



ACH ORIGINATOR AGREEMENT

Company Name: _____

This Agreement, dated as of _____ is between ("Company") and Texas Brand Bank ("Financial Institution").

RECITALS

- A. Company wishes to initiate Credit Entries by means of the Automated Clearing House Network pursuant to the terms of this Agreement and the rules of the National Automated Clearing House Association ("NACHA") and the local ACH Association (the "Rules"), and Financial Institution is willing to act as an Originating Depository Financial Institution ("ODFI") with respect to such Entries.
- B. Unless otherwise defined herein, capitalized terms shall have the meanings provided in the Definitions and Rules.

DEFINITIONS

ACH – Automated Clearing House is a funds transfer system governed by the rules of NACHA, which provides for interbank clearing of Entries for participating Financial Institutions.

ACH Operator - a person or Company that operates an automated clearinghouse pursuant to an agreement with NACHA, e.g. the Federal Reserve.

Authorized User - any individual, agent, or Sub-User authorized by Company to access Company accounts through the Financial Institution's Internet banking service. Such individual(s) may be authorized by Company to view account information, transfer funds among Company accounts at this Financial Institution and/or other Financial Institutions, and process, transmit, approve, edit, or submit ACH Entries, or otherwise deliver ACH file data to the Financial Institution.

ACH Data - ACH Data means the following information with respect to consumer and commercial customers of an RDFI (Receiving Depository Financial Institution) gathered by Company for the purpose of initiating ACH transactions:

- (1) A bank account number together with a bank routing number; or
- (2) Customer's name together with a social security number or taxpayer identification number.

Customer ACH Data may also include data and/or data files created from checks in connection with ACH check conversion or truncation programs.

Business Day - calendar day other than a Saturday, Sunday or Federal holiday on which the Financial Institution is open to the public during any part of such day for carrying on substantially all of its banking functions.

Data Breach Event – a "data breach" is the loss, theft or unauthorized access of Consumer-Level ACH Data by or from Company, its Sub-Users or Sub-User Administrators.

Effective Entry Date – Date ACH transaction is effective.

Entry (Entries) – an order or request complying with the requirements of ACH record format specifications (1) for deposit of money to the deposit account of a receiver (a “credit” Entry), (2) for the payment of money from the deposit account of a receiver (a “debit” Entry), or (3) a zero dollar Entry.

Entry Data – as applicable, pre-notifications, returned Entries, adjustment Entries, NOC’s and/or other notices or data transmitted through one or more ACH Operators pursuant to NACHA rules.

NACHA – National Automated Clearing House Association

Notification of Change – A Notification of Change (NOC) is a non-dollar Entry sent by an RDFI to the ACH Operator for distribution back to the Company through the Financial Institution. It is created when the RDFI receives a pre-notification or a live dollar Entry that contains incorrect information.

ODFI – Originating Depository Financial Institution Texas Brand Bank – a participating depository Financial Institution is an ODFI with respect to Entries (1) it transmits directly or indirectly to its ACH Operator for transmittal to an RDFI, and (2) on which it is designated as the ODFI in accordance with the ACH record format specifications.

Originator – a person (Company) that has authorized an ODFI to transmit a credit or debit Entry to the deposit account of a receiver with an RDFI,

On-Us Entry – an Entry received from an account maintained with Financial Institution.

Primary User – individual who initially enrolls on behalf of the company. The Primary User is an individual who is both an authorized signer on an eligible Business Customer account and has been given the authority to establish and manage Sub-User access to the Internet Banking Service. The Primary User is considered to have full authority to act on behalf of the Business Customer and any other authorized signers. A Primary User can designate and remove Sub-Users and may assign certain administrative rights to a Sub-User.

RDFI – Receiving Depository Financial Institution – a participating depository Financial Institution is a RDFI with respect to Entries (1) it receives from its ACH Operator for debit and credit to the accounts of the receivers, and (2) on which it is designated as the RDFI in accordance with ACH record format specifications.

Receiver – a person or Company that has authorized an Originator to initiate a credit or debit Entry to the Receiver’s deposit account with an RDFI.

Settlement Account(s) – the account(s) Company will maintain with the Financial Institution to settle debit and credit transactions as a result of ACH Entries.

Sub-User - means an Authorized User who has been assigned access to this Institution’s online banking ACH origination services by a Company Sub-User Administrator. Sub-Users may be granted full or limited access to create, or approve ACH transactions

Sub-User Administrator – refers to Company’s administrative user for the online banking ACH origination service. Sub-User Administrators assign access rights and administer passwords for Company’s Sub-Users.

The Definitions above may be further defined within the NACHA rules.

Now, therefore, the Company and the Financial Institution agree as follows:

AGREEMENT

1. Transmittal of Entries by Company. Company shall only submit Entries to Financial Institution in compliance with the formatting and other requirements as set forth in the NACHA Rules and **Schedules A and C** attached hereto. The total dollar amount of Entries transmitted by Company to Financial Institution on any day shall not exceed the Limit Class specified in **Schedule A**.

2. Compliance with Rules and Regulations. The Company agrees to follow the operating rules of NACHA (as amended from time-to-time, the “Rules”). The Company agrees to comply with and be bound by the Rules, as well as future Rules updates, abide by the appropriate laws of the state of Texas and of the United States of America. A free electronic version of the ACH Rules may be viewed by registering at www.achrulesonline.org. A paper copy of ACH Rules for Corporate Originators may be ordered at www.nacha.org. The specific duties of the Company provided in the following paragraphs of this agreement in no way limit the foregoing undertaking.

In addition to any other rights set forth within this agreement, this Financial Institution may audit the compliance of Company with respect to the Rules and the procedural requirements (if any) as set forth within this Agreement.

3. Written Authorizations for consumer Entries. If applicable, Company shall obtain written authorizations for consumer Entries (see **Schedule D** for example) and shall retain these authorizations (or a reasonable facsimile or the original items) for a period of no less than two (2) years after the revocation or cessation of the authorization. Company shall, upon request, within two (2) business days, provide Financial Institution an original or copy of the Receiver’s authorization for consumer debit Entries.

4. Pre-notifications. Company should send pre-notification (zero-dollar) Entries six (6) days prior to initiating the first live (dollar) Entry to a particular account. Such pre-notification shall be provided to the Financial Institution pursuant to the Rules, upon request. Should the Company receive notice that any such pre-notification has been rejected by an RDFI, or that an RDFI will not receive Entries without having first received a copy of the written authorization signed by its customer (the Receiver), the Company will initiate no further Entries to the Receiver until such time as the Company provides the RDFI with such authorization. At such time, the Company may initiate Entries, within the time limits provided in the NACHA Rules.

5. Security Procedures.

(a) Company and Financial Institution shall comply with the security procedure requirements described in **Schedule C** attached hereto with respect to Entries transmitted by Company to Financial Institution. Company acknowledges that the purpose of such security procedure is for verification of authenticity and not to detect an error in the transmission or content of an Entry. No security procedure for the detection of any such error has been agreed upon between the Financial Institution and Company.

(b) Company is solely responsible for establishing and maintaining commercially reasonable security measures to safeguard against unauthorized Entries, transmissions and Data Breach Events. Company’s computer should run a supported operating system that is patched with critical vendor updates. Company is solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to Company’s operating systems, and for protecting, securing, and backing up any data and information stored in or on Company’s operating systems. Additionally, Company warrants that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the security procedures and any passwords, codes, security devices and related instructions concerning the security procedures described in **Schedule C**. Company acknowledges that Financial Institution and its Service Providers do not have access to Company’s passwords and that Company is solely responsible for their safekeeping. If Company believes or suspects that any such information or instructions have been known or accessed by unauthorized persons, Company agrees to notify Financial Institution immediately, followed by written confirmation. The occurrence of unauthorized access or unauthorized Entries will not affect any transfers or file processing made in good faith by Financial Institution prior to receipt of such notification and within a reasonable time period to prevent unauthorized transactions.

(c) In the event Company becomes aware or reasonably suspects (i) that ACH Data has been lost, stolen or has otherwise been subjected to unauthorized access and (ii) that misuse of such information has occurred or is reasonably possible, Company must notify Financial Institution as soon as possible. This requirement does not supersede any other data breach notification requirements to which Company may be subject under applicable law or regulation.

(d) Detection, Investigation and Escalation. Company must implement commercially reasonable policies, procedures and systems to prevent and detect the occurrence of a Data Breach. These policies and procedures should include escalation of any breach to appropriate personnel within the organization in a timely fashion, and prompt notice to Financial Institution.

If Company is affected by a known or suspected data breach, Company agrees to cooperate and coordinate investigative efforts with this Financial Institution and/or its third-party consultant as mutually agreed. Company and Financial Institution shall immediately commence and diligently pursue an investigation of the circumstances to determine (i) if a data breach has actually occurred, (ii) the scope of the data breach, including the type and amount of data affected, (iii) the risk that the affected data will be misused, and (iv) what steps are necessary to prevent further unauthorized access to ACH Data.

6. Compliance with Security Procedure.

(a) If an Entry (or a request for cancellation or amendment of an Entry) received by Financial Institution purports to have been transmitted by an Authorized User of the Company, it will be deemed effective as the Company's Entry and Company shall be obligated to pay Financial Institution the amount of such Entry (or amended Entry) even if the Entry was not authorized by Company, provided Financial Institution accepted the entry in good faith and acted in compliance with the security procedures referred to in **Schedule C** with respect to such Entry.

If signature comparison is to be used as a part of the security procedures defined in **Schedule C**, this Financial Institution shall be deemed to have complied with that part of such procedure if it compares the signature received with the signature of an Authorized User of Company and, on the basis of such comparison, believes the signature to be that of such Authorized User.

(b) If an Entry (or request for cancellation or amendment of an Entry) received by the Financial Institution was transmitted or authorized by Company, Company shall pay Financial Institution the amount of the Entry, whether or not Financial Institution complied with the security procedure referred to in **Schedule C** with respect to that Entry and whether or not that Entry was erroneous in any respect or that error would have been detected if Financial Institution had complied with such procedure.

7. Recording and Use of Communications. Company and Financial Institution agree that all telephone conversations, emails or data transmissions between them or their Authorized Users made in connection with this Agreement may be electronically recorded and retained by either party by use of any reasonable means.

8. Processing, Transmittal and Settlement by Financial Institution. Except as otherwise provided for in this Agreement and if Financial Institution elects to accept Entries, Financial Institution shall:

(a) (i) process Entries received from Company to conform with the file specifications set forth in the NACHA Rules, (ii) transmit such Entries as an ODFI to this Institution's ACH Operator, and (iii) settle for such Entries as provided in the NACHA Rules.

(b) transmit such Entries to the ACH processor by the deposit deadline of the ACH processor one (1) Business Day or two (2) Business Days prior to the Effective Entry Date shown in such Entries, provided: (i) such Entries are received on the designated Business Day by the Financial Institution's cut-off time as set forth on **Schedule A**, (ii) the Effective Entry Date is at least 1-2 days after such business day, and (iii) the ACH processor is open for business on such Business Day. Company agrees that the ACH processor selected by Financial Institution shall be considered to have been selected by and designated by Company.

9. On-Us Entries. Except as provided in Section 10, Rejection of Entries, in the case of an Entry received for credit to an account maintained with this Financial Institution ("On-Us Entry"), Financial Institution shall credit the Receiver's account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirements set forth in clauses (i) and (ii) of Section 8 (b) are met. If either of those requirements is not met, Financial Institution shall use reasonable efforts to credit the Receiver's account in the amount of such Entry no later than the next business day following such Effective Entry Date.

10. Rejection of Entries. Financial Institution may reject any Entry which does not comply with the requirements of Section 1, Transmittal of Entries by Company, or Security Procedures of Section 5, or which contains an Effective Entry Date more than two (2) Business days after the Business Day such Entry is received by Financial Institution. Financial Institution may reject an On-Us Entry, for any reason for which an Entry may be returned under the Rules. Financial Institution may reject any Entry if Company has failed to comply with its account balance obligations under Section 16, The Account. Financial Institution may reject any entry of Company that does not adhere to security procedures as described in **Schedule C**.

Financial Institution shall notify Company by **telephone, electronic transmission, including email, or in writing as mutually agreed** of such rejection no later than the Business Day such Entry would otherwise have been transmitted by Financial Institution to the ACH Operator or, in the case of an On-Us entry, its Effective Entry Date. Notices of rejection shall be effective when given. Financial Institution shall have no liability to Company 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.

In the event that any Entries are rejected by the ACH Operator for any reason, it shall be the responsibility of the Company to remake such Entries. Should the file be rejected due to an error caused by the Financial Institution, the Financial Institution shall be responsible for remaking the file. In such a case, the Company will supply sufficient information, as required in section 24, to allow the Financial Institution to recreate the entries for up to five (5) business days after midnight of the settlement date.

11. Cancellation or Amendment by Company. Company shall have no right to cancel or amend any Entry after its receipt by Financial Institution. However, Company can make amendments or cancel an ACH batch Entry before the designated cut-off time or if the Entry is still "pending" in the Financial Institution's Internet banking service. Entries within the Internet banking service that have been approved are no longer "pending" and have been submitted to the Financial Institution for processing. If a Company request for cancellation or amendment complies with the procedures described in **Schedule A** for canceling or amending Entry Data, Financial Institution shall use reasonable efforts to act upon such a request by Company prior to transmitting the Entry to the ACH Operator or, in the case of an On-Us Entry, prior to crediting a Receiver's account, but shall have no liability if such cancellation or amendment is not affected. Company shall reimburse Financial Institution for any expenses, losses, or damages Financial Institution may incur in effecting or attempting to affect Company's request for the cancellation or amendment of an Entry.

12. Notice of Returned Entries. Financial Institution shall notify an Authorized User of the Company by mutually agreeable means, including email, and/or secure notifications through the Internet banking service of the receipt of a returned or changed Entry from the ACH Operator no later than one (1) Business Day after the Business Day of such receipt. Except for an Entry retransmitted by Company in accordance with the requirements of Section 1, Transmittal of Entries by Company, Financial Institution shall have no obligation to retransmit a returned Entry to the ACH Operator if Financial Institution complied with the terms of this Agreement with respect to the original Entry.

Upon receipt of a return of Debit Entry with a return reason code of RO7 (authorization revoked), R10 (customer advises unauthorized), or R11 (customer advises not in accordance with terms of authorization), the Company will cease transmission of said transactions until a new authorization has been signed by the consumer (RO7-authorization revoked) or until corrections have been made or an authorization has been obtained (R10-customer advises unauthorized or R11-customer advises not in accordance with terms of authorization).

13. Notifications of Change. Financial Institution shall notify Company of all NOCs received by Financial Institution relating to Entries transmitted by Company by mutually agreeable means, including email, and/or secure notifications through the Internet banking service no later than one (1) Business Day after receipt thereof. Upon receipt of notification of change items, the Originator must make the correction within six (6) banking days, or before the next transaction, whichever is later.

14. Payment by Company for Entries. Company shall pay Financial Institution the amount of each Credit Entry transmitted by Financial Institution pursuant to this Agreement at such time as specified on **Schedule B**.

15. Electronic Debit Entries. Company will receive immediately available funds for any electronic debit entries initiated by it not later than the settlement date of the items. Provisions may be made for holding accounts to be maintained for posting of any return debit items received, as stated elsewhere within this Agreement and the Rules. Company will promptly provide immediately available funds to indemnify the Financial Institution if any debit items are rejected after the Financial Institution has permitted the Company to withdraw immediately available funds, should funds not be available in the Company's accounts to cover the amount of the rejected or returned Entries,

16. The Account. Financial Institution may, without prior notice or demand, obtain payment of any amount due and payable to it under this Agreement by debiting the account(s) of Company and shall credit the Settlement Account for any amount received by Financial Institution by reason of the return of an Entry

transmitted by Financial Institution for which Financial Institution has previously received payment from Company. Such credit shall be made as of the day of such receipt by Financial Institution.

Company shall at all times maintain a balance of available funds in the Settlement Account sufficient to cover its payment obligations under this Agreement. In the event there are not sufficient available funds in the Settlement Account to cover Company's obligations under this Agreement, Company agrees that Financial Institution may debit any account maintained by Company with Financial Institution or any affiliate of Financial Institution or that Financial Institution may set off against any amount it owes to Company, in order to obtain payment of Company's obligations under this Agreement.

17. Account Reconciliation. Entries transmitted by Financial Institution or credited to a Receiver's account maintained with a Financial Institution will be reflected on the Company's periodic statement issued by this Financial Institution with respect to the Account pursuant to the agreement between Financial Institution and Company. Company agrees to reconcile its accounts daily and notify Financial Institution promptly of any discrepancy between Company's records and the information shown on any periodic statement or within the Internet banking service. If Company fails to notify Financial Institution of any discrepancy within ten (10) days of receipt of a periodic statement containing such information, Company agrees that Financial Institution shall not be liable for any other losses resulting from Company's failure to give such notice or any loss of interest or any interest equivalent with respect to an Entry shown on such periodic statement. If Company fails to notify Financial Institution of any such discrepancy within sixty (60) days of receipt of such periodic statement, Company shall be precluded from asserting such discrepancy against Financial Institution.

If applicable, for CCD credits, under the operating Rules of the NACHA, which are applicable to ACH transactions involving your account, this Financial Institution is not required to give next day notice to Company of receipt of an ACH item and this Financial Institution will not do so. However, Financial Institution will continue to notify you of the receipt of payments in the periodic statements we provide to you.

18. Company Representations and Agreements; Indemnity. With respect to each and every Entry initiated by Company, Company represents and warrants to Financial Institution and agrees that (a) each person shown as the Receiver on an Entry received by Financial Institution from Company has authorized the initiation of such Entry and the debiting and/or crediting of its account in the amount and on the Effective Entry Date shown on such Entry, (b) such authorization is operative at the time of transmittal or crediting by Financial Institution as provided herein, (c) Entries transmitted to Financial Institution by Company are limited to those types of debit and credit Entries set forth in **Schedule A** (d) Company shall perform its obligations under this Agreement in accordance with all applicable laws and regulations, including the sanctions laws administered by OFAC, the Electronic Funds Transfer Act (if applicable) and the Uniform Commercial Code Article 4A and (e) Company shall be bound by and comply with the Rules as in effect from time to time, including, without limitation, the provision making payment of an Entry by the Receiving Depository Financial Institution to the Receiver "provisional" until receipt by the Receiving Depository Financial Institution of final settlement for such Entry. Company specifically acknowledges that it has received notice of the Rule regarding provisional payment and of the fact that, if such settlement is not received, the Receiving Depository Financial Institution shall be entitled to a refund from the Receiver of the amount credited and Company shall not be deemed to have paid the Receiver the amount of the Entry. Company shall indemnify Financial Institution against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any breach of any of the foregoing representations or agreements.

If applicable, any credit given by this Financial Institution to Company with respect to an ACH credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If Financial Institution does not receive such final settlement, Company is hereby notified and agrees that this Financial Institution is entitled to a refund of the amount credited to Company in connection with such entry, and the party making payment to Company via such entry (i.e. the originator of the entry) shall not be deemed to have paid Company in the amount of such entry.

19. Financial Institution Responsibilities; Liability; Limitations on Liability; Indemnity.

(a) In the performance of the services required by this Agreement, Financial Institution shall be entitled to rely without investigation or inquiry on the information, representations, and warranties provided by Company

pursuant to this Agreement, and shall not be responsible for the accuracy or completeness thereof. Financial Institution shall be responsible only for performing the services expressly provided for in this Agreement, and shall be liable only for willful misconduct in performing those services. Financial Institution shall not be responsible for Company's acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal or authorization of any Entry received from Company) or those of any other person, including without limitation any Federal Reserve Bank, Automated Clearing House or transmission or communications facility, any Receiver or Receiving Depository Financial Institution (including without limitation the return of an Entry by such Receiver or Receiving Depository Financial Institution), and no such person shall be deemed Financial Institution's agent. Company agrees to indemnify Financial Institution against any loss, liability or expense (including attorney's fees and expenses) resulting from or arising out of any claim of any person that the Financial Institution is responsible for any act or omission of Company or any other person described in this Section 19(a).

(b) Financial Institution shall be liable only for Company's actual damages; in no event shall Financial Institution or its service providers be liable for any consequential, special, incidental, punitive or indirect loss or damage which Company may incur or suffer in connection with this Agreement, whether or not the likelihood of such damages was known or contemplated by the Financial Institution and regardless of the legal or equitable theory of liability which Company may assert, including, without limitation, loss or damage from subsequent wrongful dishonor resulting from Financial Institution's acts or omissions pursuant to this Agreement.

(c) Without limiting the generality of the foregoing provisions, Financial Institution shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond Financial Institution's control. In addition, Financial Institution shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in Financial Institution's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Financial Institution's reasonable judgment otherwise violates any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.

(d) Subject to the foregoing limitations, Financial Institution's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Bank of New York for the period involved. At Financial Institution's option, payment of such interest may be made by crediting the account resulting from or arising out of any claim of any person that Financial Institution is responsible for any act or omission of Company or any other person described in Section 19(a).

20. Inconsistency of Name and Account Number. Company acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by Financial Institution to the Receiving Depository Financial Institution may be made by the Receiving Depository Financial Institution (or by Financial Institution in the case of an On-Us Entry) on the basis of the account number supplied by the Company, even if it identifies a person different from the named Receiver, and that Company's obligation to pay the amount of the Entry to Financial Institution is not excused in such circumstances.

21. Payment for Services. Company shall pay Financial Institution the charges for the services provided in connection with this Agreement, as set forth in **Schedule E** attached hereto. All fees and services are subject to change upon 30 calendar days prior written notice from Financial Institution to Company. Such charges do not include, and Company shall be responsible for payment of, any sales, use, excise, value added, utility or other similar taxes relating to such services, and any other fees or charges provided for in the depository account agreement between Financial Institution and Company with respect to the Account (the "Account Agreement").

Company shall also be responsible for all fees (if any) associated with multiple user access to Company accounts as well as any Internet or mobile phone related service charges.

22. Amendments. From time to time Financial Institution may amend any of the terms and conditions contained in this Agreement, including without limitation, any cut-off time, any Business Day, and any part of **Schedules A through G-2** attached hereto. Such amendments shall become effective upon receipt of notice by Company or such later date as may be stated in Financial Institution's notice to Company.

23. Notices, Instructions, Etc.

(a) Except as otherwise expressly provided herein, Financial Institution shall not be required to act upon any notice or instruction received from Company or any other person, or to provide any notice or advice to Company or any other person with respect to any matter.

(b) Financial Institution shall be entitled to rely on any written or electronic communication related to ACH origination transactions believed by it in good faith to be genuine and to have been submitted by an Authorized User, and any such communication shall be deemed to have been signed by such person.

(c) Company shall be solely responsible for granting and/or removing access to Authorized Users.

(d) Company requests for access to multiple Company accounts should be submitted to Financial Institution through written or electronic notice. Such notice shall be effective on the second Business Day following the day of Financial Institution's receipt thereof or as soon as the Financial Institution can reasonably act upon the request.

(e) Except as stated herein, any written notice or other written communication required or permitted to be given under this Agreement shall be delivered or sent by US mail, if to Company, at the address of Company on record with Financial Institution and if to Financial Institution, at the following address:

Texas Brand Bank

1919 S. Shiloh Road, Suite 100, LB30

Garland, Texas 75042

Attn: Digital Banking

24. Data Retention. Company shall retain data on file adequate to maintain compliance with applicable NACHA Rules and to permit remaking of Entries for five (5) days following the date of their transmittal by Financial Institution as provided herein, and shall provide such Entry Data to Financial Institution upon its request.

25. Tapes and Records. All magnetic tapes, recordings, Entries, security procedures and related records used by Financial Institution for transactions contemplated by this Agreement shall be and remain Financial Institution's property. Financial Institution may, at its sole discretion, make available such information upon Company's request. Company shall pay any expenses incurred by Financial Institution in making such information available to Company.

26. Evidence of Authorization. Company shall obtain all consents and authorizations required under the Rules and shall retain such consents and authorizations for two (2) years after they expire.

27. Cooperation in Loss Recovery Efforts. In the event of any damages for which Financial Institution or Company may be liable to each other or to a third party pursuant to the services provided under this Agreement, Financial Institution and Company will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party.

Company also agrees to cooperate with Financial Institution in establishing secure alternate back-up methods for delivering Entries to Financial Institution in the event Internet banking services are temporarily unavailable.

28. Termination. Company may terminate this Agreement at any time. Such termination shall be effective on the Business Day following the Financial Institution's receipt of written notice of such termination or such later date as is specified in that notice. Any transactions in process of settlement will not be affected by Company's Termination notice and Institution will not be liable for the continued processing of any such transactions. Institution and Company agree to cooperate in the identification of any approved future dated transactions that should be canceled.

Financial Institution reserves the right to terminate this Agreement at any time, for any reason including a breach of this Agreement, the NACHA Rules, or any other agreement with this Financial Institution by providing immediately written or electronic (email) notice of such termination to Company. Any termination of this Agreement shall not affect any of Financial Institution's rights and Company's obligations with respect to Entries initiated by Company prior to such termination, or the payment obligations of Company with respect to services performed by Financial Institution prior to termination, or any other obligations that survive termination of this Agreement.

29. Entire Agreement. This Agreement (including the **Schedules** attached hereto) together with the Account Agreement, is the complete and exclusive statement of the agreement between Financial Institution and Company with respect to the subject matter hereof and supersedes any prior agreement(s) between Financial Institution and Company with respect to such subject matter. In the event of any inconsistency between the terms of this Agreement and the Account Agreement, the terms of this Agreement shall govern.

In the event performance of the services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which Financial Institution is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Financial Institution shall incur no liability to Company as a result of such violation or amendment. No course of dealing between Financial Institution and Company will constitute a modification of this Agreement, the Rules, or the security procedures or constitute an agreement between the Financial Institution and Company regardless of whatever practices and procedures Financial Institution and Company may use.

30. Non-Assignment. Company may not assign this Agreement or any or any of the rights or duties hereunder to any person without Financial Institution's prior written consent.

31. Waiver. Financial Institution may waive enforcement of any provision of this Agreement. Any such waiver shall not affect Financial Institution's rights with respect to any other transaction or modify the terms of this Agreement.

32. Binding Agreement; Benefit. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns. This Agreement is not for the benefit of any other person, and no other person shall have any right against Financial Institution or Company hereunder.

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

34. Severability. In the event that any provision of this Agreement shall be determined to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

35. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas. This Financial Institution may accept on Company's behalf payments to Company account(s) which have been transmitted through any Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act. Company's rights and obligations with respect to such payments shall be also be construed in accordance with and governed by the laws of the state of Texas as provided by the NACHA operating Rules, which are applicable to ACH transactions involving your account.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Company

By _____

Name _____

Title _____

Reviewed By:

Texas Brand Bank Account Officer

By _____

Name _____

Title _____

Date _____

Approved By:

Texas Brand Bank Executive Officer

By _____

Name _____

Title _____

Date _____

SCHEDULE A

ACH ORIGATION SERVICE REQUIREMENTS AND PROCESSING SCHEDULE

The Company shall originate ACH Entries through the following approved method(s) until otherwise modified in writing by either party.

Authorized Credit Entries	ACH Origination
PPD - (Prearranged Payments & Deposits); Consumer Payments—Used when sending payroll direct deposits or other ACH entries to a consumer account based on a standing or single-entry authorization from the Receiver.	<input type="checkbox"/>
CCD – (Corporate Credit or Debit Entry) ; Commercial Payments—Used for business-to-business ACH payments. Commonly used to move or consolidate funds between a company’s branches or locations.	<input type="checkbox"/>
CTX (Corporate Trade Exchange); Commercial Payments—Used for business-to-business ACH payments. Commonly used to transmit remittance for single/multiple invoices.	<input type="checkbox"/>
EFTPS – (Electronic Federal Tax Payments See Schedule A -2)	<input type="checkbox"/>

LIMITS: These are the limits set for the Company. Sub-user limits may not exceed Company limits.

ACH LIMITS	ACCOUNT #	ACCOUNT #	ACCOUNT #	ACCOUNT #
ACH Credit Transaction Limit				
ACH Daily Credit Limit				
ACH Weekly Credit Limit				
ACH Monthly Credit Limit				
ACH Batch Credit Limit				

DELIVERY DATE: This is the date that the Company must schedule and approve ACH batches online through the Internet banking service. The Delivery Date must be a Business Day as defined in this Agreement.

ACH batch Entries created through the Internet banking service must be approved by Company before the Financial Institution’s cut-off time on the appropriate Business Day. Entries will not begin processing until they have been “approved”.

Entries must be submitted by the Financial Institution’s cut-off time in order to provide sufficient time for Financial Institution to transmit ACH Entries to its ACH Operator before the ACH Operator’s cut-off time.

End of Day Cut-Off Time: 3:00 p.m. – Time Zone: CST

CANCELLATION, AMENDMENTS, REVERSALS:

If the Company discovers that any entry it has initiated was made in error, it must notify Financial Institution of the error within 24 hours. In such case, Texas Brand Bank will utilize reasonable efforts to initiate an adjusting entry or stop processing of any "on-us" Entry. Any fees associated will be passed through to the Company. Should Financial Institution be unable to stop the Entry from posting, or if it is too late to withdraw the item from the ACH Operator, the Company may initiate a reversal file to correct the Entry, as provided for and abiding by the NACHA Rules.

Should a reversal be created for an individual Entry or Entries, as opposed to a complete file or batch reversal, the Receiver(s) of the Entries must be notified of the reversal no later than the settlement date of the reversing Entry.

Should a reversal be necessary for a complete file or batch reversal, the Company must advise the ODFI within five (5) business days of settlement.

Authorized Users with the ability to approve ACH batches have the ability to submit Reversal batch requests to this Institution.

Company and its Authorized Users shall be responsible for any transaction created in accordance with this **Schedule A**, modified or authorized by anyone using valid online banking credentials and initiated in accordance to the security procedures detailed in **Schedule C**.

Texas Brand Bank Executive Approval

Company Approval

By: _____

By: _____

Date: _____

Date: _____

SCHEDULE A-2

EFTPS – (ELECTRONIC FEDERAL TAX PAYMENTS SYSTEM)

Company has asked that it be allowed to initiate EFTPS entries through the ACH Network. It is agreed as follows:

The EFTPS functionality within our Internet banking service will allow you to transfer funds from your account (s) with this Institution to pay your federal payroll taxes to the IRS. Before accessing the EFTPS service you must complete, sign, and deliver to this Financial Institution one or more Federal Tax Payment Service Authorizations and such other documents and instruments as we may request. We will inform you when EFTPS is operational for Company.

EFTPS tax payments are made to your account(s) via an ACH credit in the amount of any tax payment from your designated account with this Institution. All electronic tax payments made through the Internet banking program will be made in accordance with the terms of this Agreement, the NACHA Rules, and the Security Procedures in **Schedule C**. You understand that we may reject your credit entries for any reason permitted in the Rules or this Agreement.

LIMITS: These are the limits set for the Company. Sub-user limits may not exceed Company limits.

EFTPS LIMITS	ACCOUNT #	ACCOUNT #	ACCOUNT #	ACCOUNT #
ACH EFTPS Credit Transaction Limit				

DELIVERY DATE: This is the date that the Company must schedule and approve or import NACHA formatted files (as applicable) through the Internet banking service. In emergency situations, NACHA formatted files should otherwise be delivered to the Financial Institution within these time-frames.

Entries created through the Digital Banking service must be approved by Company before the Financial Institution's cut-off time on the appropriate Business Day. Entries will not begin processing until they have been "approved".

Entries must be submitted by the Financial Institution's cut-off time in order to provide sufficient time for Financial Institution to transmit ACH entries to its ACH Operator before the ACH Operator's cut-off time.

End of Day Cut-Off Time: 3:00 p.m. –Time Zone: CST

Company and its Authorized Users shall be responsible for any transaction created in accordance with this **Schedule A**, modified or authorized by anyone using valid online banking credentials and initiated in accordance to the security procedures detailed in **Schedule C**.

Texas Brand Bank Executive Approval

Company Approval

By: _____ Date: _____

By: _____ Date: _____

Holidays Calendar

The Financial Institution will be closed on the following standard holidays observed by the Federal Reserve Bank. The Financial Institution will not accept files for processing on the following days, as well as all Saturdays and Sundays. Likewise, entries should not be effective dated for those days.

New Year's Day	January 1
Birthday of Martin Luther King, Jr.	Third Monday in January
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth Day	June 19
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

NOTE: If January 1, July 4, November 11, or December 25 fall on a Sunday, the following Monday is the standard Federal Reserve Bank holiday.

SCHEDULE B

SETTLEMENT INFORMATION

Company Name:

Address:

City, State:

Tax Payer ID:

Contact Person:

Telephone Number:

Email:

SETTLEMENT DATE: This is the date that Financial Institution will **debit or credit** the Settlement Account for the total of the ACH entries

For Credit Entries, collected funds must be available in the Settlement Account as of the scheduled Settlement Date. Failure to have sufficient funds in the Settlement Account at the required date may result in the declined authorization of the origination of the entire batch and no CREDIT entries may be initiated.)

For Debit Entries, an offsetting credit will be processed to the Company's settlement account on the effective date of debit transactions.

Company Approval

By: _____

Date: _____

SCHEDULE C

SECURITY PROCEDURES

Company is responsible for establishing and maintaining commercially reasonable security procedures and safeguarding its computer systems against unauthorized transactions and ACH Entries. Company will be solely responsible for the maintenance and protection of its Computer systems against unauthorized access. Company will be solely responsible for any and all losses and damages arising from any unauthorized access to the Internet banking service through the use of Company computer systems, the systems of its Authorized Users or through the use of a valid Company access ID and password.

Company's computer should run a supported operating system that is patched with critical vendor updates. Company is solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to Company's operating systems, and for protecting, securing, and backing up any data and information stored in or on Company's operations systems. Company must also use the dual control features within the online ACH Origination feature to provide segregation of duties for entering and approving ACH batches.

Financial Institution will have no obligation, liability or control, either directly or indirectly over said security procedures or the failure of Company to maintain said procedures. Company acknowledges that it is not technically feasible for Financial Institution and its service providers to read Company passcodes in the Internet banking service. Given the inability of Financial Institution and its service providers to read Company passcodes, Company further acknowledges that in the event of a breach or unauthorized disclosure of Company's passcodes, Company's computer systems, its officers, directors or employees or any other third party that Company has entrusted with its passcodes, are the likely source of any disclosure of Company's passcodes.

Company represents and warrants that all Authorized Users shall only be granted privileges to access Company accounts pursuant to a Corporate Resolution or written authorization otherwise granted by an officer or owner of Company.

Sub-User Administration and Authorized Users

Company will be solely responsible for designating an authorized Sub-User Administrator and for the protection against unauthorized access to the administrative features of the Internet banking system. Furthermore, Company and its authorized Sub-User Administrator will be solely responsible for designating and administering access to its designated Authorized Sub-Users.

An Authorized User of the Company shall review on a periodic basis detailed reports on Sub-Users and their level of access. Users no longer associated with the company shall be deleted immediately and any Token Credentials are to be returned to the Financial Institution.

Financial Institution will not be responsible for verifying the authenticity of any person claiming to be an Authorized User of the Company or the authenticity of any instruction, direction or information provided by any said person.

Any instructions, directions or other information provided by the Company, or any of its Authorized Users or Sub Users will be deemed to have been authorized by the Company and Financial Institution will be indemnified and held harmless by the Company for acting upon any such direction, instruction or information.

Dual Control

The Bank's ACH Origination system requires the use of your User ID and Password, in conjunction with Out-of-Band Authentication (authenticating by providing a passcode sent to your phone or other device). Unfortunately, no single security measure is likely to be effective in preventing or mitigating all fraud risks. A layered approach to Digital Banking security is the best way to protect your company from cyber criminals seeking to gain account access. An important component of layered security is the use of Dual Control.

The Bank strongly recommends all ACH files be submitted under Dual Control. Dual Control requires two different people to complete the ACH origination process—the first person initiates the transaction(s) and the

second person, the approver, confirms the validity of all transactions before the information is sent to the Bank for processing. No one person should be responsible for creating, sending, and confirming an ACH file transmitted to Texas Brand Bank. Segregation of duties, particularly requiring that entering and approving of ACH batches be performed by two different persons, reduces the risk of loss due to theft by employees or by a hacker who gained access to your computer system and also ensures that errors or irregularities in ACH transactions are detected in a timely manner during the normal course of business.

Protection of Access Devices, Passwords, Authentication Controls:

Company warrants that no individual or Authorized User will be allowed to initiate transfers in the absence of proper supervision and safeguards; which may include but not be limited to dual controls and segregation of duties. Company agrees to take reasonable steps to maintain the confidentiality of the security procedures, passcodes, security authentication devices, and related instructions provided by the Financial Institution.

If the Company believes or suspects that any such information has been accessed by an unauthorized individual, the Company shall verbally notify the Financial Institution immediately, followed by written confirmation. The occurrence of such notification will not affect any transfers made in good faith by the Financial Institution prior to the notification and within a reasonable time period to prevent unauthorized transfers.

Company agrees to return all access devices (tokens) upon terminating this agreement. The company also agrees to return all access devices (tokens) for sub-users and authorized agents that have had their access deleted from the system while this agreement is in effect.

Authorization of Transactions

Company agrees to be bound by any Credit or Debit Entry (i) authorized or transmitted by Company or an Authorized User through the Internet banking service (ii) made in Company's name, with a valid Company Access ID and passcode and accepted by this Financial Institution in good faith in compliance with the Security procedures in this Schedule, even if not properly authorized by you.

If Financial Institution takes any actions beyond those described in these Security procedures, in an attempt to detect unauthorized credit entries or to detect errors in the transmission or content of Company's credit Entries, Company agrees that no matter how many times Financial Institution takes these actions they will not become part of the Security procedures and Financial Institution will not be liable in any situation for failing to take or correctly perform these actions.

Company agrees that the security procedures set forth in Section A, as well as the security features within the Internet banking service, constitute commercially reasonable security measures.

If the Company uses any method other than the Security Procedure set forth above to communicate, deliver, or transmit an Entry to the Financial Institution, by doing so the Company rejects the Security Procedure set forth in these procedures, chooses an alternative security procedure, agrees that such alternative security procedure may not be found to be commercially reasonable, and agrees to be bound by any Entry, whether or not authorized, that was issued in the Company's name and accepted by the Financial Institution using the alternative security procedure selected by the Company.

Limit Class

Company may only originate Entries subject to the Limits as defined in **Schedule A**.

Procedures: Files submitted electronically

Once approved by Financial Institution for ACH Origination services, the Company's Authorized User(s) create Entries through the Financial Institution's Internet banking service by utilizing prearranged logon and authentication procedures.

Only approved Entries are transmitted to the Financial Institution for processing on the scheduled effective date.

Other Security Procedures:

In the event an ACH batch fails to process, the Financial Institution will make commercially reasonable efforts to contact the Company as soon as reasonably possible. The Company may designate an emergency contact for such circumstances.

Company Emergency Contact	
Name	
Phone Number(s)	
Fax	
Email Address	

Institution will attempt to contact Company through the following methods:

1. Secure Messaging through the Internet Banking service
2. Phone call (after 30 minutes of no response)

The Company agrees to comply with written and online procedures provided by the Financial Institution for the creation, maintenance, and initiation of ACH transfers.

Company Approval

By: _____ Date: _____

SCHEDULE D

SAMPLE CONSUMER AUTHORIZATION FORMS

AUTHORIZATION AGREEMENT FOR DIRECT DEPOSITS (ACH CREDITS)

CONSUMER NAME _____

I (we) hereby authorize _____, hereinafter called COMPANY, to initiate credit entries and to initiate, if necessary, debit entries and adjustments for any credit entries in error to my (our) ___ Checking ___ Savings account (select one) indicated below and the depository named below, hereinafter called DEPOSITORY, to credit and/or debit the same to such account.

DEPOSITORY

NAME _____

BRANCH _____

CITY _____ STATE _____ ZIP _____

TRANSIT/ABA NO. _____

ACCOUNT NO. _____

This authority is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

NAME(S) _____

(PLEASE PRINT)

DATE _____

SIGNED _____

SIGNED _____

Schedule E

Schedule of ACH Origination Charges

Description	Charge Type	Fee
Monthly Maint Fee	Monthly	\$20.00
Initial Set-Up Fee	One-Time	\$100.00
Per Batch/File Fee	Per Occurrence	\$2.50
Per Entry Fee (Includes Pre-Notes)	Per Occurrence	\$0.00
ACH Credit or Debit	Monthly	\$0.20 per item
Corrections/Reversals- Per Item	Per Occurrence	At Cost
Return Item Fee	Per Occurrence	\$5.00
EFTPS Base Fee	Quarterly	
Stop Payment Request	Per Occurrence	\$30.00
NACHA Rules Book*	As Needed	At Cost
Other Fees (e.g.)		
Guide to Corporate ACH Origination	Internet Link Provided at Set-Up	
ACH Marketing Handbook	Customer to Order	

This fee schedule is confidential and not to be disclosed to other parties. The fees for this service will be charged on a monthly basis on a date determined by the Financial Institution. Fees are subject to change.

Method of payment:

_____ Charge Account # _____

_____ Add to Account Analysis on Account # _____

Customer

By: _____

Date: _____

*NACHA Rule Book and Guide to Corporate ACH Origination can also be purchased online at www.NACHA.org

SCHEDULE F

Primary User:

Name:	
Access ID:	
Device IP Address:	
Title/Position:	
Telephone Number(s):	
Fax Number(s):	
Email Address:	

Company Approval

By: _____

Date: _____

The Financial Institution shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an Authorized User of the Company, and any such communication shall be deemed to have been signed by such person.