customer may not load the Processing Software onto any computer except the Processing Equipment without the express written permission of Bank, which shall be given in Bank's sole discretion. Customer may make only the number of copies of the Documentation as is necessary for each User, Remote Deposit Capture Service Contact and Authorized Administrator to have one copy.

(v) Customer shall not remove, alter or destroy any form of copyright notice, proprietary marking or confidential legend placed upon or contained within the Documentation, the Processing Software or any screen that the Processing Software causes to be displayed. All such notices, markings and legends must be included or reproduced on or in any copies made.

(vi) Bank warrants to Customer that it either has ownership of Processing Equipment and the Processing Software, or has a right to grant the licenses herein. **WITH RESPECT TO ANY PROCESSING EQUIPMENT OR PROCESSING SOFTWARE LICENSED TO BANK BY A THIRD PARTY, BANK MAKES NO WARRANTIES WHETHER EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR PARTICULAR PURPOSE, MERCHANTABILITY OR NONINFRINGEMENT. HOWEVER, TO THE EXTENT POSSIBLE REGARDING SUCH THIRD-PARTY PROCESSING EQUIPMENT OR PROCESSING SOFTWARE, BANK WILL PASS THROUGH ANY THIRD PARTY WARRANTIES EXPRESSLY PROVIDED TO BANK. NEITHER BANK NOR THE THIRD-PARTY LICENSORS WARRANT THAT OPERATION OF THE PROCESSING EQUIPMENT OR PROCESSING SOFTWARE WILL BE ERROR FREE OR UNINTERRUPTED.** Customer recognizes that Bank has acquired most or all of the Processing Software under license from a third party and all Processing Equipment was manufactured by a third-party without any specifications or customization by Bank. Customer acknowledges that Bank is unable to warrant the performance of the Processing Equipment and Processing Software, but Bank shall use commercially reasonable efforts to enforce warranties from any third-party licensor to the extent that Customer's use of the Processing Equipment and Processing Software is impeded because of defects. Customer understands and acknowledges that the Processing Software is not warranted to be error free, and Customer shall promptly bring to Bank's attention any errors in the Processing Software it discovers. In the event that Customer uses its own processing equipment and processing software approved by Bank in accordance with Section (m) below, Bank has no duties regarding making or enforcing warranties regarding such equipment or software and Customer must rely upon warranties from the third party who has either manufactured or licensed such processing equipment or software.

(h) License. Subject to the terms and conditions of this Agreement and these Remote Deposit Capture Services specific provisions, Bank hereby grants Customer a non-exclusive, non-transferable, limited license to: (i) access and/or use the Processing Software for Customer's own business operations but only to the extent that such software resides on the Processing Equipment; and (ii) to use the Documentation in support of Customer's authorized use of the Processing Software. Customer agrees to abide by the Agreement and these provisions with respect to all Processing Software and Documentation.

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

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

(k) **CUSTOMER INDEMNITY.** IF CUSTOMER ELECTS TO USE THE BANK'S REMOTE DEPOSIT CAPTURE SERVICE THEN, IN ADDITION TO THE INDEMNIFICATION OF BANK BY CUSTOMER AS SET FORTH ELSEWHERE IN THIS AGREEMENT, CUSTOMER ASSUMES LIABILITY FOR, AND HEREBY AGREES TO INDEMNIFY, PROTECT AND HOLD HARMLESS BANK AND ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS AND ASSIGNS ("BANK INDEMNITEES"), FROM AND AGAINST ANY AND ALL LIABILITIES, OBLIGATIONS, LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, OF ANY KIND OR NATURE ("DAMAGES") ARISING OUT OF THE USE OF, CONDITION (INCLUDING LATENT AND DEFECTS AND WHETHER OR NOT DISCOVERABLE BY CUSTOMER OR BANK), OPERATION, OWNERSHIP, SELECTION, DELIVERY, INSTALLATION OR LICENSING OF ANY ITEM OF PROCESSING EQUIPMENT. NOTWITHSTANDING THE FACT THAT TITLE TO THE PROCESSING EQUIPMENT LICENSED BY BANK TO CUSTOMER SHALL REMAIN WITH BANK AT ALL TIMES, AND THAT THE PROCESSING EQUIPMENT SHALL AT ALL TIMES BE AND REMAIN THE PERSONAL PROPERTY OF BANK, CUSTOMER HEREBY EXPRESSLY AGREES TO INDEMNIFY AND REIMBURSE BANK FOR THE COST OF ANY PROCESSING EQUIPMENT THAT IS DAMAGED, LOST OR STOLEN WHILE SUCH PROCESSING EQUIPMENT IS IN THE POSSESSION AND CONTROL OF CUSTOMER (INCLUDING ANY OF CUSTOMER'S EMPLOYEES, AGENTS OR SUBCONTRACTORS), EXCEPT THAT SUCH INDEMNIFICATION AND REIMBURSEMENT COSTS SHALL NOT EXTEND TO ANY DAMAGE, LOSS OR THEFT DUE TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF

BANK. Bank shall, in its sole and absolute discretion, determine whether to seek indemnification and reimbursement from Customer for any Processing Equipment that is damaged, lost or stolen while in Customer's possession and control.

(l) Limitation on Bank Liability for Remote Deposit Capture Services. Bank shall not have any liability for any breach of any representation, warranty or covenant of this Agreement to the extent caused by: (i) the unavailability of the external connection services and other Internet network functions; (ii) any modifications, alterations of or additions to the Processing Software or Processing Equipment performed by anyone other than Bank or Bank's designated service providers; (iii) the use of the Processing Software or the Processing Equipment by Customer in a manner not as set forth in this Agreement or any procedures or Documentation, in a manner for which it was not designed, or in combination with systems, products or components not supplied or approved in writing by Bank; or (iv) Customer's use of software, equipment or other systems not supplied by Bank. **CUSTOMER UNDERSTANDS AND EXPRESSLY ACKNOWLEDGES AND AGREES THAT, IN ADDITION TO THE LIMITATIONS ON LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BANK SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS OR FOR ANY INDIRECT LOSS THAT THE CUSTOMER MAY INCUR OR SUFFER IN CONNECTION WITH BANK TERMINATING CUSTOMER'S REMOTE DEPOSIT CAPTURE SERVICES IN ACCORDANCE WITH THIS AGREEMENT.**

(m) Customer Use of Other File Formats, Processing Equipment and Processing Software. Customer may request that Bank allow Customer (and any of its Related Entities) to transmit files in ANS X9.37 file format or another file format not listed in this Agreement or in the Remote Deposit Capture User Guide, with such transmission to be accomplished via non-Bank issued equipment or software. Bank may approve Customer's request for deviation from file format, equipment or software upon written approval, which Bank may give in its sole discretion, and subject to Bank's approving the details of the proposed file transmission, related Security Procedures and other particular details of transmission and Remote Deposit Capture. **IF A CUSTOMER REQUESTS TO USE A FILE FORMAT NOT LISTED IN THIS AGREEMENT OR IN THE USER GUIDE, OR ANY EQUIPMENT OR ANY SOFTWARE OTHER THAN THAT PROVIDED BY BANK, CUSTOMER HEREBY EXPRESSLY DISCLAIMS ANY EXPLICIT OR IMPLIED WARRANTIES OR ANY OTHER EXPLICIT OR IMPLIED GUARANTIES REGARDING FILE SECURITY, INCLUDING SECURITY DURING TRANSMISSION.**

I. Surcharge-Free ATMs

Bank may, at its sole discretion, participate in one or more surcharge-free ATM networks, and through its participation offer such "Surcharge-Free ATM Service" to Customer. This may include both the withdrawal of funds from Accounts as well as deposits of cash and checks to Accounts. Bank shall provide a list of the Surcharge-Free ATM networks it participates on Bank's website, which list may be updated by Bank from time-to-time. The Surcharge-Free ATM networks that Bank may participate in are offered by third parties, and Customer may be required to download a mobile application or otherwise register with such third-party Surcharge-Free ATM networks to use those networks. Customer may also have to agree to the separate third-party Surcharge-Free ATM networks' terms and conditions of use, privacy policy, and any other agreements or documentation required by such networks. Bank does not make any warranties or representations about any third-party Surcharge-Free ATM Network or its products or services. Bank is not responsible for the third-party Surcharge-Free ATM network's performance or for helping resolve any dispute between you and any third-party Surcharge-Free ATM network. Bank may discontinue participation in any third-party Surcharge-Free ATM network at any time in Bank's sole discretion, and Bank shall have no liability to you for such actions.

J. Wire Transfer

1. The Service. The Bank agrees to provide for origination of Funds Transfers by Wire ("Wire Transfer") through the Online Banking System. The Bank will act upon the Customer's instructions to debit one or more specified Deposit Accounts of the Customer and will transfer funds from such Deposit Account(s) for credit to the Customer and/or other persons or companies or specified accounts in accordance with the terms hereof.

2. Definitions

(a) "Repetitive Transfers" means Funds Transfer requests made routinely with instructions remaining constant except for the date and dollar amount.

(b) "Non-Repetitive Transfers" means Funds Transfer Requests made routinely with only the debit account remaining constant.

(c) "Online Wire Transfer" means a Wire Transfer initiated by a Customer via the bank's Online Banking Services.

(d) "Domestic Wire" means a Wire Transfer that will not go outside of the United States and will be in U.S. dollars.

(e) "Foreign Wire" means a Wire Transfer that eventually will be credited to an account outside the United States or will be sent in a currency other than U.S. Dollars.

(f) "Wire Profiles" means formats for repetitive, non-repetitive, foreign, standing order and tax wires established in the bank's Online Banking Services by the Customer or at the Customer's request. Wire Profiles are the formats in the bank's Online Banking Services that enable the Customer to initiate Online Wire Transfers.

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

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

IN THE EVENT THAT A WIRE TRANSFER IS UNAUTHORIZED BUT EFFECTIVE PURSUANT TO THE SECURITY PROCEDURES AND OTHER PROCEDURES AGREED TO HEREIN, BANK IS ENTITLED TO ENFORCE OR RETAIN PAYMENT FOR THE WIRE TRANSFER FROM CUSTOMER UNLESS THE CUSTOMER CAN PROVE THAT THE WIRE TRANSFER WAS NOT CAUSED, DIRECTLY OR INDIRECTLY, BY A PERSON EITHER (I) ENTRUSTED AT ANY TIME WITH ACCESS TO CUSTOMER'S NETWORKS OR SYSTEMS, DUTIES TO ACT ON CUSTOMER'S BEHALF WITH RESPECT TO SUCH WIRE TRANSFER OR THE SECURITY PROCEDURES OR OTHER PROCEDURES HEREIN, OR (II) WHO OBTAINED ACCESS TO CUSTOMER'S TRANSMITTING FACILITIES OR WHO OBTAINED, FROM A SOURCE CONTROLLED BY CUSTOMER AND WITHOUT AUTHORITY OF THE BANK, INFORMATION FACILITATING A BREACH OF THE PROCEDURES, REGARDLESS OF HOW THE INFORMATION WAS OBTAINED OR WHETHER CUSTOMER WAS AT FAULT.

4. Security Procedures. The Bank will only accept a Wire Transfer request from the Customer that is made using the appropriate "Security Procedures" for Wire Transfers, including Online Wire Transfers. The Security Procedures to initiate Online Wire Transfers are that the Customer is required to use the appropriate User ID, password and Bank-issued Security Token. "Security Token" for purposes of the Online Wire Transfer Service is defined as a security device or a software application issued to Customer by Bank, or a text message to the Authorized Party's Mobile Device that generates a one-time digital code to use either each time the Customer initiates a Wire Transfer or each time a Customer logs in to the Online Banking System, or each time Customer initiates an Online Wire Transfer. The Bank, at its sole discretion, may allow a customer to submit a Wire Transfer request via the Bank's Wire Transfer Request Form that Customer must sign, scan and email to the Bank. If the Customer chooses to do so, and permission is granted by the Bank, the Bank will make a call back to the Customer's Authorized Party making the Wire Transfer request to that Authorized Party's current contact number as listed in the Bank's records. If Customer seeks to make Wire Transfer requests via this email approach, then Customer must seek Bank's prior written approval and complete any additional documentation that Bank requires, including, but not limited to, Bank's "Waiver of Standard Security Procedures, Release, Indemnification and Hold Harmless Agreement."

5. Transfer Requests. Requests for Wire Transfers may be initiated online by an Authorized Party or a User of the Customer providing to the Bank the following information: (i) User ID, password and AAI (including Bank-issued Security Token); and (ii) the name of the receiving party and account number to which funds are to be transferred.

6. Submission of Transfers. Wire Transfer requests must be delivered and approved prior to the 3 p.m. Central Time cut-off to be sent the same Business Day. Wire Transfer requests received after the 3 p.m. Central Time cut-off will be sent the next Business Day. Wire Transfers shall be deemed delivered to the Bank when the applicable Security Procedures have been complied with and the submission to the Bank is completed in accordance with the Agreement.

7. Acceptance and Execution of Transfer Requests.

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

(b) Deadlines. The Customer acknowledges that the Bank maintains deadlines for accepting Wire Transfer requests. Such deadlines are subject to change from time to time at the sole discretion of the Bank. If a Wire Transfer request from the Customer is received after the deadline, it may be executed the next Business Day.

(c) Bank Acceptance of Instructions. No instructions or other restrictions limiting the Bank's acceptance of a Wire Transfer request from the Customer shall be effective unless accepted and agreed to in writing by the Bank. However, the Bank at its option may elect to act consistently with such instructions or other restrictions which it believes in good faith were made by an Authorized Party or User of the Customer.

(d) Instructions. The Bank shall make debits according to the instructions received from the Customer and credits according to the instructions received electronically for each request.

(e) Transmission. In executing any Wire Transfer request, the Bank may utilize such means of transmission as it may reasonably select. The Bank may initiate Wire Transfer requests in any order convenient to it.

(f) Foreign Wires. Wires to foreign locations must be executed on a Foreign Wire Profile and may incur additional charges based on the routing of the wire through U.S. and foreign banks.

(g) Foreign Wires: Routing and Settlement.

Foreign wires denominated in U.S. dollars sent to an account denominated in a foreign currency, may be converted by the Bank, in its sole discretion, or by an intermediary or correspondent bank or the receiving bank, into the applicable currency of the country the payment is being sent to. If the Customer does not wish for Bank to do so, the Customer must provide prior written notice to the Bank. Customer understands the Bank may receive compensation in connection with such conversion. When the conversion occurs, the Bank, intermediary or correspondent bank, or the receiving bank, determines, in their sole discretion, the currency exchange rate. The Bank is not responsible for the exchange rate set by an intermediary or correspondent bank or the receiving bank.

Bank may, at its sole discretion, determine the routing method, settlement systems, settlement currency, intermediary and correspondent banks, and appropriate fee structures associated with any payment received from Customer in order to facilitate payments on behalf of its customers.

Bank, its correspondent banks, and other banks involved in the funds transfer transactions may charge additional fees, or convert currency, in some cases providing compensation to Bank. The Bank may deduct its fees from the Customer's account or from the amount of the transfer.

The Bank may include the Customer's name, address, and other required information, within the payment instruction, so the Bank may comply with international and foreign payment regulations and requirements.

8. Revocation of Transfers. The Customer has no right to reverse, adjust, or revoke a Wire Transfer request after the Bank has executed the Wire Transfer. If the Customer requests the reversal, adjustment or revocation of a Wire Transfer request, the Bank may (but shall not be obligated to) attempt to recover the funds from the transferee using whatever steps the Bank may deem appropriate. THE CUSTOMER EXPRESSLY AGREES TO INDEMNIFY THE BANK AGAINST ANY COSTS, EXPENSES, DAMAGES AND LIABILITIES, INCLUDING ATTORNEY'S FEES, WHICH THE BANK MAY INCUR IN ATTEMPTING TO EFFECT SUCH RECOVERY OF FUNDS. THE BANK MAKES NO REPRESENTATION OR WARRANTY AS TO ITS ABILITY TO REVOKE OR CANCEL A WIRE TRANSFER ONCE MADE.

9. Confirmation; Account Reconciliation. The Bank will send the Customer a written advice of each executed Wire Transfer request. The Bank will assign a reference number to each executed funds transfer request. This reference number will appear on the confirmation advice and periodic Deposit Account statement sent to the Customer. All correspondence relating to a specific funds transfer request must include the reference number assigned to such funds request.

10. Fees. In addition to paying such fees for the Service as may be imposed from time to time pursuant to the Agreement, the Customer shall reimburse the Bank for any direct or indirect transfer charges or expenses incurred by the Bank in connection with the Service. This includes but is not limited to any access charge from a communications system, telex transmission charges, transfer commissions, and correspondence charges.

K. Zero Balance Accounting

1. The Service. The Bank, at its sole discretion, may agree to provide "Zero Balance Accounting Services" to the Customer for the purpose of moving funds between Deposit Accounts automatically.

2. The Accounts. The Bank will link a primary checking Deposit Account (the "Level One Account") maintained by the Customer with at least one (1) checking Deposit Account up to nine (9) levels deep, but no more than ninety-nine (99) Deposit Accounts per level (the "Lower Level Accounts").

3. Account Balance Maintenance.

(a) Generally. The Customer is required to maintain sufficient balances in the Level One Account to cover all disbursements presented for payment against any account within this Service arrangement.

(b) Lower Level Accounts. Provided these Zero Balance Accounting Service specific provisions are met, the Customer is not required to maintain a pre-determined target balance amount (the "Target Balance") in any Lower Level Account, unless a Target Balance is so specified by the Customer, or the Customer and the Bank have agreed to a Target Balance as a compensation condition.

4. Procedures. At the close of each Business Day, the Bank will initiate a credit or a debit to each Lower Level Account equal to the Business Day's net balance at close in order to bring the Lower Level Account balance back to the Target Balance specified by the Customer. If the Customer has not indicated a Target Balance for a Lower Level Account, then the Lower Level Account will be brought to zero (0). Additionally, and at the close of each Business Day, the Bank will initiate a corresponding credit or debit, as applicable, to the Level One Account.

5. Statements. The Bank will furnish monthly checking Account statements for the Level One Account and each Lower Level Account that reflect all transfers initiated pursuant to this Agreement.