

# FIRST FINANCIAL BANK

MEMBER FDIC

September 14, 2018

Daniel Harper, Vice Chancellor for Finance  
The Texas State University System  
601 Colorado Street  
Austin, Texas 78701

RE: Proposal for Regional Banking Services RFP No: 758-18-00058

Dear Mr. Harper:

First Financial Bank respectfully submits the enclosed proposal for the following Components of The Texas State University System:

Lamar University, Beaumont  
Lamar Institute of Technology, Beaumont  
Lamar State College-Orange, Orange  
Lamar State College-Port Arthur, Port Arthur

First Financial is a full service, nationally chartered bank with a rich history of providing financial services to businesses and public entities of all sizes. We operate in twelve regions across Texas each with its own board of directors, making decisions based on the needs of the communities in which we live and serve.

We are currently serving over 200 public entities with depository services. We strive to build life-long relationships by providing first class, local service with personal attention. First Financial Bank's proposal will remain in effect for 180 days after submission.

First Financial will prepare a monthly account analysis statement to document transaction volumes and services provided to each Component. A premium earnings credit rate will be applied to the balances reducing or eliminating expense and optimizing interest earning potential.

First Financial offers the following incentives for the Authority:

**Comprehensive Treasury Management Products**  
**Premium Earnings Credit Rate**  
**Premium Interest Rate**

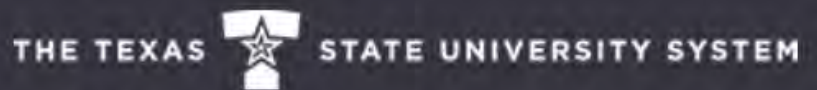
As a President and CEO, I am authorized to commit First Financial Bank to provide the services stated in this proposal. If you need further information or clarification on any item, please feel free to call or send an email. My direct phone number is 409-221-6160 and my email address is [slee@ffin.com](mailto:slee@ffin.com).

Warmest Regards,



Stephen Lee  
President and CEO  
First Financial Bank, N.A.  
Southeast Texas Region

812 16th Street • Post Office Box 730 • Orange, Texas 77631-0730 • Phone: 409/ 883-3563 • Fax No.: 409/ 883-7164  
960 N. Main Street • Vidor, Texas 77662 • Phone: 409/ 783-2426 • Fax No.: 409/ 769-5952  
Hwy. 12 and Johnson • P.O. Box 400 • Mauriceville, Texas 77626 • Phone 409/ 745-3755  
Rusk and Magnolia • P.O. Box 436 • Newton, Texas 75966 • Phone: 409/ 224-7506  
3260 Central Mall Drive • Port Arthur, Texas 77642-8037 • Phone: 409/ 736-5951 • Fax No.: 409/ 722-1789  
3515 Dowlen Rd • Beaumont, Texas 77706 • 409/ 600-6456  
[www.ffin.com](http://www.ffin.com) • 1-800-588-4925



**Proposal for  
Regional Banking Services**

**RFP No: 758-18-00058  
September 14, 2018**

**FIRST FINANCIAL BANK**  
Member FDIC

**SECTION IX - EXECUTION OF OFFER**

- 9.1 In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any and all commodities or services at the prices quoted.
- 9.2 By signature hereon, the offeror hereby certifies that he/she is not currently delinquent in payment of any franchise taxes owed the State of Texas under Chapter 11, Tax Code.
- 9.3 By executing this offer, offeror affirms that he/she has not given, offered, or intends to give at any time hereafter, any economic opportunity, future employment, gift loan, gratuity, special discount, trip, favor, or service to public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the offeror shall be removed from all proposals lists.
- 9.4 By the signature hereon affixed, the offeror hereby certifies that neither the offeror or the firm, corporation, partnership, or institution represented by the offeror or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal anti-trust laws, nor communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. By signing this offer, offeror certifies that if a Texas address is shown as the address of the offeror, offeror qualified as a Texas Resident Proposer as defined in Rule 1 TAC 113.8.

**This offer consists of RFP# 758-18-00058**

**Federal Employer Identification Number (FEIN):** 75-0264200

**Proposer/Company:** First Financial Bank, N.A.

**Signature (ink):** \_\_\_\_\_ **Date:** September 14, 2018

**Name (typed/printed):** Stephen Lee

**Title:** President and CEO

**Address:** 812 N. 16<sup>th</sup> Street, Orange, Texas 77630

Street or PO Box

City State Zip Code

**Telephone Number:** 409-221-6160

**E-mail:** slee@ffin.com

**COST OF PROPOSAL:** Cost to be submitted on the attachments and/or as called for within the RFP document. **Proposer shall include in their response to this Request for Proposal any and all cost, fees, charges, etc. associated with their Proposal.**

Proposer shall complete, sign, and submit the **Execution of Offer** with their response. The **Execution of Offer** must be signed by a representative of Proposer duly authorized to bind the Proposer to its proposal. **Failure to sign the Execution of Offer will result in the rejection of proposal.**



ACCOUNT OFFICER:  
 PHONE:  
 REGION/BRANCH:  
 SAMPLE MONTH: July-18  
 DATE PREPARED:  
 DAYS IN STATEMENT CYCLE: 31

**PROFORMA SUMMARY:**

**Proforma Prepared For**

COMPANY: Lamar State College, Orange  
 ADDRESS:  
 CITY,STATE, ZIP CODE:

This is an example of bank service charges based on Lamar State College, Orange's July Account Analysis statement. Each Component will be grouped separately. We are proposing interest bearing checking accounts earning an interest at a flat rate of .85% and an Earnings Credit Rate equal to 110% of the 4 Wk Average 91 Day T-Bill rate during the month of service. In this example, bank service charges were compensated with earning credit.

*ACCOUNT ANALYSIS BALANCE, EARNINGS, & SETTLEMENT SUMMARY*

AVERAGE DAILY LEDGER BALANCE		\$	881,960.57
LESS AVERAGE DAILY FLOAT			1,352.50
AVERAGE DAILY COLLECTED BALANCE			880,608.07
LESS REQUIRED RESERVES	10.000%		88,060.81
AVERAGE NET INVESTABLE BALANCE			792,547.26
	Proposed ECR - 110% of 4-wk Avg 91 Day T-Bill during service month		
EARNINGS ALLOWANCE	\$ 792,547.26	AT	2.1351%
TOTAL SERVICES			1,280.71
EXCESS/(DEFICIT) EARNINGS ALLOWANCE			156.47
ANALYSIS SERVICE CHARGE		\$	-

*ANALYZED SERVICES SUMMARY*

BANK SERVICES PROVIDED	ACTIVITY	UNIT PRICE	ACTIVITY CHARGE	REQUIRED COLLECTED BALANCES
<b>Account/Transaction Services</b>				
Account Maintenance	5	20.00	per acct 100.00	61,273.18
Regulatory Balance Charge	1	24.85	balances 24.85	15,226.39
Interest Paid	1	636.68	per acct/month 636.68	390,114.10
Debit Paid	132	0.15	per item 19.80	12,132.09
Credit Posted	106	0.50	per item 53.00	32,474.79
<b>Items Deposited:</b>				
On Us	8	0.12	per item 0.96	588.22
Foreign Item	36	0.15	per item 5.40	3,308.75
Collection Item	0	15.00	per item 0.00	0.00
Envelope Deposit - per envelope	0	1.00	per envelope 0.00	0.00
Book Transfer - manual (account transfe	0	2.00	per item 0.00	0.00
Book Transfer - online (account transfer,	0	0.00	per item 0.00	0.00
Item Processing Reject	0	3.00	per item 0.00	0.00
Stop Payment	0	30.00	per item 0.00	0.00
<b>Statements:</b>				
Duplicate	0	2.50	per acct 0.00	0.00
Special Cut-Off	0	5.00	per acct 0.00	0.00
Copy Request	0	7.00	per item 0.00	0.00
NSF Item (Overdraft/Insufficient Funds)	0	30.00	per item 0.00	0.00
<b>Returned Check Items:</b>				
Returned	1	3.00	per item 3.00	1,838.20
Re-deposit of Returned Item	0	3.00	per item 0.00	0.00
<b>Research:</b>				
Per Hour	0	25.00	per hour 0.00	0.00
Item Copy	0	3.00	per item 0.00	0.00
<b>Coin &amp; Currency:</b>				
Rolled Coin - per roll	0	0.10	per roll 0.00	0.00
Strapped Currency - per strap	0	0.40	per strap 0.00	0.00
Cash Deposited - per \$1,000	0	1.50	per deposit 0.00	0.00

Change Order - per \$100	0	0.25	per order	0.00	0.00
Money Order	0	5.00	per item	0.00	0.00
Cashiers Checks	0	5.00	per item	0.00	0.00
Vault Supplies	0	0.00	variable	0.00	0.00
<b><u>Drafts:</u></b>					
Outgoing Draft	0	15.00	per draft	0.00	0.00
Other Draft Service	0	0.00	variable	0.00	0.00
<b><u>Information Reporting Services</u></b>					
Business Online Banking	0	0.00	per set-up	0.00	0.00
Business Online Banking - Treasury Mod	0	50.00	per set-up	0.00	0.00
Mobile Banking	0	0.00	included	0.00	0.00
Balance Inquiry - manual	0	3.00	per request	0.00	0.00
EDI Reporting - Incoming	0	10.00	per acct	0.00	0.00
CD ROM Image Archive	0	10.00	per month	0.00	0.00
Enhanded Online Banking (SSO)	0	25.00	per month	0.00	0.00
<b><u>ACH Origination</u></b>					
ACH Origination (Monthly Maint.) - sta	1	35.00	per GL set-up	35.00	21,445.61
ACH Origination File - standard	18	10.00	per item	180.00	110,291.73
ACH Origination Item - standard	335	0.10	per file	33.50	20,526.52
ACH Origination - low volume (\$15 mini	0	1.00	per item	0.00	0.00
ACH Origination - returned item	0	3.00	per item	0.00	0.00
ACH Return Item as Not Authorized	0	5.00	per item	0.00	0.00
ACH Origination File Reversal/Deletion	0	25.00	per file	0.00	0.00
ACH Origination Suspended File Manual	0	25.00	per file	0.00	0.00
Filter Exception Item	0	0.25	per item	0.00	0.00
<b><u>Remote Deposit Service</u></b>					
Remote Deposit - standard (Monthly Ma	1	35.00	per scanner	35.00	21,445.61
Remote Deposit Item - standard	44	0.08	per item	3.52	2,156.82
Remote Deposit - low volume (\$20 mini	0	0.28	per item	0.00	0.00
<b><u>Account Reconciliation &amp; Fraud Protection</u></b>					
Account Reconciliation Service	0	10.00	per acct	0.00	0.00
Account Reconciliation Item	0	0.05	per item	0.00	0.00
ACH Debit Block/Filter	0	10.00	per acct	0.00	0.00
<b><u>Positive Pay Service:</u></b>					
Positive Pay (Monthly Maint.)	0	10.00	per acct	0.00	0.00
Positive Pay Exception Item	0	2.00	per item	0.00	0.00
<b><u>Miscellaneuos Services</u></b>					
Cash Management Service	0	0.00	variable	0.00	0.00
Other	0	0.00	variable	0.00	0.00
Safekeeping	0	0.00	variable	0.00	0.00
<b><u>Lockbox Service</u></b>					
Monthly Maintenance	0	150.00	per box	0.00	0.00
Item Deposited	0	0.60	per item	0.00	0.00
Keystroke	0	0.01	per key	0.00	0.00
On-line Report Delivery	0	125.00	per box	0.00	0.00
(Paper) Report Delivery	0	0.00	variable	0.00	0.00
Other Service	0	0.00	variable	0.00	0.00
<b><u>Imaging:</u></b>					
Check	0	0.05	per item	0.00	0.00
Document	0	0.05	per item	0.00	0.00
CD Rom	0	10.00	per box	0.00	0.00
<b><u>Sweep Services</u></b>					
Repurchase Sweep - per account	0	25.00	per acct	0.00	0.00
Loan Sweep - per account	0	75.00	per acct	0.00	0.00
ZBA Sweep - per account	0	25.00	per acct	0.00	0.00
<b><u>Wire Transfer</u></b>					
Incoming	0	15.00	per item	0.00	0.00
Outgoing - Online	10	15.00	per item	150.00	91,909.77

Outgoing - Manual	0	25.00	per item	0.00	0.00
International - Outgoing	0	40.00	per item	0.00	0.00
<b><u>Wire Transfer Special Services:</u></b>					
NSF Wire Handling	0	30.00	per item	0.00	0.00
Reverse/Drawdown Wire Handling	0	10.00	per item	0.00	0.00
Wire Modification	0	10.00	per item	0.00	0.00
Wire Recall	0	10.00	per item	0.00	0.00

TOTAL SERVICES AND REQUIRED BALANCES: 1,280.71 784,731.78

***Additional Service can be added at the negotiated price at the time of service.***

**Notes:**

Earnings Credit is calculated using the following formula: The monthly Average Balance is reduced by float, resulting in the Average Ledger Balance, subtracted by 10% for reserves. The result is multiplied by the proposed ECR of 110% of the 4-week average 91 Day T-Bill rate for the month of service (2.1351% for July 2018), divided by 365, and multiplied by the number of

Payroll Cards are issued at \$5.00 per card. All other fees related to Payroll Cards are the cardholders responsibility.

**Interest Paid is a service charge item for Account Analysis. First Financial is proposing a flat interest rate of .85% for ALL funds. For this example, we estimated interest paid by multiplying the average ledger balance by .85%, divided by 365 and multiplied by 31.**

**First Financial Bank, N.A.**  
**Business Analysis Service Charge Schedule**  
**Effective April 2018**

<b>Transaction Services</b>		<b>ACH Origination Services</b>	
Account Maintenance	\$20.00	ACH Origination - standard	\$35.00
Debit Paid	\$0.15	ACH Origination File - standard	\$10.00
Credit Posted	\$0.50	ACH Origination Item - standard	\$0.10
On-Us Item Deposited	\$0.12	ACH Origination - low volume	\$1/item (\$15 min)
Foreign Item Deposited	\$0.15	ACH File Reversal/Deletion	\$25.00
Stop Payment	\$35.00	ACH Origination - returned item	\$3.00
Duplicate Statement	\$10.00	ACH Return Item as Not Authorized	\$5.00
Special Cutoff Statement	\$5.00	ACH Suspended File Manual Handling	\$25.00
Balance Inquiry - Manual	\$3.00		
NSF Item	\$35.00	<b>Payroll Card Services</b>	
Redeposit of Returned Item	\$3.00	Payroll Card Issued	\$5.00
Returned Item	\$10.00		
Outgoing Draft	\$15.00	<b>Remote Deposit Services</b>	
Sweep Transfer	\$5.00	Remote Deposit - standard	\$35.00
Collection Item	\$15.00	Remote Deposit Item - Standard	\$0.08
Cashiers Check	\$5.00	Remote Deposit - low volume	.28/item (\$20 min)
Rolled Coin - per roll	\$0.10	Remote Deposit Item-Archive	\$0.08
Strapped Currency - per strap	\$0.40	<b>Account Recon &amp; Fraud Protection Services</b>	
Money Order	\$5.00	Account Reconciliation Service	\$10.00
Incoming Wire Transfer	\$15.00	Account Reconciliation Item	\$0.05
Outgoing Wire Transfer- Online	\$15.00	Positive Pay	\$10.00
Outgoing Wire Transfer – Manual	\$25.00	Positive Pay Exception Item	\$2.00
Item Processing Reject	\$3.00	ACH Block/Filter	\$10.00
Outgoing International Wire Transfer	\$40.00		
Change Order - per \$100	\$0.25	<b>Lockbox Services</b>	
Envelope Deposit - per envelope	\$1.00	Lockbox Service	\$150.00
Vault Supplies	variable	Lockbox Item	\$0.60
		Lockbox Keystroke	\$0.01
<b>Information Reporting Services</b>		Lockbox Online Report Delivery	\$125.00
Business Online Banking-Treasury Module	\$50.00	Lockbox Scanned Check	\$0.05
EDI Reporting - per account	\$10.00	Lockbox Scanned Document	\$0.05
CD ROM Image Archive	\$10.00	Lockbox Report Delivery	variable
Enhanced Business OLB	\$25.00	Lockbox CD ROM	\$10.00
<b>Wire Transfer Special Services</b>		<b>Special Services</b>	
NSF Wire Handling	\$30.00	Safekeeping Service	variable
Reverse/Drawdown Wire Handling	\$10.00	Check/Dep Ticket Printing	variable
Wire Modification	\$10.00	Research Hour (1 Hour Min)	\$25.00
Wire Recall	\$10.00	Research Item Copy	\$3.00
		Statement Copy - Manual	\$7.00
<b>Sweep/Transfer Services</b>		Money Service Business Management	\$600.00 minimum
Book Transfer - Manual	\$2.00	Letter of Credit	variable
Loan Sweep - per account	\$100.00	First Safe	variable
ZBA Sweep - per account	\$25.00		

*\*Treasury Management services will be hard-charged for non-analyzed account types.*

# **Executive Summary**



***EXECUTIVE SUMMARY***

First Financial Bank considers the opportunity to present our proposal for depository services a privilege. All of us at First Financial are committed to serving customers and embracing our Customer Service Philosophy, which is: "We build loyal, life-long relationships by providing first class service with personal attention."

When you become a customer of First Financial, you become a member of the family. We encourage open communication to build a strong working relationship. As your needs or processes change, it is our goal to come along side you and apply our technologies resulting in efficient and effective work flow for you and your staff while protecting the assets of each Texas State University Component.

Today, First Financial proudly serves the depository needs of over 200 public entities, including Lamar State College, Orange. We are presenting this proposal to **continue providing services to Lamar State College, Orange** as well as earn the privilege of serving the following Components of the Texas State University System with depository services:

**Lamar University, Beaumont**  
**Lamar Institute of Technology, Beaumont**  
**Lamar State College, Port Arthur**

***FINANCIAL INFORMATION***

First Financial Bankshares, Inc. is recognized as one of the nation's most financially secure banking institutions, with assets of \$7.65 billion. The Company operates multiple regional banks with 72 convenient banking locations, plus a Trust Company with nine convenient locations, all to serve customers in Texas markets stretching from Hereford in the Panhandle to Conroe and Orange in southeast Texas. First Financial Bank, N.A. is owned by First Financial Bankshares, a publicly traded company on the NASDAQ under the symbol FFIN.

First Financial Bank invites TSUS to navigate to the URL below to access all financial information including the annual audited financial statement of the Bank's parent company:

**<http://www1.snl.com/irweblinkx/FinancialDocs.aspx?iid=100572>**

***WHAT MAKES FIRST FINANCIAL BANKSHARES UNIQUE:***

- 129-year history of serving the financial needs of generations of families, professionals and business owners. We have stood tall during difficult economic times, including the Great Depression of the 1930s, the collapse of the Texas economy in the 1980s, and more recent economic difficulties.
- A "One Bank, Multiple Regions" concept that combines the best of "big bank" customer benefits and operating efficiencies with the local decision making and community involvement of a community bank.
- An unwavering commitment to providing exceptional customer service.
- Sound financial management and strong capitalization. In 2017, the Company's earnings increased for the 31<sup>st</sup> consecutive year.
- A commitment to growth through acquisitions, new branches and expansion of services.

First Financial Bankshares was recognized as one of the top performing banks. In fact, Bank Director Magazine has named First Financial as one of the top 10 banks in the nation in the \$5 Billion to \$50 Billion asset category in the past 10 years.

First Financial Bank is headquartered in Abilene, Texas. Our principal offices are located at:

First Financial Bank, N.A.  
400 Pine Street  
Abilene, Texas 79604

We offer full service locations with night drop capability within a few minutes of District's offices. The addresses and hours of operation are listed below:

812 N 16th Street  
Orange, Texas  
Phone Number: 800-300-8904  
Lobby hours:  
Monday - Friday 9:00AM – 5:00 PM  
Drive Thru hours:  
Monday - Friday 8:00AM – 6:00PM  
Saturday 9:00- Noon

3515 Dowlen Road  
Beaumont, Texas 77706  
Phone Number: 409-600-6456  
Lobby hours:  
Monday - Friday 9:00AM – 5:00PM  
Drive Thru hours:  
Monday - Friday 8:00AM – 6:00PM  
Saturday 9:00- Noon

8535 Central Mall Drive  
Port Arthur, Texas 77642  
Phone Number: 800-300-8904  
Lobby hours:  
Monday - Friday 9:00AM – 5:00 PM  
Drive Thru hours:  
Monday through Friday 8:00AM – 6:00PM  
Saturday 9:00- Noon

11853 Hwy 12  
Mauriceville, Texas 77626  
Phone Number: 800-300-8904  
Lobby hours:  
Monday - Thursday 9:00AM – 5:00 PM  
Friday 9:00AM – 5:30PM  
Drive Thru hours:  
Monday - Friday 8:00AM – 6:00PM  
Saturday 9:00- Noon

418 Rusk  
Newton, Texas 75966  
Phone Number: 800-300-8904  
Lobby hours:  
Monday - Thursday 9:00AM – 5:00PM  
Friday 9:00AM – 5:30PM  
Drive Thru hours:  
Monday - Thursday 8:00AM - 5:00 PM  
Friday 8:00AM– 5:30PM

960 North Main  
Vidor, Texas 77662  
Phone Number: 800-300-8904  
Lobby hours:  
Monday - Friday 9:00AM – 5:00 PM  
Drive Thru hours:  
Monday - Friday 8:00AM – 6:00PM  
Saturday 9:00- Noon

The ATMs at these locations are capable of accepting deposits.

***CUSTOMER SERVICE***

At First Financial, we understand the importance of excellent customer service. Over 10 years ago, First Financial undertook an initiative we call Customer Service First. Our perspective is to view our services and solutions “from the lens of the customer.” Providing prompt and courteous service as well as assessing new technologies to broaden and enhance our offerings is part of the Customer Service First philosophy. In addition, we developed and implemented the following:

- Developed the following Motto: We build loyal, life-long relationship by providing first class service with personal attention.
- Along with this motto, we developed four Service Standards that guide every interaction we have with our customers:
  - Accuracy – We do our best to do the job right.
  - Availability – We are accessible to our customers and always ensure that their experience with us is efficient and timely.
  - Relationship – We care about the long-term success of each of our customers and strive to build trust based relationships.
  - Advice – Our customers learn from us and we are better because of the relationship.

- Required training for all employees to ensure consistent execution of these standards.
- Routinely invite authors and speakers to remind us of the importance of our initiative and to continue sharpening our skills.

We will support your ongoing operational and technical needs with a four-tiered approach.

- Full service locations with drive up and night depository capability.
- Contact information for local representatives.
- Our Treasury Management Services operations team is prepared to respond to your needs.
- Our Phone Center is open 6 days a week with extended hours.

Manned by a highly skilled team of professionals, our Phone Center has extended hours to assist customers with most questions regarding their account. Phone Center hours are Monday through Friday from 8:00 AM to 7:00 PM and on Saturday between the hours of 9:00 AM to 5:00 PM. Assistance with our Treasury Management services is provided by our support team during normal business hours by calling toll free to 877-627-7201.

### ***LOCAL CONTACTS:***

First Financial Bank has named Joe Love, Executive Vice President, as the Relationship Officer for the District. Joe is well known within the financial community and will serve as the primary contact for the District. Joe's direct phone number is 409-221-6104 and his email address is [jlove@ffin.com](mailto:jlove@ffin.com).

### ***RECEIVING AND SENDING PAYMENTS***

First Financial goes beyond traditional banking for solutions to receive and send payments. TSUS Components already recognize the benefit of ACH Origination to delivery funds timely and securely. Designated staff with access to our web hosted solution can send funds, such as Direct Deposit Payroll. ACH Origination can be used for vendor payments as well as to distribute and collect funds electronically. It is a cost effective, reliable, and secure means of moving money.

First Financial recently introduced a new credit card solution through Elan Financial Services. As a non-profit entity, the TSUS Components would qualify for the CommUNITY card. The Components can participate in a non-rewards card or a rewards program with a \$99 annual fee. The rewards program provides a cash back or statement credit feature, which can benefit the Components provided the card spend is in the \$40,000/year level. Some entities are using cards for payables as well as travel and office supplies to benefit from the reward program. An application is provided in the bid packet.

### ***PROTECTING FUNDS***

We understand the importance of protecting funds. To detect check fraud, Positive Pay provides an easy tool to upload information about issued checks. The information is matched against every check presented for payment, whether through cash letters or presented at the teller line. When a check is presented for payment, we match the check number, amount, and payee name, if desired, to the check information provided by the TSUS Components. A mis-match is considered an exception. Exceptions must be reviewed and marked to Pay or Return by those authorized. An email notification is delivered when there are Exceptions. Those authorized will log in to the Positive Pay system by 2:00PM to decision the Exceptions. If a decision has not been elected by 2:00PM, the Bank will stand in and either Pay or Return the Exception(s) based on the direction documented in the agreement.

ACH Block and Filter services are also managed through the Positive Pay system. The TSUS Components can choose to block all ACH activity by Standard Entry Class Code (SEC), such as internet initiated payments under the WEB SEC code, or allow specific ACH entries by adding Company IDs (required with all ACH entries) to a white list. As with check Exceptions, blocked ACH entries or entries other than those in the white list will be exceptions and presented for a pay or return decision.

Positive Pay adds a layer of security by monitoring check and ACH activity. A Positive Pay User Guide, including screen shots, is provided.

### ***INFORMATION REPORTING AND RECONCILIATION***

First Financial's robust online banking system provides those authorized 24-hour access to at least 60 days of transaction history and at least 18 months of statements. Fund transfers are completed in a few clicks, including wire transfers. Our mobile banking solution provides convenient and immediate access to balance information as well as funds transfers including the ability to approve wires. An automated voice response system provides information by phone. An Online Banking Guide and Wire Transfer Guide is provided. An Online Banking Authorization Form, used to add new users or modify existing users, is provided with the Service Agreements.

Reconciliation may be simplified with the ability to import transaction history in a variety of formats. Transaction history can be filtered and downloaded in formats compatible with Excel and QuickBooks using our Online Banking System. Our Positive Pay system offers paid item, issued item, and outstanding item reports that are easily downloaded into Excel. The system is also capable of exporting in BAI2 format, a common format accepted by many accounting systems for reconciliation.

In addition to immediate access to account activity, First Financial can provide images of statements, paid items, and deposits on a CD for archival and easy retrieval. It's an excellent research tool and resource for auditors.

For originators including Electronic Data Interchange (EDI) detail with ACH payments, First Financial can provide upon request the payment detail securely in a paper or electronic form on the day funds are received.

### ***CREDIT CARDS***

First Financial recently introduced a new credit card solution through Elan Financial Services. As a non-profit entity, TSUS Components would qualify for the CommUNITY card. Components can participate in a non-rewards card or a rewards program with a \$99 annual fee. Some entities are using cards for payables as well as travel and office supplies to benefit from the reward program. An application is included with our proposal. The CommUNITY card is a "pay-by-the-month" card.

In addition to the CommUNITY card, First Financial offers a full range of credit card options for Businesses. The primary difference between the two programs are the credit limits and who holds liability. The CommUNITY card program has much higher credit limits based on the entity's financials. The specific documents required are provided on the application form found in the back cover of the binder. The Business Card programs typically have a credit line of \$25,000 or less with liability shared with the entity and its principals, called joint and several liability. Business Credit Card balances can be carried over from month to month. Interest rates will vary.

### ***FUNDS AVAILABILITY***

**First Financial Bank provides same day credit, next day availability.** In some unusual cases, we may delay the ability to withdraw funds beyond the next business day. Then, the funds will generally be available according to the guidelines of Federal Regulation CC. Incoming funds from Wire Transfers, ACH, U.S. Treasury checks and cash are immediately available.

### ***DAILY CUT-OFF TIME FOR SAME DAY LEDGER CREDIT***

First Financial accepts deposits at any branch or motorbank location during hours of operation as same day credit. The hours of operation and addresses of our Southeast Texas locations are provided above. Our ATMs at these locations have the ability to accept deposits. Deposits made at an ATM by 8:00 PM on any banking day will be considered that day's deposit. Check deposits delivered electronically through Remote Deposit by 7:00 PM on any banking day will be dated for same day credit.

Fund transfers initiated through Online Banking until 11:59:59 PM on any banking day will be considered that day's business.

**OVERDRAFTS**

First Financial will contact the TSUS Component in the event an account is overdrawn with the have the opportunity to transfer funds from another account or make a deposit.

**COLLATERIZATON**

First Financial will collateralize funds in excess of FDIC insurance with Bank owned securities according to TSUS' requirements with a margin of at least 102%. First Financial will monitor balances daily and add securities as needed to collateralize funds. First Financial will deliver a detailed monthly report itemizing the securities held on behalf of each TSUS Component. As new securities are added a Pledge Notice will be delivered. We encourage an open line of communication enabling the Bank to adjust pledged securities when large deposits are expected.

**TREASURY MANAGEMENT SERVICES**

First Financial offers a comprehensive line of products to aid in the management and protection of funds. These services include: Online Banking, ACH Origination, Payroll Cards, Remote Deposit, Positive Pay, Merchant Services, and Lockbox Services. First Financial offers Single Sign-On from Online Banking for ACH Origination, Remote Deposit, and Positive Pay. A brief description of each product is provided in a Treasury Management Product Overview.

**SWEEP ARRANGEMENTS**

Accounts can be structured with a sweep arrangement to automatically move funds between accounts. Often the purpose of a sweep arrangement is to establish a Zero Balance Account (ZBA) for payroll. Funds automatically move between an operating account and a payroll account. Or, ZBA's are established to move funds from a non-interest bearing account to an interest bearing account.

First Financial will work closely with the Components to structure accounts in a manner that accomplishes the Components' financial goals.

**EARNINGS CREDIT AND BANK SERVICE CHARGES**

First Financial will prepare Account Analysis statements documenting all activity and services provided. We are proposing an **Earnings Credit Rate (ECR) equal to 110% of the 4-week average 91 Day T-Bill rate during the month of service** which will be applied to the average ledger balance less float and 10% required for reserves. The resulting Earnings Credit can offset all or a portion of the Bank service charges, with the exception of fees related to Merchant Services (if the Components contract for these services) which are billed separately. During the month of August the 4-week average 91 Day T-Bill rate was 2.0698%; therefore, the ECR applied against August balances is 2.27678%.

A Fee Schedule along with a proforma provides an illustration using the Lamar State College, Orange's July analysis statement of Bank service charges and interest paid applying the terms of our proposal.

**INTEREST RATE FOR INTEREST BEARING ACCOUNTS**

First Financial is proposing a premium, fixed **interest rate of .85%** for all funds. Interest is accrued and paid monthly. The Components will find Interest Paid as a service item on the Account Analysis statement. The Components can choose to maintain balances sufficient to offset all or a portion of the Bank service charges.

Using the activity documented on the July 2018 Account Analysis statement for Lamar State College, Orange, the proforma provided is an estimate of the interest earned based on the **proposed rate of .85%** and Bank service charges under the proposed terms.

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**PAYROLL CARDS AND HEALTH SAVINGS ACCOUNTS**

First Financial offers Payroll Cards branded by MasterCard. Payroll Cards are issued to employees that cannot qualify for a traditional checking account or do not want an account. The Payroll Card becomes the employees “checkless checking” account and the continued use of the card is NOT dependent upon employment at with TSUS. The Payroll Card cardholder can receive Direct Deposit from other employers, and Direct Deposits, such as income tax refunds. Payroll Cards become an excellent employee benefit as they provide secure and timely delivery of payroll and expense reimbursement funds as well as extended purchasing power for cardholders. Payroll Cards are an excellent solution to maintain 100% participation in Direct Deposit payroll reducing the exposure of bank account numbers.

For employees enrolled in high-deductible health insurance plans, First Financial offers Health Savings Accounts (HSAs) for a minimal monthly fee of \$3.00. Employees are issued debit cards to manage their medical expenses.

**INVESTMENT MANAGEMENT SERVICES**

First Financial Trust and Asset Management Company (FFTAM) offers investment management services. Our team of investment management experts develop investment plans that become a roadmap to growing assets. Within the TSUS’s investment policy, FFTAM can construct and manage a highly diversified portfolio designed to outperform the market over long periods of time. Investment Services are provided under separate agreements with First Financial Trust and Asset Management Company.

**DISASTER RECOVERY PLANS**

Service interruptions are unpredictable. So, First Financial Bank has a high-availability technology infrastructure that includes geographically disbursed, redundant data centers and a highly resilient telecommunications network to allow us to provide a high level of service. The Bank can switch between data centers with minimal interruption to the Bank’s operation. We periodically test our plan. We evaluate the business continuation plans of our critical third-party vendors to ensure that our operation and our customer’s operations are minimally impacted by unforeseen events. This was clearly demonstrated in the aftermath of Hurricane Harvey. Our main location in Orange at 812 N 16<sup>th</sup> Street was the last bank to close and the first bank to open.

Not only were we open to serve our customers with access to their funds, but our teams rendered assistance with clean-up efforts. We built a loan program to provide necessary funds for our customers to begin their rebuilding process faster than insurance funds were disbursed. No one expects disaster, but our business continuity plans and disaster recovery testing resulted in the best possible outcome under unprecedented conditions.

**CONCLUSION**

First Financial’s proposal is designed to meet the TSUS’ goals to improve operational efficiency while minimizing cost and maximizing investment capabilities. First Financial will continue providing the best in financial services with local service and support to each TSUS Component without interruption.

First Financial is also proposing a competitive **Earnings Credit Rate (ECR) equal to 110% of the 4-week average 91 Day T-Bill rate during the month of service** to offset bank services charges.

First Financial is proposing interest bearing checking accounts for all TSUS’ Components funds at a **flat rate of .85%**.

First Financial offers a full suite of Treasury Management products to help the TSUS’ Components receive payments, send payments, and protect funds complemented by a robust online banking system for reporting transactions and facilitating transfers and stop payments. Single sign-on access to ACH Origination, Remote Deposit and Positive Pay delivers convenience and efficiency to authorized staff.

First Financial has a rich 129-year history of providing quality financial services. We have a strong and solid foundation and are committed to serving our customers and communities with the financial solutions they need. We offer local support with local decisions, and we are managed by a board of directors that are your neighbors. We look forward to continue providing depository services with personal attention to these TSUS Components:

- Lamar State College, Orange
- Lamar University, Beaumont
- Lamar Institute of Technology, Beaumont
- Lamar State College, Port Arthur

**Section VI**  
**Required Financial Institution**  
**Information**



**SECTION VI -- REQUIRED FINANCIAL INSTITUTION INFORMATION**

**To be considered proposal must include a response to each question in this Section in the order asked.**

6.1 In order to fulfill the System’s fiduciary responsibility please provide an audited annual financial statement for the bank’s most recent fiscal year. **The bank will be required to submit an audited statement annually during the contract.** Provide the current statement and confirm agreement to this condition.

**First Financial Bank, N.A. is owned by First Financial Bankshares, a publicly traded company on the NASDAQ under the symbol FFIN. First Financial is the only publicly traded company with headquarters in Abilene, Texas.**

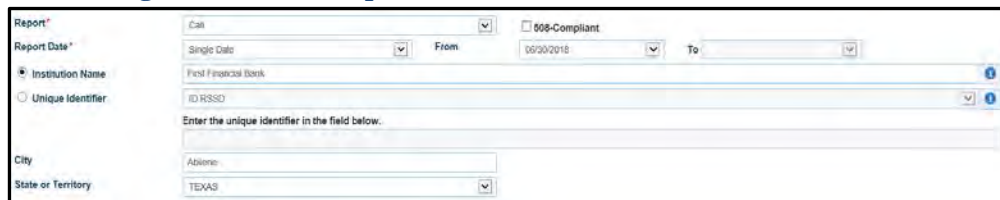
**Today, First Financial proudly serves the depository needs of over 200 public entities.**

**First Financial Bankshares, Inc. is recognized as one of the nation's most financially secure banking institutions, with assets of \$7.65 billion. The Company operates multiple regional banks with 72 convenient banking locations, plus a Trust Company with nine convenient locations, all to serve customers in Texas markets stretching from Hereford in the Panhandle to Conroe and Orange in southeast Texas. First Financial Bank, N.A. is owned by First Financial Bankshares, a publicly traded company on the NASDAQ under the symbol FFIN.**

**First Financial Bank invites TSUS to navigate to the following URL to access all financial information including the annual audited financial statement of the Bank’s parent company:**

**<http://www1.snl.com/irweblinkx/FinancialDocs.aspx?iid=100572>**

**Call Reports through the quarters ending June 30, 2018 and the Uniform Bank Performance Report (UBPR) are provided by navigating to the URL below, selecting the report type desired, and entering the information provided in the screen shot below:**



**<https://cdr.ffiec.gov/Public/ManageFacsimiles.aspx>**

**First Financial is pleased to offer financial information, included the audited annual reports online for easy access.**

6.2 Provide (a) the bank’s most recent Highline, Veribanc or comparable bank rating from an independent rating service or (b) the dual ratings of senior and subordinate holding company debt. The bank will be responsible for notifying the System within thirty (30) days of any change in this rating during the entire contract period. Provide the ratings and confirm agreement to this ongoing condition.

**First Financial has had the honor of being recognized as a top performing bank among the nation’s**

largest banks in the \$5 Billion to \$50 Billion category. First Financial has been listed in the top 7 banks for the past 10 years. A copy of the most recent article is included in the bid document.

First Financial Bank has received a 5 Star Rating from Bankrate.com. Bankrate has over four decades of experience in financial publishing and is a trusted source of financial rates and information.

All ratings are available online. If there is a change in rating, First Financial agrees to notify TSUS.

- 6.3 Provide a copy of all agreements (even if not directly referenced or required in this RFP) which will be required to be executed under the contract for services rendered. Agreements should include all service agreements as well as the depository and collateral agreement. Any changes to provisions required on the agreements will be made and agreed upon **before award** of the contract is made.

**Service Agreements are provided as part of the bid document.**

- 6.4 Customer Service is a primary focus of the System. Describe the bank's philosophy and approach to satisfying the service requirements in responses to the following.

- a. How does the bank intend to support the ongoing operational and technical needs of the Components?

**At First Financial, we understand the importance of excellent customer service. First Financial undertook an initiative we call Customer Service First. Our perspective is to view our services and solutions “from the lens of the customer.” Providing prompt and courteous service as well as assessing new technologies to broaden and enhance our offerings is part of the Customer Service First philosophy. In addition, we developed and implemented the following:**

- **Developed the following Motto: We build loyal, life-long relationship by providing first class service with personal attention.**
- **Along with this motto, we developed four Service Standards that guide every interaction we have with our customers:**
  - **Accuracy – We do our best to do the job right.**
  - **Availability – We are accessible to our customers and always ensure that their experience with us is efficient and timely.**
  - **Relationship – We care about the long-term success of each of our customers and strive to build trust based relationships.**
  - **Advice – Our customers learn from us and we are better because of the relationship.**
- **Required training for all employees to ensure consistent execution of these standards.**
- **Routinely invite authors and speakers to remind us of the importance of our initiative and to continue sharpening our skills.**

**We will support your ongoing operational and technical needs with a four-tiered approach.**

- **Full service locations with drive up and night depository capability.**
- **Contact information for local representatives.**
- **Our Treasury Management Services operations team is prepared to respond to your needs.**
- **Our Phone Center is open 6 days a week with extended hours.**

**Manned by a highly skilled team of professionals, our Phone Center has extended hours to assist customers with most questions regarding their account. Phone Center hours are Monday through Friday from 8:00 AM to 7:00 PM and on Saturday between the hours of 9:00 AM to 5:00 PM. Assistance with our Treasury Management services is provided by our support team during normal business hours by calling toll free to 877-627-7201.**

**We offer full service locations with night drop capability within a few minutes of District’s offices.**

The addresses and hours of operation are listed below:

812 N 16th Street  
Orange, Texas  
Phone Number: 800-300-8904  
Lobby hours:  
Monday - Friday 9:00AM – 5:00 PM  
Drive Thru hours:  
Monday - Friday 8:00AM – 6:00PM  
Saturday 9:00- Noon

3515 Dowlen Road  
Beaumont, Texas 77706  
Phone Number: 409-600-6456  
Lobby hours:  
Monday - Friday 9:00AM – 5:00PM  
Drive Thru hours:  
Monday - Friday 8:00AM – 6:00PM  
Saturday 9:00- Noon

8535 Central Mall Drive  
Port Arthur, Texas 77642  
Phone Number: 800-300-8904  
Lobby hours:  
Monday - Friday 9:00AM – 5:00 PM  
Drive Thru hours:  
Monday through Friday 8:00AM – 6:00PM  
Saturday 9:00- Noon

11853 Hwy 12  
Mauriceville, Texas 77626  
Phone Number: 800-300-8904  
Lobby hours:  
Monday - Thursday 9:00AM – 5:00 PM  
Friday 9:00AM – 5:30PM  
Drive Thru hours:  
Monday - Friday 8:00AM – 6:00PM  
Saturday 9:00- Noon

418 Rusk  
Newton, Texas 75966  
Phone Number: 800-300-8904  
Lobby hours:  
Monday - Thursday 9:00AM – 5:00PM  
Friday 9:00AM – 5:30PM  
Drive Thru hours:  
Monday - Thursday 8:00AM - 5:00 PM  
Friday 8:00AM– 5:30PM

960 North Main  
Vidor, Texas 77662  
Phone Number: 800-300-8904  
Lobby hours:  
Monday - Friday 9:00AM – 5:00 PM  
Drive Thru hours:  
Monday - Friday 8:00AM – 6:00PM  
Saturday 9:00- Noon

The ATMs at these locations are capable of accepting deposits.

- b. What provisions has the bank made for business continuity planning and operations? What, if any, support does the bank intend to offer the Components in a disaster situation to maintain stable banking functions?

Service interruptions are unpredictable. So, First Financial Bank has a high-availability technology infrastructure that includes geographically disbursed, redundant data centers and a highly resilient telecommunications network to allow us to provide a high level of service. The Bank has the ability to switch between data centers with minimal interruption to the Bank's operation. We periodically test our plan. We evaluate the business continuation plans of our critical third-party vendors to ensure that our operation and our customer's operations are minimally impacted by unforeseen events. First Financial Bank has 72 locations across the state of Texas.

Most recently, our Business Continuity Plan was tested with the events following Hurricane Harvey. The main location in Orange was never out of service. While our Vidor and Mauriceville locations were unavailable for a few days, we were open for business at the other locations.

In the event TSUS Components experiences an internet outage, First Financial customer services representatives are available Monday-Friday 8:00 a.m. – 7:00 p.m. CST; Saturday 9:00 a.m. – 5:00 p.m. CST by calling 627-7200. Component staff can also come to any Bank location for assistance.

- 6.5 How are the most recent legislative and regulatory changes impacting the bank's ability to service the institution? I.e., Basel III, Department of Education Cash Management Rules, etc.

First Financial meets all the regulatory requirements set forth by the Office of the Controller of Currency. First Financial Bank is well capitalized and has no debt.

As of June 30, 2018, First Financial reported total assets in the amount of \$7,656,847,000 and equity capital at \$913,830,000 resulting in a capital to assets ratio of 11.93%. First Financial invites TSUS to download the Bank's financial information at any time. It is available on the Bank's website under Investor Relations or follow the links above for specific reports.

- 6.6 Provide a detailed timeline for implementation of the contract including the activities required by both parties and assignment of responsibilities during implementation.

First Financial Bank is currently serving Lamar State College, Orange with depository services; therefore, LSC would continue operating without interruption.

First Financial is proposing to offer depository services for the first time to the following TSUS Components:

Lamar University, Beaumont  
Lamar Institute of Technology, Beaumont  
Lamar State College, Port Arthur

These locations are within 10 miles of First Financial Bank locations. First Financial will work with each location to manage a smooth transition to First Financial Bank. The following schedule is an example of the timing of that transition:

First Financial Bank needs little lead time to open accounts and initiate services. Printed checks and deposit slips typically arrive within 7-10 business days. First Financial Bank proposes the following implementation schedule:

November 16, 2018 – Post award conference with Component personnel to schedule  
Or Day 1 implementation of the services the Component desires and learn the styling for the new accounts.

FFB personnel required: Bank Account Manager, Personal Banker, and Treasury Management representative.

Component staff required: Accounting and Financial Managers to identify account signers as well as those involved with safekeeping services.

November 19, 2018 Present all service agreements and signature cards for signature.  
Or Day 4 Complete account opening and order checks and deposit slips.

FFB personnel required: Account Manager, Personal Banker, and Treasury Management representative.

Component staff required: Those authorized to enter into agreement on behalf of the Component and those designated as account signers as well as those authorized to delegate banking duties, such as access Component account information and initiate wire transfers using Online Banking.

November 22, 2018 - FFB staff will complete User set up for services required by the  
Or Day 7 Component. Once completed, FFB will contact designated Component staff to schedule training at the convenience of the Component.

FFB personnel required: Treasury Management operations and sales team.

Component staff required: No action is required other than to schedule training.

December 2018 Fund accounts  
Any time Prior to Check Issuance

**FFB personnel provide support as needed.**  
**Component staff initiate transfers to new FFB accounts and transfer of securities.**  
**Component begins issuing checks and managing funds held at First Financial Bank.**  
**FFB personnel: Provide support as needed**  
**Component staff: Begin managing funds through FFB's solutions.**



**THE BANK  
DIRECTOR'S  
SCORE CARD**

**\$5 BILLION UP TO \$50 BILLION**

Rank	Company Name	Ticker	State	Total Assets (\$Millions)	Profitability				Capital Adequacy			Asset Quality			Final Score
					Core ROAA (%)	ROA Rank	Core ROAE (%)	ROE Rank	Tang Common Equity/ Tang Assets (%)	TCE Rank	NPA's/ Loans & REO (%)	NPA Rank	NCOs/ Avg Loans (%)	NCOs Rank	
1	Bank of the Ozarks	OZRK	AR	21,276	1.92	2	12.06	14	13.38	5	0.24	5	0.07	44	45.5
2	Eagle Bancorp	EGBN	MD	7,479	1.61	8	12.60	10	11.45	15	0.42	18	0.06	33	58.5
3	FCB Financial Holdings	FCB	FL	10,677	1.40	12	12.43	12	10.33	26	0.34	10	0.00	16	63.0
4	BofI Holding	BOFI	CA	8,916	1.65	5	16.64	3	9.74	34	0.49	24	0.05	31	69.5
5	First Financial Bankshares	FFIN	TX	7,255	1.60	9	12.66	9	10.99	18	0.57	32	0.12	67	85.5
6	Western Alliance Bancorp.	WAL	AZ	20,329	1.65	4	15.01	6	9.63	39	0.76	61	0.01	21	90.0
7	Luther Burbank Corp.	LBC	CA	5,704	1.17	48	15.06	5	9.58	40	0.24	4	-0.01	11	100.5
8	Cathay General Bancorp	CATY	CA	15,640	1.35	16	10.26	34	10.45	25	1.03	81	-0.06	6	118.5
9	Hilltop Holdings	HTH	TX	13,366	1.34	17	9.18	62	12.42	8	0.57	33	0.06	36	121.5
10	East West Bancorp	EWBC	CA	37,150	1.39	15	13.50	8	9.14	55	0.59	39	0.08	54	124.5
11	BankUnited	BKU	FL	30,347	2.06	1	22.89	1	9.74	35	0.97	75	0.37	111	130.0
12	Hanmi Financial Corp.	HAFI	CA	5,210	1.14	52	10.30	32	10.58	22	0.51	26	0.05	32	135.0
13	CenterState Bank Corp.	CSFL	FL	7,124	1.34	18	10.39	30	9.10	59	0.70	48	-0.02	9	135.5
13	Pacific Premier Bancorp	PPBI	CA	8,025	1.34	19	9.18	61	9.42	44	0.06	1	0.02	22	135.5
15	BancFirst Corp.	BANF	OK	7,253	1.26	30	11.93	16	9.89	31	0.72	52	0.12	69	137.5
16	First Merchants Corp.	FRME	IN	9,367	1.34	20	9.86	44	9.30	47	0.59	38	0.00	17	138.5
17	Glacier Bancorp	GBCI	MT	9,706	1.44	11	11.75	18	10.58	21	1.47	113	0.17	83	148.0
17	Home BancShares	HOMB	AR	14,450	1.64	6	11.51	20	9.11	58	0.69	47	0.17	81	148.0
19	Cadence Bancorp.	CADE	TX	10,949	1.25	31	10.03	39	9.71	37	0.85	69	0.06	34	158.5
20	CVB Financial Corp.	CVBF	CA	8,271	1.08	58	8.47	79	11.61	14	0.42	17	-0.14	1	160.0
21	South State Corp.	SSB	SC	14,467	1.32	23	8.97	68	9.23	50	0.42	19	0.04	28	164.5
22	TowneBank	TOWN	VA	8,522	1.25	32	9.28	57	10.01	29	0.84	68	0.04	27	165.5
23	ServisFirst Bancshares	SFBS	AL	7,082	1.49	10	17.01	2	8.38	86	0.59	37	0.29	105	169.0
24	First Busey Corp.	BUSE	IL	7,861	1.25	33	10.64	29	8.30	90	0.64	42	-0.01	10	178.0
25	Sandy Spring Bancorp	SASR	MD	5,447	1.16	49	11.03	24	8.91	64	0.73	55	0.04	29	179.0

# \$5 BILLION UP TO \$50 BILLION

Rank	Company Name	Ticker	State	Total Assets (\$millions)	Profitability				Capital Adequacy		Asset Quality				Final Score
					Core ROAA (%)	ROA Rank	Core ROAE (%)	ROE Rank	Tang Common Equity/ Tang Assets (%)	TCE Rank	NPA/ Loans & REO (%)	NPA Rank	NCOs/ Avg Loans (%)	NCDs Rank	
26	1st Source Corp.	SRCE	IN	5,887	1.11	55	8.95	69	10.94	19	0.69	45	0.06	37	184.0
26	Washington Federal	WAFD	WA	15,584	1.20	40	9.00	67	11.12	16	2.29	120	-0.11	2	184.0
28	Commerce Bancshares	CBSH	MO	24,833	1.18	46	11.22	23	9.84	32	0.82	65	0.31	107	187.0
29	Renasant Corp.	RNST	MS	9,830	1.24	35	8.52	77	9.56	41	0.58	35	0.06	35	188.0
30	Enterprise Financial Services Corp	EFSC	MO	5,289	1.33	21	12.49	11	8.14	101	0.39	15	0.26	101	191.0
30	Hope Bancorp	HOPE	CA	14,207	1.27	29	9.06	64	10.54	23	1.12	85	0.11	65	191.0
32	Columbia Banking System	COLB	WA	12,717	1.28	28	9.21	60	9.47	43	1.21	96	0.04	26	192.0
32	W.T.B. Financial Corp.	WTBF.B	WA	6,246	1.01	79	10.98	27	8.50	81	0.27	7	-0.10	3	192.0
34	Westamerica Bancorp.	WABC	CA	5,513	1.28	25	11.72	19	8.63	76	1.18	92	0.08	53	192.5
35	International Bancshares Corp.	IBOC	TX	12,185	1.31	24	8.80	71	13.08	7	1.45	110	0.13	73	193.5
36	Meta Financial Group	CASH	SD	5,418	1.64	7	16.11	4	5.47	123	0.13	2	0.64	118	194.0
37	Ameris Bancorp	ABCB	GA	7,856	1.28	26	12.20	13	8.62	77	1.30	102	0.11	64	199.0
38	Southside Bancshares	SBSI	TX	6,498	1.07	64	10.75	28	8.45	82	0.32	9	0.07	43	200.0
39	Pinnacle Financial Partners	PNFP	TN	22,206	1.40	13	8.57	76	9.06	62	0.58	36	0.13	70	204.0
40	Tompkins Financial Corp.	TMP	NY	6,648	1.09	57	12.03	15	7.24	114	0.52	27	0.00	18	208.5
41	F & M Bank of Long Beach	FMBL	CA	6,992	1.03	74	7.60	99	13.72	4	0.74	57	-0.04	8	209.5
41	First Financial Bancorp.	FFBC	OH	8,897	1.22	37	11.75	17	8.32	89	0.75	58	0.15	75	209.5
43	Independent Bank Corp.	INDB	MA	8,082	1.17	47	10.11	36	8.96	63	1.20	94	0.06	40	213.0
44	Community Bank System	CBU	NY	10,746	1.39	14	9.54	50	8.17	97	0.48	23	0.18	85	215.0
45	PacWest Bancorp	PACW	CA	24,995	1.65	3	8.07	92	10.50	24	1.16	90	0.43	114	221.0
46	BancorpSouth Bank	BXS	MS	15,299	1.05	67	9.14	63	9.31	46	0.68	43	0.08	52	223.5
46	BOK Financial Corp.	BOKF	OK	32,272	1.05	69	10.04	38	9.50	42	1.19	93	0.09	56	223.5
46	Seacoast Banking Corp. of Florida	SBCF	FL	5,810	1.06	66	9.68	47	9.27	49	1.11	84	0.06	39	223.5
49	Independent Bank Group	IBTX	TX	8,684	1.19	44	8.36	80	8.37	87	0.35	11	0.01	19	226.0
49	S&T Bancorp	STBA	PA	7,060	1.20	43	9.70	46	8.70	73	0.68	44	0.18	84	226.0
51	First Bancorp	FBNC	NC	5,547	1.21	39	10.34	31	8.27	93	1.31	103	0.04	25	227.0
52	United Community Banks	UCBI	GA	11,915	1.07	63	10.02	40	9.07	61	1.02	79	0.08	55	231.0
53	Meridian Bancorp	EBSB	MA	5,299	0.92	97	7.02	107	11.82	13	0.45	22	0.00	12	234.0
54	Banner Corp.	BANR	WA	9,763	0.99	80	7.60	100	10.61	20	0.55	30	0.06	41	235.5
55	Prosperity Bancshares	PB	TX	22,587	1.24	36	7.36	102	9.13	56	0.36	13	0.16	80	240.5
56	Park National Corp.	PRK	OH	7,538	1.07	62	11.00	25	9.16	54	2.06	118	0.17	82	241.0
57	Sterling Bancorp	STL	NY	30,360	1.28	27	9.46	52	8.27	92	1.13	87	0.10	57	243.0
58	Capitol Federal Financial	CFFN	KS	8,990	0.79	110	6.39	112	15.02	2	0.58	34	0.00	15	248.5
59	Bank of Hawaii Corp	BOH	HI	17,089	1.08	59	14.99	7	7.04	117	0.73	56	0.15	76	249.0
59	First Commonwealth Financial Corp.	FCF	PA	7,309	1.10	56	9.28	56	8.78	68	0.83	66	0.13	72	249.0
61	Lakeland Bancorp	LBAI	NJ	5,406	1.01	78	9.36	54	8.44	83	0.62	41	0.05	30	250.5
62	Great Western Bancorp	GWB	SD	11,807	1.33	22	8.80	70	9.22	51	2.04	117	0.25	99	251.0
62	LegacyTexas Financial Group	LTXB	TX	9,086	1.19	45	10.98	26	8.77	70	1.32	105	0.46	115	251.0
64	Central Pacific Financial Corp.	CPF	HI	5,624	0.91	99	9.78	45	8.86	67	0.43	20	0.11	62	252.0
65	Republic Bancorp	RBCA.A	KY	5,085	1.08	60	8.31	85	12.14	11	1.05	82	0.47	116	255.0
66	Chemical Financial Corp.	CHFC	MI	19,281	1.24	34	8.73	72	8.28	91	0.85	70	0.07	47	255.5

# \$5 BILLION UP TO \$50 BILLION

Rank	Company Name	Ticker	State	Total Assets (\$millions)	Profitability				Capital Adequacy			Asset Quality			Final Score
					Core ROAA (%)	ROA Rank	Core ROAE (%)	ROE Rank	Tang Common Equity/Tang Assets (%)	TCE Rank	NPA/Loans & REO (%)	NPA Rank	NCOs/Avg Loans (%)	NCOs Rank	
67	MB Financial	MBFI	IL	20,087	1.12	54	8.22	88	8.63	75	0.79	64	0.03	24	261.0
68	WSFS Financial Corp.	WSFS	DE	7,000	1.22	38	11.45	22	7.88	106	1.24	100	0.22	92	262.0
69	Central Banccompany	CBCY.B	MO	12,891	1.05	68	7.65	98	12.03	12	1.03	80	0.21	90	263.0
70	Cullen/Frost Bankers	CFR	TX	31,748	1.20	42	11.50	21	8.02	104	1.20	95	0.27	102	265.5
71	First Hawaiian	FHB	HI	20,549	1.15	50	9.04	66	7.86	107	0.36	12	0.14	74	266.0
72	Trustmark Corp.	TRMK	MS	13,798	1.06	65	9.33	55	8.77	69	1.23	99	0.11	63	270.0
73	CIT Group	CIT	NY	49,279	1.04	73	6.44	111	13.35	6	0.72	53	0.32	109	271.0
74	Synovus Financial Corp.	SNV	GA	31,222	0.99	81	10.30	33	8.88	65	1.13	88	0.29	104	275.0
75	United Bankshares	UBSI	WV	19,059	1.20	41	7.15	106	9.79	33	1.38	108	0.20	88	278.0
76	HomeStreet	HMST	WA	6,742	0.75	114	7.28	104	10.05	28	0.78	63	-0.06	5	280.0
76	OceanFirst Financial Corp.	OCFC	NJ	5,416	1.07	61	9.64	48	8.42	84	1.56	114	0.10	60	280.0
76	Texas Capital Bancshares	TCBI	TX	25,076	0.95	90	10.17	35	8.12	102	0.52	28	0.16	78	280.0
79	Provident Financial Services	PFS	NJ	9,845	1.04	70	7.71	97	9.33	45	1.00	77	0.10	61	281.0
80	WesBanco	WSBC	WV	9,816	1.12	53	7.99	93	8.74	71	0.76	62	0.13	71	283.5
81	Beneficial Bancorp	BNCL	PA	5,799	0.66	121	3.73	122	15.33	1	0.55	29	0.08	51	284.0
82	Signature Bank	SBNY	NY	43,118	0.94	92	10.00	41	9.29	48	1.16	91	0.91	119	286.0
83	Dime Community Bancshares	DCOM	NY	6,403	0.77	113	8.22	89	8.55	79	0.15	3	0.00	14	289.5
84	Customers Bancorp	CUBI	PA	9,840	0.89	103	10.06	37	7.00	118	0.45	21	0.07	46	291.5
84	UMB Financial Corp.	UMBF	MO	21,772	0.92	96	9.04	65	9.18	53	0.71	49	0.30	106	291.5
86	Investors Bancorp	ISBC	NJ	25,129	0.74	115	5.63	115	12.14	10	0.76	60	0.07	45	292.5
87	ConnectOne Bancorp	CNOB	NJ	5,108	1.04	72	8.69	73	8.41	85	1.93	116	0.00	13	294.5
87	Flagstar Bancorp	FBC	MI	16,912	0.89	102	9.89	43	8.16	98	0.72	54	0.07	49	294.5
89	Boston Private Financial Holdings	BPFH	MA	8,312	0.85	104	8.69	74	7.80	108	0.39	14	-0.07	4	295.0
90	Wintrust Financial Corp.	WTFC	IL	27,916	0.93	94	8.64	75	8.51	80	0.72	51	0.07	48	298.5
91	FIS Financial Corp. (MHC)	TFSL	OH	13,888	0.69	119	5.47	116	12.18	9	1.46	112	-0.04	7	303.5
92	Umpqua Holdings Corp.	UMPQ	OR	25,741	0.94	93	5.93	114	9.18	52	0.49	25	0.22	93	318.0
93	First National of Nebraska	FINN	NE	20,435	0.97	83	9.23	59	8.87	66	1.32	104	1.96	123	321.5
93	Union Bankshares Corp.	UBSH	VA	9,315	0.98	82	8.35	81	8.14	100	0.60	40	0.15	77	321.5
95	First Citizens BancShares	FCNC.A	NC	34,528	0.78	112	8.32	82	9.13	57	1.08	83	0.10	59	322.0
96	TCF Financial Corp.	TCF	MN	23,002	0.93	95	8.08	91	9.72	36	1.38	106	0.24	97	323.5
97	Heartland Financial USA	HTLF	IA	9,811	0.96	86	9.95	42	7.53	113	0.99	76	0.24	98	328.0
98	Brookline Bancorp	BRKL	MA	6,780	0.81	108	6.88	108	9.94	30	0.84	67	0.25	100	329.5
99	Simmons First National Corp.	SFNC	AR	15,056	1.15	51	8.30	86	8.08	103	1.01	78	0.28	103	330.5
100	First Horizon National Corp.	FHN	TN	41,423	0.95	88	9.61	49	6.57	122	1.39	109	0.06	38	332.5
101	NBT Bancorp	NBTB	NY	9,137	0.97	84	9.26	58	7.64	112	0.69	46	0.42	113	333.5
102	First Midwest Bancorp	FMBI	IL	14,077	1.04	71	7.95	94	8.33	88	0.85	71	0.21	91	334.0
103	Mechanics Bank	MCHB	CA	5,638	0.69	118	4.89	121	9.09	60	0.31	8	0.12	66	336.0
104	Old National Bancorp	ONB	IN	17,518	1.03	75	8.19	90	7.65	111	1.38	107	0.03	23	341.0
105	Fullon Financial Corp.	FULT	PA	20,037	0.92	98	8.22	87	8.71	72	1.26	101	0.12	68	341.5
105	Northwest Bancshares	NWBI	PA	9,364	0.91	100	7.24	105	9.68	38	1.15	89	0.31	108	341.5
107	United Financial Bancorp	UBNK	CT	7,114	0.84	105	8.49	78	8.20	96	0.88	72	0.10	58	344.0



# \$5 BILLION UP TO \$50 BILLION

Rank	Company Name	Ticker	State	Total Assets (\$millions)	Profitability			Capital Adequacy			Asset Quality			Final Score	
					Core ROAA (%)	ROA Rank	Core ROAE (%)	ROE Rank	Tang Common Equity/Tang Assets (%)	TCE Rank	NPAs/Loans & REO (%)	NPA Rank	NCOs/Avg Loans (%)		NCOs Rank
108	Webster Financial Corp.	WBS	CT	26,488	0.95	91	9.50	51	7.67	110	1.59	115	0.20	89	354.0
109	Hancock Holding Co.	HBHC	MS	27,336	1.01	77	9.46	53	7.73	109	2.10	119	0.38	112	354.5
110	Berkshire Hills Bancorp	BHLB	MA	11,571	0.96	87	7.59	101	8.15	99	0.71	50	0.19	86	355.0
111	Flushing Financial Corp.	FFIC	NY	6,299	0.71	117	8.32	83	8.22	95	0.56	31	0.24	96	358.5
112	OFG Bancorp	OFG	PR	6,189	0.79	109	5.23	118	11.12	17	6.11	121	1.16	121	365.0
113	Valley National Bancorp	VLV	NJ	24,002	0.82	107	7.74	96	6.92	119	0.95	74	0.01	20	369.0
114	New York Community Bancorp	NYCB	NY	49,124	0.72	116	5.32	117	8.26	94	0.26	6	0.16	79	369.5
115	First BanCorp.	FBP	PR	12,261	0.54	122	3.48	123	14.71	3	11.14	123	1.33	122	370.5
116	First Interstate BancSystem	FIBK	MT	12,213	0.95	89	8.31	84	7.97	105	1.21	97	0.23	95	374.0
117	F.N.B. Corp.	FNB	PA	31,418	1.02	76	7.31	103	6.74	121	0.75	59	0.22	94	376.5
118	IBERIABANK Corp.	IBKC	LA	27,904	0.97	85	6.74	110	8.61	78	1.23	98	0.32	110	377.0
119	People's United Financial	PBCT	CT	44,453	0.90	101	6.83	109	7.20	115	0.91	73	0.07	42	382.5
120	Popular	BPOP	PR	44,277	0.67	120	5.17	120	10.07	27	7.24	122	1.04	120	388.0
121	Banc of California	BANC	CA	10,328	0.50	123	5.17	119	6.78	120	0.40	16	0.07	50	395.0
122	Opus Bank	OPB	CA	7,487	0.78	111	5.95	113	8.69	74	1.13	86	0.50	117	399.5
123	Associated Banc-Corp	ASB	WI	30,484	0.83	106	7.75	95	7.07	116	1.45	111	0.19	87	416.0
				Median			1.07		9.18		9.06		0.76		0.11
				Mean			1.11		9.40		9.32		1.04		0.18

► Source: Sandler O'Neill + Partners, S&P Global Market Intelligence, company reports and regulatory filings

\*Data includes only banks and thrifts as defined by S&P Global Market Intelligence that have reported 2017 earnings as of April 10, 2018. Capital adequacy and asset quality figures are as of calendar year-end 2017. Profitability figures are for the calendar year ending in 2017 and are based on core income as defined by S&P Global Market Intelligence where available. Asset quality figures are as of calendar year-end 2017. Nonperforming assets and average loans in the NCO calculation are net of guaranteed loans. The NPA calculation includes accruing TDRs if disclosure is available through company filings.

*"If you exclude the one-time [employee] bonuses we gave as a result of tax reform, our expenses were flat year-over-year while we invested heavily in our digital transformation [and] in investments in our core business units. That was a strong, strong outcome for us."*

GREG CARMICHAEL,  
CEO, FIFTH THIRD BANCORP

**Section VII**  
**Required Banking Services**

## SECTION VII-- REQUIRED BANKING SERVICES

**To be considered, the proposal must include a response to each of the questions in this Section in the order given. All fees for associated and anticipated services must be detailed.**

- 7.1 **Consolidated Account Structure with Sweep Mechanism:** The Components are intent on earning at the best available interest rates at all times. The Components may consider sweeping balances during the term of this contract.

The bank is being asked to offer an automated, daily sweep to a money market mutual fund, or internal bank alternative account, if applicable and competitive, when rates allow in order to reach its investment goal. A AAA-rated, SEC registered government, or enhanced government, money market fund is preferable for the sweep. A repurchase agreement and/or offshore accounts are not authorized as sweep investment vehicles.

The bank shall clearly stipulate and describe the bank's most cost effective methodology for creating the sweep structure. The proposal should present the bank's most efficient and cost effective methodology in different rate environments (which, it is understood, may eliminate use of the sweep).

**First Financial is proposing interest bearing checking accounts for ALL Component funds. This strategy eliminates the need to move funds to earn interest and simplifies reconciliation. We are proposing a flat interest rate of .85%. Interest is paid at the account level, accrued during the month and paid on the last day of the month. First Financial does not offer a sweep arrangement to SEC registered funds, however, if the University would like to structure accounts with a sweep arrangement, such as between a payroll account and operating account, First Financial will follow each Components' instructions.**

- a. Fully describe the proposed sweep mechanism focusing on the bank's most cost effective and highest earning structure.

**First Financial Bank proposes interest bearing checking accounts for all University accounts. This strategy eliminates the need to move funds in order to earn interest. All accounts will earn interest at the same proposed rate of .85%.**

**If the University prefers to adopt the use of ZBA accounts to consolidate funds into a central account and distribute funds automatically as items are presented, First Financial Bank can support this strategy. However, there is not an advantage from the earned interest perspective.**

**Each Component can establish the account structure that best meets its needs.**

- b. Provide the average monthly rates on your best sweep option for the last twelve months as indicated. Define which fund, of any, is being used.

**Since First Financial is proposing a flat interest rate of .85%, the rate will remain the same throughout the contract. First Financial will retain all funds without withdrawal limitations, provided the funds are available.**

- c. If the bank is proposing an alternative to a sweep, detail and describe fully. Identify and describe advantages of the account type. Provide twelve month rates history.

**First Financial is proposing interest bearing checking accounts for ALL University funds. This simple strategy eliminates the need to move funds to earn interest and simplifies reconciliation. There are no withdrawal limitations, provided the funds are available. We are proposing a flat interest rate of .85% for the duration of the contract.**

**d. Is there a floor or ceiling on the earnings credit rate?**

**First Financial Bank is proposing an earnings credit rate (ECR) of 110% of the 4-week average 91 Day T-Bill rate during the month prior service. During the month of August, the calculated ECR under the proposed terms is 2.27678%. This premium rate reduces required balances to offset bank service charges as well as the account analysis expense due to earned interest.**

**7.2 Automated Cash Management Information Access:**

The System and Components strive for efficiencies in their operations and attempts to reduce paper transactions and staff time in the processing of transactions. The Components need complete and timely detail and summary Information and prefer cross-functionality of reporting.

The System and Components require timely access to prior and intra-day detail and balance reporting. It requires automation within the various service areas such as ACH, reconciliation, and, increasingly, EDI. Imaging retention and access is required. Imaging of deposit slips and deposit items is preferred. Preferably, all reports, statements, and account analyses are to be available in electronic form.

**First Financial offers web-based solutions for Online Banking (which supports wire transfer and stop payment capability), ACH Origination, Remote Deposit, and Positive Pay. Monthly statements are available online as well as deposit slips and adjustments. Initiatives are in place to provide images of notices and Account Analysis statements online.**

- a. Fully describe the bank's online service capabilities. List system capabilities by service (i.e. balance reporting, wires, positive pay, stop pay, etc.). Are all services provided through one portal?

**First Financial's Online Banking system serves as a portal to access all online services, such as Positive Pay, Remote Deposit, and ACH Origination. First Financial offers a comprehensive list of Treasury Management Services that in addition to those stated above include Payroll Cards, Business Credit Cards, including one specifically for non-profit entities, Smart Safes and Merchant Services. A brief description of these services is provided.**

**Online Banking**

**By 8:00AM each business day, Online Banking is updated with all overnight transfer activity and current day activity. Wire Transfer activity memo posts upon arrival with immediate availability to funds. Incoming ACH activity is memo posted three times during the day. First between 4:00AM and 6:00AM, then by 3:00PM, and finally by 5:00PM each business day with immediate availability of funds. In-clearing checks are memo posted by 3:00PM daily providing the opportunity to review items prior to posting, and if necessary fund accounts by deposit at any First Financial Bank location or by transferring funds using Online Banking from another account by 11:00PM.**

**Online Banking provides authorized users:**

- Ability to view account balances online
- Review electronic activity as it happens – ACH deposits, debit card activity
- View at least 60 days of account history
- View images front and back
- Transfer funds between accounts and make loan payments
- Apply Principal Only payments to Loans
- Schedule transfers to occur on a specific date – routinely or one time
- View statements online for at least 18 months
- Create Alert Messages for email notification when prescribed condition is met

- Download transactions to CSV, Excel, Quicken or QuickBooks
- Initiate Wire Transfers until 4PM (requires separate agreement)
- Initiate Stop Payments
- True online E-Statement including check images

Online Banking accommodates dual control on transfers and stop payment functions as directed by the Components.

A sample Business Online Banking form is included with Services Agreements. First Financial offers Single Sign On to the Positive Pay, ACH Origination and Remote Deposit systems from Online Banking.

An Online Banking User Guide with separate Wire Transfer Instructions are included in the bid packet.

#### ACH Origination

First Financial Bank offers ACH Origination as a feature of Online Banking, incorporating the security features and use of a token at approval and authenticating the file. At the present time, Lamar State College, Orange is transmitting files through another web-hosted solution from which we are transitioning originators to our Online Banking system. We have other options as well, such as transmission through an SFTP server.

The ACH Origination process supports dual control enabling the University to segregate duties. For example, one person may draft or prepare the ACH entries and a second person will approve the entries using a bank issued token and transmit the entries to the Bank.

The Activity Center provides is an archive for batches and each entry included in the batch.

#### Remote Deposit

Remote Deposit is a web-hosted solution that requires the use of a scanner compatible with the Bank's solution and a computer with internet service using Internet Explorer or Google Chrome. The University can choose from a single-feed or batch-feed scanner depending upon the volume of checks. Remote Deposit can be configured for deposits into multiple accounts. User access is established based on the University's direction. Remote Deposit supports segregation of duties and provides three reports for each deposit.

A Submission Report provides a complete list of all checks included in the deposit as well as the front and back image of each check. A Verification Report provides a summary of the deposit by count and dollar amount and is confirmation the deposit was transmitted to the Bank. A Collection File/PickUp Report is confirmation the Bank received and processed the deposit. Reports remain available for 360 days.

#### Positive Pay and ACH Block/Filter Services

First Financial Bank's Positive Pay application is also web-based. The University uploads a file of issued items or enters individual check information for the manually issued checks. Since the Positive Pay system interfaces with the teller system, the University's funds are immediately protected, which makes it important that distributed checks are entered to avoid unnecessary exceptions. When exceptions occur, an email is delivered to designated University staff by 8:00AM on banking days. Decisions on the disposition of exceptions must be completed by 2:00PM. If a decision is not made by the deadline, the Bank will follow the instructions to pay or return based on the University's election documented in the agreement.

Positive Pay users are able to view images of the exception items and select the reason for a return or select the option to pay the item. The University may set the number of days (for example 90 days) after the issue date for the system to consider the item stale dated. In those cases, items will be considered an exception due to the stale date requiring a pay/return decision.

Other benefits to Positive Pay include the ability to:

- View a list of all Paid, Issued, and Outstanding items as well as Stops and Voids

- **Export lists to Excel**
- **Export a Reverse Positive Pay file (paid items) to Excel, BAI2, or a customized file format**
  
- **View Reconciliation Reports to compare with accounting systems**
- **View Stop Pay history**

b. Describe the security protocols for online services. How is authentication and authorization provided?

**First Financial requires multi-factor authentication through the use of a secure access code. Users are provided log in credentials that are validated through the delivery of a secure code by a phone call or text message to previously provided numbers. The secure access code is entered prior to access to services or account information. A secure access is required whenever an attempt to log in comes from a new IP address.**

**In addition to multi-factor log in, wire transfers and ACH origination require the use of a token. A token is bank provided and registered by user. All Wire Transfers and ACH entries initiated through Online Banking require the use of a token in order to approve the entries and transmit them to the Bank. The token is entered at approval rather than upon entering the Online Banking system, reducing opportunity for keyloggers or intruders to intercept information.**

**7.3 Depository Services:** Standard commercial deposit services are required. Deposits are typically made in the late afternoon. It is the desire to avoid a third-party courier service. The Components may use multiple methodologies for deposits. All merchant services are handled outside the banking contract. Merchant services will not be addressed in the RFP nor be a part of this contract.

The Components require same bank day credit on all coin and currency deposits, and on-us checks. All cleared deposits received by the bank's established deadline and in accordance with the banking institution's availability schedule must be processed in accordance with that availability schedule or an expedited schedule as offered by the bank. The bank shall guarantee immediate credit on all incoming wire transfers. Failure to credit System and Components accounts in a timely fashion will require interest payment reimbursement to the institution at the then-current daily Fed Funds rate and represent an event of default.

**First Financial offers depository services enabling the University to deliver deposits at any Bank location, by Remote Deposit, as well as receive electronic payments. First Financial offers same day credit and next day availability on all deposits made during business hours at any location. Deposits made using Remote Deposit and transmitted by 7:00PM on any banking day will be considered that day's deposit. Incoming funds from Wire Transfers, ACH, U.S. Treasury checks and cash are immediately available. Deposits made to a Night Deposit drop box will be worked on the following business day.**

**In some unusual cases, we may delay your ability to withdraw funds beyond the next business day. Then, the funds will generally available according to the guidelines of Federal Regulation CC.**

a. Describe the bank's depository service capabilities.

**First Financial is a full service bank providing depository services that include processing deposits through a teller or night drop box at any location, deposits made through Remote Deposit, managing account to account transfers, and vault services for coin and currency orders.**

**No special bags are required and we prefer loose coin. For large coin orders that exceed 10 boxes and currency orders over \$50,000, First Financial requests an order form one business day prior to pick up date. For smaller order, we can fill the request on demand.**

**Anytime there is a difference between the cash amount written on the deposit slip and the counted**

cash, the teller stops and asks a second teller to count the cash. When the second teller confirms the difference, the entire deposit is placed back in the bag and the University will be contacted or the teller will follow prearranged procedures from the University to create an adjustment. Tellers will not mark a change to the deposit slip written by the University. If there is a discrepancy in the amount on the deposit slip for the check portion of the deposit, the difference will be recognized when the deposit is processed that evening. If the discrepancy is \$5.00 or more, an adjustment is made to the account. Advices are mailed on the following business day. The advice will have the check number of item that caused the need for an adjustment as well as a copy of the item from the deposit. For differences under \$5.00, the deposit amount will stand.

In addition to the standard depository services, First Financial has a relationship with Loomis to provide a Smart Safe. The service is contracted directly through Loomis including the installation and servicing. Money is counted as it is deposited into the safe. The funds remain in the safe until a scheduled pick up. However, as the funds are counted, the credit amount is transmitted to Loomis and the University is provided credit on that day. Smart Safes have been an excellent option to reduce courier service and receive credit for deposits timely. The cost for the Smart Safe can be billed to the Bank and passed to the University through Account Analysis.

- b. Describe the recommended process for depository services at the Component.

First Financial will work with each location and provide the depository services required by Component for the most cost effective and efficient solution. First Financial is located within 10 miles of the University locations to make deposits through a teller or night drop. Remote Deposit is a very cost effective solution for check deposits. And, perhaps a Smart Safe would be employed at a location where high volumes of cash are accepted.

### **Remote Electronic Check Acceptance and Conversion**

Remote Electronic Check Acceptance and Conversion may be required during the contract period. It is anticipated that the System and Components will expand this collection process to all its campus locations during the contract period, if cost effective. The remote deposits will potentially be used at both point-of-sale and back office operations.

- a. Describe the bank's remote deposit processing and software capabilities.

First Financial Bank's Remote Deposit solution is easy to use. The University may elect to use Remote Deposit for multiple accounts and restrict access by user.

A Bank compatible scanner is connected to a computer with internet access. There are no special requirements other than Internet Explorer 10 or higher or Google Chrome. The Bank is currently deploying Digital Check scanners both single-feed and batch-feed scanners. Panini MyVision X as well as Epson Scanners are also compatible.

Checks are scanned and the batch is matched to a control total prior to transmission. The scanner is capable of reading the courtesy amount as well as the legal amount; however, in some cases it is necessary to correct an amount or rescan a check. Once the deposit is ready, it is transmitted electronically to the Bank. Deposits must be transmitted by 7:00PM on any banking day for same day credit.

The scanning software retains the image for a short time. Extended image archive for image retrieval for up to 7 years is available. The system is also capable of exporting designated fields six custom fields can be named for manually keyed data. The system is capable of associating and storing the data with the routing number and account number; therefore, when a payment from the same account is received again, the custom fields will automatically populate.

First Financial Bank will work with the University to provide a set up that is efficient and meets the University's needs.

- b. Describe the recommended process for remote processing of checks.

**The University can choose to implement Remote Deposit in campus location accepting payments or centralize deposits collected throughout the campus.**

**Once checks are scanned and delivered to the Bank, the original checks should be securely stored. The retention period is up to the University; however, we recommend retaining them for at least 7 days to provide time for the bank on which the checks are drawn to honor them. Occasionally an image is not accepted and the original check must be rescanned or presented for payment. Many customers choose to store checks up to 90 days.**

- c. Are images provided as part of the processing process? Are images maintained online? When? For how long?

**Images are captured and printed on the Submission Report which is stored by date and time and retrievable for 360 days. The University can opt to store images for an extended time (up to 7 years) and retrieve them electronically.**

**First Financial retains the images transmitted to the Bank for deposit and can retrieve images as a research request for up to 7 years.**

### **Representation of Checks (RCK)**

The System and Components may consider the representation of checks through ACH if it would prove cost efficient and improve collection of NSF checks.

- a. Describe the bank's representation procedure with an example showing timeline for processing.

**First Financial Bank's web-hosted ACH Origination solution supports the RCK SEC code for check re-presentation. The University would originate the RCK transactions with an effective date of its choosing.**

**Checks may be presented a total of three (3) times. Twice as paper (Remote Deposit is still considered paper) and once electronically as an ACH RCK. Or, once as a paper item and twice as an ACH electronic transaction.**

## **7.4 Standard Disbursing Services and Positive Payee**

Standard disbursing services for all accounts are required to include the payment of all System and Component staff and student checks without charge upon presentation. The System and Components require positive payee services for all its checks and accounts. Currently positive payee is used and will be required on all accounts under this contract. The System and Components require positive payee services with complete indemnification for fraudulent checks.

**First Financial Bank abides by the guidelines of the Uniform Commercial Code – Article 4A (UCC4A). First Financial Bank provides Positive Pay with Payee Name Verification for check fraud control. The level of indemnification is subject to final agreement but will generally be limited to fraud that can be mitigated through use of Positive Pay and other fraud prevention services and excludes internal fraud committed within the University. First Financial will cash on-us checks presented for payment with valid identification provided the University participates in Positive Pay with Payee Name Match.**

It is preferred that the proposal provide a fully automated and web compatible transmission process. Transmissions will be made as part of each check run or manual check written. Manual check



information must be able to be entered and transmitted online.

**First Financial's Positive Pay system is web-hosted with the ability to upload an issued check file. The system does not require check information in a specific format. First Financial can accept an Excel file, csv, or fixed width file. We will create a map to extract the required data. The University's file can contain additional information, such as addresses, that will be ignored.**

**When the University creates manual checks, the Positive Pay system will accommodate entering the check data manually. Users can select an auto-increment option reducing the number of keystrokes required to enter the check number, check amount and payee name.**

**The Positive Pay system also supports ACH Block/Filter services. The University can provide the company ID of ACH entries that are authorized. When an ACH entry is presented that does not match the pre-approved Company ID (originator id), the system will create an exception for the University to make a pay or return decision. If the new entry is authorized, it can be added to the approved list with a single mouse click.**

The System and Components will be combining positive payee services with partial reconciliation services.

- a. The System and Components require that the bank cash free of charge all on-us checks for employees and students drawn on the System and Components, regardless of the individual's account status with the bank. Confirm agreement with this condition.

**First Financial agrees to cash on-us checks presented at the teller line without charge provided valid ID is presented and the University participates in Positive Pay with Payee Name Match.**

- b. Describe the handling of exception or non-standard items through a payment consolidation process.

**All checks are presented for payment then screened against the issued items entered into the Positive Pay system. The system is immediately interactive with the teller system; therefore, it is important that the issued item information is uploaded prior to dispensing a check, particularly a manual check the payee takes to the Bank to cash. If a check cannot be validated, the check will be returned to the payee.**

- c. Are positive payee exceptions managed totally online? Describe the process.

**Yes, exceptions are managed online. When an exception occurs, an email is sent to those designated by the University. The email is sent before 8:00AM on banking days. Designated University staff will log into the Positive Pay system through Online Banking or using a direct URL. All exception items, both check and ACH (if the University is participating in ACH Block/Filter services), are listed. The system will identify the reason the item is an exception and provide users the ability to choose to pay the item or return it. The user will also select a reason for the return from a drop down list.**

**A Positive Pay User Guide that includes screen shots is included with this bid.**

- d. What elements are validated on your positive payee processing? Please confirm that it includes the payee validation?

**The Positive Pay system will validate checks using the check number, check amount, and Payee Name. Payee Name validation must meet the requirements for type font and spacing.**

## 7.5 Account Reconciliation

Currently the System and Components use partial reconciliation services. Serial sort may be used. The System and Components require availability of reconciliation services combined with positive payee.

- a. Describe the bank's partial reconciliation service.

**First Financial Bank's Positive Pay system has the ability to export an Excel file of paid items for partial reconciliation. Also, the Business Online Banking system enables designated users to download transaction history in csv, xls, Microsoft (ofx), Quicken (qfx), and Quickbooks (qbo) formats. The University may be able to use this data to import into its Banner system and electronically reconcile accounts.**

- b. Describe the bank's full reconciliation service.

**The Positive Pay system provides for Excel export files of Issued Items, Paid Items, Stops and Voids, ACH transactions, and Outstanding Items for full reconciliation. A reverse positive pay file is available, which is a list of paid items. A reconciliation report provides for totals that can be matched to the University's system.**

## 7.6 ACH (Automated Clearing House) Services

The System and Components expect to move toward increased use of ACH. The System and Components use electronic transactions (ACH, wires and transfers) to reduce paper transactions and are expected to increase the percentage and volume of electronic transactions. Payments over \$10,000 are mostly made by electronic means. The System and Components will continue to move towards more complete and active use of ACH in both collections and disbursement. Currently, ACH is used for payrolls, transfers, and for many vendor payments and collections. The System and Components actively encourages their employees to move to direct deposit. Utilization of ACH for collections has been limited but increased use is a goal of the System and Components.

- a. Describe the bank's recommended process for handling ACH transactions.

**First Financial offers ACH Origination as a secure and efficient means of moving money. ACH is most often recognized as Direct Deposit and becoming increasingly popular for vendor payments and collections. ACH is a secure, reliable, and timely method of delivering and receiving payments.**

**Yes, First Financial Bank's ACH web-hosted application can securely deliver a file created in Banner, or the application has the ability to manage individual ACH transactions created by building a list.**

**First Financial Bank's deadline for the University to deliver ACH transactions is 3:00PM just one business day prior to the effective date. In the case of an emergency, the deadline may be extended. The University may submit files/transactions up to 30 days prior to the effective date. First Financial Bank will warehouse the ACH transaction until it's time to send them to the Fed. First Financial Bank routinely processes pre-notes delivered by our originators. The ACH Origination application accommodates pre-note transactions as delivered by the University.**

**We also support Same Day ACH – both incoming and outgoing entries. Deadlines for the first window is 8:30AM and the second window deadline is 11:30AM for same day delivery. To date, Same Day ACH entries have been used in emergency situations, such as payroll. We manage Same Day ACH on a case-by-case basis.**

Incoming ACH transactions are processed three times during the day. The first ACH entries are delivered between 4:00AM and 6:00AM, then 3:00PM, and finally 5:00PM each business day enabling funds to be available to, or in the case of debits to be withdrawn from, the University well before NACHA's 9:00AM requirement. First Financial Bank is not in control of processing times for other Receiving Depository Financial Institutions; therefore, the precise timing of ACH transactions to the receivers (for example, employees that bank at other banks) cannot be precisely determined as each bank will have their own processing schedule.

When serving as the Originating Depository Financial Institution (ODFI) for the University or the Receiving Depository Financial Institution (ODFI), First Financial Bank abides by the National Automated Clearinghouse Association's (NACHA) rules. First Financial Bank never releases account information without specific authorization by the account holder.

Upon receipt, ACH return items are delivered to the originator. An email notification is sent to those designated by the University instructing them to view the entire ACH return in Online Banking's secure Message Center.

EDI information is delivered on the effective date of the ACH entry. In order to reduce statement clutter, only two lines of ACH addenda information is provided on the statement and in the Online Banking system. The University will receive an email notification when addenda information is available. Addenda records are retrieved in their entirety through the Online Banking's secure Message Center. The University can receive EDI data in text or raw data.

## 7.7 Wire and Transfer Services

Incoming wire transfers must receive immediate same day, collected credit. It is preferred that wire initiation be available online. Real-time online wire and transfer monitoring is preferable. Book internal transfers are used extensively between accounts. There is an ongoing need for occasional international wires.

- a. Describe the bank's recommended process for handling incoming and outgoing wire transfers.

**First Financial Bank will provide Wire Transfer capability to the University. Wire Transfers can be initiated in any of the following ways:**

- In person at any FFB location
- By phone with call back confirmation
- By fax with call back confirmation
- Online through Online Banking with the use of a token

**International Wires are managed the same way as a domestic wire. Email notification of incoming and outgoing Wire Transfers can be delivered to those designated by the University.**

- b. Describe the security features that are available to protect Components from unauthorized wire transfers.

**First Financial encourages dual control whenever funds are moving out of the Bank. Users can have the ability to draft and/or approve a Wire Transfer; however, to maintain dual control, a user cannot approve Wire Transfers they drafted. When sending wires, the University can choose to send a one-time wire, recurring wire, or build a template for wires frequently sent to the same beneficiary. Funds must be available in order to complete a Wire Transfer.**

**Wire Transfers initiated through Online Banking are drafted, then approved. A Bank provided token is required to approve a wire initiated using Online Banking. For Wire Transfers initiated by phone, the Bank will make a call back to a previously designated University staff member and request a PIN, which was previously assigned.**

**Building layers of security provides the most protection against the unauthorized activity.**

**The University can send a future dated wire, which can be cancelled anytime prior to the scheduled transfer date.**

## 7.8 Safekeeping of System and Component Owned Securities

Although local government pools have been used as the primary investment vehicle, the System and Components may have a need for safekeeping services during this contract period. The ability to clear and safe keep securities must be available. The bank will be required to provide book entry safekeeping services.

All investments will be made by the System and Components or its adviser and instructions for clearing and safekeeping will be provided to the bank in writing via e-mail or fax. All clearing shall be made delivery versus payment (DVP).

The System and Components have no obligation to invest its funds with or through the bank. All investments are made on a competitive basis. The depository bank, or its brokerage subsidiaries, will not be authorized as a broker for the System and Components in order to perfect ownership on a DVP settlement.

- a. Describe the safekeeping services that are available

**First Financial Bank currently uses Frost Bank of San Antonio, Texas as its third-party Safekeeping provider. First Financial must be informed by 11:00AM on settlement date to guarantee same day settlement of the security purchased by the University. There are no delays incurred by using Frost Bank as a correspondent bank.**

The System and Components may choose to purchase time deposits from the bank but all time deposits, like securities, will be competitively bid at the time of purchase and not be part of this contract except as regards collateral requirements.

**First Financial acknowledges the System and Components may choose to purchase time deposits on a competitive bid basis.**

## 7.9 Collateralization of Deposits

The Depository Contract shall address the following conditions for collateral. These requirements are absolute minimums and will not be altered.

In conformance with State law, the bank must agree to obtain and maintain acceptable collateral to cover all time and demand deposits above FDIC coverage daily during the contract period. The proposal must state agreement and compliance to the following terms and conditions on that collateral.

- a. All time and demand deposits will be collateralized at a minimum of a 102% margin on principal plus accrued interest daily, net of FDIC insurance.

**As a public entity, First Financial will collateralize funds in excess of FDIC insurance according to the Public Funds Collateral Act with Bank owned securities. First Financial will monitor balances daily and add securities as needed. First Financial will deliver a detailed monthly report itemizing the securities held on behalf of each Component. As new securities are added a Pledge Notice will be delivered.**

We encourage an open line of communication enabling the Bank to adjust pledged securities when large deposits are expected. First Financial uses Frost Bank of San Antonio for Safekeeping and Custodial Services.

A sample Collateral Report is provided as well as a sample Pledge Notice and written Authorization form to Release a Pledged Security. We will continue to provide collateral for Lamar State College, Orange's funds in excess of FDIC insurance with Bank owned securities valued not less than 102% of the funds on deposit.

- b. The bank will be contractually liable for the daily monitoring and maintaining of collateral at the System and Components required margin level of 102%.

**First Financial monitors account balances daily and will adjust collateral as needed with a margin no less than TSUS' requirement for 102%.**

- c. State the bank's acceptance of the collateral conditions above.

**First Financial agrees to the collateral conditions above.**

- d. Does the bank propose any collateral charges, if so how is the charge applied?

**First Financial Bank will not charge for collateralizing the Component's deposits.**

#### 7.10 Account Analysis

A monthly account analysis report must be provided for each account and on a consolidated basis for the System and each Component. After five business days of receipt of the monthly account analysis (and subsequent approval of the fees) the bank may direct debit the designated account for fees due if compensation is being calculated on a straight fee or combined fee/balance basis.

**First Financial Bank will provide a monthly account analysis statement for each individual account as well as a consolidated or group statement. First Financial Bank will document all services provided to each Component and apply earnings credit to the calculated service charges. If the calculation results in an amount due, First Financial Bank will direct debit bank services charges for the duration of the contract.**

A complete account analysis will be required monthly regardless of the payment basis.

- a. Provide a sample account analysis including calculation methodology.

**A sample account analysis statement is provided with an explanation of the calculation.**

**During the month, all service charges and paid interest is accrued. At the end of the month, all service charges are compiled and reported on the account analysis statement. During the month, the balances are recorded and the average ledger balance and total float are calculated and recorded on the account analysis statement.**

**We are proposing an earnings credit rate equal to 110% of the 4-week average 91 Day T-Bill rate during the prior month. For example, during the month of August 2018, the 4-week average 91 Day T-Bill rate was 2.0698%; therefore, the proposed earnings credit rate applied to bank service charges during August would be 2.27678%.**

**This premium rate provides each Component an advantage of reduced required balances to offset bank service charges.**

- b. Is the account analysis available online? In what format?

**Account Analysis statements are not yet available online; however, First Financial Bank has identified this option as a future enhancement.**

### 7.11 Monthly Statements

The bank must provide monthly account statements on all accounts with complete supporting documentation. All accounts must be on a calendar month cycle. Timeliness of statements is critical and non-performance will be grounds for termination of contract.

- a. Provide a sample monthly statement.

**A sample monthly statement is provided in the bid packet.**

- b. State when monthly statements will be available each month on paper and online.

**Monthly statements are mailed on the business day following the end of the statement cycle. The accounts will be cycled on a calendar month cycle.**

**Monthly statements are available online on the business day following the end of the statement cycle and available for at least 18 months.**

### 7.12 Stop Payments

The institutions do have occasional stop pays. An automated stop pay process is desired.

- a. Describe the process for initiating and monitoring stop pays.

**Stop Pay orders can be initiated online by authorized users. No follow-up documentation is required for stop pay orders initiated through Online Banking. However, if a Stop Pay request is made verbally, paper follow up is required within 14 days of the verbal request.**

**Stop payment orders are effective for 180 days and are immediately effective at the teller line. Stop Payment orders must be initiated online by 7:00PM for same day action.**

**Stop Pay history is available online through the Activity Center in Online Banking as well as through the Positive Pay system.**

## SECTION VIII – INSURANCE

### 8.1 Insurance

- 8.1.1 Contractor, consistent with its status as an independent contractor will carry and will cause its subcontractors to carry, at least the following insurance in the form, with companies admitted to do business in the State of Texas and having an A.M. Best Rating of A-VII or better, and in amounts (unless otherwise specified), as TSUS may require:
- 8.1.1.1 Workers' Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than
- Employers Liability - Each Accident \$1,000,000
  - Employers Liability - Each Employee \$1,000,000
  - Employers Liability - Policy Limit \$1,000,000
- Policies must include (a) Other States Endorsement to include TEXAS if business is domiciled outside the State of Texas, and (b) a waiver of all rights of subrogation and other rights in favor of TSUS;
- 8.1.1.2 Commercial General Liability Insurance with limits of not less than:
- Each Occurrence Limit \$1,000,000
  - Damage to Rented Premises \$ 100,000
  - Medical Expenses (any one person) \$ 10,000
  - Personal & Advertising Injury \$1,000,000
  - General Aggregate \$2,000,000
  - Products - Completed Operations Aggregate \$2,000,000
- 8.1.1.3 Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 Combined Single Limit Bodily Injury and Property Damage;
- 8.1.1.4 Errors and Omissions Insurance with limits of not less than \$1,000,000 per claim.
- 8.1.2 Contractor will deliver to TSUS:
- 8.1.2.1 Evidence satisfactory to TSUS in its sole discretion, evidencing the existence of all insurance after the execution and delivery of this Contract and prior to the performance or continued performance of any services to be performed by Contractor under this Contract.
- 8.1.2.2 Additional evidence, satisfactory to TSUS in its sole discretion, of the continued existence of all insurance not less than five (5) days prior to the expiration of any insurance. Insurance policies, with the exception of Workers' Compensation and Employer's Liability, shall be endorsed and name TSUS as an Additional Insured. All policies will be endorsed to provide a waiver of subrogation in favor of TSUS. All policies with the exception of Workers' Compensation and Employer's Liability will be endorsed to provide primary and non-contributory coverage. No policy shall be canceled until after thirty (30) days' unconditional written notice to TSUS. All policies shall be endorsed requiring the insurance carrier providing coverage to send notice to TSUS 30 days prior to any cancellation, material change, or non-renewal (60 days for non-renewal) relating to any insurance policy required herein.
- 8.1.3 The insurance policies required in this Agreement will be kept in force for the periods specified below:
- 8.1.3.1 Commercial General Liability Insurance, Business Automobile Liability Insurance; will be kept in force until receipt of Final Payment by TSUS to Contractor; and
- 8.1.3.2 Workers' Compensation Insurance and Employer's Liability Insurance will be kept in force until the Work has been fully performed and accepted by TSUS in writing.
- 8.1.3.3 Errors and Omissions Insurance will be kept in force an additional two years after the Work has been fully performed and accepted by TSUS in writing.

## SECTION X - TERMS & CONDITIONS

Items below apply to and become a part of proposal. Any exceptions there to must be in writing.

### 10.1 PROPOSAL REQUIREMENTS:

- 10.1.1 **Rules, Regulations & Statutes:** Proposers must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- 10.1.2 **Unit Price:** Proposers must price per unit shown. Unit prices shall govern in the event of extension errors.
- 10.1.3 **Submittance:** Proposals must be submitted on or before the specified opening date and time.
- 10.1.4 **Late or Unsigned Proposals:** Late and/or unsigned proposals will not be considered under any circumstances. Person signing the proposal must have the authority to bind the firm in a contract. The proposer (not the carrier/mail service/other or the TSUS) who is solely responsible for ensuring that the documentation is received in The Texas State University System's Office prior to the specified opening date and time.
- 10.1.5 **FOB Point:** Quote FOB destination, freight prepaid and allowed unless otherwise stated within the specifications.
- 10.1.6 **Pricing Firm:** Proposal prices are requested to be firm for TSUS acceptance for 180 days from proposal opening date (**unless otherwise stated in specifications**). "Discount from list" proposals are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts will be taken if earned.
- 10.1.7 **Tax Exempt:** Purchases made for State use are exempt from the State Sales tax and Federal Excise tax, per Texas Tax Code, Section 151.309(4). Do not include tax in the proposal.
- 10.1.8 **Right to accept or reject:** The State reserves the right to accept or reject all or any part of any proposal, waive minor technicalities and award the proposal to best serve the interests of the State.
- 10.1.9 **Withdrawal:** Any proposal may be withdrawn prior to the date and time set for receipt of proposals. Any proposal not so withdrawn shall constitute an irrevocable offer, for a period of 180 days, to provide the commodity or service set forth in the specifications, or until a selection has been made by The TSUS.
- 10.1.10 **Proposal Costs:** Proposers electing to respond to this RFP are responsible for any and all costs of proposal preparation. The TSUS is not liable for any costs incurred by a proposer in response to this RFP.
- 10.1.11 **Exceptions:** If a proposer takes exception to any specifications within this Request for Proposal, they must notify The TSUS in writing prior to the scheduled proposal opening date and time.
- 10.1.12 **Cost/Pricing:** All cost/pricing must be in United States dollars.
- 10.1.13 **Texas Public Information Act:** By submission of this Agreement, [Proposer] acknowledges that the Agreement, and the contents of any underlying proposals or other documents provided to [TSUS] in response to a competitive bid process from which the Agreement resulted, are public information under the Texas Public Information Act (Texas Government Code Chapter 552). [Proposer] agrees that [TSUS] may provide a copy of the Agreement and/or bid documents in response to a public information request, post the Agreement on its public website, or otherwise release the contents of the Agreement and/or bid documents at [TSUS's] discretion and without prior notice to [Proposer]. Proposer



acknowledges that the TSUS strictly adheres to all statutes, court decisions, and the opinions of the Texas Attorney General with respect to disclosure of public information.

## 10.2 SPECIFICATIONS

- 10.2.1 **Brand Name Descriptive:** Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Proposals on brands of like nature and quality will be considered unless otherwise stated in the Request for Proposal (RFP). If proposing other than brand referenced, proposal should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered are requested to be made part of the proposal. Failure to take exception to specifications or reference data will require proposer to furnish specified brand names, numbers, etc.
- 10.2.2 **New Items:** Unless otherwise specified, items shall be new and unused and of current production.
- 10.2.3 **Electrical Standards:** All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- 10.2.4 **Samples:** Samples, when requested, must be furnished free of expense to the State. Each sample should be marked with the proposer's name, address, and RFP number. Do not enclose in or attach proposal to sample. All samples become the property of The TSUS.
- 10.2.5 **Oral Statements:** TSUS will not be bound by any oral statement or representation contrary to the written specifications of the Request for Proposal (RFP).
- 10.2.6 **Manufacturer's Warranty:** Manufacturer's standard warranty shall apply unless otherwise stated in the RFP.
- 10.2.7 **Warranty-Product:** Proposer shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of TSUS. Proposer warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed in the RFP, and to the sample(s) furnished by Proposer, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
- 10.2.8 **Safety Warranty:** Proposer warrants that the product sold to TSUS shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, TSUS may return the product for correction or replacement at the Proposer's expense. In the event Proposer fails to make the appropriate correction within a reasonable time, correction made by TSUS will be at Proposer's expense.
- 10.2.9 **No Warranty by TSUS Against Infringements:** As part of this contract for sale Proposer agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement or the like. TSUS makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall TSUS be liable to Proposer for indemnification in the event that Proposer is sued on the grounds of infringement or the like. If Proposer is of the opinion that an infringement or the like will result, he will notify TSUS to this effect in writing within two weeks after the signing of this agreement. If TSUS does not receive notice and is subsequently held liable for the infringement or the like, Proposer will save TSUS harmless. If Proposer in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that TSUS will pay Proposer the reasonable cost of this search as to infringements.

### 10.3 DELIVERY

- 10.3.1 **Delivery Days:** Show number of days required to place material in receiving agency's designated location under normal conditions. Delivery days' mean calendar days, unless otherwise specified. Failure to state delivery time obligates proposer to deliver in 14 calendar days. Unrealistic delivery promises may cause proposal to be disregarded.
- 10.3.2 **Foreseen Delays:** If delay is foreseen, vendor shall give written notice to TSUS. Proposer must keep TSUS advised at all times of status of order. Default promised delivery (without accepted reasons) or failure to meet specifications authorizes TSUS to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting proposer.
- 10.3.3 **Substitutions:** No substitutions permitted without written approval of TSUS.
- 10.3.4 **Delivery Hours:** Delivery shall be made during normal working hours (8:00 a.m. to 4:00 p.m.) only, unless prior approval has been obtained from ordering agency.

### 10.4 INSPECTION AND TESTS

All goods will be subject to inspection and test by TSUS. Authorized TSUS personnel shall have access to supplier's place of business for the purpose of inspection merchandise. Tests shall be performed on samples submitted with the proposal or on samples taken from regular shipment. All costs shall be borne by the proposer in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at TSUS' option, be returned to the vendor or held for disposition at proposer's expense. Latent defects may result in revocation of acceptance.

### 10.5 AWARD OF CONTRACT

- 10.5.1 A response to this RFP is an offer to contract based upon the best price, terms, conditions and specifications contained herein. **Proposals do not become contracts until they are accepted through a purchase order.** The contract shall be governed, construed and interpreted under the laws of the State of Texas, and TSUS policy as the same may be amended from time to time. Any legal actions must be filed in Travis County, Austin, Texas.
- 10.6 **Incorporated Law:** In accordance with Texas Education Code 51.9335, any contract for the acquisition of goods and services to which an institution of higher education is a party, a provision required by applicable law to be included in the contract is considered to be a part of the executed contract without regard to:
- (1) whether the provision appears on the face of the contract; or
  - (2) whether the contract includes any provision to the contrary.
- 10.7 **Dispute Resolution:** If a dispute, or controversy, or claim arises out of or relates to this contract, the parties will make a good faith attempt to resolve the issues. If the dispute cannot be settled by the parties, the parties agree to follow the dispute resolution process in Chapter 2260 of the Texas Government Code.
- 10.8 **Tie Proposals:** Awards will be made in accordance with Rule 1 TAC Section 113.6 (b) and 113.8 (preferences).
- 10.9 **No Guarantee of Award:** TSUS makes no warranty or guarantee that an award will be made as a result of this RFP. TSUS reserves the right to accept or reject any or all proposals, waive any formalities or minor technical inconsistencies and delete any requirement or specification from this RFP or the Agreement when deemed to be in TSUS's best interest. TSUS reserves the right to seek clarification of any item contained in Proposer's proposal prior to final selection. Such clarification may be provided by telephone or personal meeting with or in writing to TSUS, at TSUS's

discretion. Representations made by Proposer within its proposal will be binding on Proposer. TSUS will not be bound to act by any previous communication or response submitted by Proposer, other than this RFP.

#### **10.10 CANCELLATION OF CONTRACT**

If contract is cancelled, for any reason, any prepaid fees shall be refunded on a pro-rated basis.

#### **10.11 PAYMENT**

Proposer shall submit an itemized invoice showing TSUS purchase order number. TSUS will incur no penalty for late payment, if payment is made in 30 or fewer days from receipt of goods or services on an uncontested invoice. Regardless of the invoice date, the payment process will begin when TSUS receives the authorized authorization/acceptance from the awarding department, or system components. TSUS may pay proposer for any goods or services provided utilizing any one of the following methods of payment:

- a) Paper check
- b) ACH
- c) Wire
- d) WEX Inc. Financial Services' AP Direct
- e) Procurement Card

#### **10.12 NON-DISCLOSURE**

No public disclosures or news releases pertaining to this RFP shall be made without prior written approval of TSUS.

#### **10.13 CONFLICTS**

In event of a conflict between standard proposal requirements and conditions and the attached detail specification, the detail specification shall govern.

#### **10.14 PATENTS OR COPYRIGHTS**

The vendor agrees to protect TSUS from claims involving infringement of patents or copyrights.

#### **10.15 PROPOSER ASSIGNMENTS**

Proposer hereby assigns to ordering agency any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and the antitrust laws of the State of Texas, TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967).

#### **10.16 FUNDING OUT CLAUSE**

TSUS reserves the right to cancel, without penalty, if funds are not appropriated or otherwise made available at any time during the contract period.

## 10.17 PROPOSER AFFIRMATION

Submitting this proposal with a false statement is material breach of contract and shall void the submitted proposal or any resulting contracts, and the proposer shall be removed from all proposal lists. By submitting this proposal, the proposer herein affirms:

- 10.17.1 The proposer has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal.
- 10.17.2 The proposer is not currently delinquent in the payment of any franchise tax owed with the Texas Comptroller of Public Accounts. For more information see the website for the Texas Comptroller of Public Accounts: <https://mycpa.cpa.state.tx.us/coa/>
- 10.17.3 Neither the proposer nor the firm, corporation, partnership, or institution represented by the proposer, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State or the Federal Antitrust Laws (See Section 11, above) nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
- 10.17.4 The proposer has not received compensation for participation in the preparation of the specifications for this RFP.
- 10.17.5 regarding child support, the proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any proposer subject to Section 231.006 must include the names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the proposal. This information must be provided prior to contract award.
- 10.17.6 Pursuant to Section 2155.004 Government code re: collection of state and local sales and use taxes, the proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- 10.17.7 The Proposer shall defend, indemnify, and hold harmless the State of Texas, TSUS, component institutions, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of proposer or any agent, employee, subcontractor, or supplier of contractor in the execution or performance of this contract.
- 10.17.8 Proposer agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas
- 10.17.9 Pursuant to Texas Government Code 2252.908 and Texas Ethic Commission Rule 46, for contracts that are either have a value of at least \$1 million or require approval of the TSUS Board of Regents, a business entity (vendor) must submit a copy of Disclosure of Interested Parties filed with the Texas Ethics Commission when the business entity submits the signed contract. No such contract may be presented to the TSUS Board of Regents for approval without the disclosure. Information on the Disclosure of Interested Parties can be found at <http://www.ethics.state.tx.us>.
- 10.17.10 Vendor Ethics -- Gratuities: As an agency of the State of Texas The Texas State University System holds the trust of the public. All Proposers and persons doing business with TSUS must provide the highest level of ethics and service in all business interactions. A Proposer shall not give, offer to give, nor intend to give at any time any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a System employee that might reasonably appear to influence the

employee in the discharge of official duties. TSUS may, by written notice to the Proposer, cancel this contract without liability to Proposer if it determined that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Proposer, or any agent or representative of the Proposer, to any officer or employee of TSUS with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the performing of such a contract. In the event this contract is cancelled by TSUS pursuant to this provision, TSUS shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Proposer in providing such gratuities.

- 10.17.11 Prohibition Against Personal Interest in Contracts: No employee of TSUS shall transact any business in their official capacity with any business entity of which they are officers, agents, or members, or in which they own a controlling interest unless the Texas State University System Board of Regents has reviewed the matter and determined that there is no conflict of interest. Any violation of the section, with the knowledge, expressed or implies, of the person or corporation contracting with TSUS shall render the contract involved voidable by TSUS.
- 10.17.12 Pursuant to Texas Government Code 2252.908 and Texas Ethic Commission Rule 46, for contracts that are either have a value of at least \$1 million or require approval of the TSUS Board of Regents, a business entity (vendor) must submit a copy of Disclosure of Interested Parties filed with the Texas Ethics Commission when the business entity submits the signed contract. No such contract may be presented to the TSUS Board of Regents for approval without the disclosure. Information on the Disclosure of Interested Parties can be found at <http://www.ethics.state.tx.us>.
- 10.17.13 Proposer certifies that they are in compliance with Texas Government Code, Title 6, Subtitle B, Section 669.003 of the Government Code, relating to contracting with the executive head of a State agency. If Section 669.003 applies, proposer will submit the following information with their response as an attachment in order for the proposal to be evaluated:  
Name of Former Executive: \_\_\_\_\_  
Name of State Agency: \_\_\_\_\_  
Date of separation from State Agency: \_\_\_\_\_  
Position with proposer: \_\_\_\_\_  
Date of Employment with proposer: \_\_\_\_\_
- 10.17.13 No Boycott of Israel: In accordance with Section 2270.002 of the Texas Government Code, Vendor does not, and will not during the term of this Agreement, engage in a boycott of Israel.
- 10.17.14 U.S. Produced Steel: Except as provided below the contract shall include a requirement that any iron or steel product produced through a manufacturing process and used in the Project shall be produced in the United States, within the meaning provided in Texas Government Code Section 2252.201.

Exemptions:

- a. Shall not apply to the Project for which the governing body of the Owner determines that.
  1. iron or steel products produced in the United States are not:
    - a. produced in sufficient quantities;
    - b. reasonably available; or
    - c. of a satisfactory quality;

2. use of iron or steel products produced in the United States will increase the total cost of the project by more than 20 percent; or
  3. comply with this Section is inconsistent with the public interest.
- b. Electrical components, equipment and systems, and appurtenances thereto, as described in Texas Government Code Section 2252.203 (b), are exempt from the requirements.

## 10.18 TECHNOLOGY ACCESS CLAUSE

The Proposer expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the Proposer represents and warrants to TSUS that the technology provided to TSUS for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of:

- providing equivalent access for effective use by both visual and non-visual means;
- presenting information, including prompts used for interactive communications, in format intended for non-visual use; and
- being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this paragraph, the phrase “equivalent access” means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Federal Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives

Access by Individuals with Disabilities. Proposer represents and warrants (the Electronic and Information Resources (EIR) Accessibility Warranty”) that the electronic and information resources and all associated information, documentation and support that it provides to the TSUS under the Agreement (collectively, the “EIRs”) comply with the applicable requirements set forth in Title 1, Chapter 213 of the Texas Administrative Code and Title 1, Chapter 206, Rule §206.70 of the Texas Administrative code (as authorized by Chapter 2054, Subchapter M of the Texas Government Code). To the extent Proposer becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Proposer represents and warrants that it will, at no cost to the TSUS, either (1) perform all necessary remediation to make EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event the Proposer fails or is unable to do so, then the TSUS may terminate the Agreement and Proposer will refund to the TSUS all amounts the TSUS has paid under the Agreement within thirty (30) days after the termination date.

All submissions must include all Voluntary Product Accessibility Templates (VPAT), Information Technology Industry Council (ITIC) and General Services Administration (GSA), that describes compliance with Section 508.

The Proposer agrees to protect, defend, and save the TSUS, its elected and appointed officials, agent, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of

defense thereof, arising in favor of the Proposer's employees or third parties on account of bodily and personal injuries, death, damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Proposer and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the TSUS under this Agreement with regard to Title 1, Chapter 213 of the *Texas Administrative Code* and Title 1, Chapter 206, Rule §206.70 of the *Texas Administrative Code* (as authorized by Chapter 2054, Subchapter M of the *Texas Government Code*.) United States Rehabilitation Act of 1973 and its amendments, Section 508; and World Wide Web Consortium (W3C), Web Accessibility Initiative (WAI), Web Content Accessibility Guidelines (WCAG) 1.0 and 2.0AA.

## 10.19 NOTICE TO PROPOSER

10.19.1 Any terms and conditions attached by the proposer to their proposal will not be considered unless specifically referred to in their response and may result in the disqualification of their proposal.

10.19.2 Equal opportunity – This contractor and subcontractor shall abide by the requirements of 41 CFR § 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, religion, color, national origin, sex, age, sexual orientation, gender identity. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, religion, color, national origin, sex, age, sexual orientation, gender identity, protected veteran status or disability.

10.19.3 In the event that TSUS is closed due to inclement weather and/or emergency situations at the time set aside for the published bid opening, the published due date will default to the next open business day at the same time.

**Monthly Statements**  
**Reports & Notices**



DATE PREPARED 8/15/18  
 DAYS IN STATEMENT CYCLE 31  
 Public Funds

JULY 2018

Lamar State College Orange  
 General Deposit Clearing Acct  
 410 W Front St  
 Orange TX 77630-5802

120001123876 1  
 GROUP SUMMARY ANALYSIS

OFFICER: William Love Jr  
 PHONE NO: (409) 883-3563  
 BRANCH: 120

AVERAGE DAILY LEDGER BALANCE	881,960.57
LESS AVERAGE DAILY FLOAT	1,352.50
AVERAGE DAILY COLLECTED BALANCE	880,608.07
LESS REQUIRED RESERVES	88,060.79
AVERAGE NET COLLECTED BALANCE	792,547.28

-----  
 EARNINGS ON \$792,547.28

1,176.27

SERVICE	ACTIVITY	UNIT PRICE	ACTIVITY CHARGE	REQUIRED BALANCES
Account Maintenance	5	15.0000	75.00	
Regulatory Balance Charge			24.85	
Debit Paid	132	.1200	15.84	
Credit Posted	106	.5000	53.00	
On-Us Item Deposited	8	.0000	.00	
Foreign Item Deposited	36	.0900	3.24	
Interest Paid			1,232.56	
Credit Back	1	3.0000	3.00	
Wire Transfer - Outgoing	10	15.0000	150.00	
ACH Origination - standard	1	15.0000	15.00	
ACH Orig File - standard	18	5.0000	90.00	
ACH Orig Item - standard	335	.1000	33.50	
Remote Deposit - standard	1	25.0000	25.00	
Remote Deposit Item - standard	44	.0800	3.52	

-----  
 TOTAL SERVICES AND REQUIRED BALANCES 1,724.51

CURRENT MONTH NET LOSS 548.24-

-----  
 CHARGES WAIVED 548.24-

DATE PREPARED 8/15/18  
 DAYS IN STATEMENT CYCLE 31  
 Public Funds

JULY 2018

Lamar State College Orange  
 General Deposit Clearing Acct  
 410 W Front St  
 Orange TX 77630-5802

120001123876 2  
 GROUP SUMMARY ANALYSIS

OFFICER: William Love Jr  
 PHONE NO: (409) 883-3563  
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LESS AVERAGE DAILY FLOAT	1,352.50
AVERAGE DAILY COLLECTED BALANCE	880,608.07
LESS REQUIRED RESERVES	88,060.79
AVERAGE NET COLLECTED BALANCE	792,547.28

-----  
 EARNINGS ON \$792,547.28

1,176.27

SERVICE	ACTIVITY	UNIT PRICE	ACTIVITY CHARGE	REQUIRED BALANCES
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ACCOUNTS INCLUDED:

120001123876  
 120001123918

120001123884

120001123892

120001123900

LAST PAGE

DATE PREPARED 8/15/18  
 DAYS IN STATEMENT CYCLE 31  
 Public Funds

JULY 2018

Lamar State College Orange  
 General Disbursement  
 Clearing Account  
 410 W Front St  
 Orange TX 77630-5802

120001123884 1  
 INDIVIDUAL SUMMARY ANALYSIS

OFFICER: William Love Jr  
 PHONE NO: (409) 883-3563  
 BRANCH: 120

AVERAGE DAILY LEDGER BALANCE	.00
LESS AVERAGE DAILY FLOAT	.00
AVERAGE DAILY COLLECTED BALANCE	.00
LESS REQUIRED RESERVES 10.000%	.00
AVERAGE NET COLLECTED BALANCE	.00

-----  
 EARNINGS ON \$ .00  
 AT 1.747500% .00  
 -----

SERVICE	ACTIVITY	UNIT PRICE	ACTIVITY CHARGE	REQUIRED BALANCES
Account Maintenance	1	15.0000	15.00	10,106.60
Debit Paid	71	.1200	8.52	5,740.55
TOTAL SERVICES AND REQUIRED BALANCES			23.52	15,847.15
CURRENT MONTH NET LOSS			23.52-	15,847.15
CHARGES WAIVED			23.52-	

THIS ACCOUNT IS LINKED WITH OTHER RELATED ACCOUNTS  
 FOR SERVICE CHARGE CALCULATION.

SERVICE CHARGE IF APPLICABLE WILL BE CHARGED TO  
 PRIMARY ACCOUNT NUMBER 120001123876

PO Box 701, Abilene, TX 79604

**PLEASE EXAMINE AT ONCE**

Check your statement and enclosures, and report any discrepancies within thirty (30) days. Please direct any phone inquiries regarding your accounts to (888) 588-2623. Written inquiries should be sent to the address listed, attention: Research.

*****AUTO**SCH 5-DIGIT 77630	Date 8/31/18	Page 1
19634 1.4040 AV 0.378 63 1 175	Primary Account	120001123884
	Enclosures	95
Lamar State College Orange		
General Disbursement		
Clearing Account		
410 W Front St		
Orange TX 77630-5802		

----- S U M M A R Y O F A C C O U N T S -----

Account Number	Account Description	Current Balance	Enclosures
120001123884	Public Funds Checking	.00	95

----- C H E C K I N G A C C O U N T -----

Account Title: Lamar State College Orange  
 General Disbursement  
 Clearing Account

Public Funds Checking		Enclosures	95
Account Number	120001123884	Statement Dates	8/01/18 thru 9/03/18
Previous Balance	.00	Days in the statement period	34
20 Deposits/Credits	1,799,937.75	Average Ledger	.00
120 Checks/Debits	1,799,937.75	Average Collected	.00
Monthly Maintain Fee	.00		
Interest Pd This Stmt	.00		
Ending Balance	.00		

----- M I S C E L L A N E O U S C R E D I T S -----

Date	Description	Amount
8/02	Transfer from DDA	72,638.28
	Acct No. 120001123876-D	
8/06	Transfer from DDA	41,126.61
	Acct No. 120001123876-D	
8/07	Transfer from DDA	20,394.43
	Acct No. 120001123876-D	
8/08	Transfer from DDA	585.78
	Acct No. 120001123876-D	
8/09	Transfer from DDA	1,801.51
	Acct No. 120001123876-D	
8/13	Transfer from DDA	231.19
	Acct No. 120001123876-D	
8/14	Transfer from DDA	32,259.38
	Acct No. 120001123876-D	
8/15	Transfer from DDA	15,803.66
	Acct No. 120001123876-D	

\*An asterisk by a check indicates the preceding check (or checks) is still outstanding or was included on a previous statement.

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# Checkbook Reconciliation

## CHECKS OUTSTANDING

Date or Number	Amount
<b>TOTAL</b>	

**ENTER**  
Balance This Statement      \$ \_\_\_\_\_

**ADD**  
Recent Deposits  
(Not Credited On This Statement)      \_\_\_\_\_

**TOTAL**      \_\_\_\_\_

► **SUBTRACT**  
Checks Outstanding      \_\_\_\_\_

**BALANCE**      \$ \_\_\_\_\_

Should agree with your checkbook balance after deducting charges and adding credits included on this statement, but not shown in your checkbook

PLEASE REPORT ANY DISCREPANCIES WITHIN 30 DAYS

**In Case of Errors or Questions About Your Electronic Transfers**  
Telephone us at (888) 588-2623  
or  
Write us at PO Box 701, Abilene, Texas 79604

We are capable of handling WEB code, TEL code and paper check conversion transactions, which may or may not apply to your account. These transactions may be initiated by a third party (normally a merchant) that has provided you with goods, services, or is in the process of collecting an insufficient check. These transactions will appear on your statement like an ATM or debit card transaction. Your authorization to make these types of electronic fund transfers may be expressed in writing or implied through the posting of a sign. Merchants may also receive authorization by telephone or through the internet. You should use caution and only provide your bank and account information to trusted third parties that you have authorized to initiate electronic fund transfers. Third parties may charge fees disclosed to you. We have no control over third party fees.

**ERROR RESOLUTION NOTICE**

In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed in this disclosure, as soon as you can, if you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number.
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

PO Box 701, Abilene, TX 79604

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Check your statement and enclosures, and report any discrepancies within thirty (30) days. Please direct any phone inquiries regarding your accounts to (888) 588-2623. Written inquiries should be sent to the address listed, attention: Research.

Lamar State College Orange  
 General Disbursement  
 Clearing Account  
 410 W Front St  
 Orange TX 77630-5802

Date 8/31/18                      Page 2  
 Primary Account                  120001123884  
 Enclosures                              95

----- MISCELLANEOUS CREDITS -----

Date	Description	Amount
8/16	Transfer from DDA Acct No. 120001123876-D	52,896.77
8/17	Transfer from DDA Acct No. 120001123876-D	3,636.14
8/20	Transfer from DDA Acct No. 120001123876-D	3,998.33
8/21	Transfer from DDA Acct No. 120001123876-D	16,980.97
8/22	Transfer from DDA Acct No. 120001123876-D	369,504.90
8/23	Transfer from DDA Acct No. 120001123876-D	50,072.76
8/24	Transfer from DDA Acct No. 120001123876-D	70,430.87
8/27	Transfer from DDA Acct No. 120001123876-D	791,383.84
8/28	Transfer from DDA Acct No. 120001123876-D	9,790.33
8/29	Transfer from DDA Acct No. 120001123876-D	100,327.08
8/30	Transfer from DDA Acct No. 120001123876-D	14,285.17
8/31	Transfer from DDA Acct No. 120001123876-D	131,789.75

----- MISCELLANEOUS DEBITS -----

Date	Description	Amount
8/02	INVOICE LAMAR STATE COLL PPD	1,939.03-
8/02	LAMAR STATE COLLEGE OR INVOICE LAMAR STATE COLL CTX 760695669	70,424.25-
8/06	INVOICE LAMAR STATE COLL PPD	3,178.22-
8/06	LAMAR STATE COLLEGE OR INVOICE LAMAR STATE COLL CTX 760695669	33,508.57-
8/07	INVOICE LAMAR STATE COLL PPD	163.89-

\*An asterisk by a check indicates the preceding check (or checks) is still outstanding or was included on a previous statement.

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Lamar State College Orange  
 General Disbursement  
 Clearing Account  
 410 W Front St  
 Orange TX 77630-5802

Date 8/31/18 Page 4  
 Primary Account 120001123884  
 Enclosures 95

MISCELLANEOUS DEBITS

Date	Description	Amount
8/29	INVOICE LAMAR STATE COLL CTX 760695669	4,779.28-
8/29	INVOICE LAMAR STATE COLL PPD LAMAR STATE COLLEGE OR	80,341.20-
8/30	INVOICE LAMAR STATE COLL CTX 760695669	9,694.50-
8/31	INVOICE LAMAR STATE COLL CTX 760695669	8,396.00-
8/31	INVOICE LAMAR STATE COLL PPD LAMAR STATE COLLEGE OR	122,150.75-

C H E C K S		I N		S E R I A L		N U M B E R		O R D E R	
Date	Check No	Amount	Date	Check No	Amount	Date	Check No	Amount	
8/02	16264	275.00	8/24	16400	3,000.00	8/21	16423	568.10	
8/16	16364*	800.00	8/06	16401	28.95	8/20	16424	1,620.86	
8/07	16366*	400.00	8/07	16402	132.15	8/20	16425	1,188.09	
8/07	16368*	62.96	8/21	16403	1,695.00	8/17	16426	1,193.64	
8/09	16379*	200.00	8/14	16404	308.04	8/20	16427	147.50	
8/24	16380	11,142.00	8/14	16405	27.96	8/20	16428	500.00	
8/06	16382*	1,800.00	8/13	16406	231.19	8/20	16429	541.88	
8/07	16383	1,523.33	8/17	16407	1,677.50	8/22	16430	5,625.00	
8/06	16384	400.00	8/22	16408	94.11	8/14	16431	395.60	
8/07	16385	512.63	8/15	16409	45.00	8/21	16432	47.65	
8/07	16386	15.82	8/14	16410	759.44	8/22	16433	341.00	
8/07	16387	360.84	8/29	16411	2,779.40	8/23	16434	1,500.00	
8/07	16388	42.61	8/14	16412	7,333.56	8/17	16435	82.50	
8/07	16389	287.55	8/16	16413	50.46	8/21	16436	257.30	
8/06	16390	100.00	8/09	16414	1,492.00	8/22	16437	76.23	
8/06	16391	10.87	8/17	16415	600.00	8/22	16438	854.79	
8/07	16392	110.00	8/16	16416	18.48	8/21	16439	69.50	
8/08	16394*	585.78	8/15	16417	5,450.00	8/22	16440	362,513.77	
8/07	16395	45.49	8/15	16418	160.00	8/23	16442*	13,556.36	
8/06	16396	2,100.00	8/16	16419	993.98	8/29	16443	200.00	
8/17	16397	82.50	8/15	16420	161.28	8/24	16444	162.00	
8/07	16398	49.00	8/21	16421	14,167.44	8/29	16446*	49.00	
8/09	16399	109.51	8/21	16422	175.98	8/29	16447	1,547.78	

\* Missing Serial Number

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Lamar State College Orange  
 General Disbursement  
 Clearing Account  
 410 W Front St  
 Orange TX 77630-5802

Date 8/31/18 Page 5  
 Primary Account 120001123884  
 Enclosures 95

----- C H E C K S I N S E R I A L N U M B E R O R D E R -----								
Date	Check No	Amount	Date	Check No	Amount	Date	Check No	Amount
8/28	16448	919.20	8/29	16457	107.08	8/28	16470*	133.12
8/28	16449	304.23	8/30	16458	800.00	8/29	16471	308.04
8/28	16450	2,383.78	8/30	16459	943.98	8/31	16472	1,243.00
8/30	16451	403.43	8/28	16461*	6,050.00	8/29	16473	5,600.00
8/30	16452	15.82	8/27	16462	54.29	8/30	16474	45.00
8/30	16453	429.11	8/30	16464*	10.00	8/30	16475	750.00
8/30	16454	23.14	8/30	16465	610.68	8/29	16478*	3,014.50
8/30	16455	109.51	8/27	16466	1,680.00	8/29	16481*	1,450.80
8/29	16456	150.00	8/30	16468*	450.00			

\* Missing Serial Number

----- D A I L Y E N D I N G B A L A N C E -----						
Date	Balance	Date	Balance	Date	Balance	
8/01	.00	8/14	.00	8/23	.00	
8/02	.00	8/15	.00	8/24	.00	
8/06	.00	8/16	.00	8/27	.00	
8/07	.00	8/17	.00	8/28	.00	
8/08	.00	8/20	.00	8/29	.00	
8/09	.00	8/21	.00	8/30	.00	
8/13	.00	8/22	.00	8/31	.00	

\*An asterisk by a check indicates the preceding check (or checks) is still outstanding or was included on a previous statement.



THIS CHECK IS VOID WITHOUT A RED & GRAY BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK. HOLD AT ANGLE TO VIEW

**Lamar State College - Orange**  
410 Front St., Orange, TX 77630-5899  
General Disbursement Clearing Account

First Financial Bank, NA  
812 North Sagemore St.  
PO Box 770  
Orange, TX 77611-0730  
88-121913

31016264

Check Date: 08/25/18  
Check Amount: \$\*\*\*\*\*275.00  
This Check Void After 180 Days

PAY \*\*Two Hundred Seventy-Five & 00/100\*\*\*\*\*  
TO THE ORDER OF  
Little Cypress Mauriceville CISD  
LCM ATHLETIC BOOSTER CLUB  
ATTN: DONNA ALFORD  
5425 Old Hwy 87  
Orange TX 77632

Authorized Signature: *[Signature]*  
AUTHORIZED SIGNATURE REQUIRED

⑆016364⑆ ⑆11301122⑆ ⑆120001123884⑆

Ck# 16264 Date 08/02/2018 \$275.00

THIS CHECK IS VOID WITHOUT A RED & GRAY BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK. HOLD AT ANGLE TO VIEW

**Lamar State College - Orange**  
410 Front St., Orange, TX 77630-5899  
General Disbursement Clearing Account

First Financial Bank, NA  
812 North Sagemore St.  
PO Box 770  
Orange, TX 77611-0730  
88-121913

31016364

Check Date: 07/20/18  
Check Amount: \$\*\*\*\*\*800.00  
This Check Void After 180 Days

PAY \*\*Eight Hundred & 00/100\*\*\*\*\*  
TO THE ORDER OF  
G Cap Communications, Inc  
dba KOGT Radio  
60 Box 1867  
Orange TX 77631

Authorized Signature: *[Signature]*  
AUTHORIZED SIGNATURE REQUIRED

⑆016364⑆ ⑆11301122⑆ ⑆120001123884⑆

Ck# 16364 Date 08/16/2018 \$800.00

THIS CHECK IS VOID WITHOUT A RED & GRAY BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK. HOLD AT ANGLE TO VIEW

**Lamar State College - Orange**  
410 Front St., Orange, TX 77630-5899  
General Disbursement Clearing Account

First Financial Bank, NA  
812 North Sagemore St.  
PO Box 770  
Orange, TX 77611-0730  
88-121913

31016366

Check Date: 07/20/18  
Check Amount: \$\*\*\*\*\*400.00  
This Check Void After 180 Days

PAY \*\*Four Hundred & 00/100\*\*\*\*\*  
TO THE ORDER OF  
Willie A. Hairston  
2701 Fairway Dr  
Orange TX 77630

Authorized Signature: *[Signature]*  
AUTHORIZED SIGNATURE REQUIRED

⑆016366⑆ ⑆11301122⑆ ⑆120001123884⑆

Ck# 16366 Date 08/07/2018 \$400.00

THIS CHECK IS VOID WITHOUT A RED & GRAY BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK. HOLD AT ANGLE TO VIEW

**Lamar State College - Orange**  
410 Front St., Orange, TX 77630-5899  
General Disbursement Clearing Account

First Financial Bank, NA  
812 North Sagemore St.  
PO Box 770  
Orange, TX 77611-0730  
88-121913

31016368

Check Date: 07/20/18  
Check Amount: \$\*\*\*\*\*62.96  
This Check Void After 180 Days

PAY \*\*Sixty-Two & 96/100\*\*\*\*\*  
TO THE ORDER OF  
Home Depot USA, Inc  
Home Depot Credit Services  
Dept: 32-2540622051  
PO Box 6031  
The Lakes NV 88901-2031

Authorized Signature: *[Signature]*  
AUTHORIZED SIGNATURE REQUIRED

⑆016368⑆ ⑆11301122⑆ ⑆120001123884⑆

Ck# 16368 Date 08/07/2018 \$62.96

THIS CHECK IS VOID WITHOUT A RED & GRAY BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK. HOLD AT ANGLE TO VIEW

**Lamar State College - Orange**  
410 Front St., Orange, TX 77630-5899  
General Disbursement Clearing Account

First Financial Bank, NA  
812 North Sagemore St.  
PO Box 770  
Orange, TX 77611-0730  
88-121913

31016379

Check Date: 07/20/18  
Check Amount: \$\*\*\*\*\*200.00  
This Check Void After 180 Days

PAY \*\*Two Hundred & 00/100\*\*\*\*\*  
TO THE ORDER OF  
West Orange Cove CISD  
WOB-HS Journalism  
Attn: Mari Elton Jacobs  
1400 Newton  
Orange TX 77630

Authorized Signature: *[Signature]*  
AUTHORIZED SIGNATURE REQUIRED

⑆016379⑆ ⑆11301122⑆ ⑆120001123884⑆

Ck# 16379 Date 08/09/2018 \$200.00

THIS CHECK IS VOID WITHOUT A RED & GRAY BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK. HOLD AT ANGLE TO VIEW

**Lamar State College - Orange**  
410 Front St., Orange, TX 77630-5899  
General Disbursement Clearing Account

First Financial Bank, NA  
812 North Sagemore St.  
PO Box 770  
Orange, TX 77611-0730  
88-121913

31016380

Check Date: 07/25/18  
Check Amount: \$\*\*\*\*\*1,142.00  
This Check Void After 180 Days

PAY \*\*Eleven Thousand One Hundred Forty-Two & 00/100\*\*\*\*\*  
TO THE ORDER OF  
Pirestone Polymers LLC  
5713 FM 1006  
Orange TX 77630

Authorized Signature: *[Signature]*  
AUTHORIZED SIGNATURE REQUIRED

⑆016380⑆ ⑆11301122⑆ ⑆120001123884⑆ ⑆0001114200⑆

Ck# 16380 Date 08/24/2018 \$11,142.00

THIS CHECK IS VOID WITHOUT A RED & GRAY BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK. HOLD AT ANGLE TO VIEW

**Lamar State College - Orange**  
410 Front St., Orange, TX 77630-5899  
General Disbursement Clearing Account

First Financial Bank, NA  
812 North Sagemore St.  
PO Box 770  
Orange, TX 77611-0730  
88-121913

31016382

Check Date: 07/25/18  
Check Amount: \$\*\*\*\*\*1,800.00  
This Check Void After 180 Days

PAY \*\*One Thousand Eight Hundred & 00/100\*\*\*\*\*  
TO THE ORDER OF  
Lamar State College Port Arthur  
Finance Office  
Attn: Randy Ludwig  
PO Box 310  
Port Arthur TX 77641-0310

Authorized Signature: *[Signature]*  
AUTHORIZED SIGNATURE REQUIRED

⑆016382⑆ ⑆11301122⑆ ⑆120001123884⑆

Ck# 16382 Date 08/06/2018 \$1,800.00

THIS CHECK IS VOID WITHOUT A RED & GRAY BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK. HOLD AT ANGLE TO VIEW

**Lamar State College - Orange**  
410 Front St., Orange, TX 77630-5899  
General Disbursement Clearing Account

First Financial Bank, NA  
812 North Sagemore St.  
PO Box 770  
Orange, TX 77611-0730  
88-121913

31016383

Check Date: 07/30/18  
Check Amount: \$\*\*\*\*\*1,523.33  
This Check Void After 180 Days

PAY \*\*One Thousand Five Hundred Twenty-Three & 33/100\*\*\*\*\*  
TO THE ORDER OF  
A T T  
PO Box 105414  
Atlanta GA 30348-5414

Authorized Signature: *[Signature]*  
AUTHORIZED SIGNATURE REQUIRED

⑆016383⑆ ⑆11301122⑆ ⑆120001123884⑆

Ck# 16383 Date 08/07/2018 \$1,523.33

THIS CHECK IS VOID WITHOUT A RED & GRAY BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK. HOLD AT ANGLE TO VIEW

**Lamar State College - Orange**  
410 Front St., Orange, TX 77630-5899  
General Disbursement Clearing Account

First Financial Bank, NA  
812 North Sagemore St.  
PO Box 770  
Orange, TX 77611-0730  
88-121913

31016384

Check Date: 07/30/18  
Check Amount: \$\*\*\*\*\*400.00  
This Check Void After 180 Days

PAY \*\*Four Hundred & 00/100\*\*\*\*\*  
TO THE ORDER OF  
#53 Bridge City Bahn  
113123528  
BJHR Inc dba Penny-County Record  
PO Box 1008  
Bridge City TX 77611

Authorized Signature: *[Signature]*  
AUTHORIZED SIGNATURE REQUIRED

⑆016384⑆ ⑆11301122⑆ ⑆120001123884⑆

Ck# 16384 Date 08/06/2018 \$400.00

THIS CHECK IS VOID WITHOUT A RED & GRAY BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK. HOLD AT ANGLE TO VIEW

**Lamar State College - Orange**  
410 Front St., Orange, TX 77630-5899  
General Disbursement Clearing Account

First Financial Bank, NA  
812 North Sagemore St.  
PO Box 770  
Orange, TX 77611-0730  
88-121913

31016385

Check Date: 07/30/18  
Check Amount: \$\*\*\*\*\*512.63  
This Check Void After 180 Days

PAY \*\*Five Hundred Twelve & 63/100\*\*\*\*\*  
TO THE ORDER OF  
City of Orange  
P O Box 528  
Orange TX 77631-0520

Authorized Signature: *[Signature]*  
AUTHORIZED SIGNATURE REQUIRED

⑆016385⑆ ⑆11301122⑆ ⑆120001123884⑆

Ck# 16385 Date 08/07/2018 \$512.63

THIS CHECK IS VOID WITHOUT A RED & GRAY BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK. HOLD AT ANGLE TO VIEW

**Lamar State College - Orange**  
410 Front St., Orange, TX 77630-5899  
General Disbursement Clearing Account

First Financial Bank, NA  
812 North Sagemore St.  
PO Box 770  
Orange, TX 77611-0730  
88-121913

31016386

Check Date: 07/30/18  
Check Amount: \$\*\*\*\*\*15.82  
This Check Void After 180 Days

PAY \*\*Fifteen & 82/100\*\*\*\*\*  
TO THE ORDER OF  
City of Orange  
P O Box 528  
Orange TX 77631-0520

Authorized Signature: *[Signature]*  
AUTHORIZED SIGNATURE REQUIRED

⑆016386⑆ ⑆11301122⑆ ⑆120001123884⑆

Ck# 16386 Date 08/07/2018 \$15.82

THIS CHECK IS VOID WITHOUT A RED & GRAY BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK. HOLD AT ANGLE TO VIEW

**Lamar State College - Orange**  
410 Front St., Orange, TX 77630-5899  
General Disbursement Clearing Account

First Financial Bank, NA  
812 North Sagemore St.  
PO Box 770  
Orange, TX 77611-0730  
88-121913

31016387

Check Date: 07/30/18  
Check Amount: \$\*\*\*\*\*360.84  
This Check Void After 180 Days

PAY \*\*Three Hundred Sixty & 84/100\*\*\*\*\*  
TO THE ORDER OF  
D S Waters of America, LP  
Sparkletts Drinking Water  
PO Box 660379  
Dallas TX 75266-0579

Authorized Signature: *[Signature]*  
AUTHORIZED SIGNATURE REQUIRED

⑆016387⑆ ⑆11301122⑆ ⑆120001123884⑆

Ck# 16387 Date 08/07/2018 \$360.84

STMTS0901201800002535019888040700000000



THIS CHECK IS VOID WITHOUT A RED & GRAY BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK. HOLD AT ANGLE TO VIEW

**Lamar State College - Orange**  
410 Front St., Orange, TX 77630-5899  
General Disbursement Clearing Account

First Financial Bank, NA  
812 North Sagemore St.  
PO Box 170  
Orange, TX 77631-0730  
88-1123113

31016388

Check Date: 07/30/18  
Check Amount: \$\*\*\*\*\*42.61  
This Check Void After 180 Days

PAY **\*\*Forty-Two & 61/100\*\*\*\*\***

TO THE ORDER OF  
D S Waters of America, LP  
Sparkletts Drinking Water  
PO Box 660579  
Dallas TX 75266-0579

*Jm Sle*  
AUTHORIZED SIGNATURE REQUIRED

#0 16388 # 111301122 # 120001123884

Ck# 16388 Date 08/07/2018 \$42.61

THIS CHECK IS VOID WITHOUT A RED & GRAY BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK. HOLD AT ANGLE TO VIEW

**Lamar State College - Orange**  
410 Front St., Orange, TX 77630-5899  
General Disbursement Clearing Account

First Financial Bank, NA  
812 North Sagemore St.  
PO Box 170  
Orange, TX 77631-0730  
88-1123113

31016389

Check Date: 07/30/18  
Check Amount: \$\*\*\*\*\*287.55  
This Check Void After 180 Days

PAY **\*\*Two Hundred Eighty-Seven & 55/100\*\*\*\*\***

TO THE ORDER OF  
D S Waters of America, LP  
Sparkletts Drinking Water  
PO Box 660579  
Dallas TX 75266-0579

*Jm Sle*  
AUTHORIZED SIGNATURE REQUIRED

#0 16389 # 111301122 # 120001123884

Ck# 16389 Date 08/07/2018 \$287.55

THIS CHECK IS VOID WITHOUT A RED & GRAY BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK. HOLD AT ANGLE TO VIEW

**Lamar State College - Orange**  
410 Front St., Orange, TX 77630-5899  
General Disbursement Clearing Account

First Financial Bank, NA  
812 North Sagemore St.  
PO Box 170  
Orange, TX 77631-0730  
88-1123113

31016390

Check Date: 07/30/18  
Check Amount: \$\*\*\*\*\*100.00  
This Check Void After 180 Days

PAY **\*\*One Hundred & 00/100\*\*\*\*\***

TO THE ORDER OF  
East Texas Support Services Inc dba Kiddie Country Childcare  
702 S Peachtree St  
Jasper TX 75951

*Jm Sle*  
AUTHORIZED SIGNATURE REQUIRED

#0 16390 # 111301122 # 120001123884

Ck# 16390 Date 08/06/2018 \$100.00

THIS CHECK IS VOID WITHOUT A RED & GRAY BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK. HOLD AT ANGLE TO VIEW

**Lamar State College - Orange**  
410 Front St., Orange, TX 77630-5899  
General Disbursement Clearing Account

First Financial Bank, NA  
812 North Sagemore St.  
PO Box 170  
Orange, TX 77631-0730  
88-1123113

31016391

Check Date: 07/30/18  
Check Amount: \$\*\*\*\*\*10.87  
This Check Void After 180 Days

PAY **\*\*Ten & 87/100\*\*\*\*\***

TO THE ORDER OF  
Federal Express Corporation  
P O Box 371661  
Pittsburgh PA 15250-7461

*Jm Sle*  
AUTHORIZED SIGNATURE REQUIRED

#0 16391 # 111301122 # 120001123884

Ck# 16391 Date 08/06/2018 \$10.87

THIS CHECK IS VOID WITHOUT A RED & GRAY BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK. HOLD AT ANGLE TO VIEW

**Lamar State College - Orange**  
410 Front St., Orange, TX 77630-5899  
General Disbursement Clearing Account

First Financial Bank, NA  
812 North Sagemore St.  
PO Box 170  
Orange, TX 77631-0730  
88-1123113

31016392

Check Date: 07/30/18  
Check Amount: \$\*\*\*\*\*110.00  
This Check Void After 180 Days

PAY **\*\*One Hundred Ten & 00/100\*\*\*\*\***

TO THE ORDER OF  
J Scotts Aflorist  
130 Strickland Dr  
Orange TX 77630

*Jm Sle*  
AUTHORIZED SIGNATURE REQUIRED

#0 16392 # 111301122 # 120001123884

Ck# 16392 Date 08/07/2018 \$110.00

THIS CHECK IS VOID WITHOUT A RED & GRAY BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK. HOLD AT ANGLE TO VIEW

**Lamar State College - Orange**  
410 Front St., Orange, TX 77630-5899  
General Disbursement Clearing Account

First Financial Bank, NA  
812 North Sagemore St.  
PO Box 170  
Orange, TX 77631-0730  
88-1123113

31016394

Check Date: 07/30/18  
Check Amount: \$\*\*\*\*\*585.78  
This Check Void After 180 Days

PAY **\*\*Five Hundred Eighty-Five & 78/100\*\*\*\*\***

TO THE ORDER OF  
OCLC Online Computer Library Center, Inc  
P O Box 5405  
Denver CO 80217-5405

*Jm Sle*  
AUTHORIZED SIGNATURE REQUIRED

#0 16394 # 111301122 # 120001123884

Ck# 16394 Date 08/08/2018 \$585.78

THIS CHECK IS VOID WITHOUT A RED & GRAY BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK. HOLD AT ANGLE TO VIEW

**Lamar State College - Orange**  
410 Front St., Orange, TX 77630-5899  
General Disbursement Clearing Account

First Financial Bank, NA  
812 North Sagemore St.  
PO Box 170  
Orange, TX 77631-0730  
88-1123113

31016395

Check Date: 07/30/18  
Check Amount: \$\*\*\*\*\*45.49  
This Check Void After 180 Days

PAY **\*\*Forty-Five & 49/100\*\*\*\*\***

TO THE ORDER OF  
Phi Theta Kappa  
Attn Recognition Services  
PO Box 13729  
Jackson MS 39236-3729

*Jm Sle*  
AUTHORIZED SIGNATURE REQUIRED

#0 16395 # 111301122 # 120001123884

Ck# 16395 Date 08/07/2018 \$45.49

THIS CHECK IS VOID WITHOUT A RED & GRAY BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK. HOLD AT ANGLE TO VIEW

**Lamar State College - Orange**  
410 Front St., Orange, TX 77630-5899  
General Disbursement Clearing Account

First Financial Bank, NA  
812 North Sagemore St.  
PO Box 170  
Orange, TX 77631-0730  
88-1123113

31016396

Check Date: 07/30/18  
Check Amount: \$\*\*\*\*\*2,100.00  
This Check Void After 180 Days

PAY **\*\*Two Thousand One Hundred & 00/100\*\*\*\*\***

TO THE ORDER OF  
Mr Rodney J. Rhodes  
3784 Carpenter Ext  
Orange TX 77630

*Jm Sle*  
AUTHORIZED SIGNATURE REQUIRED

#0 16396 # 111301122 # 120001123884

Ck# 16396 Date 08/06/2018 \$2,100.00

THIS CHECK IS VOID WITHOUT A RED & GRAY BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK. HOLD AT ANGLE TO VIEW

**Lamar State College - Orange**  
410 Front St., Orange, TX 77630-5899  
General Disbursement Clearing Account

First Financial Bank, NA  
812 North Sagemore St.  
PO Box 170  
Orange, TX 77631-0730  
88-1123113

31016397

Check Date: 07/30/18  
Check Amount: \$\*\*\*\*\*82.50  
This Check Void After 180 Days

PAY **\*\*Eighty-Two & 50/100\*\*\*\*\***

TO THE ORDER OF  
TrainRight, Inc  
5036 Trail Lake Drive  
Ste 100  
Plano TX 75093

*Jm Sle*  
AUTHORIZED SIGNATURE REQUIRED

#0 16397 # 111301122 # 120001123884

Ck# 16397 Date 08/17/2018 \$82.50

THIS CHECK IS VOID WITHOUT A RED & GRAY BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK. HOLD AT ANGLE TO VIEW

**Lamar State College - Orange**  
410 Front St., Orange, TX 77630-5899  
General Disbursement Clearing Account

First Financial Bank, NA  
812 North Sagemore St.  
PO Box 170  
Orange, TX 77631-0730  
88-1123113

31016398

Check Date: 07/30/18  
Check Amount: \$\*\*\*\*\*49.00  
This Check Void After 180 Days

PAY **\*\*Forty-Nine & 00/100\*\*\*\*\***

TO THE ORDER OF  
YP LLC  
PO Box 5010  
Carol Stream IL 60197-5010

*Jm Sle*  
AUTHORIZED SIGNATURE REQUIRED

#0 16398 # 111301122 # 120001123884

Ck# 16398 Date 08/07/2018 \$49.00

THIS CHECK IS VOID WITHOUT A RED & GRAY BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK. HOLD AT ANGLE TO VIEW

**Lamar State College - Orange**  
410 Front St., Orange, TX 77630-5899  
General Disbursement Clearing Account

First Financial Bank, NA  
812 North Sagemore St.  
PO Box 170  
Orange, TX 77631-0730  
88-1123113

31016399

Check Date: 08/01/18  
Check Amount: \$\*\*\*\*\*109.51  
This Check Void After 180 Days

PAY **\*\*One Hundred Nine & 51/100\*\*\*\*\***

TO THE ORDER OF  
Dish Network  
PO Box 94063  
Palatine IL 60094-4063

*Jm Sle*  
AUTHORIZED SIGNATURE REQUIRED

#0 16399 # 111301122 # 120001123884

Ck# 16399 Date 08/09/2018 \$109.51

THIS CHECK IS VOID WITHOUT A RED & GRAY BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK. HOLD AT ANGLE TO VIEW

**Lamar State College - Orange**  
410 Front St., Orange, TX 77630-5899  
General Disbursement Clearing Account

First Financial Bank, NA  
812 North Sagemore St.  
PO Box 170  
Orange, TX 77631-0730  
88-1123113

31016400

Check Date: 08/01/18  
Check Amount: \$\*\*\*\*\*3,000.00  
This Check Void After 180 Days

PAY **\*\*Three Thousand & 00/100\*\*\*\*\***

TO THE ORDER OF  
Firestone Polymers LLC  
5713 FM 1006  
Orange TX 77630

*Jm Sle*  
AUTHORIZED SIGNATURE REQUIRED

#0 16400 # 111301122 # 120001123884 #0000300000

Ck# 16400 Date 08/24/2018 \$3,000.00

STMTS09012018



# SAMPLE ACH NOTICES

## NOTICE OF RETURN

=====  
Originator Return / NOC Detail Report      Date: 11/19/2013 09:58 am  
First Financial                                      Orig ID: 174NNNNNN      Page 1  
=====

\*\*\* Return Information \*\*\*

ORIGINATOR INFORMATION PPD                                      File Name: File Name  
ODFI R/T Number: 11190101                                      Originator ID: 1ORIG ID  
Effective Date : 11/15/2013                                      Company Name: Company Name

RECIPIENT INFORMATION

RDFI R/T Number: 111301122                                      Individual ID: alpha numeric field  
Account Number: account number                                      Account Type: 22 or 27  
Recipient Name: Name    Amount: \$\$\$\$\$\$  
Transaction Code: code for account type                                      Trace: 11130112NNNNNNNN  
Entry Description: Defined by originator  
Reason Code: R03-No Account/Unable to Locate Account  
Original Entry Trace: 1113011212345678

-----  
Total returns 1                                      763.66  
Total NOC

## NOTICE OF CORRECTION

=====  
Originator Return / NOC Detail Report      Date: 11/19/2013 09:58 am  
First Financial                                      Orig ID: 1ORG ID      Page 1  
=====

\*\*\* Notification of Change Information \*\*\*

ORIGINATOR INFORMATION COR                                      File Name: File Name  
ODFI R/T Number: R/T #    Originator ID: 1ORIG ID  
Effective Date : 11/15/2013                                      Company Name: Company Name

RECIPIENT INFORMATION

RDFI R/T Number: 111301122                                      Individual ID: TREVINO B  
Account Number: A/C#    Account Type: 31  
Recipient Name: NAME    Amount: 0.00  
Transaction Code: code for account type                                      Trace: 11130112NNN  
Entry Description: Description  
Reason Code: C05-Incorrect Transaction Code  
Original Entry Trace Number: 11130112NNNNNNNN  
Corrected Information: 22

-----  
Total returns                                      0.00

**SAMPLE NOTICE of OUTGOING WIRE TRANSFER**

From: Wire Transfer Dept.

In accordance with your instructions, we have DEBITED your account: \*\*\*\*\*NNN for \$48,000.00. If you have any questions, please contact your local branch.

Fed Reference #: 20131202NNSMEI38000123

Sender Bank Information:

ABA #: 111301122  
Bank Name:

Receiving Bank Information:

ABA #: 121000248  
Bank Name: Wells Fargo  
\* \* \*

Originator Information:

Name: FFB Customer Name

Beneficiary Information:

Name: Receiver of Funds  
Acct #: \*\*\*\*\*NNNN  
\* \* \*

Beneficiary Bank:

Originator to Beneficiary Info: Description for Receiver's reference

**SAMPLE NOTICE of INCOMING WIRE**

From: Wire Transfer Dept.

This funds transfer was received on YY-MM-DD, for \$600,000.00.

The funds have been CREDITED to account # \*\*\*\*\*NNN.

Sender:

Name : Originating Bank Name  
ABA # : 00000000  
Reference # : NNNNNN  
Received from :  
By Order Of : Bank Name

Reference # : YYMMDDMMNNN3800021811261446PT05

Additional Funds Transfer Information:

Beneficiary: FFB Customer  
Beneficiary Bank:  
\* \* \*

Originator Info: Name of Originating Bank Address: Dept  
Originator Address: Street Address Originator Address: City, State  
Originator Bank:  
Originator Bank Info: additional description

Remote Deposit Report - Itemized list of Scanned Checks

Remote Deposit Transaction Submission Report

Generated: 6/10/2015 3:04:25 PM  
 User: RD and ACH Demo  
 ODFI: 111301122 - First Financial Bank

Category: RD - Location 2  
 Customer ID: 9453986  
 Customer Name: Company name

Trans Collection Submitted: 6/10/2015 3:04:00 PM

Individual Name   Custom Field 2   Custom Field 3   Custom Field 4   Custom Field 5	Aux On-Us	EPC Account Number	Debit	R/T Num
1) 1519/63004032926/		1519/63004032926/	500.00	111301122
2) 1518/63004032926/		1518/63004032926/	150.00	111301122
3) 1084/07710967110/		1084/07710967110/	132.50	111301122
4) 1517/63004032926/		1517/63004032926/	1,500.00	111301122
5) 1520/63004032926/		1520/63004032926/	1,000.00	111301122
Subtotal:			3,282.50	
Check Count:			5	
Transaction Subtotal:			5	

Totals For All Transactions	
	Debit
Total:	3,282.50
Transaction Count:	5

For Deposit Only  
03/12/2015  
Company Name

For Deposit Only  
03/12/2015  
Company Name

For Deposit Only  
03/12/2015  
Company Name

For Deposit Only  
03/12/2015  
Company Name

**PETS ARE FOR LIFE**  
THE INSURANCE SOCIETY  
88-1207113 03  
1518  
Pay to the Order of Book Store \$ 500.00  
Date Aug 2014  
Five hundred and no/100 Dollars  
For Student

**- A PET'S TICKET HOME**  
THE INSURANCE SOCIETY  
88-1207113 03  
1518  
Pay to the Order of Parent \$ 150.00  
Date Aug 2014  
One hundred fifty and no/100 Dollars  
For Parent

**FIRST NATIONAL BANK**  
88-1207113 03  
1084  
Pay to the Order of My Pet Company \$ 132.50  
Date December 2008  
One hundred thirty two and 50/100 Dollars  
For Customer

**OUR NEXT BEST FRIEND**  
THE INSURANCE SOCIETY  
88-1207113 03  
1517  
Pay to the Order of School \$ 1,500.00  
Date Aug 2014  
One thousand five hundred and no/100 Dollars  
For Parent

1)

2)

3)

4)

Remote Deposit Report - Confirming Deposit was Transmitted

Transaction Verification Report

Generated: 3/11/2015 3:20:14 PM  
 User: RD and ACH Demo  
 ODFI: 111301122 - First Financial Bank

Category: RD - Location 2  
 Customer ID: 9453986  
 Customer Name: Company name

Date Submitted	Effective Date (Range)	Debit Amount	Debit Trans Count
3/11/2015 3:20:00 PM	3/11/2015-3/11/2015	3,282.50	5

Totals For All Transactions

	Debit	Credit
Total:	3,282.50	0.00
Transaction Count:	5	0
Pre-note Count:	0	0
Transaction Total:	5	0



Remote Deposit Report

Bank Confirmation

Remote Deposit Collection/File Pick-up Report

Username: Automated Automated  
 Date Created: 3/13/2015 2:00:41 PM

Customer:

Category: RD - Operating  
 Customer ID:  
 Customer Name:

Collection Submitted: 3/13/2015 1:27:00 PM Verified: 3/13/2015 1:27:00 PM Authorized: 3/13/2015 1:27:00 PM

Processing Date	Origination Date (Range)	Debit Amount	Debit Count	Debit PreNote Count	Credit Amount	Credit Count	Credit PreNote Count
3/12/2015	3/13/2015-3/13/2015	27,638.98	9	0	0.00	0	0

Collection Submitted: 3/13/2015 1:32:00 PM Verified: 3/13/2015 1:32:00 PM Authorized: 3/13/2015 1:32:00 PM

Processing Date	Origination Date (Range)	Debit Amount	Debit Count	Debit PreNote Count	Credit Amount	Credit Count	Credit PreNote Count
3/12/2015	3/13/2015-3/13/2015	9,188.15	10	0	0.00	0	0

Total Collections Picked Up

	Debit	Credit
Total:	36,827.13	0.00
Transaction Count:	19	0
PreNote Count:	0	0
Transaction Total:	19	0

**SAMPLE NOTICE of OUTGOING WIRE TRANSFER**

From: Wire Transfer Dept.

In accordance with your instructions, we have DEBITED your account: \*\*\*\*\*NNN for \$48,000.00. If you have any questions, please contact your local branch.

Fed Reference #: 20131202NNSMEI38000123

Sender Bank Information:

ABA #: 111301122

Bank Name:

Receiving Bank Information:

ABA #: 121000248

Bank Name: Wells Fargo

\* \* \*

Originator Information:

Name: FFB Customer Name

Beneficiary Information:

Name: Receiver of Funds

Acct #: \*\*\*\*\*NNNN

\* \* \*

Beneficiary Bank:

Originator to Beneficiary Info: Description for Receiver's reference

**SAMPLE NOTICE of INCOMING WIRE**

From: Wire Transfer Dept.

This funds transfer was received on YY-MM-DD, for \$600,000.00.

The funds have been CREDITED to account # \*\*\*\*\*NNN.

Sender:

Name : Originating Bank Name

ABA # : 00000000

Reference # : NNNNNN

Received from :

By Order Of : Bank Name

Reference # : YYYYMMDDMMNNN3800021811261446PT05

Additional Funds Transfer Information:

Beneficiary: FFB Customer

Beneficiary Bank:

\* \* \*

Originator Info: Name of Originating Bank Address: Dept

Originator Address: Street Address Originator Address: City, State

Originator Bank:

Originator Bank Info: additional description

**I. STOP-PAYMENT REQUEST**

Financial Institution First Financial Bank, N.A.			Accepted by		
Request Received <input type="checkbox"/> In Person <input type="checkbox"/> By Phone <input type="checkbox"/>			Date Accepted		Time M
Item Number	Item Dated	Item Payable To			Item Amount \$
Other Requested by: Info Drawer Reason:			Replacement Item Issued <input type="checkbox"/> Yes <input type="checkbox"/> No	Number	Date
Account Name			Account Number	Fee \$	
			<p>This Financial Institution and the undersigned agree to abide by the rules and regulations (as outlined in the Uniform Commercial Code) governing Stop-Payment Orders. Oral Stop-Payment Orders (including by phone) are binding for 14 DAYS ONLY, unless the Account Owner confirms the order by signing the proper form within the 14 day period. Properly signed Stop-Payment Orders are effective for 6 months after date accepted and will automatically expire after that period unless renewed in writing.</p> <p>_____ NAME OF INITIATOR OF REQUEST</p> <p>X _____ SIGNATURE OF INITIATOR OF REQUEST</p>		

To be effective, the stop-payment request must be received in time to give us reasonable chance to act on it.

**II. RELEASE OF STOP-PAYMENT ORDER**

<p><b>RELEASE OF STOP-PAYMENT ORDER</b></p> <p>The above Stop-Payment Order is released as of the date shown below.</p> <p>_____ Date _____</p> <p>Same Authorized Signature as Appears on Stop Payment</p>	<p><b>RECORD OF RECEIPT OF RELEASE OF STOP-PAYMENT ORDER</b></p> <p>Release of the above Stop-Payment Order received on _____ at _____ M.</p> <p>_____ Signature of Representative of Financial Institution</p>
---	---

**Save File**

# Stop Payment Request

## Business Online Banking Screen Shot

**FIRST FINANCIAL BANK** Welcome back, Debbie House

Home  
Messages (49)  
Transactions  
Commercial  
Branches  
Services

### Stop Payment

Complete the fields below to make a stop payment request based on known payment information. The fee to place a stop payment is \$30.00. To place a stop payment on an electronic payment, please call customer service at 888-588-2623 for assistance.

<b>ACCOUNT</b> *	Select an Account
	WOW account xxx11111 \$526.33
<b>CHECK NUMBER</b> *	Operating Account xxx73174 \$0.00
<b>PAYEE</b>	* - Indicates required field <span style="float: right;"><a href="#">Back</a> <a href="#">Send Request</a></span>
<b>AMOUNT</b>	
<b>DATE</b>	
<b>NOTE</b>	

Stop Payment  
Custom Debit Card  
Help  
Settings  
Log Off

# SAMPLE EDI - RAW DATA

{BH}\*200\*IRS\*\*3387702000\*CCD\*USATAXPYMT\*013015\*150130\*030\*2\*06103601\*0000001\  
{CC}\*27\*111914849\*92000300020\*0000019359\*270543061819781\*MILLENNIUM TELCOM LLC\*\*0\*061036010149670\  
\

# SAMPLE EDI - TEXT FORMAT

Originating Company: IRS

CCD USATAXPYMT

Batch: 0000001

Company ID: 3387702000

Discretionary Data:

Effective Entry Date: 01/30/2015

Settlement Date: 01/30 (030)

Originating DFI: 061036013

Receiving Company

Trace Number

Type

Amount

MILLENNIUM TELCOM LLC

ID: 270543061819781

DFI ACCT: 92000300020

061036010149670

PAYMENT

DDA

\$ 193.59

RDFI: 111914849

**Sample Bank Depository Agreement**

**Sample Collateral Agreement**

**Sample Safekeeping Agreement**

PUBLIC FUNDS DEPOSITOR  
COLLATERAL SECURITY AGREEMENT

This Public Funds Depositor Collateral Security Agreement (the "Agreement") is made and entered into as of the \_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_ (the "Depositor") and FIRST FINANCIAL BANK, N.A. ("Bank"), and any prior Agreement between Depositor and Bank relative to the subject matter hereof is hereby terminated as of the date first written above.

RECITALS

Depositor has designated Bank as a depository for Depositor's funds. Funds on deposit with Bank to the credit of Depositor in excess of federal deposit insurance are required to be secured by eligible security as provided for by the Public Funds Collateral Act, V.T.C.A. Government Code Section 2257.001 et seq. (the "Public Funds Law"). Depositor and Bank understand and acknowledge that the amount of Depositor's uninsured deposits in Bank may vary substantially from time to time; that under the circumstances permitted herein, the Bank may release, add to or substitute for the securities pledged by Bank from time to time to secure such uninsured deposits of Depositor; and that it is the intent of the parties that this Agreement be renewed and extended upon and at the time of each permitted release, addition or substitution of collateral securities and thereafter remain in force and effect for the full term thereof until terminated in the manner set forth herein. In order to perfect Depositor's security interest in eligible securities pledged by Bank from time to time to secure such uninsured deposits, the Board of Directors of the Bank (the "Bank Board") has authorized the undersigned Bank officer to enter into this Agreement on behalf of Bank under the terms of which Bank will either cause (i) FROST BANK, a state bank, which has its main office or a branch office in Texas and which has been designated by the State Comptroller as a Texas State Depository to hold the collateral assets in a custody account as bailee for the benefit of Depositor, or (ii) cause the Federal Reserve Bank or a federal home loan bank ("FHLB") to hold the collateral assets in a restricted securities account, joint safekeeping account or other similar account as custodian/bailee for the benefit of Depositor (such bank or FHLB or the Federal Reserve Bank, as the case may be, hereinafter called the "Custodian").

AGREEMENT

Now, therefore, in consideration of the mutual covenants in this Agreement, the parties agree as follows:

1. Grant of Security Interest. To secure the uninsured deposits maintained by Depositor with Bank from time to time, Bank hereby pledges and grants to Depositor a security interest in its Eligible Securities (as defined in the Public Funds Law) which are held, now or hereafter, by Custodian for the benefit of Depositor in accordance with the terms of this Agreement (the "Collateral"). At all times during the term of this Agreement, the Collateral shall consist solely of the following:

general obligations of the United States of America or its agencies or instrumentalities backed by its full faith and credit;

direct obligations of the State of Texas or Texas State agencies and instrumentalities;

collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States of America, the underlying security for which is guaranteed by an agency or instrumentality of the United States of America;

other obligations, the principal and interest on which are unconditionally guaranteed or insured by, or backed by the full faith and credit of the State of Texas or the United States of America or their respective agencies and instrumentalities;

obligations of states, agencies, counties, cities and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent;

fixed-rate collateralized mortgage obligations that have an expected weighted average life of 10 years or less and which do not constitute a high-risk mortgage security as defined in the Public Funds Law;

floating-rate collateralized mortgage obligations that do not constitute a high-risk mortgage security as defined in the Public Funds Law; and

letters of credit issued by a federal home loan bank.

Bank shall cause Custodian to accept and hold the Collateral as bailee and/or custodian for Depositor to secure Bank's obligation to repay the deposits.

2. Receipts. The Collateral held by Custodian for the benefit of Depositor, as of the effective date of this Agreement, has been described on Receipts (as defined in the Public Funds Law) issued by Custodian, copies of which Custodian has forwarded to Depositor, and such current Collateral is described on Exhibit "A" attached hereto and made a part hereof for all purposes. With respect to additional or substitute Collateral hereafter delivered by Bank to Custodian to hold for the benefit of Depositor, or any releases of securities previously held as Collateral ("Releases"), as contemplated by this Agreement, Bank shall cause Custodian to issue Receipts or Releases describing such additional or substitute Collateral or released securities and promptly forward copies of same to Depositor. Such Receipts and Releases which are furnished to Depositor by Custodian from time to time shall be deemed a part of this Agreement without further action on the part of any party hereto, and this Agreement shall apply to such released, additional or substitute Collateral to the same extent as if it were described on Exhibit "A" attached hereto. If the Custodian is the Federal Reserve Bank, such Receipts or Releases will consist of a written confirmation (the "Advice"). Such Advice shall be subject to the terms and conditions of all applicable regulations, operating circulars, bulletins and policies of the Federal Reserve Bank, including the terms and conditions of any applicable forms or agreements, as may now exist or hereafter be enacted, promulgated or issued by the Federal Reserve Bank (collectively "Applicable Regulations"). Upon request of Depositor, Bank agrees to provide or cause Custodian to provide a then-current list of all Collateral pledged by Bank to secure Depositor's funds to update Exhibit "A" to this Agreement.

3. Required Collateral Value. Bank agrees with Depositor that the total market value of the Collateral securing uninsured deposits maintained by Depositor with Bank will at all times during the term of the Agreement be not less than (i) one hundred two percent (102%) of the amount of such uninsured deposits, if the determination of the market value of Collateral is calculated less frequently than weekly by Bank, or (ii) one hundred two percent (102%) of the amount of such uninsured deposits if the determination of the market value of Collateral is calculated at least weekly by Bank (the "Required Collateral Value"). To insure that the Required Collateral Value is maintained, Bank will redetermine, on a daily basis, the amount of Depositor's uninsured deposits (taking into account that day's deposits, accrued interest, disbursements and withdrawals) held by Bank and (using the most recently determined market value of the Collateral) promptly add any additional Collateral which may be necessary to maintain the Required Collateral Value by either (i) depositing with Custodian for the purposes of this Agreement any additional Collateral or (ii) if the Custodian is the Federal Reserve Bank,



transferring additional Collateral to a restricted securities account, joint safekeeping account or other similar account maintained by the Federal Reserve Bank. Determination of the market value of Collateral by Bank will be calculated periodically as indicated by Bank on the signature page hereof or more frequently on Depositor's request; provided, however, the foregoing shall not relieve Bank of its obligation to fully collateralize at all times the Depositor's uninsured deposits with Bank. If upon the periodic determination of the Collateral's market value as set forth herein, the Required Collateral Value is not then maintained, Bank will promptly deposit with Custodian for the purposes of this Agreement additional Collateral necessary to maintain the Required Collateral Value.

4. Release of Collateral. Custodian shall not release any part of the Collateral without Depositor's written authorization. Depositor agrees to furnish such authorization promptly upon Bank's request under the circumstances described in Sections 5, 6, or 8 of this Agreement. Depositor's authorization to Custodian to release from the Collateral only designated Eligible Securities shall terminate the security interest granted by Bank in this Agreement only with respect to such designated Eligible Securities. If the Custodian is the Federal Reserve Bank, this section shall apply except to the extent it is in conflict with the provisions of the Applicable Regulations, in which event the provisions of the Applicable Regulations shall govern the release of Collateral.

5. Substitution of Collateral. It is hereby agreed that upon obtaining the prior written consent of the Depositor, which consent shall not be unreasonably withheld, substitutions of the Collateral held hereunder may be made at any time so long as the fair market value of the Eligible Securities being substituted is at least equal to the fair market value of the Eligible Securities being removed. If the Custodian is the Federal Reserve Bank, this section shall apply except to the extent it is in conflict with the provisions of the Applicable Regulations, in which event the provisions of the Applicable Regulations shall govern the substitution of Collateral.

6. Excess Collateral. At such times as the aggregate market value of the Collateral held by Custodian exceeds the Required Collateral Value, Depositor, upon request by Bank, shall authorize Custodian to permit Bank to release the excess portion of the Collateral. Custodian shall have no further liability to Depositor with respect to those Eligible Securities released upon Depositor's authorization.

7. Additional Collateral. If at any time the aggregate market value of Collateral held by Custodian is less than the Required Collateral Value, Bank shall immediately upon learning of such circumstance, and without further action by Depositor, promptly either (i) deposit with Custodian sufficient additional Eligible Securities of the type specified in Section 1 as may be necessary to cause the aggregate market value of the Collateral to equal the Required Collateral Value, or (ii) transfer additional Eligible Securities of the type specified in Section 1 to the restricted securities account, joint safekeeping account or other similar account maintained by the Federal Reserve Bank as may be necessary to cause the aggregate market value of the Collateral to equal the Required Collateral Value and cause the Federal Reserve Bank to issue a corresponding Advice (and Bank will deposit with the Federal Reserve Bank additional Eligible Securities if and to the extent necessary to fulfill its obligations under this Agreement).

8. Earnings and Payments on Collateral. Bank shall be entitled to the interest income and earnings paid on the Collateral and Custodian may dispose of such interest income and earnings as directed by Bank without approval of Depositor, so long as Depositor has not notified Custodian of Bank's default under this Agreement. Bank shall not be entitled to and Custodian shall not release to Bank any partial or full call of the Collateral without Depositor's prior written authorization as described in Section 4 of this Agreement. If the Custodian is the Federal Reserve Bank, this section shall apply except to the extent it is in conflict with the provisions of the Applicable Regulations,

in which event the provisions of the Applicable Regulations shall govern the disposition of interest earnings and principal payments on the Collateral.

9. Default and Remedies. If Bank fails at any time to pay and satisfy, when due, any check, draft, or voucher lawfully drawn against any deposit or becomes insolvent or materially breaches its contract with Depositor, a default shall exist under this Agreement and Depositor shall give written notice of such default to Bank, and Bank shall have ten (10) days to cure same. In the event Bank fails to do so, it shall be the duty of Custodian, upon written demand of Depositor, to surrender or transfer the Collateral to Depositor or Depositor's nominee and Bank hereby irrevocably authorizes Custodian to surrender or transfer the Collateral upon the conditions herein specified. Depositor may sell all or any part of such Collateral in a commercially reasonable manner and out of the proceeds of the Collateral may pay Depositor all damages and losses sustained by it, together with all expenses of any and every kind incurred by it on account of such failure or insolvency sale. Depositor shall account to Bank for the remainder, if any, of said proceeds or Collateral remaining unsold. Such sale may be either at public or private sale; provided, however, Depositor shall give Bank ten (10) days' written notice of the time and place where such sale shall take place, and such sale shall be to the highest bidder for cash. Depositor and Bank shall have the right to bid at such sale. If the Custodian is the Federal Reserve Bank, this section shall apply except to the extent it is in conflict with the provisions of the Applicable Regulations, in which event the provisions of the Applicable Regulations shall govern the Depositor's exercise of remedies against the Collateral.

10. Authorization and Records. The Bank Board has authorized the pledge of Bank assets to collateralize uninsured deposits maintained by Depositor pursuant to resolutions substantially in the form of Annex I attached to the form of Resolution Certificate and Certificate of Incumbency attached hereto as Exhibit "B" (the "Resolution Certificate"), and has authorized the undersigned Bank officer to enter into, execute and deliver to Depositor this Agreement on behalf of Bank and to take all action which may be necessary or appropriate to create and perfect the security interest in the Collateral contemplated hereunder. Bank shall deliver to Depositor a fully executed Resolution Certificate as a condition precedent to the effectiveness of this Agreement and shall advise Depositor immediately of any revocation, amendment or modification thereof. Bank shall maintain this Agreement, its copies of all Trust Receipts, Releases and Advices, and the Resolution Certificate among its official records continuously until such time as this Agreement is terminated and all uninsured deposits of Depositor have been properly and fully paid out. This Agreement may be executed in one or more counterparts, each of which shall be an original.

11. Authorized Representatives; Depositor Agreements. The Depositor hereby confirms that it has previously authorized its Investment Officer and/or Investment Representatives to execute this Agreement and any documentation required in connection therewith, including specifically pursuant to the Applicable Regulations and documentation related thereto, and to represent it and act on its behalf in any and all matters of every kind arising under this Agreement. During the term of this Agreement, the Depositor may further designate an additional officer or officers to singly or jointly represent and act on behalf of Depositor in any and all matters of every kind arising under this Agreement and, in such event, shall provide written notice thereof to Bank. In the event of any conflict between the provisions of this Agreement and any other agreement between the Depositor and the Bank relating to the deposits, this Agreement will control, unless the conflict is with the Applicable Regulations, in which event the Applicable Regulations will control. Bank and Depositor specifically agree that Depositor's prior approval is required for any par-for-par Collateral substitutions.

12. Custodian as Bailee. Custodian will promptly identify the pledge by Bank to Depositor of the Collateral on the Custodian's books and records and any additional or substitute Collateral and issue to Bank and Depositor Trust Receipts covering the Collateral. Similarly,

Custodian will promptly remove from its books and records any securities released from the pledge by Bank in compliance with the terms of this Agreement and issue to Bank and Depositor appropriate Releases identifying the released securities. Custodian acknowledges that it is the bailee of Depositor for purposes of Section 2257.044 of the Public Funds Law, and its custodial capacity is deemed to be set forth on any Trust Receipt delivered to Bank and Depositor, whether such capacity is expressly so noted or not. If the Custodian is the Federal Reserve Bank, this section shall not apply, but Bank acknowledges the provisions of the Applicable Regulations which provide that the Federal Reserve Bank is acting as custodian/bailee; that the Collateral identified on the Advice is subject to the custodial provisions of the Applicable Regulations; and that the disposition thereof is subject to Depositor's approval.

13. Financial Condition. Bank will provide a statement of its financial position to the Depositor on at least a quarterly basis. Bank will provide to the Depositor an annual statement audited by its outside auditors including a statement by its outside auditors as to its "fair presentation."

14. Amendment, Modification, Renewal. Each permitted release of previously pledged Collateral and each addition to or permitted substitution for Collateral shall be deemed and considered, without further action by Bank or Depositor, as an amendment to Exhibit "A" attached hereto and a contemporaneous renewal and extension of this Agreement for the term hereinafter stated upon the same terms and containing the same provisions as set forth herein, except as the Collateral subject to this Agreement may be modified or amended thereby; provided, however, that any such renewal and extension shall not affect any transaction entered into prior to such renewal and extension until Bank shall have properly and fully paid out all uninsured deposits (including any uninsured time deposits) and Depositor shall have authorized Custodian to redeliver to Bank's sole control all Collateral then in Custodian's possession. Otherwise, this Agreement may not be amended or modified except by mutual written agreement of the parties hereto.

15. Term. Unless sooner terminated as hereinafter provided, the term of this Agreement, and any renewal or extension hereof resulting from any release, addition to or substitution of securities pledged as Collateral hereunder, shall commence on the date of this Agreement, or the date of such release, addition or substitution, and continue for a term of ten (10) years.

16. Termination. Either Depositor, Bank or Custodian may terminate this Agreement prior to the expiration of the term hereof upon thirty (30) days' advance written notice to the other parties or by entering into a new Public Funds Depositor Collateral Security Agreement which is intended to supersede and replace this Agreement; provided, however, that the terms of this Agreement shall continue to apply to all transactions entered into prior to such termination and until Bank shall have properly and fully paid out all uninsured deposits (including any uninsured time deposits) and Depositor shall have authorized Custodian to redeliver to Bank's sole control all Collateral then in Custodian's possession.

17. Custodian Fees. Any and all fees associated with the Custodian's holding of Collateral for the benefit of the Depositor will be paid by Bank and the Depositor will have no liability therefor.

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day first above written.

DEPOSITOR:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Bank hereby agrees that it will periodically determine the market value of Collateral and maintain the corresponding Required Collateral Value throughout the term of this Agreement as indicated below (provided, however, that in the event no indication is made below, the Required Collateral Value for all purposes of this Agreement shall be 102%):

- Less frequent than weekly                      No less than 102%
- Weekly    No less than 102%

BANK:

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

The Custodian, if other than the Federal Reserve Bank, joins in the execution of this Agreement for purposes of Sections 4, 8, 9, 12 and 16, and if the Custodian is the Federal Reserve Bank, such joinder is to be evidenced as set forth in the Applicable Regulations, the Advice and any documentation related thereto.

CUSTODIAN:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

# Reportfolio

First Financial Bank N.A. Abilene, Abilene, TX

Published: 9/6/2018 7:47:35 AM

## Management Report

Pledged To: LAMAR STATE COLLEGE-ORANGE

Section V-C

Date: 31-Aug-18

Page: 136

### Safekeeping

Code	Cusip Trans#	Description Maturity Prerefund	Pool Coupon	Moody StdPoor	Original Face Pledged Percent	Pledged Original Face Value	Pledged Par Value	Pledged Book Value	Pledged Market Value
FNBK	283822ES9 327170201306271	EL PASO TX WTR & SWR REVENUE 3/1/2024	5.000	NA AA+	\$2,075,000.00 100.00%	\$2,075,000.00	\$2,075,000.00	\$2,217,276.47	\$2,279,346.00
FROST NATIONAL BANK		AFS							
FNBK	759592RS9 309979201302250	REMINGTON TX MUNI UTILITY DIST 9/1/2030	4.000	A2 AA	\$665,000.00 100.00%	\$665,000.00	\$665,000.00	\$678,052.90	\$684,464.55
FROST NATIONAL BANK		AFS							
<u>2 Muni Tax Exempt - Fixed Rate</u>						<u>\$2,740,000.00</u>	<u>\$2,740,000.00</u>	<u>\$2,895,329.37</u>	<u>\$2,963,810.55</u>
<u>Total Pledged</u>	<u>2 To: LGO</u>	LAMAR STATE COLLEGE-ORANGE				<u>\$2,740,000.00</u>	<u>\$2,740,000.00</u>	<u>\$2,895,329.37</u>	<u>\$2,963,810.55</u>
		\$0.00	Munis with Maturity Under 2 Years		\$0.00	Other securities with Stated Maturity Under 2 Years			
		\$2,740,000.00	Munis with Maturity Over 2 Years		\$0.00	Other securities with Stated Maturity Over 2 Years			

\*\* If no data is shown, then there are no pledges for the current period.



**Pledge Notification**

**FROST BANK  
100 WEST HOUSTON STREET  
SAN ANTONIO, TX 78205**

**For the Account of**

**FIRST FINANCIAL BANK**

**Receipt Number**

**Customer Number**

**Effective**

---

The following securities have been pledged to:

CINCO TX MUNI UTILITY  
DIST #14 REFUNDING BQ  
GENERAL OBLIGATION UNLTD  
CUSIP: 17239VGE2  
Maturity Dt: 09/01/2027  
Rate: 4.000000  
Issue Dt: 03/01/2012  
Currency: USD  
Face Amt: 555,000.00000  
Par Amt: 555,000.00000



## AUTHORIZATION TO RELEASE PLEDGE

Date: MM/DD/YYYY  
Ref: Acct. XXXXXXXX

Please consider this your authorization to **RELEASE PLEDGE** for the following security/securities.

***CUSIP 070321FL3, 700,000.00 PAR, MAT 08/01/2022***

*This security has a Defeasement (cusip split) and needs to have the pledge removed.*

*We are replacing this pledge with:*

***CUSIP 66702RDS8, 475,000.00 PAR, MAT 06/01/2023***

***CUSIP 41450GJK0, 345,000.00 PAR, MAT 09/01/2023***

Release from:

Signature\_\_\_\_\_

Thank you,

NICOLE MCPHERSON  
First Financial Bank  
Sr. Safekeeping Rep  
nmcpherson@ffin.com  
325-627-7386

## SAFEKEEPING AGREEMENT

THIS SAFEKEEPING AGREEMENT (this **“Agreement”**) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between FIRST FINANCIAL BANK, N.A., a national banking organization (the **“Bank”**) and \_\_\_\_\_ (the **“Depositor”**). The Bank and Depositor agree that all securities and/or other property deposited with and accepted by Bank (the **“Security”** or **“Securities”**) shall be governed by the terms and conditions set forth herein, and agree to the following:

### WITNESSETH:

The Bank shall establish and maintain a custody account (the **“Account”**) for and in the name of the Depositor and hold therein all Securities deposited with or collected by the Bank in its capacity as custodian for the Account. The terms **“Security”** or **“Securities”** shall mean any negotiable or non-negotiable investment instrument(s) commonly known as a security or securities in banking custom or practice, and so long as held by the Bank, all income therefrom and all cash deposited by, or for the account of, the Depositor. The Bank agrees to open the Account and hold all Securities and other property, from time to time, deposited with or collected by the Bank for the Account, subject to the terms and conditions of this Agreement, as the same may be amended from time to time.

### SECTION 1 ACCEPTANCE OF SECURITIES

(a) The Bank shall accept delivery from and on behalf of the Depositor such Securities as shall, from time to time, be acceptable to it and shall hold such Securities pursuant to the terms of this Agreement. Any Securities now held by the Bank for the Depositor under a prior safekeeping or custody agreement shall be deemed to have been deposited hereunder. The Bank shall have no responsibility to (i) determine the validity, genuineness or alteration of the Securities or related instruments delivered pursuant to the terms hereof; (ii) review the Securities; or (iii) advise the Depositor of the purchase, retention, sale, exchange, disposition, call for redemption of the Securities or related instruments.

(b) The Bank shall supply to the Depositor from time to time as mutually agreed by the Bank and the Depositor a written statement with respect to all of the Securities held in the Account. In the event that the Depositor does not inform the Bank in writing of any exceptions or objections to such statement within thirty (30) days after receipt of such statement, the Depositor shall be deemed to have approved such statement.

(c) The Bank shall segregate and identify on its books and records as belonging to the Depositor all Securities delivered by or for the account of the Depositor which are held by the Bank in the Account.

(d) The Depositor authorizes the Bank, for any Securities held hereunder, to use the services of any United States central securities depository it deems appropriate where it may hold



any of its own securities, including, but not limited to, the Depository Trust Company and the Federal Reserve Book Entry System. The term “*central securities depository*” shall also include any depository service which acts as a custodian of securities in connection with a system for the central handling of securities whereby all securities of a particular class or series of any issuer deposited within the system are treated as fungible and may be transferred by bookkeeping entry without physical delivery of security certificates. Placement by the Bank of Securities into a central securities depository or safekeeping facility neither augments nor diminishes the Bank’s duties or obligations under any other paragraph of this Agreement, provided that the Bank shall have no liability for the acts or failure to act of any such central securities depository.

(e) The Bank is authorized (in its discretion) to acquire, place, hold, register and re-register the Securities in the name of the Depositor, the Bank or the Bank’s nominee unless alternative and acceptable registration instructions are promptly furnished by the Depositor.

## **SECTION 2 COLLECTION OF INCOME**

The Bank agrees to collect and receive the dividends, interest and other income from the Securities, as directed by the Depositor, and will credit the Depositor’s designated deposit account or submit payment directly to Depositor for such items. Charges, if any, will be charged to the Depositor’s designated deposit account or, in Bank’s sole discretion, billed to Depositor. The Depositor expressly agrees that the Bank will not be liable for failure to perform this service, as it is intended merely as an aid to the Depositor and does not relieve the Depositor of its own duty to keep itself informed of information affecting its own portfolio. The Bank is hereby authorized to sign, on the Depositor’s behalf, any declarations, affidavits, certificates of ownership, or other documents which are now or may hereafter be required with respect to coupons, registered interest, dividends or other income on the Securities. **THE DEPOSITOR HEREBY AGREES TO REIMBURSE, INDEMNIFY, AND HOLD HARMLESS, THE BANK, ITS OFFICERS, DIRECTORS AND EMPLOYEES FROM ANY LIABILITY, CLAIM, LOSS, DAMAGE OR EXPENSE (INCLUDING ATTORNEYS’ FEES AND COURT COSTS) THAT MAY ARISE BY REASON OF THE EXECUTION OF ANY SUCH DOCUMENTS BY THE BANK.**

## **SECTION 3 COLLECTION OF PRINCIPAL**

The Bank is authorized to collect, receive and receipt for the principal of all Securities when and as the same may mature, be redeemed, or be sold upon the order of the Depositor. The proceeds of such collections, as well as any other principal payments received for any Securities, will be credited to the Depositor’s designated deposit account. The Bank will use commercially reasonable efforts to collect the Securities and other property at maturity and at dates of call for payment, but assumes no responsibility for its failure to do so and shall not be obligated to institute or participate in any legal proceedings relative thereto. The Depositor expressly agrees the Bank will not be liable for the insolvency, or default in the payment of principal or interest or in the performance, of the issuer of any Securities.

## SECTION 4 WITHDRAWAL OF SECURITIES

In the event the Depositor is an individual, the Securities will be released upon the Bank's receipt of written instructions from the Depositor. In the event the Depositor is an entity, the Securities will be released upon the instructions of an Authorized Representative (as hereafter defined) of Depositor. The Depositor expressly agrees that the Bank shall not be liable for any loss, damage, or liability resulting from the Bank's actions taken in accordance with instructions given to the Bank by the Depositor or Required Number of Authorized Representatives (as hereafter defined). If the Depositor has delivered to the Bank Securities subject to a pledge, such Securities will be released only upon the receipt of (i) a written notice from the Depositor or an Authorized Representative, if requested by Bank, (ii) a written release of the pledgee, and (iii) a certificate of the Depositor certifying that the signature of the pledgee is authorized and authentic.

## SECTION 5 STANDARD OF CARE

The Bank shall exercise commercially reasonable care in receiving, holding and handling the Securities. The Bank will exercise commercially reasonable care expected of a professional custodian for hire with respect to the Securities in its possession or control.

## SECTION 6 DEPOSITOR DUTIES

(a) In the event the Depositor is an entity, Depositor shall provide the Bank with a written certificate in a form substantially similar to the document attached hereto as Exhibit A containing the name and specimen signatures of each person who is authorized to act and give direction on behalf of the Depositor with respect to the Account (the "**Authorized Representative**") and the number of Authorized Representatives that are required in order to provide written authorization on behalf of the Depositor and/or to amend Exhibit A (each such number specified on Exhibit A is referred to below as the "**Required Number of Authorized Representatives**"). The Bank is authorized to act upon instructions received from the Required Number of Authorized Representatives. The Bank shall be entitled to rely upon such certificate until otherwise notified in writing by Depositor or the Required Number of Authorized Representatives. In addition, the Depositor agrees to hold the Bank harmless and without liability for any claims or losses in connection with any instructions received from the Required Number of Authorized Representatives. Exhibit A may be amended from time to time in whole or in part in accordance with instructions from the Required Number of Authorized Representatives.

(b) The Bank is further authorized to rely upon any written instructions or instructions received by any other means and identified as having been given or authorized by the Authorized Representative(s), provided that the Bank and the Depositor shall have agreed in writing upon the means of transmission and the method of identification for such instructions. Instructions received by any other means shall include verbal instructions, provided that any verbal instruction shall be promptly confirmed in writing. In the event verbal instructions are not subsequently confirmed in

writing, as provided above, the Depositor agrees to hold the Bank harmless and without liability for any claims or losses in connection with such verbal instructions. Notwithstanding the above, instructions for the withdrawal of securities “*free of payment*” shall be given only in writing, and manually signed by any such authorized persons.

(c) In the event that the Bank shall receive conflicting instructions from the Depositor regarding any particular transaction, the Bank shall have no duty to attempt to resolve such conflict; provided, however, the Bank may rely upon the instruction first received by the Bank and the Bank is hereby held harmless from all consequences of such reliance.

## **SECTION 7 BANK DUTIES**

(a) The Bank shall receive or deliver, or shall instruct any other entity authorized to hold Securities hereunder to receive or deliver, Securities and credit or debit the Account, in accordance with written instructions from the Depositor. The Bank or such entity shall also receive in custody all stock dividends, rights and similar securities issued in connection with the Securities held hereunder, shall surrender for payment, in a timely manner, all items maturing or called for redemption and shall take such other action as the Depositor may direct in properly authorized and timely written instructions to the Bank.

(b) All cash received or held by the Bank as custodian or by any entity authorized to hold the Securities hereunder as interest, dividends, proceeds from transfer, and other payments for or with respect to the Securities shall be (i) held in an account, or (ii) in accordance with written instructions received by the Bank, remitted to the Depositor.

(c) During the Bank’s regular banking hours and upon receipt of reasonable notice from the Depositor, any officer or employee of the Depositor, any independent accountant(s) selected by the Depositor and any person designated by any regulatory authority having jurisdiction over the Depositor shall be entitled to examine on the Bank’s premises, the Securities held by the Bank on its premises, but only upon the Depositor’s furnishing the Bank with properly authorized instructions to that effect, provided, such examination shall be consistent with the Bank’s obligations of confidentiality to other parties. The Bank’s costs and expenses in facilitating such examinations, including but not limited to the cost to the Bank of providing personnel in connection with examinations shall be borne by the Depositor. The Bank shall also, subject to restrictions under applicable law, seek to obtain from any entity with which the Bank maintains the physical possession of any of the Securities in the Account such records of such entity relating to the Account as may be required by the Depositor or its agents in connection with an internal examination by the Depositor of its own affairs. Upon a reasonable request from the Depositor, the Bank shall use its reasonable efforts to furnish to the Depositor such reports (or portions thereof) of the external auditors of each such entity as related directly to such entity’s system of internal accounting controls applicable to its duties under its agreement with the Bank.

(d) The Bank will transmit to the Depositor upon receipt, all financial reports, stockholder communications, notices, proxies and proxy soliciting materials received from issuers

of the Securities and all information relating to exchange or tender offers received from offerors with respect to the Securities. Proxies will be executed by the registered holder if the registered holder is other than the Depositor, but the manner in which the Securities are to be voted will not be indicated. Specific instructions regarding proxies will be provided when necessary. The Bank shall not vote any of the Securities or authorize the voting of any Securities or give any consent or take any other action with respect hereto, except as provided herein. The Bank is authorized to accept and open in the Depositor's behalf all mail or communications received by it or directed to its care.

(e) In the event of tender offers, the Depositor shall mail, email or fax instructions to the Bank as to the action to be taken with respect thereto or telephone such instructions to Depositor's account administrator at the Bank, designating such instruction as being related to a tender offer. The Depositor shall deliver to the Bank, by 4:00 p.m., Abilene, Texas time on the following calendar day, written confirmation of such oral instruction. The Depositor shall hold the Bank harmless from any adverse consequences of the Depositor's use of any other method of transmitting instructions relating to a tender offer. The Depositor agrees that if it gives an instruction for the performance of an act on the past permissible date of a period established by the tender offer or for the performance of such act or that it fails to provide next day written confirmation of an oral instruction, the Depositor shall hold the Bank harmless from any adverse consequences of failing to follow said instructions.

(f) The Bank is authorized to accept and open in the Depositor's behalf all mail or communications received by it or directed to its care and upon receipt will transmit such to the Depositor.

(g) The Bank shall promptly notify the Depositor of any calls for redemption, mergers, tenders, consolidations, reorganizations, recapitalizations, or similar proceedings affecting the Securities (other than those Securities registered in the Depositor's name) held in the Account, provided notice of such proceedings appears in standard New York financial publications or a service to which the Bank subscribes. The Bank shall not be liable for late presentation of such items when the Depositor has failed to timely instruct the Bank in writing. Should any Security held in a central securities depository be called for a partial redemption by the issuer of such Security, the Bank is authorized, in its sole discretion, to allot the called portion to the respective holders in any manner it deems fair and equitable.

(h) The Bank shall present all maturing bonds and coupons for collection and is authorized to receive payment of income and principal on other items in accordance with their terms. All funds so collected shall be credited to the Account or remitted in accordance with the instructions of the Depositor.

(i) The Depositor acknowledges and agrees that the Bank shall not be liable for any loss or damage arising out of a cause beyond the Bank's control.

## **SECTION 8 FOREIGN SECURITIES**

The Bank shall not hold Securities which are issued by foreign governments or foreign companies or for which the principal trading market is located outside the United States hereunder. Should the Bank elect to hold such securities, such activities shall be governed by a separate agreement between the Bank and the Depositor.

## **SECTION 9 FEES AND EXPENSES**

(a) The Depositor agrees to promptly pay upon receipt of an invoice from the Bank the fees and expenses set forth therein. The fees and expenses for the services to be rendered under this Agreement have been provided to the Depositor and are incorporated herein for all purposes, and as such may be amended from time to time, effective upon 30 days' prior written notice by the Bank to the Depositor. In addition, if the Bank advances securities to the Depositor for any purpose or in the event that the Bank or its nominee shall incur or be assessed any taxes, charges, expenses, assessments, claims or liabilities in connection with the performance of its duties hereunder, except such as may arise from or be caused by the Bank's or its nominee's gross negligence or willful misconduct, Depositor shall immediately reimburse the Bank, or its nominee, for such advances, taxes, charges, expenses, assessments, claims or liabilities, or replace such Securities.

(b) The Bank may, in its sole discretion, advance funds on behalf of the Depositor which results in an overdraft if the monies held in the Account are insufficient to pay the total amount payable upon purchase of Securities as instructed. Any such overdrafts shall be deemed to be a loan made by the Bank to the Depositor payable promptly upon demand and bearing interest at the Bank's prime rate plus two percent per annum from the date incurred. Notwithstanding anything contained in this Agreement to the contrary, the Bank shall have no obligation to advance funds on behalf of the Depositor.

(c) The Bank shall have a lien on the Securities in the Account to secure payment of such fees and expenses, taxes, advances and other charges incurred under this Section 9. The Depositor agrees that the Bank's lien shall be a continuing lien and security interest in and on any Securities at any time held by or through it in accordance with this Agreement, for the benefit of the Depositor or in which the Depositor may have an interest which is then in the Bank's possession or control or in possession or control of any third party acting on the Bank's behalf. Upon failure by the Depositor to cure any overdraft amounts, or to reimburse the Bank promptly after the request for payment, the Bank may immediately and without further notice dispose of Securities to the extent necessary to obtain reimbursement. The Bank shall have all of the rights and remedies of a secured creditor under the Uniform Commercial Code as in effect in State of Texas from time to time with respect to the Securities.

(d) The Bank is hereby authorized to charge the Depositor's designated deposit account for all fees and charges incurred or assessed hereunder.

## **SECTION 10**

## INVESTMENT RESPONSIBILITY

Unless otherwise agreed in writing by the Depositor and the Bank, the Bank is under no duty to (i) advise the Depositor relative to the investment, purchase, retention, sale, or other disposition of any Securities held hereunder; (ii) supervise the Depositor's investments, purchases or sales; (iii) invest, or see to the investment of, any cash proceeds or other cash deposited hereunder and held by the Bank; or (iv) determine whether any investment or sale made for the Account by Depositor is made in conformity with Depositor's requirements or understandings. The Bank's duties hereunder are strictly ministerial in nature and are limited to those duties expressly set forth in this Agreement. Nothing in this Agreement shall be construed to impose fiduciary responsibilities on the Bank.

### SECTION 11 LIMITATION OF LIABILITY & INDEMNIFICATION

The Bank undertakes to perform such duties and only such duties as are specifically set forth in this Agreement, it being expressly understood that there are no implied duties hereunder. In addition to other provisions of this Agreement, the Depositor agrees that the Bank (a) will be responsible only for the exercise of reasonable commercial standards of the banking business; (b) will not be liable for any loss or damage to the Securities when such loss or damage is due to any cause other than failure to exercise reasonable commercial standards, and in any event will not be liable for any decline in the market value of the Securities; (c) will not be considered an insurer against risk of loss, damage, destruction or decline in market value of the Securities; and (d) will not have liability to the Depositor with respect to the services rendered by the Bank pursuant to this Agreement until such time as the Securities are actually delivered to the Bank, it being understood and agreed that the Depositor bears the risk of loss with respect to shipment and delivery of the Securities to the Bank. **IN NO EVENT SHALL THE BANK BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY (I) DAMAGES OR EXPENSES ARISING OUT OF THE SERVICES PROVIDED HEREUNDER OTHER THAN DAMAGES WHICH RESULT FROM THE BANK'S FAILURE TO ACT IN GOOD FAITH OR IN ACCORDANCE WITH THE REASONABLE COMMERCIAL STANDARDS OF THE BANKING BUSINESS OR (II) SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF THE BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

In addition to any and all rights of reimbursement, indemnification, subrogation, or any other rights pursuant hereto or under law or equity, the Depositor hereby agrees, to the extent permitted by Texas law, to indemnify and hold harmless the Bank and its officers, directors, employees, agents, affiliates, subsidiaries, and parent companies (the "**indemnified parties**") from and against any and all claims, damages, losses, liabilities, costs, or expenses whatsoever (including attorneys' fees and court costs) which they may incur (or which may be claimed against them by any person or entity whatsoever) by reason of or in connection with (a) any untrue statement or alleged untrue statement of any material fact contained or incorporated by reference in the information supplied by the Depositor to the Bank or its nominee in connection with the performance of their duties under this Agreement or the related documents, or the omission or alleged omission to state in such information a material fact necessary to make such statements, in the light of circumstance under which they are or were made, not misleading; (b) any instruction

given by the Depositor to the Bank under this Agreement; or (c) the execution and delivery of this Agreement.

If any proceeding shall be brought or threatened against any indemnified party by reason of or in connection with the events described in clauses (a) through (c) above, such indemnified party shall promptly notify the Depositor in writing and the Depositor shall assume the defense thereof, including the employment of counsel satisfactory to such indemnified party and the payment of all costs of litigation. Notwithstanding the preceding sentence, such indemnified party shall have the right to employ its own counsel and to determine its own defense of such action in any such case, but the fees and expenses of such counsel shall be at the expense of such indemnified party unless (i) the employment of such counsel shall have been authorized in writing by the Depositor or (ii) the Depositor, after due notice of the action, shall not have employed counsel to have charge of such defense, in either of which events the reasonable fees and expenses of counsel for such indemnified party shall be borne by the Depositor. The Depositor shall not be liable for any settlement of any such action effected without its consent. Nothing under this section is intended to limit the Depositor's payment obligations contained elsewhere in this Agreement. This section shall survive the termination of this Agreement.

## **SECTION 12 BANK POWER OF ATTORNEY**

In addition to other rights granted to the Bank pursuant to the terms of this Agreement, the Bank is authorized and empowered in the name of and on behalf of the Depositor to execute any certificates of ownership or other instruments which are or may hereafter be required by any regulations of the United States or any state or political subdivision thereof, so that the Bank may fulfill its obligations hereunder as required in connection with any Securities.

## **SECTION 13 AMENDMENTS**

Except as otherwise provided hereby, the parties may make amendments to this Agreement from time to time, provided that any such amendment shall be reduced to writing; *provided, however*, the Bank may, at any time, in its sole discretion amend any of the provisions of this Agreement upon thirty (30) days' prior written notice to the Depositor.

## **SECTION 14 SUCCESSORS & ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

**SECTION 15  
COMPLETENESS OF AGREEMENT**

This Agreement, along with a copy of the fee schedule, as may be amended from time to time, delivered to Depositor, constitutes the full and complete agreement between the Bank and the Depositor, and no other understandings or agreement, whether written or oral shall bind either of the parties hereto. The headings of Sections of this Agreement are for the convenience only and have no effect on a party's responsibilities or liabilities.

**SECTION 16  
GOVERNING LAW**

This Agreement shall be governed by the applicable laws of the State of Texas.

**SECTION 17  
TERMINATION**

This Agreement may be terminated by either Depositor or the Bank upon at least ten (10) days prior written notice to the other. The Depositor shall have a period of thirty (30) days from the date of the last and final accounting provided by the Bank to make any objection or claim, and failure to do so within the thirty (30) day period shall be deemed by the parties hereto to constitute accord and satisfaction. As soon as practicable following the termination of this Agreement, the Bank shall deliver all Securities to the Depositor in accordance with the Depositor's written instructions.

**SECTION 18  
NOTICES**

Other than communications between Depositor and Bank that are specifically provided for herein, any notice to be given or to be served upon any party hereto in connection with this Agreement must be in writing, and shall be given by certified or registered mail, facsimile transmission ("fax") or express courier and shall be deemed to have been given and received twenty-four (24) hours after a postage prepaid, is deposited in the United States mail. Such notices shall be given to the parties hereto at the following addresses:

If to the Bank:                   First Financial Bank, N.A.  
  Attn: Safekeeping Department  
  P.O. Box 701  
  Abilene, Texas 79604

If to the Depositor:



Any notices served by fax shall be deemed to have been given and received by the sender. Any party hereto may, at any time by giving fifteen (15) days' written notice to the other party hereto, designate any other address in substitution of the foregoing address to which such notice shall be given.

**SECTION 19  
MISCELLANEOUS**

(a) This Agreement may be executed in any number of counterparts; each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

(b) In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the parties thereto executed this Agreement as of the day and year first above-written.

**BANK:**

**DEPOSITOR:**

**FIRST FINANCIAL BANK, N.A.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit A**

**Safekeeping Agreement Authorized Representative(s)**

Depositor (as identified in the foregoing Safekeeping Agreement) hereby designates the following persons as Authorized Representatives with respect to Depositor's Safekeeping Agreement with Bank. Each of these Authorized Representatives is authorized to deliver instructions to Bank regarding the Account, and Bank is fully entitled to act upon such instructions. Each Authorized Representative listed certifies that all of the signatures appearing hereon are true and correct. All written authorizations given by the Depositor must be signed by at least \_\_\_\_ Authorized Representative(s). This Exhibit A may be amended from time to time upon the authorization of at least \_\_\_\_ Authorized Representative(s).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Signature

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Printed Name/Title

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Signature

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Printed Name/Title

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Signature

\_\_\_\_\_  
Printed Name/Title

**EXECUTED (OR REVISED)** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Depositor

\_\_\_\_\_  
Printed Name/Title

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ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Safekeeping Representative  
First Financial Bank, N.A.

**First Financial Bank N.A.**  
**Safekeeping Customer Statement**  
 As of:

Cust No: HF-00775  
 Acct No: 1098583810  
 Tax ID:

Rec'd Date/ Rec't Number		.....Security Description .....	Face/ Curr Par/ (No.Shares)
02/22/2013 23420	CUSIP: 0027A0Y13 Dtd: 02/21/2013 Rate: 0.0000 Mat: 11/01/2013	ABBEY NAT NA LLC ABBEY NAT NA LLC	\$3,000,000.00 \$3,000,000.00
12/06/2012 23196	CUSIP: 010014DW5 Dtd: 05/15/2002 Rate: 4.3750 Mat: 06/01/2014	AKRON NY CENTRAL SCH DIST REFU AKRON NY CENTRAL SCH DIST REFUNDING	\$250,000.00 \$250,000.00
04/24/2013 23545	CUSIP: 02005QW33 Dtd: 04/24/2013 Rate: 0.6500 Mat: 04/25/2016	GMATBK GMATBK	\$49,000.00 \$49,000.00
~~~~~			
Rec'd Date/ Rec't Number		.....Security Description .....	Face/ Curr Par/ (No.Shares)
12/24/2012 23316	CUSIP: 982616GU2 Dtd: 12/20/2012 Rate: 3.5000 Mat: 12/15/2014	WYANDANCH NY UNION FREE ISD WYANDANCH NY UNION FREE ISD	\$270,000.00 \$270,000.00
			Total Face: \$28,284,000.00
			Total Current Par: \$28,284,000.00

# FIRST FINANCIAL BANK..

-FDIC

Date: 04/01/2015

Original Receipt:

Customer Number:

Tax ID Number:

Account Number:

\*\*\*\*\* **Safekeeping Receipt**\*\*\*\*\*

We acknowledge that the securities below are being held for your account.

Security:					
\$1,000,000.00		FNMA			
\$1,000,000.00	Cur Par	FNMA			
		3136G1-7E-3	0.700000 %	Due 12/26/2017	
		Issue Date: 12/26/2012	First Coupon Date: 06/26/2013		

Number of Securities: 1

Where Held: FED

Next Interest Date: 06/26/2015

Next Interest Amount: \$3,500.00

Interest Dates & Amounts

12/26.....\$3,500.00

06/26 .....\$3,500.00

**Treasury Management Overview**

**Online Banking Guide**

**Wire Transfer Guide**

**Positive Pay Guide**

## **Treasury Management Services**

First Financial Bank, N.A. offers a comprehensive line of technology-based products designed to help our business and non-profit partners maximize daily cash flow, simplify financial transactions, and manage risk through the monitoring and controlling of your account balances.

The product descriptions below provide an overview of the services we offer.

### **Consulting Services**

First Financial is quite privileged to have on staff, Andrea Smiddy-Schlagel, a Certified Treasury Professional (CTP) and Accredited ACH Professional (AAP). Andrea is an Executive Vice President in our Treasury Management Services department and brings 30 years of experience working with businesses and public entities of all sizes and types. Andrea regularly offers his expertise to improve cash management and processes that reduce expenses and maximize earnings.

Andrea will work with you to structure accounts and implement services that meet financial goals as well as expedite payments. All of us welcome the opportunity to build a working relationship with you to stay abreast of your needs as well as trends in the financial industry that deliver results.

### **Business Online Banking**

First Financial Bank's comprehensive Business Online Banking provides balance reporting. Authorized users can access account information 24/7 from any computer with internet access. User privileges are assigned by account and feature to restrict access to information on a need to know basis.

Business Online Banking provides authorized users:

- Ability to view account balances online
- Review electronic activity as it happens – ACH deposits, debit card activity
- View at least 60 days of account history
- View images front and back – even deliver image as attachment
- Transfer funds between accounts and make loan payments
- Apply Principal Only payments to loans
- Schedule transfers to occur on a specific date – routinely or one time
- View statements online for at least 18 months
- Create Alert Messages for email notification when subscribed condition is met
- Download transactions to CSV, Excel, Quicken or QuickBooks
- Initiate Wire Transfers until 4PM (requires separate agreement)
- Initiate Stop Payments
- True online E-Statement including check images

The system accommodates dual control on transfer and stop payment functions. Our Mobile Banking App provides authorized users nearly full functionality using a tablet or smart phone with internet access. Business Online Banking is an excellent tool to monitor account balances and transfer funds quickly and easily.

## Wire Transfers

Wire Transfers move funds between banks on the same day, domestically and internationally. Wire Transfers can be scheduled to occur on a routine basis or initiated on demand. Wire instructions can be delivered through Business Online Banking or by visiting any of our branch locations. A separate wire agreement is necessary to establish ongoing wire transfer needs. For wires initiated using Online Banking, First Financial Bank requires the use of a Bank provided token for an additional layer of security.

## Direct Deposit via ACH and Direct Payment via ACH

The Automated Clearinghouse Network (ACH) has a proven record for delivering payments securely and efficiently for more than 30 years. The most popular ACH payment is Direct Deposit for payroll.

ACH is an excellent solution for collecting payments as well as delivering funds. With authorization, accounts are drafted and payments are received reliably and timely.

First Financial offers a web-hosted ACH Origination application to initiate transactions. The program provides a secure delivery channel for payables, including payroll, and receivables. The file format is prescribed by the National Automated Clearinghouse Association (NACHA) and is a typically a download feature within many accounting software packages. Our easy to use program offers a secure delivery channel to pass through a NACHA file or to build a list of transactions for Direct Deposit payroll (credits) and Direct Payments (debits). It is a fast, safe, and reliable way to move funds.

## Payroll Cards

Payroll Cards provide a means for employers to achieve 100% participation in Direct Deposit Payroll. Some employees are unable to or do not wish to open a regular checking or savings account. The Payroll Card works like a checkless checking account for the employees and a bank account for employers. Payroll Cards can be used to distribute payroll funds, per diem payments, and expense reimbursements.

First Financial Bank, N.A. currently has over 200 companies with employees using our Payroll Cards.

## Remote Deposit

Remote Deposit is one of the most innovative banking products introduced in many years. Checks can be deposited without leaving the office. Checks are scanned and the images are transmitted to the Bank through our secure, web hosted application. All deposits received by 7:00 PM on any banking day are given same day credit and next day availability, just as if the deposit was made with a teller. Once the checks are scanned and the deposit is confirmed, the original checks can be destroyed.

## Positive Pay and ACH Block/Filter Services

Positive Pay creates a partnership between the Bank and our customer in an effort to control check fraud. Using a web-hosted Positive Pay program, an issued check file is uploaded or individual check information is keyed into the system. When checks are presented for payment (at the teller line or from the cash letter), we will match them against the issued items for check number, amount, and payee name. When a check is presented that is not listed or does not match what was delivered, an email notification is sent. If the item is presented at the teller line, a call for approval to pay the item will be made. Exceptions are reviewed within the Positive Pay system for a pay or return decision. Returned items require a reason, which is selected from drop down menu options. Positive Pay is an excellent way to protect funds and avoid losses.

Our Positive Pay system also supports ACH block and filter services. Block all ACH activity, particularly debit activity, or build a list of originators from which ACH activity is allowed. For example, a routine insurance payment can be allowed to post, but all other debit and or credit transactions are blocked. Approved originators are added to a list to allow those incoming transactions and any other ACH activity would be considered an exception. ACH exceptions are managed just as check exceptions. An email notification is delivered and exceptions are reviewed and marked to pay or return.

Positive Pay is highly recommended to protect funds for all businesses and most public fund organizations are requesting this service

## Statement on CD

After a statement cycles, images of the front and back of each paid item, deposit slip, paper adjustment, and statement is stored on a compact disc and delivered by mail. One compact disc can store images for more than one account, depending on volume. Each compact disc is labeled and contains the viewing software.

Data can be sorted by any field: serial number, date, dollar amount. Data can be exported in several formats, such as delimited text file or Excel. The compact disc of images enables customers to archive statement information compactly and conduct research quickly.

## Business and Consumer Credit Cards

First Financial introduced a program to meet the credit card needs of our consumer and business customers. Businesses can choose from a variety of programs from a VISA Business Card with an extended 0% introductory rate to Business Rewards programs including points and cash back options.

For businesses needing a credit line in excess of \$25,000 and need a pay in full each month , we offer our VISA Company Card or the VISA CommUnity Card for non-profit entities.

First Financial has partnered with Elan Financial Services to deliver the best in product and service. Elan's program is backed by 24/7 support and online access to transactional history and statements. Elan and First Financial understand businesses and non-profits need robust features to manage card spending in an effort to control expenses and limit liability.



Businesses and non-profits using our credit card enjoy the benefits and security such as \$0 liability from VISA on unauthorized transactions (with timely notification) and \$0 liability is extended to employee misuse up to \$100,000, provided certain conditions are met.

Elan's long-term success and reputation weighed heavily in First Financial's selection for a credit card provider. We are pleased to offer a variety of card programs to meet the needs of consumers, business, and non-profits with features that provide convenience, security, and money saving benefits.

## **Merchant Services**

First Financial Bank partners with TSYS, a premier provider of merchant services, for credit card processing. Through TSYS, we offer a suite of products and services using traditional terminals, mobile, gateway and wireless solutions.

With TSYS and the support from First Financial Bank, N.A., merchants are assured of receiving outstanding customer support and dependable credit card processing. Highlights include:

- Month to month service, no contract required
- Competitive Rates, no hidden fees, no monthly minimums
- Easy application process
- 24/7 Help Desk support
- Online Reporting
- Automated Chargeback process

Merchant services provides retail businesses, non-profit organizations, public entities, and service providers the ability to offer more payment options for their customers, resulting in convenience and guaranteed funds.

TSYS provides a separate monthly statement to document activity and charges related to merchant services.

## **Lockbox Services**

Lockbox Services provide convenience at efficiency to organizations that receive a high volume of payments or high dollar payments. Payments are received at a designated PO Box. Envelopes are opened and payments are deposited for time saving processing. Envelope content and images of checks are delivered based on specific needs. Remittance information is delivered for easy payment posting.

Lockbox Services is cost effective and time saving by reducing work load on current staff or eliminates the need to add staff for payment processing.

## **1<sup>st</sup> Safe and Loomis Armored Car Service**

First Financial offers 1stSafe in conjunction with Loomis. A separate contract is required when implementing 1stSafe. A brochure describing the services is provided in the back cover of the bid packet.

Smart safe technology provides same day credit for all cash deposited through the safe. Cash is safely stored until the scheduled pickup by Loomis' Armored Car service. As cash is fed into the safe, it is counted and at a scheduled time each day, the totals are uploaded to Loomis' secure

internet site. The deposit activity is also transmitted to the Bank for credit to your account. On a scheduled basis, Loomis will pick-up cash stored in the safe.

First Financial will coordinate implementation of a smart safe in one or more locations. The cost is based on several factors and will be negotiated through Loomis. The business is responsible for preparing the safe installation site.

With 1stSafe, you have peace of mind knowing credit for cash is provided and cash is safely stored until the next armored car pick-up.

**FIRST FINANCIAL BANK**  
MEMBER FDIC



**WELCOME  
TO ONLINE BANKING!**

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# Getting Started

Welcome to Online Banking with First Financial Bank! Whether at home or at the office, from a mobile phone, tablet or laptop, we strive to make your online banking experience easy and convenient.

You can navigate this guide by clicking a topic or feature in the Table of Contents. Each section provides an overview and steps to help you during the online banking process. If you have additional questions, contact us at 855.660.5862.



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# Getting Started

## New User Enrollment

If you're new to Online Banking with First Financial, you need to complete the enrollment process the first time that you log in. Once you complete these few quick steps, you'll be on your way to banking everywhere you go!

1. Type [www.ffin.com](http://www.ffin.com) into your browser and click the "Enroll in Online Banking" link.
2. Fill out the Online Banking Enrollment Form with the required information and click the **Submit Enrollment** button.



**Note:** The details that you provide are verified by comparing them to your contact information in our system. If the information does not match, call us at 855.660.5862 to update your profile.

3. A confirmation message appears. You are given a temporary password to use during your first-time login. Memorize the password and click the "Click Here" link to be redirected to the First Financial Home page.
4. Enter your new login ID and click the **Log In** button.
5. Choose the contact method that allows First Financial to reach you immediately with a Secure Access Code (SAC). This numbered code is only valid for a short time, and if it expires, you need to request a new one. If you close your browser before receiving the SAC, you can log in again and select the **I already have a Secure Access Code** button.
6. Enter the SAC and click the **Submit** button.
7. Choose whether to register your device for future logins. If you click the **Register Device** button, you will never need to request SACs from that device.



**Note:** For additional security, we strongly suggest that you do not register your devices.

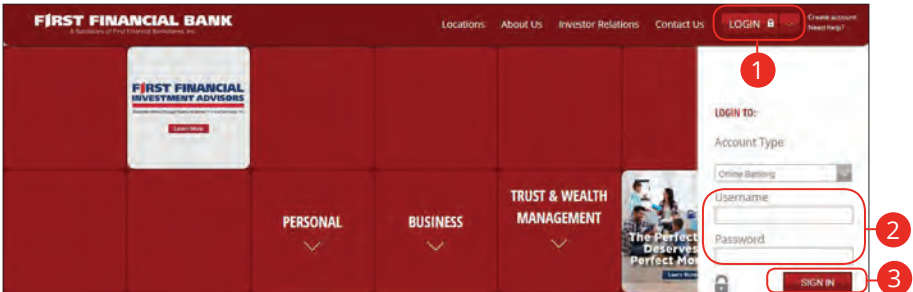


8. Review the Online Banking Services Agreement on the Disclaimers page and click the **I Accept** button to agree to the terms and conditions.
9. A view-only profile page appears. Review the information and click the **Submit** button.
10. Change your password by using your old temporary password.
11. Congratulations! You have successfully logged in to Online Banking!  
If you have any questions or concerns, call us at 855.660.5862.

# Getting Started

## Logging In

After your first-time enrollment, logging in is easy and only requires your login ID and password. If you are logging in using a device that you have not previously registered, you need to request a Secure Access Code (SAC).



1. Click the **Login** button.
2. Enter your username and password.
3. Click the **Sign In** button.

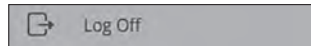


**Note:** If you enter an incorrect password too many times, your account will be temporarily locked. Call us at 855.660.5862 for assistance.

## Logging Off

For your security, you should always log off when you finish your online banking session. We may also log you off due to inactivity.

1. Click the **Log Off** tab in the navigation menu.
2. Close your internet browser.



# Getting Started

## Resetting A Forgotten Password

If you happen to forget your password, you can easily reestablish a new one from the First Financial Home page—no need to call us!

The image consists of three vertically stacked screenshots of a mobile application interface. The first screenshot shows a login screen with a red header containing 'LOGIN' and 'Create account need help?'. Below the header, it says 'LOGIN TO:' followed by an 'Account Type' dropdown menu set to 'Online Banking'. There are two input fields: 'Username' and 'Password'. A red circle with the number '1' highlights the 'Username' field. At the bottom, there is a red 'SIGN IN' button highlighted with a red circle and the number '2'. The second screenshot shows a greyed-out login form with a 'Forgot your password?' link highlighted by a red circle and the number '3'. Below the link is the text 'I am a new user.' and a 'Submit' button. The third screenshot shows a password reset screen with the text 'Please submit your user name to reset your password.' and a 'Username' input field highlighted by a red circle and the number '4'. Below the input field are 'Back' and 'Submit' buttons.

1. Enter your username.
2. Click the **Sign In** button.
3. Click the "Forgot Password?" link.
4. Enter your login ID and click the **Submit** button.



**Note:** You may not be able to change your password if your account is locked or if you are resetting your password from an unregistered device.

Please select a target:

E-mail : [selected]

SMS : [unselected]

Back

Enter your Secure Access Code

Secure Access Code

Back Submit

Please set your new password:

New Password

Confirm New Password

Password must be at least 6 characters long.  
Password can be no more than 45 characters long.  
Password must contain a minimum of 1 numbers.

Submit

5. Choose the contact method that allows First Financial to reach you immediately with a 6-digit Secure Access Code (SAC).
6. Enter the SAC and click the **Submit** button.
7. Create a new password based on our password requirements and click the **Submit** button when you are finished.

# Home Page

## Home Page Overview

After logging in, you are taken directly to the Home page. This page is divided into three convenient sections to help you navigate to every feature within Online Banking. Here you can view the balances in both your linked and First Financial accounts, see your account summaries and more!

The screenshot shows the First Financial Bank Home Page. The interface includes a navigation menu on the left, account summaries, and a quick transfer section. Callout letters A through G point to specific features:




- A**: Navigation menu (Home, Messages, Transactions, Branches, Services, Help, Settings, Log Off)
- B**: WOW! Checking Account Summary (Available Balance: \$508.41)
- C**: WOW! Checking Account Summary (Transactions Pending)
- D**: Account Summary (View Activity, Quick Transfer)
- E**: Account Summary (Menu/More Options)
- F**: Savings Account Summary (Available Balance: \$973.57)
- G**: Quick Transfer Section (Transfer Money Now)

The Asset Summary section includes a donut chart showing \$1,482 Total Assets (50% Savings, 50% Loans) and a table for Savings (xxx22222):

Account	Available Balance	Current Balance	View Transactions
Savings: xxx22222	65.69%	\$973.57	\$973.57

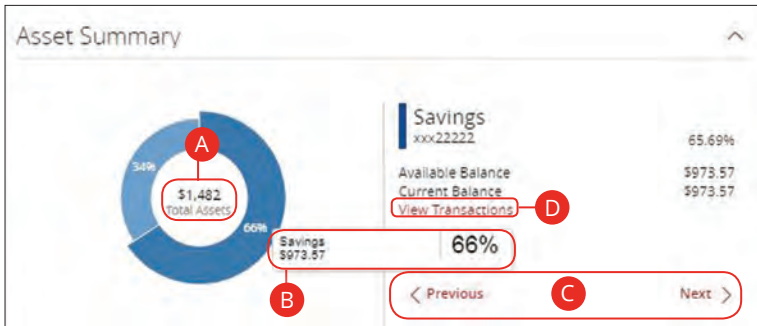


**Note:** The letters correspond to several available features on the Home page.

- A.** The navigation bar appears in every view on the left side of the screen. You can navigate to Online Banking features by selecting the appropriate drop-down tab.
- B.** Your First Financial accounts and linked external accounts are displayed in an account card with its balance.
- C.** If you click an account name, you are taken to the Account Details page. You can also click the  icon on the right side of an account card and select View Activity for more details.
- D.** The  icon allows you to print a summary of current available funds in your accounts.
- E.** You can expand or collapse account details by clicking the  icon.
- F.** If you click and hold an account card, you can drag and drop it to a new location to change the order in which your accounts appear.
- G.** The Quick Actions links in the top right corner let you quickly access different Online Banking features.

## Account Summary Overview

If you ever need to quickly assess how much money is in all of your accounts, you can scroll down to the Account Summary graphic on the Home page. This interactive chart represents your total assets, represented by specific colors and percentages.



- A. The Total Assets widget gives you the total amount of money in your accounts and breaks down those funds into percentages.
- B. Each colored piece represents one of your First Financial or linked accounts and displays its percentage of total funds as well as the balance.
- C. Clicking "Next" or "Previous" lets you view different accounts and details.
- D. You can click the "View Transactions" link for more information.

# Home Page









## Account Details Overview

Selecting a First Financial account on the Home page takes you to the Account Details page, where you can view every transaction pertaining to that account. From here, you can view details such as type of transaction, check images and account balances so you stay organized and on top of your finances.

The screenshot shows the Account Details Overview page for a 'REGULAR SAVINGS XXXX' account. The page is divided into several sections:

- Account Summary (A):** Displays two account cards. The first card shows 'REGULAR SAVINGS XXXX' with a Current Balance of \$43,270.48 and an Available Balance of \$43,270.48. The second card shows 'SAVINGS XXXX' with a Current Balance of \$118,547.75 and an Available Balance of \$18,547.75.
- Account Header (B):** Shows the account name 'REGULAR SAVINGS XXXX', the last update time 'Last Updated: 8/25/2017 3:36 PM', and the current balance '\$43,270.48'.
- Search and Actions (C, D, E, F):** Includes a search bar (C), 'Filters' (D), 'Details' (E), and action icons for chat, print, and download (F).
- Filter Section (G):** Contains filter options for 'Time Period', 'Transaction Type', 'Min Amount' (set to \$0.00), 'Max Amount' (set to \$0.00), and 'Check #'. It also includes 'Reset' and 'Apply Filters' buttons.
- Transaction List (G):** A table with columns for Date, Description, and Amount. Transactions include:
  - AUG 23 2017 CHECK (\$10,000.00)
  - AUG 21 2017 CHECK (\$465.00)
  - AUG 18 2017 AUTO LOAN PMT (\$17,562.30)
  - AUG 18 2017 INT RATE SWAP PAYMENT (\$286.83)
  - AUG 15 2017 CHECK (\$1,000.00)
- Transaction Details (H, I):** Shows details for the selected transaction on 8/15/2017, including the description 'CHECK', type 'Debit - Check', and a check image (I) for \$1,500.00 from Utility Inc. to Paul Persons.

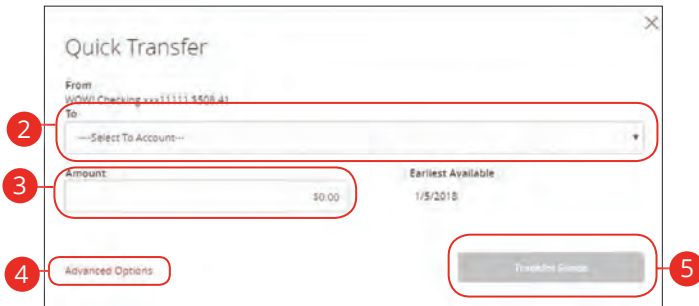


- 
- A. On the Home page, you can click on an account name to view the Account Details screen. You can also click the right side of an account card and click the **View Activity** button.
  - B. The available balance of that account is displayed in the top right corner.
  - C. You can find transactions within that account using the search bar.
  - D. Transactions can be sorted by time, type, amount or check number. Click the  **Filters** icon for more options.
  - E. More information about your transactions is available by clicking the  **Details** icon.
  - F. The  icon lets you send a secure message about that account. You can also print a list of transactions by clicking the  icon or export your transactions into a different format by clicking the  icon.
  - G. The  icon indicates how the Date, Description and Amount columns are sorted.
  - H. You can view more details about a transaction by clicking on it.
  - I. After clicking a transaction, the  icon lets you send a secure message about that transaction. You can also print the transaction by clicking the  icon.

# Home Page

## Quick Transfer

No need to run to a branch to move money from one account to another! If you're ever in a rush, the Quick Transfer option provides you with a simple way to do those transactions.

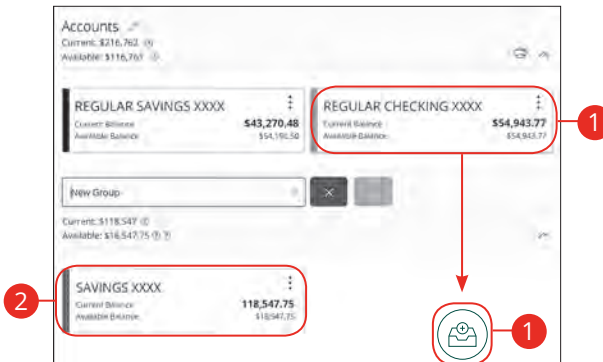



1. Click the  $\vdots$  icon right side of an account card and select Quick Transfer.
2. Select the "To" drop-down and choose an account to receive the funds.
3. Enter an amount to transfer.
4. (Optional) Click the "Advanced Options" link to be redirected to the Funds Transfer feature.
5. Click the **Transfer Funds** button when you are finished.

# Home Page

## Account Grouping

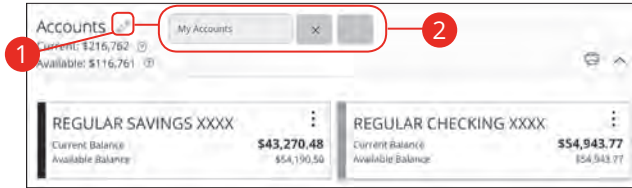
You can organize your internal and linked accounts into groups, so the Home page appears in a way that makes sense to you. These groups can always be changed or deleted to meet your needs.




1. Create a new group by clicking and holding an account tile, then dragging and dropping it to the  pop-up icon.
2. Create a group nickname and click the check mark when you are finished.

## Editing a Group Name

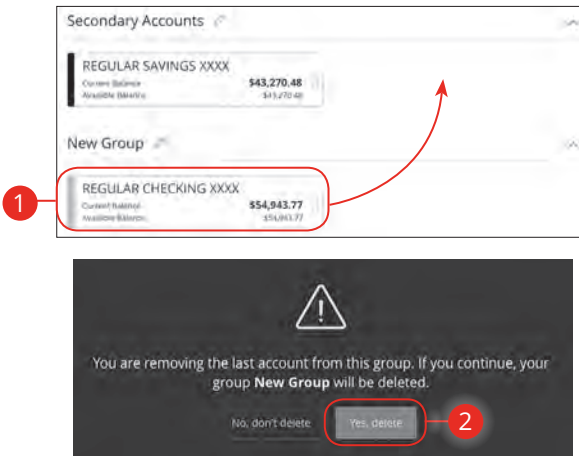
The names of existing groups can be edited in just two easy steps.



1. Click the  icon to edit your group nickname.
2. Enter a new name and click the check mark when you are finished.

## Deleting a Group

After a group is made, you can reorganize the Home page by deleting a group without removing those accounts from the Home page.



1. Remove all accounts from a group by clicking and holding an account tile and dragging it to another group and dropping it.
2. Click the **Yes, delete** button to delete the group.

# Security

## Protecting Your Information

Here at First Financial, we do all that we can to protect your personal information and provide you with a dependable online experience. However, we rely on you to take further precautions to assure the safety of your accounts. By following our tips, Online Banking can be a secure and efficient method for all your banking needs.

### General Guidelines

- Make sure your operating system and antivirus software are up-to-date.
- Always use secure wireless (WiFi) networks that require a login ID and password.
- Never leave your computer unattended while using Online Banking.
- Monitor your recent account history for unauthorized transactions.
- Always log off of Online Banking when you're finished and close the browser.

### Login ID and Password

- Create strong passwords by using a mixture of upper and lowercase letters, numbers and special characters.
- Do not create passwords containing your initials or birthday.
- Change your passwords periodically.
- Memorize your passwords instead of writing them down.
- Only register personal devices and avoid using features that save your login IDs and passwords.

### Fraud Prevention

- Do not open email attachments or click on links from unsolicited sources.
- Avoid giving out personal information on the phone or through email.
- Shred unwanted sensitive documents including receipts, checks, deposit slips, pre-approved credit card offers and expired cards.
- Act quickly. If you suspect your financial information is compromised, call us immediately at 855.660.5862.

# Security

## Security Preferences

We take security very seriously at First Financial. Because of this, we've added various tools to help you better protect your account information. You can add and manage these features in Security Preferences to strengthen your Online Banking experience.

The screenshot shows the 'Security Preferences' header. Below it, there are four buttons: 'Change Password', 'Change Login ID', 'Challenge Code', and 'Secure Delivery'. A red circle with the number '1' is positioned to the left of the 'Change Password' button.

### Change Password

When you need to, you can change your password within Online Banking. We recommend that you change your password regularly and follow our guidelines for creating a strong password.

The screenshot shows the 'Change Password' form. It has three input fields: 'Old Password \*', 'New Password \*', and 'Confirm New Password \*'. Below the fields are instructions: 'The New Password and Confirm New Password fields must match', 'Password must be at least 6 characters long', 'Password can be no more than 45 characters long', and 'Password must contain a minimum of 1 numbers'. A note at the bottom left says '\* - Indicates required field'. A 'Change Password' button is at the bottom right. Red circles with numbers 2, 3, 4, and 5 point to the three input fields and the button, respectively.

In the **Settings** tab, click **Security Preferences**.

1. Click the **Change Password** button.
2. Enter your old password.
3. Create a new password.
4. Reenter your new password.
5. Click the **Change Password** button when you are finished making changes.

## Change Login ID

You can also change your login ID at any time. To ensure that you create an effective login ID, create an ID that you will remember and that follows our required guidelines.

In the **Settings** tab, click **Security Preferences**.

1. Click the **Change Login ID** button.
2. Enter your new login ID.
3. Click the **Submit** button when you are finished making changes.

## Challenge Code

Adding a Challenge Code replaces the need for a SAC when accessing Online Banking on an unregistered device. If you are unable to receive a SAC at any time, this 4-character code allows one-time access.

In the **Settings** tab, click **Security Preferences**.




1. Click the **Challenge Code** button.
2. Enter a challenge code.
3. Reenter the challenge code.
4. Click the **Submit** button when you are finished.

## Secure Delivery

First Financial verifies your identity using Secure Access Codes (SACs), which are numbered codes that are sent to you by email, phone or text. Within Security Preferences, you can make changes to your delivery preferences or add new ways we can contact you.

The screenshot shows the 'Secure Access Code Delivery Information' form. At the top, it says 'Enter your preferred email and/or phone contact information below. This contact information will be used for Secure Access Code delivery.' Below this is a form with an 'Email' field containing 'john@company.com'. To the right of the field are edit and delete icons. A red circle with the number '2' points to these icons. Below the field is a section with three buttons: 'New Email Address', 'New Phone Number', and 'New Text Number'. A red circle with the number '4' points to this button group. Below that is another 'Email' field containing 'johndoe@gmail.com'. To its right are edit and delete icons, with a red circle and the number '3' pointing to them.

In the **Settings** tab, click **Security Preferences**.

1. Click the **Secure Delivery** button.
2. Make changes to a secure delivery method by clicking the  icon to make changes or the  icon to delete a secure delivery method.
3. Enter your new contact information and click the  icon when you are finished to save your changes.
4. Add a new delivery contact by clicking either the **New Email Address**, **New Phone Number** or **New Text Number** button at the bottom of the page.



# Security

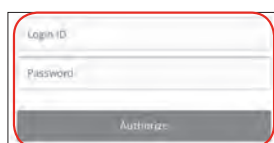
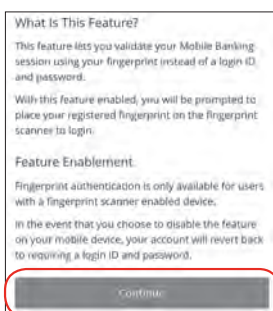
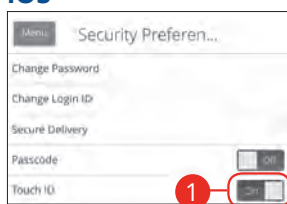
## Mobile Security Preferences

Within First Financial's Online Banking app, you have the ability to set up security preferences that are not available on a desktop computer. These additional preferences make signing into your Online Banking quick and easy but also adds an extra layer of security to your private information while you are on the go!

### Enabling Touch ID or Fingerprint Login

Touch ID and Fingerprint Login are features that have fingerprint recognition technology that allows you to unlock your iOS or Android device, to make payments or authenticate transactions using just your fingerprint. With this feature enabled, you can now easily and securely sign in to your Online Banking using Touch ID or Fingerprint Login on our mobile app!

#### iOS



#### Android

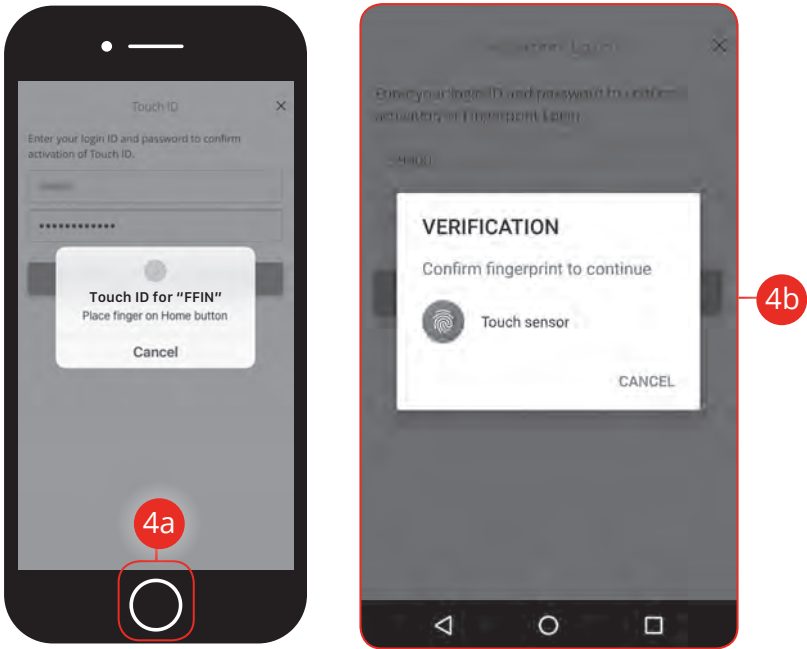


Sign in to First Financial's Online Banking app and tap the **Menu** button. In the **Settings** tab, tap **Security Preferences**.

1. Toggle the **Touch ID** or **Fingerprint Login** switch from "Off" to "On."
2. Review the information about using fingerprint authentication and tap the **Continue** button.
3. Enter your login ID and password and tap the **Authorize** button.



**Note:** You must have Touch ID or Fingerprint enabled on your mobile device before enabling it through our Online Banking app.

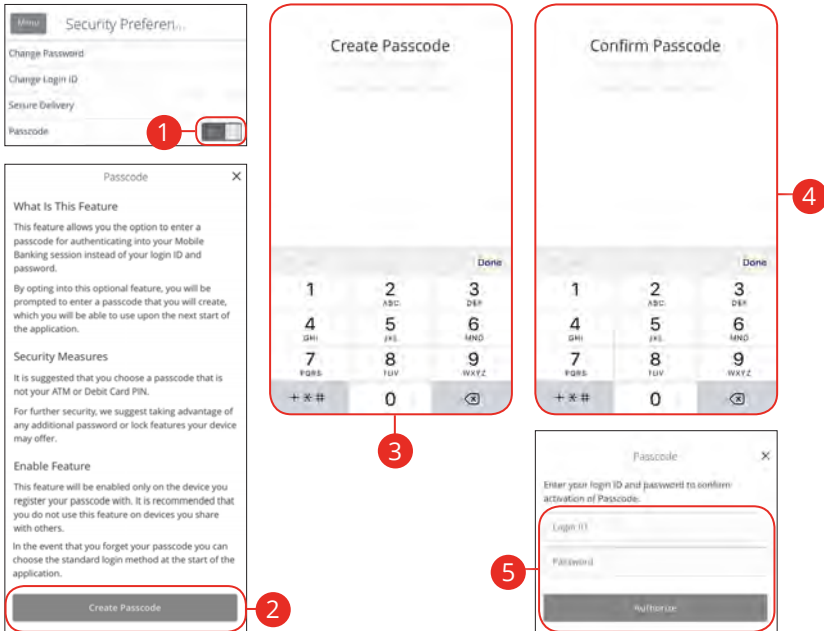


#### 4. Scan your fingerprint

- a. **iOS Device:** Place your finger on the Home button to enable Touch ID.
- b. **Android Device:** Place your finger on the fingerprint scanner to enable Fingerprint Login. Location of scanner varies from device to device.

## Enabling Passcode Authentication

Create a unique passode within our Online Banking app to quickly and easily sign in to your Online Banking on the go!



Sign in to First Financial's Online Banking app and tap the **Menu** button. In the **Settings** tab, tap **Security Preferences**.

1. Toggle the **Passcode** switch from "Off" to "On."
2. Review the information about using a passcode and tap the **Create Passcode** button.
3. Create your 4-digit passcode using the keypad.
4. Confirm your passcode using the keypad.
5. Enter your login ID and password and tap the **Authorize** button.

## Disabling Passcode Authentication, Touch ID or Fingerprint Login

You can disable Passcode Authentication, Touch ID or Fingerprint Login if you no longer prefer to utilize them. When all features are disabled, you can sign in to your Online Banking using your login ID and password.



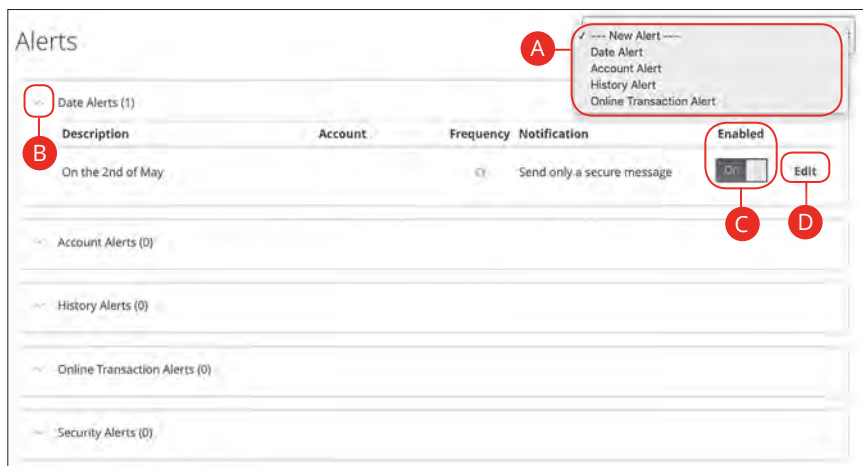
Sign in to First Financial's Online Banking app and tap the **Menu** button. In the **Settings** tab, tap **Security Preferences**.

1. Toggle the **Passcode**, **Touch ID** or **Fingerprint Login** switch from "On" to "Off."
2. Tap the **Yes** button to disable the feature.


# Security

## Alerts Overview

Having peace of mind is critical when it comes to your online banking experience. When you create an alert through Online Banking, you specify the conditions that trigger that alert, so you stay on top of what's important to you.



In the **Settings** tab, click **Alerts**.

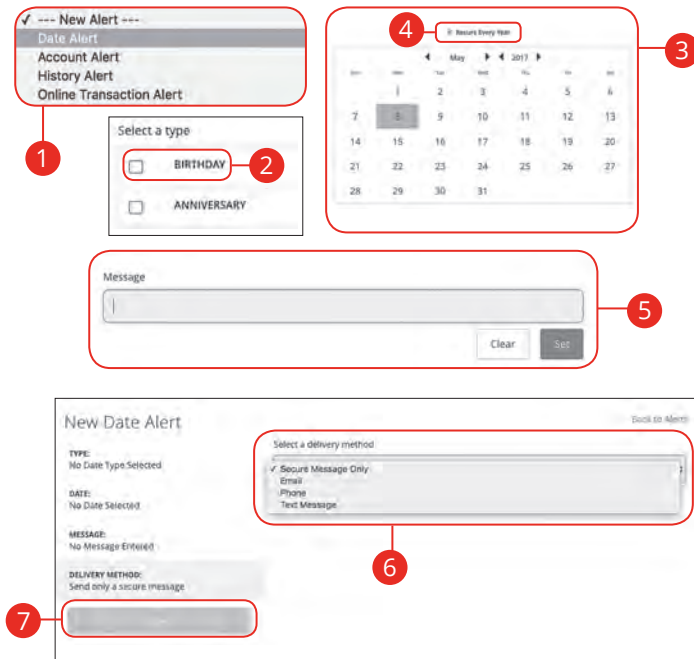
- A.** The "New Alert" drop-down lets you create a date, account, history or transaction alert.
- B.** The  icon allows you to collapse or expand alert details for each category.
- C.** Toggling the "Enabled" switch turns an alert on or off without deleting it.
- D.** The "Edit" link lets you make changes to existing alerts.



**Note:** All alerts are automatically sent through secure messages, but you can also choose to receive them by email, phone or text message.

## Date Alerts

Just like marking a calendar, you can set up alerts to remind you of specific dates or events. That way, you never forget a birthday or anniversary again!



In the **Settings** tab, click **Alerts**.

1. Use the “New Alert” drop-down and select “Date Alert.”
2. Check the box next to an alert type.
3. Enter the date for the alert to occur.
4. Check the box next to “Recurs Every Year” to have your alert repeat annually.
5. (Optional) Enter a message and click the **Set** button.
6. Select a delivery method from the drop-down.
7. Click the **Save** button when you are finished.

## Account Alerts

There should be no surprises when it comes to your finances. Account Alerts can notify you when the balances in your accounts go above or below a number you specify.

The image illustrates the process of setting up an account alert through a series of steps:

- 1**: Selecting "Account Alert" from the "New Alert" dropdown menu.
- 2**: Selecting an account, such as "COMMERCIAL CHECKING: XXXX789".
- 3**: Selecting a field to monitor, such as "AVAILABLE BALANCE".
- 4**: Selecting a comparison operator, such as "GREATER THAN".
- 5**: Entering an amount (e.g., \$ 0.00) and clicking the "Save" button.
- 6**: Selecting a delivery method, such as "Secure Message Only".
- 7**: Choosing a frequency, such as "Every Occurrence".
- 8**: Clicking the "Save" button to complete the setup.

In the **Settings** tab, click **Alerts**.

1. Use the "New Alert" drop-down and select "Account Alert."
2. Check the box next to an account name.
3. Check a box to select a field.
4. Check a box to select a comparison.
5. Enter an amount and click the **Save** button.
6. Select a delivery method using the drop-down.
7. Choose a frequency by checking the box next to "Every Occurrence" to repeat the alert.
8. Click the **Save** button when you are finished.

## History Alerts

If you're ever concerned about amount limits or pending checks, you can create History Alerts to contact you when a check number posts or transactions meet an amount you choose.

In the **Settings** tab, click **Alerts**.

1. Click the "New Alert" drop-down and select "History Alert."
2. Check the box next to an account name.
3. Select a transaction type by checking a box.
4. Check a box to select a comparison. These options vary depending on the chosen transaction type.
5. Enter an amount or check number and click the **Save** button.
6. Select a delivery method using the drop-down.
7. Choose a frequency by checking the box next to "Every Occurrence" to repeat the alert.
8. Click the **Save** button when you are finished.



## Online Transaction Alerts

Different types of transactions can occur in your accounts. By creating Online Transaction Alerts, you can be notified when various transfers, payments or debits post to your account.

The image illustrates the process of creating an Online Transaction Alert through a series of steps:

- 1**: Selecting the alert type from a drop-down menu. The options are Date Alert, Account Alert, History Alert, and Online Transaction Alert.
- 2**: Choosing a transaction type. The options are External Transfer and Funds Transfer.
- 3**: Choosing a status. The options are DRAFTED and AUTHORIZED.
- 4**: Selecting a delivery method. The options are Secure Message Only, Email, Phone, and Text Message.
- 5**: Selecting a frequency. The options are Every Occurrence and a less frequent option.
- 6**: Clicking the Save button to complete the alert creation.

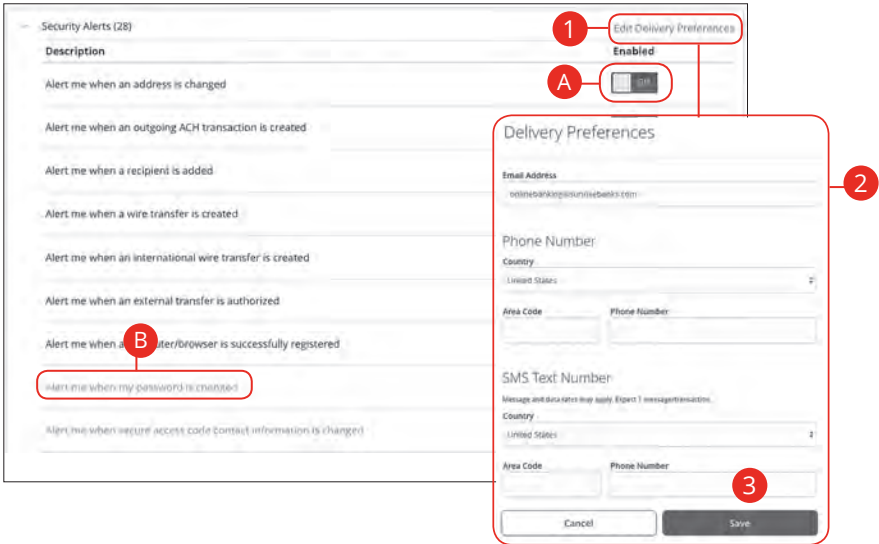
In the **Settings** tab, click **Alerts**.

1. Click the “New Alert” drop-down and select “Transaction Alert.”
2. Check the box next to a transaction type.
3. Select a status by checking the appropriate box.
4. Select a delivery method using the drop-down.
5. Choose a frequency by checking the box next to “Every Occurrence” to repeat the alert.
6. Click the **Save** button when you are finished.

# Security

## Security Alerts Overview

We want you to feel confident while using Online Banking. To help you feel safe and in control, Security Alerts are implemented in your accounts to notify you immediately when security scenarios occur.



In the **Settings** tab, click **Alerts**, then **Security Alerts**.

- A.** You can turn an alert on or off by toggling the **Enabled** switch.
- B.** If an alert is grayed-out, you cannot edit or disable it.

### Edit Delivery Preferences

When a trigger occurs, Security Alerts are always sent to you through secure messages. You can add additional delivery methods to notify you about your accounts wherever you are.

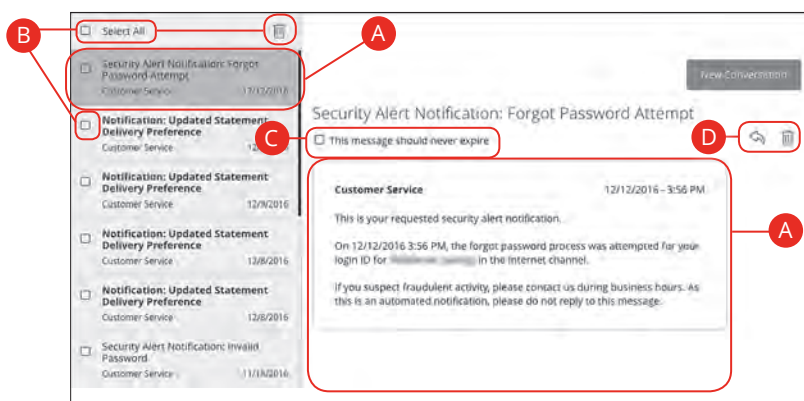
In the **Settings** tab, click **Alerts**, then **Security Alerts**.

- 1.** Click the “Edit Delivery Preferences” link at the top. These changes will apply to all Security Alerts.
- 2.** Enter the information for your preferred delivery method.
- 3.** Click the **Save** button when you are finished making changes.




# Security

## Secure Message Overview

If you have questions about your accounts or need to speak with someone at First Financial, Secure Messages allows you to communicate directly with a First Financial Customer service representative. From the Secure Messages page, you can find replies, old messages or create new conversations.



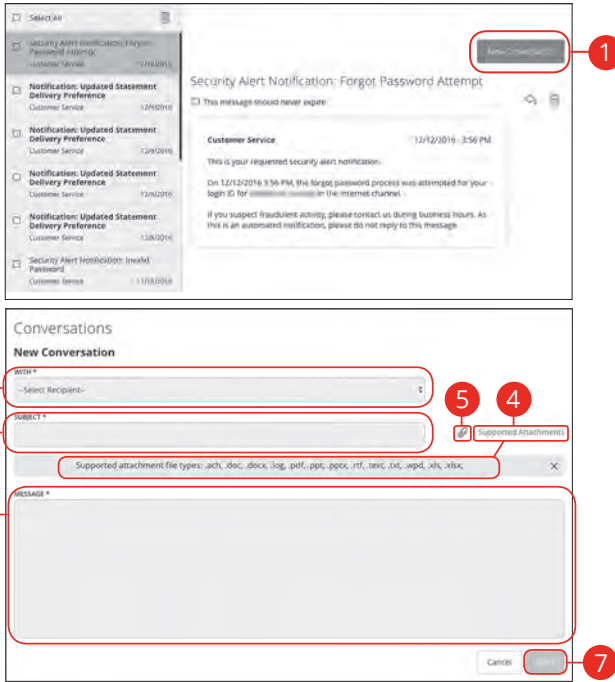
Click the **Messages** tab.

- A. Click on a message to open it. Messages are displayed on the left side of the screen.
- B. Delete multiple messages by checking the box next to the corresponding messages or check the box next to “Select All” and click the  icon.
- C. Messages automatically delete after a certain time. Check the box next to “This message should never expire” to prevent that message from being erased.
- D. Delete an opened message by clicking the  icon or reply by clicking the  icon.


# Security

## Sending a Secure Message

Starting a new conversation through Online Banking is just as effortless as sending an email. Unlike an email, you can safely include confidential personal information relating to your accounts or attach files within a new message.



Click the **Messages** tab.

1. Create a new message by clicking the **New Conversation** button in the top right corner.
2. Select the recipient from the drop-down.
3. Enter the subject.
4. (Optional) Click the “Supported Attachments” link to see if your file is supported.
5. (Optional) Attach a file by clicking the  icon.
6. Enter your message.
7. Click the **Send** button when you are finished.

Security: Sending a Secure Message

# Transaction Types

## Moving Money Overview

The heart of Online Banking is the ability to transfer funds on the go. Whether you are transferring money between your accounts or sending money to someone outside of First Financial, there are various features that help you transfer funds in different ways.

- **Funds Transfer:**

Move money between your personal First Financial accounts.

The screenshot shows a form titled "Funds Transfer". It has two dropdown menus. The first is labeled "FROM \*" and contains the text "----Select From Account----". The second is labeled "TO \*" and contains the text "----Select To Account----".

- **External Transfer after adding and verifying external accounts:**

Move money after linking your external accounts.

The screenshot shows a form titled "Add An External Account". Below the title is a sub-header: "This form will enable you to request that an external account (any banking you have at another financial institution) be linked for electronic transfers." Below that is the text: "There are two steps in this process:" followed by a bulleted list:
 

- Step 1: Add Your Account
- Step 2: Verify Your Account

The screenshot shows a form titled "Verify External Account". Below the title is the text: "Please choose an account to verify using the amounts that were deposited to your account." Below that is a table with three columns: "Account Number", "Account Type", and "Status".
 

Account Number	Account Type	Status
<input type="radio"/> 123456789	Checking	First's Auto Biller ACH is the largest amount you. This request can not be selected.

The screenshot shows a form titled "Funds Transfer". It has a dropdown menu labeled "FROM \*" with the text "----Select From Account----".

- **Bill Pay:**

Move money to someone's external account or a company's account.

The screenshot shows a form with two tabs: "Multi Pay" and "Single Pay". Below the tabs is a search bar with a magnifying glass icon and the text "Search payees". To the right of the search bar are two buttons: "+ Add payees" and "Options -".

# Transactions

## Funds Transfer

When you need to make a one-time or recurring transfer between your personal First Financial accounts, you can use the Funds Transfer feature. These transactions go through automatically, so your money is always where you need it to be.

The screenshot shows a 'Funds Transfer' form with the following fields and callouts:

- 1** Points to the 'From' field, which is a dropdown menu labeled '---Select From Account---
- 2** Points to the 'Amount' field, which contains '\$0.00' and a checkbox labeled 'Make this a recurring transaction'.
- 3** Points to the 'Date' field, which contains '6/2/2017' and a calendar icon.

In the **Transactions** tab, click **Funds Transfer**.

1. Select the accounts to transfer funds between using the "To" and "From" drop-downs.
2. Enter the amount to transfer.
3. (One-Time Transfer Only) Enter the date to process the transaction.

The screenshot shows a form for setting up a recurring transfer. The form includes the following fields and controls:

- Amount:** A text input field containing "0.00". To its right is a checkbox labeled "Make this a recurring transaction" (4a).
- How often should this transfer repeat?:** A drop-down menu with the text "----Select Transaction Frequency--" (4b).
- Start Date:** A date input field with a calendar icon (4c).
- End Date:** A date input field with a calendar icon (4c).
- Repeat Forever:** A checkbox labeled "Repeat Forever" (4d).
- Memo (optional):** A text input field with the placeholder text "Enter letters and numbers only" (5).
- Buttons:** A "Clear" button and a "Transfer Funds" button (6).

4. If you would like to set up a recurring transfer, follow the steps below.
  - a. Check the box next to "Make this a recurring transaction" to repeat the transfer.
  - b. Use the "How often should this transfer repeat?" drop-down to specify how often the transfer should occur.
  - c. Enter a start and end date for this transaction using the calendar features.
  - d. If your transaction doesn't have an end date, check the box next to "Repeat Forever."
5. Enter a memo.
6. Click the **Transfer Funds** button when you are finished.



**Note:** You can view or cancel unprocessed transactions by accessing the Recurring Transactions tab within the Activity Center.

# Transactions

## Adding A Personal External Account

Your private accounts at other financial institutions can be linked to Online Banking with First Financial so you can transfer money between two banks without ever leaving home! When you go to add another account, you are asked to verify your ownership of that account by confirming two small deposits First Financial makes into the external account.


**Add An External Account**

This form will enable you to request that an external account (an account you have at another financial institution) be linked for electronic transfers.

There are two steps in this process:

- **Step 1: Add Your Account**
- **Step 2: Verify Your Account**

Please input the routing number and your account number located on your check (see the sample check below) if you want to add a savings account, please contact your financial institution for the routing number that they use for savings deposits. Also verify if your account is eligible for ACH transactions as not all savings accounts allow for ACH transactions. If you have issues with your micro deposit showing up in your account, verify the routing number with the other financial institution as not all financial institutions have one routing number for all account types.



**YOUR BANK**

Check # \_\_\_\_\_

① ② ③ ④ ⑤ ⑥ ⑦ ⑧ ⑨ ⑩ ⑪ ⑫ ⑬ ⑭ ⑮ ⑯ ⑰ ⑱ ⑲ ⑳

Routing Number      Account Number

**Step 1: Add Your Account**

To begin, you will need to input the following information about the account you would like to add:

- Institution's routing number
- Your Account Number
- Account Type (checking or savings)

Once this information has been entered, click on the Continue button.

Two "micro" deposits will be generated and sent to your external account (typically within 1 business day). Micro deposits are random deposits in amounts less than \$1. Once you have received these two micro deposits in your external account, make note of both amounts as you will need them later in step 2, the verification process.

- **Please Note:** Only domestic (U.S.) banks are allowed.
- If the micro deposits do not appear in your account within the specified timeframe, contact the online financial institution to verify that you are using the correct routing number as some institutions do not use a single number for all account types.

① ACCOUNT NUMBER:

② ACCOUNT TYPE:

③ ROUTING NUMBER:

**Step 2: Verify Your Account**

Once you receive the amounts of your micro deposits, please click here to enter the amounts and confirm your external account:

④

In the **Services** tab, click **Add External Account**.

1. Enter the account number.
2. Select the type of account using "Account Type" drop-down.
3. Enter the financial institution's routing number. These numbers are located at the bottom of a paper check or deposit slip from your check book.
4. Click the **Continue** button.



In two to three business days, two micro-deposits will appear in your external account. Once you receive those deposits, go to the Verify External Account tab to add the account.



# Transactions

## Verifying A Personal External Account

As soon as First Financial makes two small deposits of less than a dollar into your external account, you are asked to verify those amounts within Online Banking. Once they are confirmed, you can begin transferring money to the outside account.

The screenshot shows a web form titled "Verify External Account" with the instruction: "Please choose an account to verify using the amounts that were deposited to your account." Below this is a table with three columns: "Account Number", "Account Type", and "Status". The first row contains a radio button, the account number "123456789", the account type "Checking", and a status message: "Funds have not been sent to the target account yet. This request can not be selected." Below the table is a section titled "Verify Deposit Amounts" with two input fields labeled "Amount #1:" and "Amount #2:". At the bottom left of the form is a "Submit" button. Three red circles with numbers 1, 2, and 3 are overlaid on the image, pointing to the radio button, the input fields, and the Submit button respectively.

Account Number	Account Type	Status
<input type="radio"/> 123456789	Checking	Funds have <u>not</u> been sent to the target account yet. This request can not be selected

Verify Deposit Amounts

Amount #1:

Amount #2:

Submit

In the **Services** tab, click **Verify External Account**.

1. Select the account you would like to verify.
2. Enter the amounts of the two micro-deposits that have been made into your external account.
3. Click the **Submit** button when you are finished.

# Transactions




## Activity Center Overview

All transactions initiated through Online Banking or through our app appear in the Activity Center. All single and recurring transactions as well as deposited checks show in the Activity Center along with stop payments and check reorders.

The screenshot shows the 'Activity Center' page with the following elements highlighted by callouts:

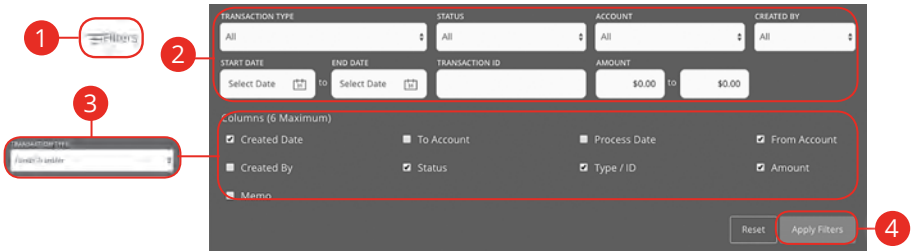
- A:** The top navigation tabs: 'Single Transactions', 'Recurring Transactions', and 'Deposited Checks'.
- B:** The search bar labeled 'Search transactions'.
- C:** The 'Print' and 'Export' icons in the top right corner.
- D:** The column headers for sorting: 'Created', 'Status', 'Transaction Type', 'Account', and 'Amount'.
- E:** The expanded details for a transaction, including 'Tracking ID: 27266', 'Created By: Joe', 'Will process On: 12/9/2016', 'From Account:', 'To Account:', 'To Account Type: Checking', 'Amount: \$2,000.00', 'Recipient Wire Name: AT&T', 'Recipient Address 1: 2222 Testing Way', 'Recipient Address 2: Suite 200', 'Recipient City: Atlanta', and 'Recipient State: GA'.
- F:** The 'Actions' dropdown menu for a transaction, showing options: 'Cancel', 'Inquire', 'Copy', and 'Print Details'.

In the **Transactions** tab, click **Activity Center**.

- Click an appropriate tab at the top to view **Single Transactions**, **Recurring Transactions** or **Deposited Checks**.
- Use the search bar to find transactions within that account.
- Print the Activity Center page by clicking the  icon. Export your transactions into a different format by clicking the  icon.
- Click the  icon next to the Created, Status, Transaction Type, Account or Amount columns to sort transactions.
- Click on a transaction to view more details.
- Select **Actions** to perform additional functions.

## Using Filters

What appears on the Activity Center can be customized using various filters. You can also choose up to six columns to display, so you can swiftly find what you're looking for each time.



In the **Transactions** tab, click **Activity Center**.

1. Click the **Filters** icon to create a custom view of your transactions.
2. Create a custom list of transactions using these filters.
3. Filter the type of transaction you are looking for using the "Transaction Type" drop-down. Column names with check boxes appear. Select up to six boxes.
4. Click the **Apply Filters** button when you are finished.

## Creating or Deleting Custom Views Using Favorites

After applying specific filters, you can save that view of the Activity Center to Favorites, making it easier and faster to search, print or export transactions. You can always delete Favorites if they are no longer useful.

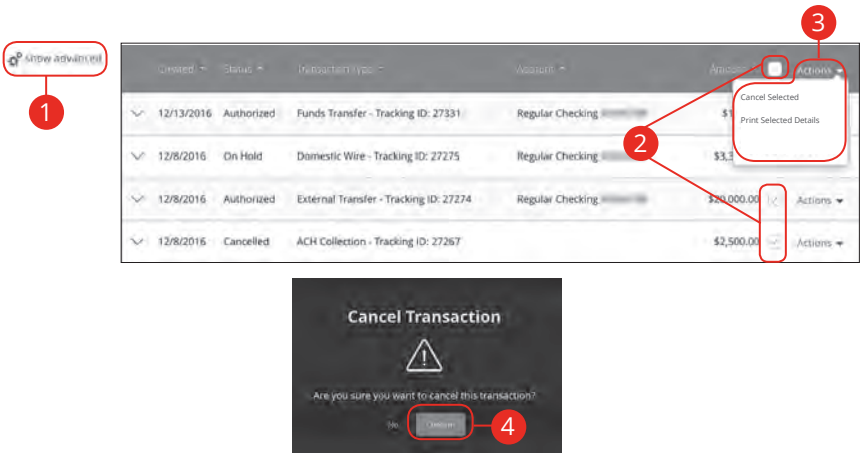


In the **Transactions** tab, click **Activity Center**.


1. Apply filters and click the "Favorites" link.
2. Click the + icon to create a new favorite template.
3. Enter a name for your new custom view.
4. Click the **Save** button when you are finished.
5. Click the **X** icon to remove a custom view from your Favorites.

## Canceling Transactions

The Activity Center shows all pending transactions that have not posted to your account. You can also cancel pending transactions up until their process date.



In the **Transactions** tab, click **Activity Center**.

1. Click the  **Show Advanced** icon. An additional column of check boxes appears next to the Amount column.
2. Browse through your pending transactions and check the box for each transaction you want to cancel. Check the box between Amount and Actions to select all transactions.
3. Click the "Actions" drop-down and click "Cancel Selected."
4. Click the **Confirm** button when you are finished. The status then changes to "Cancelled" on the Activity Center page.



**Note:** If you cancel a recurring transaction in the **Single Transaction** tab, you will only cancel that single occurrence. To cancel an entire series, you must visit the **Recurring Transactions** tab in the Activity Center.

# Bill Payment

## Getting Started

With Online Bill Payer, you can conveniently make one-time payments or set up auto payments so that you do not have to remember to complete a transaction each month. It is easy to set up national billers to pay your phone bill or credit cards as well as pay the local lawn maintenance company.

The screenshot shows the 'Welcome to Bill Pay!' screen and the 'Setup Assistant' screen. Callout 1 points to the 'Biller Setup Assistant' and 'Pay Bills' buttons. Callout 2 points to the 'Pick a person or business...' section. Callout 3 points to the 'Enter any or all details for: Capital One Credit Card' section. Callout 4 points to the 'Save' button. Callout 5 points to the 'Add' button at the bottom of the list.

**Welcome to Bill Pay!**

To add the people and businesses you pay, go to our Biller Setup Assistant.

To add and pay a person or business, just click Pay Bills!

**Setup Assistant**

Pick a person or business... You can enter those not listed.

**Automotive**

Aly Financial, Inc.	Exxon/Mobil
Ford Motor Credit	Shell Credit Card

**Credit Cards**

Citibank Credit Cards	Chase Credit Card
Capital One Credit Card	Bank of America Credit Cards

**Insurance**

State Farm Insurance	USAA Credit Card
Allstate Insurance	Travelers Insurance

**Mortgage/Other Lenders**

Wells Fargo Home Mortgage	Gliffenacell Retail Services
Wells Fargo Financial	ADC

**Personal**

Bill Me Later	XM Satellite Radio
Laboratory Corporation	Blue Cross Blue Shield of Texas

**Utilities**

AT&T	Atmos Energy
AT&T Mobility	Sudstream

Friends, Family, Other People or Businesses

**Enter details... Approximate dates and amounts are fine—you can always change them later!**

Enter any or all details for: Capital One Credit Card

Nickname: Capital One Credit Card

Account number: [input field]

Category: Credit Card

Add a reminder?

Reminder frequency: [dropdown menu]

Next due date: MM/DD/YYYY

Estimated amount: \$ [input field] *Optional*

(You can change the amounts before you pay)

Don't save changes Save

Exit and start paying bills

**Add**

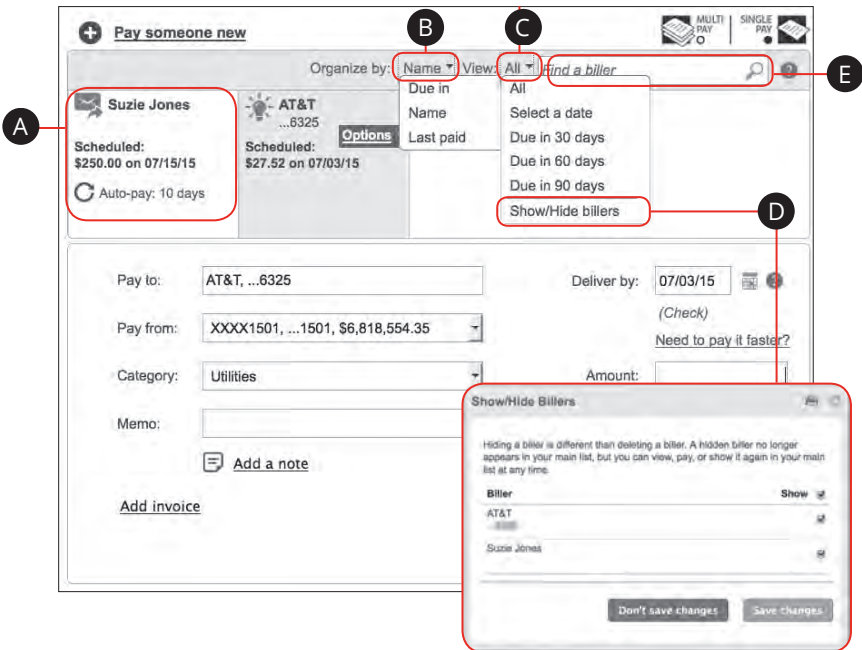
In the **Transactions** tab, click **Bill Payment**.

1. Click either the **Biller Setup Assistant** button to enter all of your billers at the same time or the **Pay Bills** button.
2. Add a national biller by clicking the name on the left.
3. Enter the account number, category and next due date for each biller.
4. Click the **Save** button when you are finished. This process can be repeated for all bills that you want to enter at this time.
5. **Add** a person by entering their name in the provided box and click the **Add** button.

# Bill Payment

## Navigation

There are many ways to search and process your monthly payments. Below are some quick access tools to get the job done as efficiently as possible.



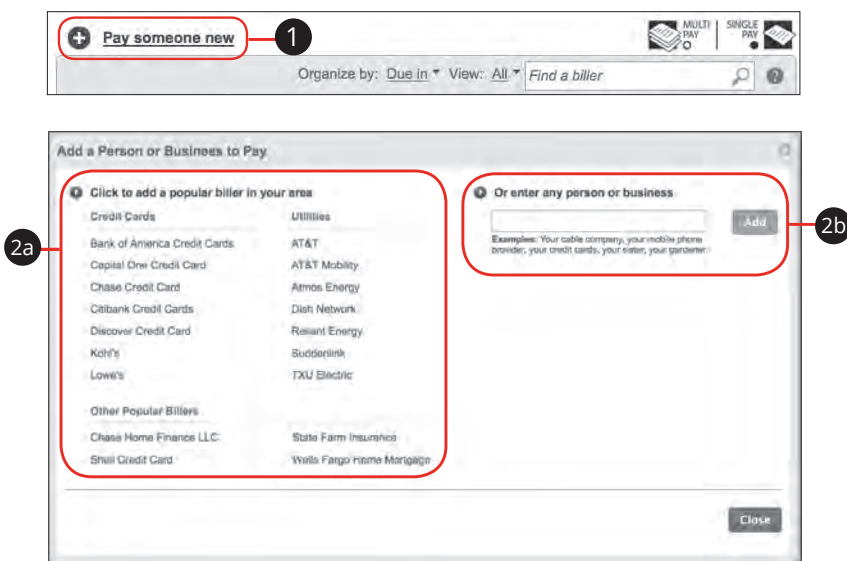
In the **Transactions** tab, click **Bill Payment**.

- A. All billers are displayed at the top with information about scheduled payments.
- B. Using the “Name” drop-down organize your billers by due dates, name or last paid.
- C. Using the “All” drop-down view billers due on a specific day or within a specific date range.
- D. Using the “All” drop-down you can select Show/Hide billers to see only certain billers on your Home page. Check the boxes next to a specific biller to hide them and click the **save changes** button when you are finished.
- E. Use the search bar to find billers.

# Bill Payment

## Pay Someone New

Adding a payee or a biller is easy with our online Bill Payer system. In no time you will be sending payments locally or nationally.



In the **Transactions** tab, click **Bill Payment**.

1. Click the "Pay Someone New" link located at the top of the page.
2. Add a payee. Your steps will vary depending if you are creating a known or unknown payee.
  - a. Click on a company name from the list of our preloaded billers to add a national biller. A biller from this list is a known biller.
  - b. Enter the name of the company on the right if your biller is not listed. Click the **Add** button. A biller not on the list is an unknown biller.

**Add a Person or Business to Pay**

Good news! All we need is the account number and the AT&T zip code that appears on your bill.

Name: AT&T

Nickname: AT&T

Account number:

Zip:

Category: None

3a

**Add a Person or Business to Pay**

Name: Suzie Jones

Nickname:

Account number:

Address line 1:

Address line 2:

City:

State:  Zip:

Phone:

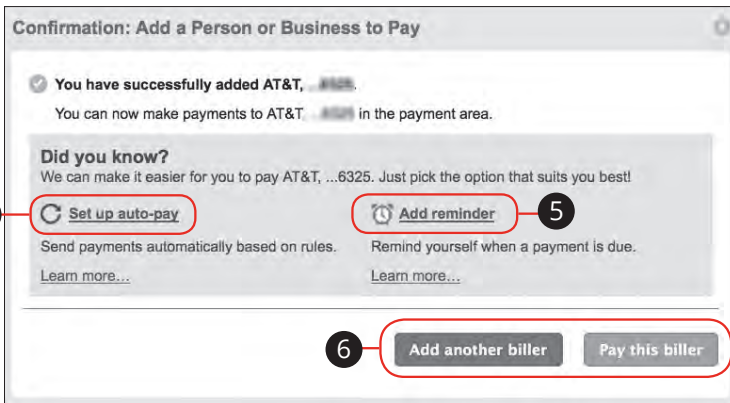
Category:

3b

3. Enter the billers information.

- a. **Adding a known biller:** Enter the biller's nickname, account number, zip code and category. Click the **Confirm** button when you are finished.
- b. **Adding an unknown biller:** Enter biller's nickname, account number if applicable, street address, city, state, zip code, phone number and category. Click the **Confirm** button when you finished.





4. (Optional) Click the “Set up auto-pay” link. For details on making a payment automatic view page 51.
5. (Optional) Click the “Add Reminder” link to create a reminder so you will not forget to pay your bill on time.
6. Click **Pay this biller** or **Add another biller**.

# Bill Payment

## Schedule a Single Payment

There are many options to automate your bill payments. If you would rather set up and send payments for each bill manually, or if you have a situation where you need to make a one-time payment, follow the instructions below.

The screenshot shows the 'Pay someone new' interface. At the top, there's a header with 'Pay someone new' and navigation options. Below that, a list of bills is shown, with one bill for 'Suzie Jones' from 'AT&T' scheduled for 07/15/15. The main form area includes fields for 'Pay to:', 'Pay from:', 'Category:', 'Memo:', and 'Deliver by:'. There are also buttons for 'Cancel' and 'Pay this bill'. Red boxes and numbered callouts highlight specific elements: 1 points to the 'Options' menu, 2 to the 'Pay from' dropdown, 3 to the 'Category' dropdown, 4a to the 'Memo' field, 4b to the 'Add a note' section, and 5 to the 'Deliver by' date field.

In the **Transactions** tab, click **Bill Payment**.

1. Click a biller to make a payment
2. Using the "Pay from" drop-down, select the account the funds will be taken from.
3. Using the "Category" drop-down, select a category this payment fits into.
4. Add a message:
  - a. **Memo:** Enter a memo about your payment that can be viewed by the biller.
  - b. **Note:** Click the "Add a Note" link to add a note about the payment. This note is for your records only and will not be shared with your biller. Click the **Save/Close** button.
5. Enter the deliver by date using the calendar feature.

The first screenshot shows the 'Pay someone new' screen. It displays account information for 'Suzie Jones' and 'AT&T'. The scheduled payment amount is \$27.52 on 07/03/15. The 'Amount' field is highlighted with a red circle and the number 6. The 'Pay this bill' button is highlighted with a red circle and the number 7.

The second screenshot shows the 'Preview: Make Payment' screen. It displays the payment details: Pay To: AT&T, \$ Amount: 27.52, Deliver by: 07/03/15, Type: Check. The 'Confirm' button is highlighted with a red circle and the number 8.

The third screenshot shows the 'Confirmation: Make Payment' screen. It displays the payment details and a confirmation message. The 'Close' button is highlighted with a red circle and the number 9.

6. Enter the amount of the payment.
7. Click the **Pay this bill** button.
8. Review the payment details in the Preview screen and click the **Confirm** button.
9. Click the **Close** button in the confirmation screen.

# Bill Payment

## Schedule Multi Payments

Free yourself from the hassle of writing checks and the clutter that comes with traditional ways of paying bills. Multi Pay is a quick and easy alternative to paying your bills online at the sites of each individual company.

The screenshot shows the 'Pay someone new' interface. At the top right, there is a 'MULTI PAY' button (1) and a 'SINGLE PAY' button. Below this is a search bar 'Find a biller'. The main area is a table with the following columns: 'Pay To', 'Bills & Reminders', 'Last Paid', '\$ Amount', and 'Deliver By'. The first row is for 'AT&T' (4) with a bill amount of '\$27.52 on 07/03/15' (2) and a delivery date of '07/07/15' (3). Below the table, there are buttons for 'Note | Memo' (5) and 'Confirm all payments' (6). The total amount to be paid is '\$85.32'.

Pay To	Bills & Reminders	Last Paid	\$ Amount	Deliver By
AT&T ..6325		\$27.52 on 07/03/15	<input type="text"/>	07/07/15
Jacob Murphy			<input type="text"/>	07/07/15
Suzie Jones			<input type="text"/>	07/07/15

Total:  
Pay from: XXXX1501, ...1501, \$6, 85.32

Buttons: Clear, Confirm all payments

In the **Transactions** tab, click **Bill Payment**.

1. Click the "Multi Pay" link located at the top of the page.
2. Enter the amount for each bill.
3. Select the delivery date using the calendar feature for each bill.
4. (Optional) Click the drop-down by a biller's name to edit their information, when applicable.
5. (Optional) Add a note or memo by clicking the "Note" or "Memo" link.
6. Click the **Confirm all payments** button after you have reviewed all transactions.

# Bill Payment

## Set Up Auto-Pay

Staying on top of bills is made easier with Auto-Pay. You can choose to set up recurring payments at varied intervals for each bill. Setting up a recurring payment takes only a few moments and saves you time by not having to enter a payment each time a bill is due. You can also choose to receive a reminder of the pending bill.

Follow the steps on page 45 to create a biller.

1. Click the “Set up auto-pay” link after creating a new biller.
2. Using the “Pay from” drop-down, select the account the funds will be taken from.
3. Enter a memo.
4. Enter the amount of the payment.
5. Using the “Frequency” drop-down, select how often this payment will recur.

**Auto-Pay Options**

Suzie Jones

Set auto-pay at regular intervals

Pay from: XXXX

Memo:

Amount: \$

Frequency: Monthly

Start on: MM/DD/YY

Continue payments:  indefinitely  
 until  
 MM/DD/YY  
 - or -  
 number of instances:

Don't save auto-pay option Save auto-pay options

---

**Confirmation: Auto-Pay Options**

You have successfully set up an automatic payment rule for Suzie Jones. If the automatic payment date falls on a non-business day, the payment will be scheduled on the previous business day.

Pay from: XXXX

Memo: Rent

Payment option: Pay automatically at regular intervals

Amount: \$250.00

Frequency: Monthly

Start on: 07/15/15

End on: 06/15/16

Don't show me this again. Close

6. Choose a starting dating using the calendar feature.
7. Decide how long the payments will continue using the calendar feature or enter the amount of payments that will process.
8. Click the **Save auto-pay options** button.
9. Review your Auto-Pay Options. Click the **Close** button when you are finished.

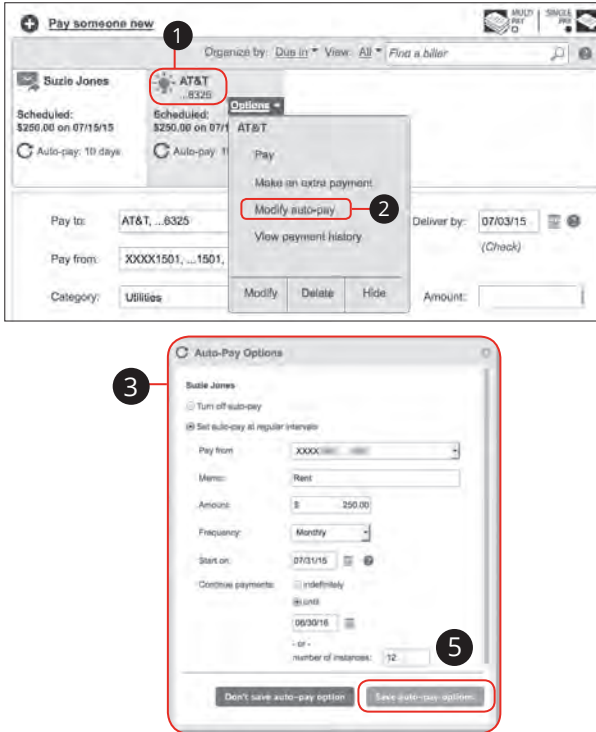


**Note:** If you would prefer to manually process the payment each month, you can add a reminder so that you will receive a notification when this payment is due.

# Bill Payment

## Edit an Auto-Payment

Even after you have set up a payment, you can edit your payment up to the time it begins processing. This convenient feature gives you the freedom to change the way you make your payments.



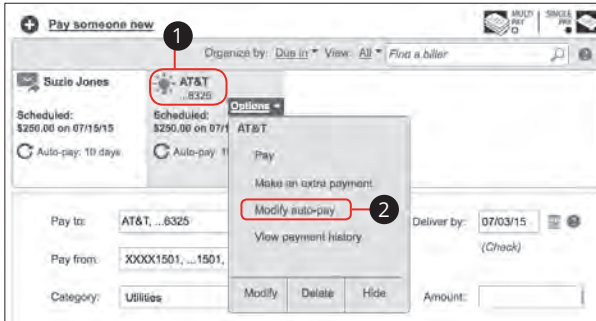
In the **Transactions** tab, click **Bill Payment**.

1. Click the payee that you need to change or cancel the auto-pay rule.
2. Using the "Option" drop-down, select **Modify auto-pay**.
3. Make the necessary changes in the **Auto-Pay Options** window.
4. Click the **Save auto-pay options** button when you are finished making changes.

# Bill Payment

## Turn off Auto-Payment

Even after you have set up a payment, you can cancel your payment up to the time it begins processing. This convenient feature gives you the freedom to change the way you make your payments.



In the **Transactions** tab, click **Bill Payment**.

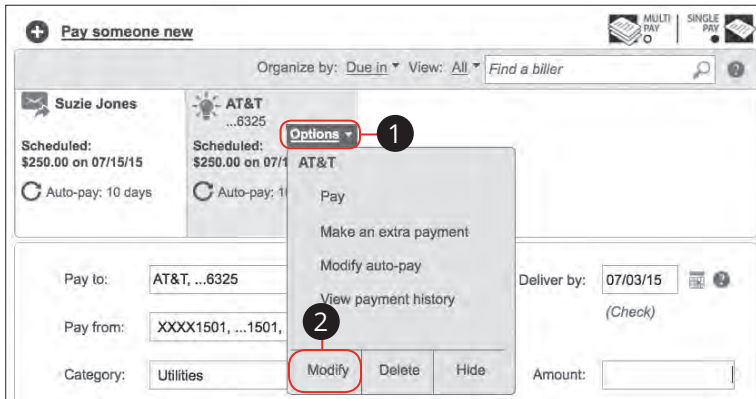
1. Click the payee that you need to change or cancel the auto-pay rule.
2. Using the "Option" drop-down, select **Modify auto-pay**.
3. Select "Turn off auto-pay" to disable Auto-Pay for a biller.
4. Click the **Save auto-pay options** button when you are finished making changes.



# Bill Payment

## Edit Biller Details

Biller information can be quickly modified if the need arises.



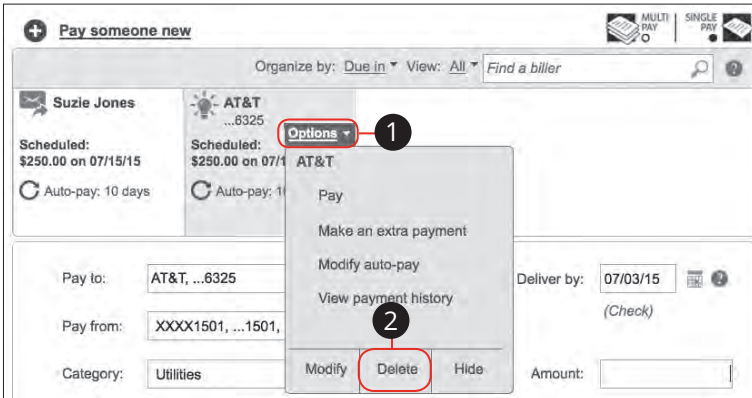
In the **Transactions** tab, click **Bill Payment**.

1. Click the biller whose information you need to edit.
2. Using the "Options" drop-down, select Modify.
3. Make the necessary edits to the biller.
4. Click the **Confirm** button when you are finished making changes.

# Bill Payment

## Edit Biller Details

If a biller is no longer needed you can easily remove them. This doesn't make changes to any of the pending bills to this biller once it is removed.



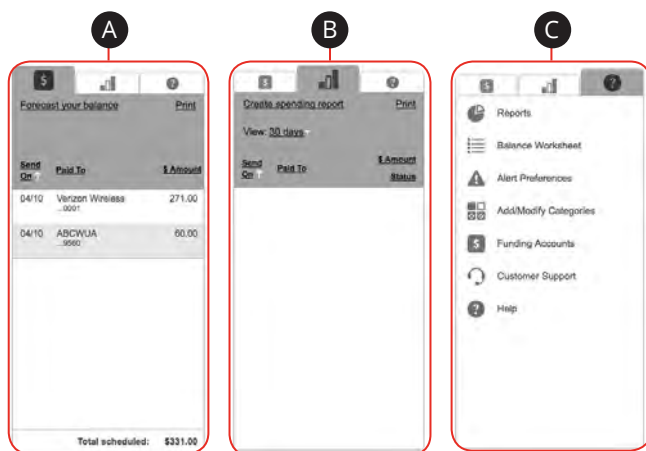
In the **Transactions** tab, click **Bill Payment**.

1. Click the biller whose information you need to edit.
2. Using the "Options" drop-down, select Delete to permanently remove a biller.

# Bill Payment

## Quick Reference Panels Overview

The Quick Reference Side Panel provides easy access to Bill Payer's most used tools and features.



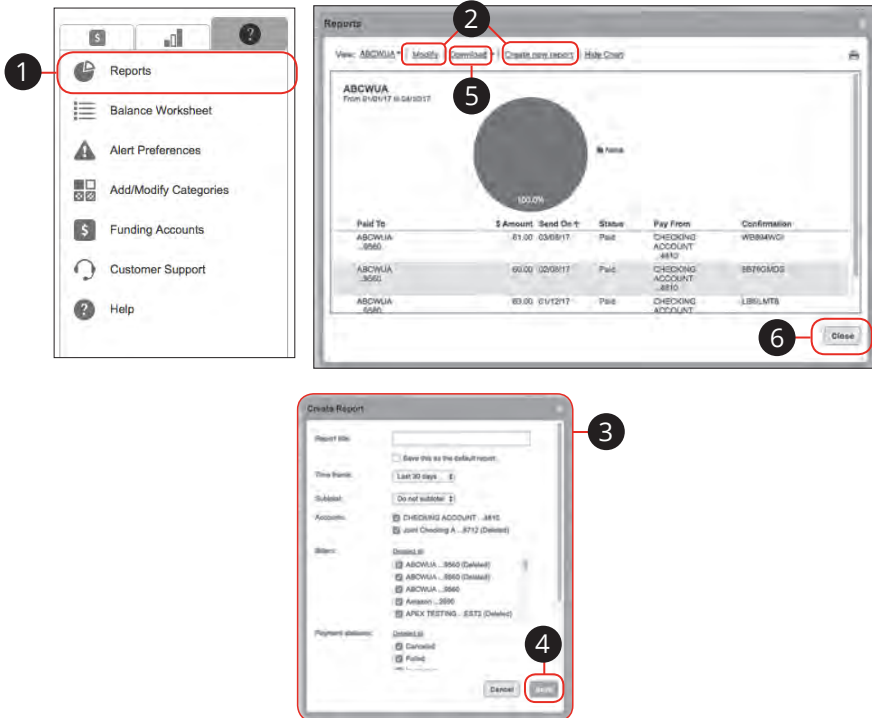
In the **Transactions** tab, click **Bill Payment**.

- A.** Bill Pay Activity Panel shows all pending payments. Date ranges can be specified for streamlined viewing.
- B.** Bill Pay Spending Report shows the amounts spent in each category.
- C.** Helpful Resources is a library of tools that make managing and analyzing your spending habits simple.

# Bill Payment

## Reports

You can receive a detailed overview of your spending habits, helping you better manage your finances by running a series of regular reports. You can view them on your computer or download them locally to your hard drive.



In the **Transactions** tab, click **Bill Payment**.

1. Click on the Helpful Resources panel and select Reports.
2. Choose either the “Create new report” or “Modify” link.
3. Fill in the required information when making a new report.
4. Click the **Save** button when you are finished.
5. (Optional) Reports can be downloaded and saved locally. Click the “Download” drop-down and choose the file type.
6. Click the **Close** button when you are finished.

# Bill Payment

## Alert Preferences

You can set up alerts to notify you of changes to your security preferences or status updates to your payments. This is an easy way to keep in touch with your account activity.

The image shows two screenshots from a software interface. The left screenshot shows a sidebar menu with 'Funding Accounts' highlighted by a red box and a circled '1'. The right screenshot shows the 'Alert Preferences' page. At the top, 'Email address' and 'Email format' (set to HTML) are circled with a red box and a circled '2'. A vertical column of checkboxes for various alerts is circled with a red box and a circled '3'. At the bottom right, a 'Save' button is circled with a red box and a circled '4'.

In the **Transactions** tab, click **Bill Payment**.

1. Click on the Helpful Resources panel and select Alert Preferences.
2. Choose which email format is best for receiving the alert.
3. Select or deselect the boxes next to an alert to receive an alert or deactivate one.
4. Click the **Save** button when you are finished.



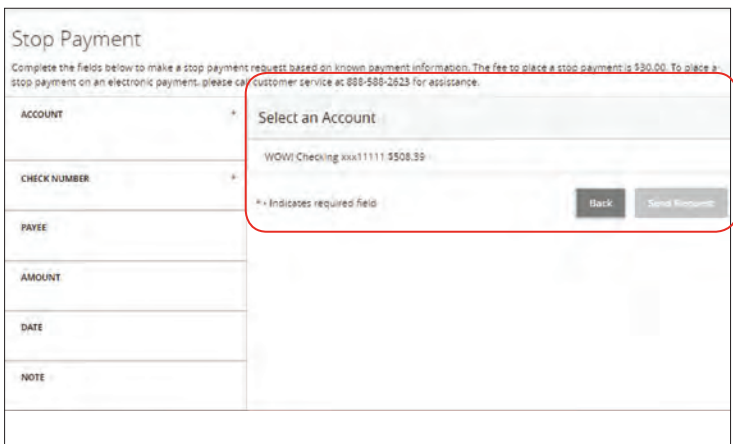
**Note:** Some alerts are not able to be edited for security purposes.

# Services

## Stop Payment Request

### Single Check

If you're ever worried about a pending written check, you can initiate a stop payment request to prevent that check from being cashed. Once approved, the stop payment remains in effect for 6 months. If you need the current fee information, please call us during our business hours at 855.660.5862.



**Stop Payment**

Complete the fields below to make a stop payment request based on known payment information. The fee to place a stop payment is \$30.00. To place a stop payment on an electronic payment, please call customer service at 855-508-2623 for assistance.

ACCOUNT *	Select an Account
CHECK NUMBER *	WOW! Checking xxx11111 \$508.39
PAYEE	
AMOUNT	
DATE	
NOTE	

\* Indicates required field

Back Save Request

In the **Services** tab, click **Stop Payment**.

1. Select the appropriate account.

**Stop Payment**

Complete the fields below to make a stop payment request based on known payment information. The fee to place a stop payment is \$30.00. To place a stop payment on an electronic payment, please call customer service at 888-588-2623 for assistance.

ACCOUNT *	Enter the check number		
CHECK NUMBER *	<input type="text"/>		
PAYEE	1	2	3
AMOUNT	4	5	6
DATE	7	8	9
NOTE	Delete	0	Save

2

**Stop Payment**

Complete the fields below to make a stop payment request based on known payment information. The fee to place a stop payment is \$30.00. To place a stop payment on an electronic payment, please call customer service at 888-588-2623 for assistance.

ACCOUNT *	Enter the payee		
CHECK NUMBER *	Payee Name		
PAYEE	<input type="button" value="Set"/>		

\* - Indicates required field

3

**Stop Payment**

Complete the fields below to make a stop payment request based on known payment information. The fee to place a stop payment is \$30.00. To place a stop payment on an electronic payment, please call customer service at 888-588-2623 for assistance.

ACCOUNT *	Enter the check amount		
CHECK NUMBER *	\$ <input type="text" value="0.00"/>		
PAYEE	1	2	3
AMOUNT	4	5	6
DATE	7	8	9
NOTE	Delete	0	Save

\* - Indicates required field

4

2. Enter the check number and click the **Save** button.
3. (Optional) Enter the payee and click the **Set** button.
4. (Optional) Enter the amount and click the **Save** button.

**Stop Payment**

Complete the fields below to make a stop payment request based on known payment information. The fee to place a stop payment is \$30.00. To place a stop payment on an electronic payment, please call customer service at 888-588-2623 for assistance.

ACCOUNT *	Enter the date of the check
CHECK NUMBER *	
PAYEE	
AMOUNT	
DATE	
NOTE	

Enter the date of the check

◀ January ▶ 2018 ▶

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

**Stop Payment**

Complete the fields below to make a stop payment request based on known payment information. The fee to place a stop payment is \$30.00. To place a stop payment on an electronic payment, please call customer service at 888-588-2623 for assistance.

ACCOUNT *	Enter a brief note to include with this request
CHECK NUMBER *	
PAYEE	
AMOUNT	

Enter a brief note to include with this request

Description

Set

⚡ Indicates required field

Back Send Request

5. (Optional) Enter the date of the check using the calendar.
6. (Optional) Enter a description under "Note" and click the **Set** button.
7. Click the **Send Request** button when you are finished.



**Note:** You can view the approval status of a stop payment in the Activity Center.



# Services

## Reordering Checks

If you've previously ordered checks through First Financial, you can conveniently reorder checks online at any time by signing in to our trusted vendor's website.

1

HARLAND CLARKE

Personal Products Business Products Customer Service About Harland Clarke

OrderMyChecks.com®

The fastest and easiest way to order!

Need more checks? Use your checking account information to begin.

ROUTING NUMBER Enter 9 digits ?

ACCOUNT NUMBER Enter 4 - 20 digits ?

ACCOUNT TYPE  Personal  Business

CONTINUE

2

Stamps & More Norton

In the **Transactions** tab, click on **Check Reorder**.

1. Complete your order on our vendor's website.
2. Enter the requested information and click the **Continue** button.

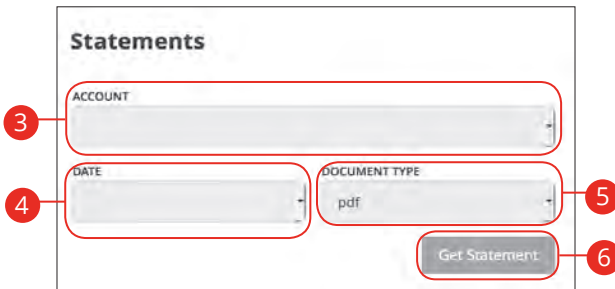
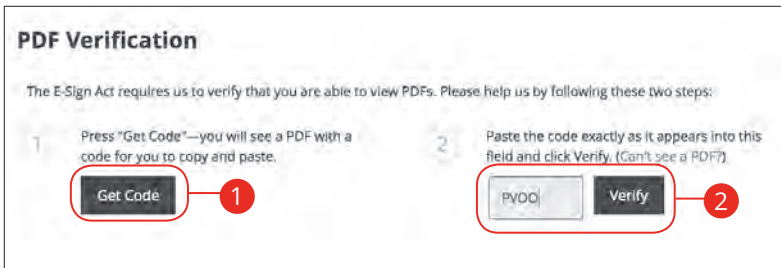


**Note:** If you notice that you are missing checks, please contact us right away so that we can take precautions to safeguard against identity theft and fraud.

# Services

## Statements

The Statements feature is a great virtual filing system for your bank statements, saving paper and space in your home or office. By storing your statements electronically, your account information is always readily available when you need it.



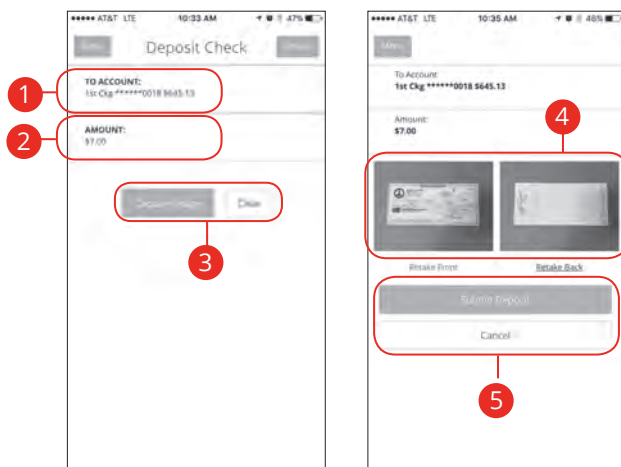
In the **Transactions** tab, click **Statements**.

1. Click the **Get Code** button to verify that you can view a PDF.
2. A PDF with a code appears. Type the code into the verification field and click the **Verify** button.
3. Choose an account to work with using the “Account” drop-down.
4. Choose a date for the statement using the “Date” drop-down.
5. Use the “Document Type” drop-down to select a file format.
6. Click the **Get Statement** button when you are finished.

# Services

## Mobile Deposits

With our mobile app on your Android or iOS device, you can deposit checks into your Online Banking account by taking a photo of a check.



**Note:** This feature is only available when using our mobile app on your device.

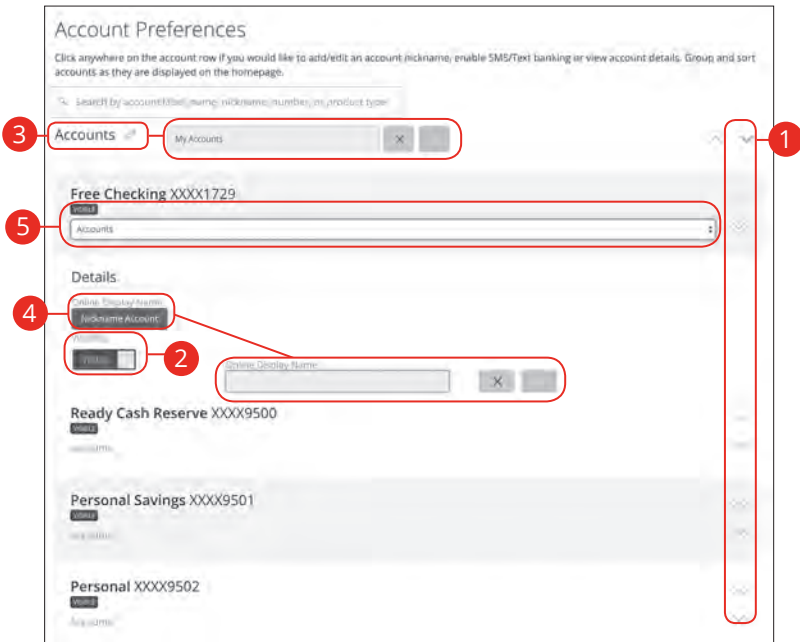
Log in to our First Financial Mobile Banking app.  
In the **Transactions** tab, select **Deposit Checks**.

1. Choose the account you would like the check deposited to.
2. Input the dollar amount of the check.
3. Sign the back of the check, then tap the **Capture Image** button to take an image of both the front and back of the check.
4. Verify that all four corners of the check are visible and all elements are legible, then tap the **Submit Deposit** button when finished.


# Settings

## Account Preferences

The Home page and your accounts should appear in a way that is fitting for you. The names of accounts, order in which they appear on the Home page, order of account groups and names of account groups can be changed in Account Preferences to suit your needs.



In the **Settings** tab, click **Account Preferences**.

1. Select the up or down arrows on the right side to change the order that your accounts appear in.
2. Use the **Visibility** switch to toggle whether or not your account is visible on the Home page.
3. Click the  icon to change the nickname of a group or an account. Make your changes and click the check mark to save it.
4. Click the **Nickname Account** button to change the Online Display Name of an account. Make your changes and click the check mark to save it.
5. Select the "Account" drop-down to change the group that account is in.

# Settings

## Address Change Request

If your current address ever changes and you need to update your contact information, you can submit a request to First Financial for one or all accounts. Once it is approved, the address change takes effect immediately.

### Address Change

Complete and submit this form to change your address information for one or more of your accounts.

Select one or more accounts to change address. Please select at least one account.

Select All Clear All

- COMMERCIAL CHECKING - XXXX6789
- COMMERCIAL LOAN - XXXX7890
- COMMERCIAL CHECKING - XXXX5678
- CERTIFICATE OF DEPOSIT - XXXX3456
- CONSUMER CHECKING - XXXX1234
- SAVINGS - XXXX2345
- 120 DAY CD - XXXX2508
- REGULAR CHECKING - XXXX2431

\* - Indicates required field

ADDRESS 1 \*  
222 testing way

ADDRESS 2 \*  
Address

CITY \*  
Austin

STATE \*  
Texas

ZIP \*  
30066

PHONE COUNTRY  
United States

HOME PHONE \*  
(678)296-2962

WORK PHONE \*  
(678)292-4711

CELL PHONE \*  
Cell Phone

E-MAIL ADDRESS \*  
joecody1@me.com

Submit

In the **Settings** tab, click **Address Change**.

1. Choose the accounts that need the address change.
2. Update your contact information.
3. Click the **Submit** button when you are finished.

# Settings

## Statement Delivery

You can change how you like to receive your monthly statements for your primary account. Paper statements are physically delivered to you in the mail, while E-Statements are sent in PDFs through email.

**Statement Delivery**

Account	Delivery Type	Address
Internal	E-Statement	[Redacted]
Personal Savings	E-Statement	[Redacted]

[View E-Statement Delivery Agreement](#)

**Delivery Preferences**


Account: Internal

Delivery Type: E-Statement

Email Address: [Redacted]

**Save**

In the **Settings** tab, click **Statement Delivery**.

1. Edit or add a delivery destination by clicking the  icon at the end of the account line.
2. Use the drop-down to choose your "Delivery Type."
3. Add or change your email address.
4. Click the **Save** button when you are finished.

# Locations

## Branches and ATMs

If you need to locate a First Financial branch or ATM, the interactive map below can help you find locations nearest you. If your device's location services feature is turned off or your location is unavailable, a general list of branches appears.

The screenshot shows the 'Branches' screen in the First Financial mobile app. At the top, there is a search bar (C) and a toggle for 'Branches' and 'ATMs' (B). The map displays several location pins (D) around Abilene, Texas. A detailed view of the 'HEB-Grocery-Abilene' branch is shown in the foreground, including its address, phone number, and lobby and drive-thru hours.

**HEB-Grocery-Abilene**  
 Address: 1345 Barrow  
 Abilene, TX 79605  
 325-627-7200  
 Get Directions

**LOBBY HOURS**

MON	TUE	WED	THU	FRI	SAT	SUN
9:00am 7:00pm	9:00am 7:00pm	9:00am 7:00pm	9:00am 7:00pm	9:00am 7:00pm	9:00am 5:00pm	Closed

**DRIVE-THRU HOURS**

MON	TUE	WED	THU	FRI	SAT	SUN

Click on the **Branches** tab.

- Details about branches or ATMs are displayed on the right-hand side.
- You can locate a First Financial branch or an ATM by clicking the appropriate button.
- The search bar allows you to find specific First Financial branches.
- First Financial locations or ATMs are marked along with your location. Click a branch for additional details such as phone numbers, directions, lobby hours and drive-thru hours.





**FIRST FINANCIAL BANK**  
MEMBER FDIC



# **Business Online Banking**

## **GUIDE TO WIRES**

WELCOME  
TO BUSINESS  
BANKING

Welcome to Business Online Banking! Whether at home or at the office, from a mobile phone, tablet or laptop, we strive to make your Online Banking experience easy and convenient. Whether you're an enterprise, large corporation or small organization, our flexible Business Online Banking can efficiently serve you.



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[www.mcompany.com](http://www.mcompany.com)

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**Disclaimer**

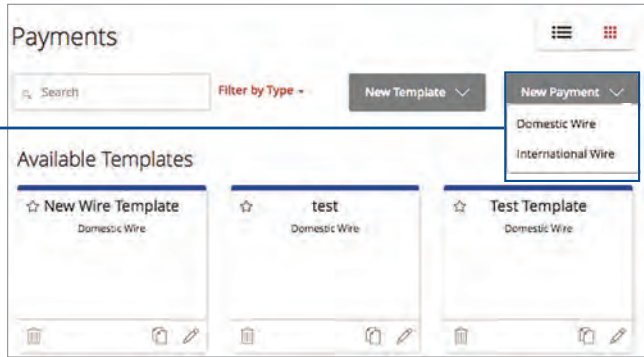
Concepts, strategies and procedures outlined in this guide can and do change and may not be applicable to all readers. The content in this guide is not warranted to offer a particular result or benefit. Neither the author, publisher nor any other party associated with this product shall be liable for any damages arising out of the use of this guide, including but not limited to loss of profit, commercial, special, incidental or other damages. For complete product and service information, please refer to the terms, conditions and disclosures for each product and service.

SENDING A  
PAYMENT:  
SINGLE AND  
TEMPLATE

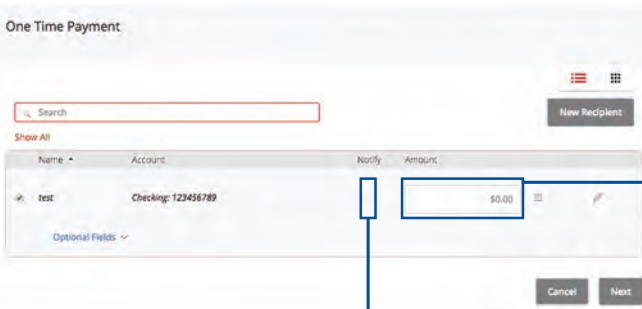
### Step 1 of 3: Single-Recipient & Amount

In order to set up a template or generate a new payment, you need to select whether you are sending funds to an individual or a company.

Choose a payment type from the New Payment drop-down.



You can either choose an existing recipient or create a new one.



Enter an amount.

Notify a recipient of an incoming payment by checking the box in the Notify column.

## ADDING A RECIPIENT

A recipient is any person or company that receives payments from your business. For easy access on the Recipient Management page, you can set up individual profiles so funds can be sent to or received by a recipient. After they are created, you can include them in multiple payments or templates.

### Part 1 of 3: Adding a Recipient

If you are assigned the Manage Recipient right, you need to set up your recipients before you can send payments. In order to add a recipient, you need to have their contact and account information.

**Add Recipient**

Recipient Detail Account - New

Display Name \*

Wire Beneficiary Name \*

Email Address  
example@example.com

Send email notifications for template payments

Country  
United States

Address 1

Address 2

City State ZIP  
Select State

\* - Indicates required field

Cancel

There are several steps you need to complete:

- Enter the recipient's name.
- Enter a Wire Name.
- Enter the recipient's email address.
- Check the box next to "Send E-Mail Notifications" to alert them when a payment is sent.
- Select the recipient's country using the "Country" drop-down.
- Enter the recipient's street address, city, state and zip code.

## ADDING A RECIPIENT

### Part 2 of 3: Recipient Account Detail

You need to provide a new recipient's account information, including their financial institution (FI) and account number. Depending on the types of payments you plan on sending them, you need to specify how users are allowed to send funds to this recipient.

Enter the required information.

### Add Recipient

Recipient Detail **Account - New**

**Beneficiary Type**

- Domestic
- International

**Account Detail**

Account \*  
Ex. 129398123

**Financial Institution Info**

Name *	Country <small>United States</small>	Wire Routing Number *
Address 1	Address 2	City
State <small>Select State</small>	Postal Code	

**Intermediary FI**

Name	Country <small>United States</small>	Wire Routing Number
Address 1	Address 2	City
State <small>Select State</small>	Postal Code	

\* - Indicates required field

**Cancel** **Use Without Save** **Save Recipient** **Add another account**

## ADDING A RECIPIENT

### Part 3 of 3: Beneficiary and Intermediary Detail

When sending a wire, the beneficiary is the final company or person that receives the funds. Depending on the payment type you selected in Part 1, you may need to provide beneficiary information.

Some FIs use an in-between third-party bank called an intermediary to process funds. If your beneficiary requires an intermediary, then you need the FI's wire routing number and address.

The screenshot shows a web form titled "Add Recipient". At the top, there are tabs for "Recipient Detail" and "ACCOUNT - New". Below this, there are radio buttons for "Beneficiary Type" with options "Domestic" (selected) and "International". A "Remove this account" link is visible. The "Account Detail" section has a text field for "Account #" with an example "Ex. 129398123". The "Financial Institution Info" section contains fields for "Name", "Country" (with a "United States" dropdown), "Wire Routing Number", "Address 1", "Address 2", "City", "State" (with a "Select State" dropdown), and "Postal Code". Below this is the "Intermediary FI" section, which has identical fields to the Financial Institution Info section. At the bottom, there is a legend "\* - indicates required field" and buttons for "Cancel", "Go Back", "Send Recipient", and "Add another account".

Enter the account and address information for both the beneficiary and intermediary FI.

- Enter the name of beneficiary and intermediary FI.
- Select its country using the "Country" drop-down. The address fields change based on the chosen country.
  - a. **Domestic wire:** Enter the FI's wire routing number.
  - b. **International wire:** Enter the FI's International Bank Account Number (IBAN) or SWIFT Bank Identification Code (SWIFT BIC).
- Enter the beneficiary's street address, city, state and postal code.

SENDING A  
PAYMENT:  
SINGLE AND  
TEMPLATE

### Step 2 of 3: Subsidiary

Authorized users with the Manage Subsidiaries right can add subsidiaries to one-time payments or templates.

Choose a subsidiary using the search bar or by checking the box next to their name.

Name	ACH/Wire	Tax ID
<input type="checkbox"/> Company B	Wire	

### Step 3 of 3: Account

When setting up a template or sending a single payment, you need to choose which account to withdraw from. All the accounts you are authorized to withdraw from display in a list in the Account tab.

Choose an account to withdraw from by finding its name using the search bar or checking the box next to its name.

Account Name	Account Type	Account Number	Balance
<input type="checkbox"/> WOW account	Checking	xxx11111	\$526.39
<input type="checkbox"/> Operating Account	Checking	xxx73174	\$0.00
<input type="checkbox"/> Special Account	Savings	xxx22222	\$973.59

SENDING A  
PAYMENT:  
SINGLE AND  
TEMPLATE

### Step 3 of 3: Review & Approve

Next, you need to select an effective date or a process date for your payment to occur. When you're finished, you can review the one-time payment or template and, depending on your rights, either draft or approve your transaction.

Review the payment template and make sure all the information is correct.

Click the "Set Schedule" link and enter how often you would like your payment to recur.

If you are creating a template, click **Save**. Click the **Draft** or **Approve** button when you are finished.

The screenshot shows a payment review interface with the following sections and callouts:

- Navigation:** Info & Users, Recipient & Amount, Subiciary, Account, Review & Submit (highlighted in red).
- Template Name:** test
- Send payment as:** Company B
- Total Amount:** \$0.01 to 1 recipient
- From Account:** WOW! account:00011111 520 39
- Process Date:** Select Date (callout box)
- Description:** (empty field)
- Recurrence:** None (callout box)
- Selected Recipients:**

Name	Account	IBID	Amount	Message to Beneficiary
Wendy O	Checking: 9877	NA	\$0.01	

\* indicates required field (callout box)

Buttons: Cancel, Save, Draft, Approve (callout box)

**Process Date:** The day the Bank processes your payment but will not post for another few business days. Wire transfers require a process date.

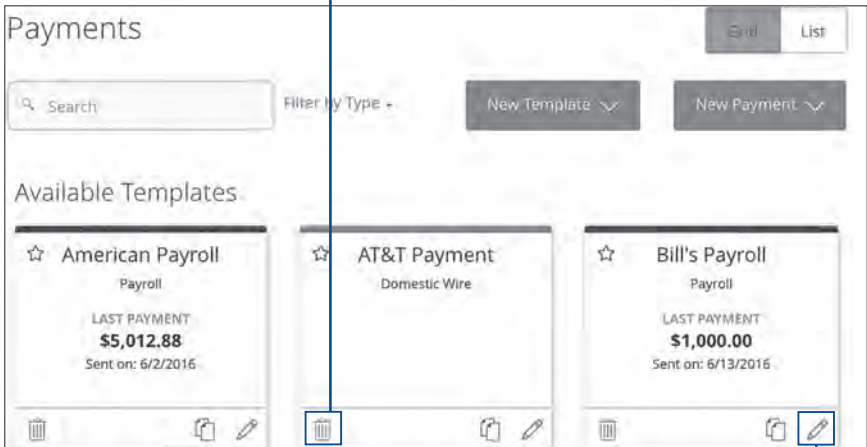



**EDIT OR  
DELETE  
TEMPLATE**

If you have Manage Template and Recipient rights, you can edit or use any of the available templates on the Payments page. Using or editing a template is a quick way to send a recurring payment or make a quick change without having to create a new template.

An authorized user can delete an unnecessary template if they have Manage Template rights. However, once a template is deleted, previous payments using the template will not change.

To delete a template, click the **Commercial** tab, then **Wire Transfer**. Click the  icon then click the **Delete Template** button to permanently delete a template.

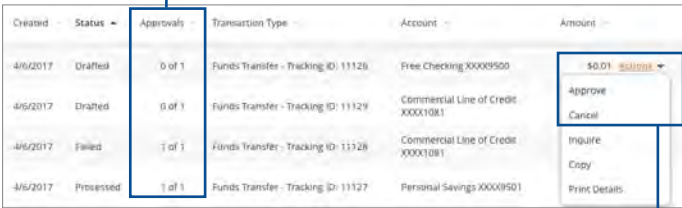


To edit a template, click the **Commercial** tab, then **Wire Transfer**. Click the  icon to edit a template. Make the necessary edits. Click the **Save** button when you are finished making changes.

**APPROVING OR  
CANCELING A  
TRANSACTION**

All payments appear in the Activity Center, where authorized users can view, approve or cancel certain payments. If a payment has processed and cleared, you cannot make changes to that transaction.

To approve a single transaction, click the **Transactions** tab, then **Activity Center**. Note how many approvals are needed to process or cancel the specific transaction.



The screenshot shows a table of transactions with columns for Created, Status, Approvals, Transaction Type, Account, and Amount. The 'Approvals' column for the first row is open, showing a dropdown menu with options: Approve, Cancel, Inquire, Copy, and Print Details. The table contains four rows of transaction data.


Created	Status	Approvals	Transaction Type	Account	Amount
4/6/2017	Drafted	0 of 1	Funds Transfer - Tracking ID: 11126	Free Checking XXXX9500	\$0.01 actions
4/6/2017	Drafted	0 of 1	Funds Transfer - Tracking ID: 11129	Commercial Line of Credit XXXX1081	Approve Cancel
4/6/2017	Failed	1 of 1	Funds Transfer - Tracking ID: 11128	Commercial Line of Credit XXXX1081	Inquire Copy
4/6/2017	Processed	1 of 1	Funds Transfer - Tracking ID: 11127	Personal Savings XXXX9501	Print Details

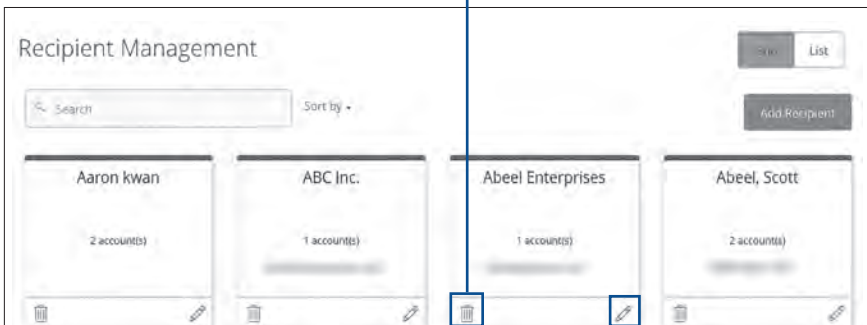
Click the "Actions" drop-down. Select "Approve" or "Cancel." Click the **Confirm** button.

**Note:** If you cancel a recurring transaction in the Single Transaction tab, you will only cancel that single occurrence. To cancel an entire series, you must visit the Recurring Transactions tab in the Activity Center.

## EDITING OR DELETING A RECIPIENT

If a recipient's account or personal information changes, an authorized user can make those necessary edits from the Recipient Management page. You can also delete a recipient that is no longer needed.

To delete a recipient, click the **Commercial** tab, then **Recipients**. Find the recipient you want to delete and click the  icon.



To edit a recipient, click the **Commercial** tab, then **Recipients**. Find the recipient you want to edit and click the  icon. Make the necessary changes to the recipient's contact and address information.

# FIRST FINANCIAL BANK

First Financial Bank  
400 Pine Street  
Abilene, TX 79604

p 636.394.2116 | tf 888.652.8648 | [ffin.com](http://ffin.com)



Member of FDIC



# Positive Pay User Guide



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v6.0  
March 2014

First Financial Bank, N.A.  
Treasury Management Services  
866.627.7214

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## Positive Pay Overview

First Financial Bank's Positive Pay system contains the following functionality:

- Issued check management, including Payee Name Match (submit issued check files and manual input of issued checks)
- ACH Positive Pay based on your rules specifications
- Check file maintenance (ex: changing check number, voiding a check)
- Access to daily exceptions (check and ACH)
- Reverse positive pay and partial account reconciliation transaction extracts
- Online reporting

## Positive Pay Web Address:

<https://www.ffinonline.com/PositivePay01/Pages/Login.aspx>

## User Login



The screenshot shows a login interface for the First Financial Bank Transaction Management System. At the top, it says "Welcome to" followed by the "FIRST FINANCIAL BANK" logo. Below the logo is the text "Transaction Management System" and a message: "Thank you for choosing First Financial Bank's Positive Pay system." Underneath this message is the word "Login" in bold. There are two input fields: "User Name:" followed by a text box, and "Password:" followed by a text box. At the bottom of the form is a button labeled "Login".

**User Name / Password:** User name and password and access privileges are assigned to each user.

## Exception Processing – Quick Exception Processing

The Quick Exception Processing screen is an efficient method of managing exception item activity. Pay and return decisions can be made on all items on a single screen.

Quick Exception Processing as of 05/23/2013

Account ID:

Display Type:

Hide exceptions already decided

Processed Exceptions: (Count: 0) (Amount: \$0.00)

Unprocessed Exceptions: (Count: 7) (Amount: \$14,253.04)

Total Exceptions: (Count: 7) (Amount: \$14,253.04)

NOTE: Exceptions will be given a decision of "Return" if no decision has been made by 11:00 AM.

Account ID	Paid Date	Check #	Amount	Payee	Exception Type	Pay	Return	Reason
1	BCE Op Acct	03/06/2013	Add ACH Rule	218.65				<Not Selected>
2	BCE Op Acct	03/06/2013		3,121.80	UNAUTHORIZED ACH TRANSACTION (CCD/987654321/DR) - Big City Ele Svc Fees Big City Electric	<input type="checkbox"/>	<input type="checkbox"/>	<Not Selected>
3	BCE-Exp Acct	03/06/2013	<a href="#">View Image</a> 13112	102.56	Check E. Cheese	<input type="checkbox"/>	<input type="checkbox"/>	<Not Selected>
4	BCE Op Acct	03/06/2013	<a href="#">View Image</a> 13556	10,000.00	Check Casher's Inc.	<input type="checkbox"/>	<input type="checkbox"/>	<Not Selected>
5	BCE Op Acct	03/06/2013	<a href="#">View Image</a> 13560	586.49	AMOUNT MISMATCH (Issued Amount = 100.00)	<input type="checkbox"/>	<input type="checkbox"/>	<Not Selected>
6	BCE Op Acct	03/06/2013	<a href="#">View Image</a> 13568	188.54	PAID NOT ISSUED	<input type="checkbox"/>	<input type="checkbox"/>	<Not Selected>
7	BCE Op Acct	03/06/2013	<a href="#">View Image</a> 203712	35.00	PAID NOT ISSUED	<input type="checkbox"/>	<input type="checkbox"/>	<Not Selected>

### Top Detail

Account ID:

Display Type:

Hide exceptions already decided

NOTE: Exceptions will be given a decision of "Return" if no decision has been made by 11:00 AM.

**Account ID:** Change this to display exceptions for a specific account (when managing more than one account with Positive Pay services).

**Display Type:** Change this to display exceptions based on type (Checks, ACH or Both).

**Hide Exceptions Already Decided:** Determines whether all exception items are displayed or only those in which a pay/return decision has not been made.

**Cutoff Time:** Automated Pay/Return decision must be made on all “unresolved items” by the cut off time. After the cut off time, users are automatically put in “READ ONLY” mode to prevent any changes to the automated decision. If changes are necessary after the Cutoff Time, contact the bank to alter the automated decision.



## Exception Processing – Quick Exception Processing (Continued)

## Bottom Detail

Account ID	Paid Date	Check #	Amount	Payee	Exception Type	Pay	Return	Reason
1 BCE Op Acct	03/06/2013	Add ACH Rule	218.65		UNAUTHORIZED ACH TRANSACTION (CCD/987654321/DR) - Big City Ele Svc Fees	<input type="checkbox"/>	<input type="checkbox"/>	<Not Selected>
2 BCE Op Acct	03/06/2013		3,121.80		BLOCKED TRANSACTION (CCD/987654322/DR) - ABC MERCH PYMT DISTRICT SCHOOL BOARD	<input type="checkbox"/>	<input type="checkbox"/>	<Not Selected>
3 BCE Op Acct	03/06/2013	<a href="#">View Image</a> 13556	10,000.00	Check Casher's Inc.	AMOUNT MISMATCH (Issued Amount = 100.00)	<input type="checkbox"/>	<input type="checkbox"/>	<Not Selected>
4 BCE Op Acct	03/06/2013	<a href="#">View Image</a> 13560	586.49		PAID NOT ISSUED	<input type="checkbox"/>	<input type="checkbox"/>	<Not Selected>
5 BCE Op Acct	03/06/2013	<a href="#">View Image</a> 13568	188.54		PAID NOT ISSUED	<input type="checkbox"/>	<input type="checkbox"/>	<Not Selected>
6 BCE Op Acct	03/06/2013	<a href="#">View Image</a> 203712	35.00		PAID NOT ISSUED	<input type="checkbox"/>	<input type="checkbox"/>	<Not Selected>

**Client/Account ID:** The Client/Account ID is the nickname or description that identifies the account. This Client/Account ID is displayed in place of the account number on screens within the system and in emails generated by the system. **Note:** The label used for this field (typically "Client ID" or "Account ID") throughout the system.

**Paid Date:** The paid date for this check or ACH transaction.

**Check #:** The check number of this item.

**Add ACH Rule:** Contact Treasury Management to add rules block or filter ACH activity.

**View Image:** Clicking on the "View Image" link will display the check image for the selected item.

**Amount:** The amount of the item that has been presented for payment.

**Payee:** The payee name for this check. **Note:** Payee Name Match must be activated and included with the issued check file upload.

**Exception Type:** The reason that the item is on the exception list. The possible exception types are as follows:

**DUPLICATE PAID ITEM:** The item was previously paid.

**PAID NOT ISSUED:** The item was never loaded into the system as an issued check.

**STALE DATED ITEM PAID:** The item is a stale dated check. A check is considered stale dated if the item was issued prior to the stale dated cutoff date, typically 180 days after the issued item date.

**PREVIOUSLY PAID ITEM POSTED:** The item was previously paid.

**VOIDED ITEM:** The item was previously voided.

**ACH TRANSACTION:** The item is an ACH transaction that was flagged as an exception by the ACH Filter rules defined for the account. **Note:** For ACH exceptions, the ACH Standard Entry Class Code, Originating Company ID and Debit or Credit (DR/CR) are displayed in the exception description.

**Decision:** Check the box to indicate if the item should be paid or returned.

**Reason:** The reason for the pay/return decision. If no reason has been selected, the field is displayed as <Not Selected>.

## Transaction Processing – Issued Check File Submission

The Submit Issued Check File screen is used to upload issued check files to the financial institution.

**Submit Issued Check File**

**Step 1.** Select a file to process.

**Step 2.** Input details about the file.

Client ID: Centrix-OPS  
 File Processing Type: Centrix CSV  
 Items in File:   
 Dollar Amount in File:

**Step 3.** Click the "Process File" button.

**Callouts:**

- Select a file to process: Enter the file path and name, or browse to the location of the issued check file.
- The File Processing Type represents the file format that has been defined for the clients' issued check file. The list is limited to the file format(s) assigned to the client by the financial institution.
- Click *Process File* to upload the file to the bank.

**Processing Results**

File Name	Upload Date	Status	Items	Amount
Comma2.txt	3/8/2012 10:35:55 AM	Processed with Exceptions	8	\$8,801.26

To view additional details regarding the file, click on the status column. For example, to view the exceptions on a file that has a result of *Processed with Exceptions*, click on the 'Processed with Exceptions' link.

**Results: Processed with Exceptions**

Close

**Error Message**

1	Check Number: 123005 Amt: 50.23 Error:1002-CHECK IS ALREADY IN SYSTEM
2	Check Number: 123006 Amt: 4548.98 Error:1002-CHECK IS ALREADY IN SYSTEM
3	Check Number: 123007 Amt: 182.65 Error:1002-CHECK IS ALREADY IN SYSTEM

**Client/Account ID:** The Client/Account ID associated with the issued checks contained within the file. This Client/Account ID is displayed in place of the account number on screens within the system and in emails generated by the system.

**Note:** If an issued check file contains items for multiple accounts, select another Client ID from the drop down box.

*Transaction Processing – Issued Check File Submission (Continued)*

**File Processing Type:** Indicates the format/template of the issued check file.

**Items in File:** The number of checks in the file. If the number entered does not match the actual number of items in the file, the file will be rejected. **Note:** If the field is disabled, the number of items in the file is not required or is included in the file.

**Dollar Amount in File:** The total dollar amount of checks in the file. **Note:** If the field is disabled, the dollar amount in the file is not required or is included in the file.

Once a file is uploaded and processed, a window will be displayed indicating the processing status. If the file has not processed within 30 seconds a message is displayed stating an email will be sent indicating the file processing status. The file processing status can also be checked within the Issued Check File Processing Log screen. The following is a list of the possible processing statuses:

Unprocessed: The file has been uploaded, but has not yet been processed.

Processed: The file was processed successfully.

Processed with Exceptions: The file was processed successfully, but duplicate checks were not loaded.

Rejected: The file was rejected due to one of the following reasons:

- A mismatch between the number of items/amount entered on the screen and the number of items/amount contained in the file (if required)
- The file format did not match the format selected(the wrong template was selected)


## Transaction Processing – Add New Issued Check

The Add New Issued Check screen is used when a check is manually written or not included in the electronic issued check file. Any checks entered on this screen in one setting will be displayed below.

**Add New Issued Check**

<b>Account ID:</b>	<input type="text" value="BCE-Payroll"/>	<b>Check Number:</b>	<input type="text" value="10004"/>
<b>Amount:</b>	<input type="text" value="7812.56"/>	<b>Issued Date:</b>	<input type="text" value="05/23/2013"/>
<b>Payee:</b>	<input type="text" value="Fred Couples"/>		

**Auto-Increment Check Number**



	Account ID	Check Number	Amount	Issued Date	Payee
1	BCE-Payroll	10001	\$1,100.23	05/23/2013	Jane Smith
2	BCE-Payroll	10002	\$1,215.98	05/23/2013	George Washington
3	BCE-Payroll	10003	\$590.02	05/23/2013	Richard Nixon
			<b>Total: \$2,906.23</b>		

**Client/Account ID:** The Client/Account ID is the nickname or description that identifies the account. This Client/Account ID is displayed in place of the account number on screens within the system and in emails generated by the system.

**Check #:** The check number of this item.

**Amount:** The amount of the check.

**Issued Date:** The issued date for this check.

**Payee:** The payee name for this check. *Note:* Payee Name Match must be activated and included with the issued check file upload.

**Auto-Increment Check Number:** Checking this box will increment the check number by one after each check submission.

## Transaction Processing – Review Checks

The Review Issued Checks screen displays all issued checks for the selected Client/Account ID. This includes outstanding issued items, paid items, and exceptions.

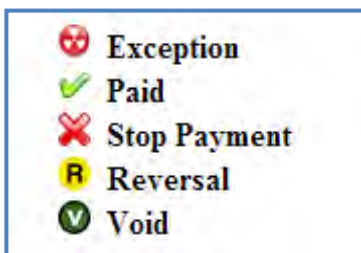
The Client/Account ID determines the account displayed. Changing this selection will refresh the screen.

Review Checks										
Account ID:		<input type="text" value="BCE Op Acct"/>								(Count: 5,656) (Amount: \$12,277,038.94)
<a href="#">Show Key</a>										
	Status	Account ID	Issued Date	Paid Date	Check #	Amount	Payee	Details		
1	⊕	BCE Op Acct	03/06/2013	03/06/2013	13556	10,000.00	Check Casher's Inc.	Display		
2	⊕	BCE Op Acct	03/06/2013	03/06/2013	13553	960.85		Display		
3	✓	BCE Op Acct	03/06/2013	03/06/2013	13553	960.85		Display		
4	⊕	BCE Op Acct	03/06/2013	03/06/2013	13560	586.49		Display		
5	⊕	BCE Op Acct	03/06/2013	03/06/2013	13555	439.69		Display		
6		BCE Op Acct	03/06/2013	03/06/2013	13556	370.69		Display		
7	⊕	BCE Op Acct	03/06/2013	03/06/2013	13549	354.37	Joe Franklin	Display		
8	⊕	BCE Op Acct	03/06/2013	03/06/2013	13568	188.54		Display		
9		BCE Op Acct	03/05/2013		987	987.98	Steve Hansen	Display		
10		BCE Op Acct	03/05/2013		988	857.58	Steve	Display		
11		BCE Op Acct	03/05/2013	03/06/2013	13549	539.65	Joe Franklin	Display		
12	✓	BCE Op Acct	03/05/2013	03/06/2013	13556	100.00	Check Casher's Inc.	Display		
13		BCE Op Acct	03/04/2013		135550	439.69	James Johnson III	Display		
14	⓪	BCE Op Acct	03/01/2013		20008	300.00	Jello Inc	Display		
15	⓪	BCE Op Acct	03/01/2013		20007	200.00	Centrix Bank	Display		
16		BCE Op Acct	02/26/2013		135680	188.54	Mike Holyfield	Display		
17		BCE Op Acct	02/25/2013		135600	586.49	Mandalay Bay	Display		
18		BCE Op Acct	02/23/2013		135490	354.37	Andrew Paulsen	Display		
19		BCE Op Acct	02/22/2013		135530	960.85	Brian Johnson	Display		
20	⊕	BCE Op Acct	11/03/2011	03/06/2013	555555	555.00		Display		

If a large number of items are present, multiple pages will exist.

The following columns appear on the Review Issued Checks screen:

**Status:** Icons representing the status of the transaction. By clicking on the *Show Key* link in the top-right portion of the screen, a legend displaying the description of each status icon is displayed. The possible statuses represented by an icon are as follows:



- Exception:** Displayed on items that are flagged as exceptions by the system.
- Paid:** Displayed on items that have been previously paid.
- Stop Payment:** Displayed for checks that have been stopped with a stop payment.
- Reversal:** Displayed on items that have been paid and reversed.
- Void:** Displayed on items that have been voided.
- Blank:** No icon indicates that the item is an outstanding check.

*Transaction Processing – Review Checks (Continued)*

**Client/Account ID:** The Client/Account ID is the nickname for the account. This Client/Account ID is displayed in place of the account number on screens within the system and in emails generated by the system.

**Issued Date:** The issued date for this check. On *Paid Not Issued* exceptions, the paid date is defaulted into the issued date field.

**Paid Date:** The paid date for this check.

**Check #:** The check number of this item.

**Amount:** The amount of the check that has been presented for payment.

**Payee:** The payee name for this check. *Note:* Payee Name Match must be activated and included with the issued check file upload.

## Transaction Processing – Review Checks (Display Details)

When the *Display* link is clicked, detailed transaction information is displayed. **Note:** The status of the item, the user's security rights, and security parameters control the fields available for editing.

**Client/Account ID:** The Client/Account ID is the nickname or description that identifies this account to the customer. This Client/Account ID is displayed in place of the account number on screens within the system and in emails generated by the system.

**Check Number:** The check number of this item.

**Amount:** The amount of the check that has been presented for payment.

**Payee:** The payee name for this check. **Note:** Payee Name Match must be activated.

**Issued Date:** The issued date of the item. On *Paid Not Issued* exceptions, the paid date is defaulted into the issued date field.

**Decision:** The decision that has been applied to this exception. If no decision has been applied, the field is displayed as <Not Selected>.

**Date Reconciled:** The date the system was reconciled within the system in the Check Reconciliation Summary screen. This field is not editable.

**Paid Date:** The date the item posted/paid.

**Return Reason:** The reason for the pay/return decision. If no reason has been applied, the field is displayed as <Not Selected>.

**Trace Number:** A unique transaction ID number that is generated by the core processing system.

**Date Stop Request:** If a stop payment request was placed on the item, the date the stop was requested is displayed.

**Void Date:** If the item has been voided, the void checkbox is checked; otherwise, the checkbox is blank.

**Notes:** Freeform text field that allows users to add notes to this item.

**Submission Type:** Indicates how the item was originally loaded into the system. The following values may be displayed:

**E-file:** Indicates that the item was electronically loaded from an issued file.

**Manual:** Indicates that the item was not electronically loaded from an issued file. The item was either manually input through the Add New Issued Check screen or the item was added by the system during the nightly update.

**Stop Pay Status:** Stop Payments are initiated in Business Online Bank.

None: Indicates the client has not requested that the item be stopped.

Requested: Stop Payments are initiated through Business Online Banking.

Applied: Indicates the bank has applied the stop payment request.

Item Stopped: Indicates the client has requested that the item be stopped and the item was already presented for payment and stopped by the bank.

**Reversal:** Indicates if the item was reversed.



## Transaction Processing – Void a Check

The Void Check screen is used to void an issued check.

### Void a Check

**Step 1.** Enter check information.

---

**Account ID:**

**Check Number:**

**Check Amount:**

**Issued Date:**

**Step 2.** Click the "Find Matching Check" button to find the check.

---

**Step 3.** Verify the check that will be voided.

---

Account ID	Check #	Check Amount	Issued Date
BCE-Payroll	10003	590.02	05/23/2013

**Step 4.** Click the "Void Check" button to complete the void process.

---

**Note: Voids are retained within the system for 60 days after an item has been voided.**

**Client/Account ID:** The Client/Account ID is the nickname or description that identifies this account. This Client/Account ID is displayed in place of the account number on screens within the system and in emails generated by the system.

**Check Number:** The number of the issued check.

**Check Amount:** The amount the check was written for.

**Issued Date:** The date the check was issued.

**Note:** All three fields are required to void a check.

## Transaction Processing – Check Search

The Check Search screen is used to search for specific transactions using dynamic selection criteria.

*Selection Screen:*

### Check Search

**Client:** Big City Electric

**Account ID:** =1    
 =2    
 =3

	Start	End
<b>Issued Date:</b>	<input type="text"/>	<input type="text"/>
<b>Paid Date:</b>	<input type="text"/>	<input type="text"/>
<b>Check Number:</b>	<input type="text"/>	<input type="text"/>
<b>Check Amount:</b>	<input type="text"/>	<input type="text"/>
<b>Issued Payee:</b>	<input type="text"/>	

---

**Transaction Status:**

**Stop Pay Status:**

**Decision:**

**Reason:**

Note: Transaction history is retained within the system for 60 days after an item has paid.

**Client/Account ID:** Optionally select a specific account. If no accounts are selected the system will search through all available accounts available to the user.

**Issued Date:** The Issued Date is used to search for transactions based upon the issued date of checks. A date range may be entered using the Start and End date fields. If searching for a specific date, enter the date in both the start and end date fields.

**Paid Date:** The Paid Date is used to search for transactions based upon the date the item was posted. A date range may be entered in the Start and End date fields. If searching for a specific date, enter the date in both the start and end date fields.

**Check Number:** The Check Number is used to search for transactions based upon check numbers. A range of check numbers may be selected by entering both a Start and End check number. If searching for a single check, enter the check number in the start field (the end field may be left blank).

**Check Amount:** The Check Amount is used to search for transactions based upon a specific dollar amount or dollar range. If searching for an exact amount, enter the amount in the start field (the end field may be left blank).

**Issued Payee:** The Issued Payee box is used to search by issued payee.

*Transaction Processing – Check Search (Continued)*

**Transaction Status:** To search for checks based upon the status of the check, select a status from the list. The following statuses are available:

Issued and Not Paid: Lists outstanding issued checks.

Issued and Paid: Lists paid checks.

Current Exceptions: Lists today's exceptions.

All Exceptions: Lists exceptions from today and from previous days.

Void: Lists voided checks.

**Stop Pay Status:** To search for checks in which a stop pay request has been issued, select a stop pay status from the list. The following stop pay statuses are available:

Requested Stop Pay: The stop payment has not been applied by the bank.

Requested and Placed: The bank has applied the stop payment.

Item Stopped and Returned: The item was presented for payment and stopped by the bank.

**Decision:** To search for exceptions based upon the pay/return decision, select a decision from the list.

**Reason:** To search for exceptions based upon the reason that was selected, select a reason from the list.

*Results Screen:*

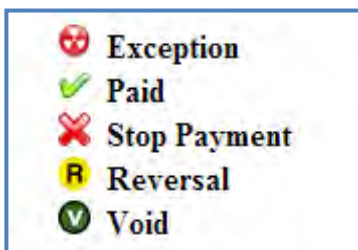
Check Search									
(Count: 5,885) (Amount: \$12,000.00) 43									
<a href="#">Show Key</a>									
	Status	Account ID	Issued Date	Paid Date	Check #	Amount	Payee	Details	
1	✓	BCE Op Acct	10/01/2011	04/24/2013	445566	100.00		Display	
2	✓	BCE Op Acct 2	06/17/2011	03/10/2013	3416	1,891.26		Display	
3	✓	BCE Op Acct	06/17/2011	03/10/2013	3416	1,891.26		Display	
4	⊗	BCE Op Acct	06/21/2011	03/0					
5	⊗	BCE Op Acct	11/03/2011	03/0					

Click *Display* to view detailed information about a check.

- All transactions matching the search criteria will be displayed.
- If a large number of items meet the search criteria, multiple pages will exist.

The following columns appear on the Check Search screen:

**Status:** Icons representing the status of the transaction. By clicking on the *Show Key* link in the top-right portion of the screen, a legend displaying the description of each status icon is displayed. The possible statuses represented by an icon are as follows:



**Exception:** Displayed on items that are flagged as exceptions by the system.

**Paid:** Displayed on items that have been previously paid.

**Stop Payment:** Displayed for checks that have been stopped with a stop payment.

**Reversal:** Displayed on items that have been paid and reversed.

**Void:** Displayed on items that have been voided.

**Blank:** No icon indicates that the item is an outstanding check.

**Client/Account ID:** The Client/Account ID is the nickname or description that identifies this account. This Client/Account ID is displayed in place of the account number on screens within the system and in emails generated by the system.

*Transaction Processing – Check Search (Continued)*

**Issued Date:** The issued date for this check. On *Paid Not Issued* exceptions, the paid date is defaulted into the issued date field.

**Paid Date:** The paid date for this check.

**Check #:** The check number of this item.

**Amount:** The amount of the check that has been presented for payment.

**Payee:** The payee name for this check. **Note:** Payee Name Match must be activated and included with the issued check file upload.

## Transaction Processing – Paid Check Search

The Paid Check Search screen is used to search for specific transactions using dynamic selection criteria.

*Selection Screen:*

**Paid Check Search**

<b>Client:</b>	Big City Electric	
<b>Account ID:</b>	#1	<input style="width: 100px; height: 20px; border: 1px solid gray;" type="text"/>
	#2	<input style="width: 100px; height: 20px; border: 1px solid gray;" type="text"/>
	#3	<input style="width: 100px; height: 20px; border: 1px solid gray;" type="text"/>
	<b>Start</b>	<b>End</b>
<b>Paid Date:</b>	<input style="width: 100px; height: 20px; border: 1px solid gray;" type="text"/>	<input style="width: 100px; height: 20px; border: 1px solid gray;" type="text"/>
<b>Check Number:</b>	<input style="width: 100px; height: 20px; border: 1px solid gray;" type="text"/>	<input style="width: 100px; height: 20px; border: 1px solid gray;" type="text"/>
<b>Check Amount:</b>	<input style="width: 100px; height: 20px; border: 1px solid gray;" type="text"/>	<input style="width: 100px; height: 20px; border: 1px solid gray;" type="text"/>
<input type="button" value="Produce Report"/>		
<b>Note: Transaction history is retained within the system for 90 days after an item has paid.</b>		

**Client/Account ID:** Optionally select a specific account. If no accounts are selected the system will search through all available accounts.

**Paid Date:** The Paid Date checkbox is used to search for transactions based upon the date the item was posted. A date range may be entered in the Start and End date fields. If searching for a specific date, enter the date in the start date field.

**Check #:** The Check # checkbox is used to search for transactions based upon check numbers. A range of check numbers may be selected by entering both a Start and End check number. If searching for a single check, enter the check number in the start field.

**Check Amount:** The Check Amount checkbox is used to search for transactions based upon a specific dollar amount or dollar range. If searching for an exact amount, enter the amount in the start field.

*Transaction Processing – Paid Check Search (Continued)**Results Screen:*

	Status	Account ID	Issued Date	Paid Date	Check #	Amount	Payee
1		BCE Op Acct	05/16/2013	05/16/2013	<a href="#">View Image 101</a>	100.00	
2		BCE Op Acct	07/06/2012	05/08/2012	<a href="#">View Image 71928</a>	1,974.61	Ind Egghm, In.
3		BCE Op Acct	09/19/2012	05/02/2013	<a href="#">View Image 1</a>	100.00	John Wayne
4		BCE Op Acct	09/19/2012	05/01/2013	<a href="#">View Image 2</a>	200.00	John Wayne

**Client/Account ID:** The Client/Account ID is the nickname or description that identifies this account. This Client/Account ID is displayed in place of the account number on screens within the system and in emails generated by the system.

**Issued Date:** The issued date for this check. On *Paid Not Issued* exceptions, the paid date is defaulted into the issued date field.

**Paid Date:** The paid date for this check.

**Check #:** The check number of this item.

**Amount:** The amount of the check that has been presented for payment.

**Payee:** The payee name for this check. *Note:* Payee Name Match must be activated and included with the issued check file upload.

## Transaction Processing – Reverse Positive Pay/Transaction Extract

The Reverse Positive Pay/Transaction Extract screen enables users to create an electronic file of paid checks. Once complete, the file and report are automatically displayed at the bottom of the screen. To save an extract file to a local workstation or network drive, click on the *File / Save* menu option while viewing the file. Or, right click on the View File link and select *Save Target As*.

**Note:** An item may only be extracted once.

### Transaction Extract (XLS File)

**Step 1.** Select a "Account ID" and "Extract through date".

---

Account ID:  ▼

Extract from date:  (optional)

Extract through date:

**Step 2.** Click the "Create File and Report" button.

---

**Step 3.** View Report or File By Clicking on Links in Grid Below.

---

	Account ID	File	Report	Date Created	Item Count	
1	BCE Op Acct	<a href="#">View File</a>	<a href="#">View Report</a>	05/23/13 10:42 AM	2744	<a href="#">Remove</a>

**Client/Account ID:** The Client/Account ID is the nickname or description that identifies this account to the customer. This Client/Account ID is displayed in place of the account number on screens within the system and in emails generated by the system.

**Extract from date:** The extract from date is an optional field. By default the system will extract all items that have not been previously extracted.

**Extract Thru Date:** The date through which posted items are included in the extract file.

*Transaction Processing – Reverse Positive Pay/Transaction Extract Report (Continued)*

INST : 000		CENTRIX BANK		RUN DATE: 05/23/13	
SYSTEM: 05/23/13 10:45 AM		TRANSACTION EXTRACT REPORT		PROCESSED THRU: 05/23/13	
CLIENT: Big City Electric		ACCOUNT ID: BCE Op Acct		FILE NAME: BCEOpAcct_20130523_104250.xls	
	CHECK #	PAID DATE	AMOUNT	DR/CR	REFERENCE
1	0	06/21/2011	1,353.78	DR	43001050
2	2389	06/24/2011	16.65	DR	41005949
3	2921	07/07/2011	189.88	DR	41000163
4	2927	06/22/2011	1,938.35	DR	3000802
5	3092	07/05/2011	296.12	DR	41000414
6	3117	06/22/2011	1,880.59	DR	3000801
7	3251	06/21/2011	345.39	DR	41015330
8	3253	06/29/2011	119.50	DR	41002533
9	3280	07/02/2011	309.47	DR	42004524
10	3292	06/24/2011	225.11	DR	41013836
11	3296	06/25/2011	208.65	DR	3000636
12	3300	06/21/2011	272.57	DR	41008848
13	3306	07/06/2011	2,284.35	DR	44010656



## Transaction Processing – Transaction Extract Multiple Accounts

The Transaction Extract Multiple Accounts screen enables users to create an electronic file of paid checks to upload to another system. Once complete, the file and report are automatically displayed at the bottom of the screen. To save an extract file to a local workstation or network drive, click on the *File / Save* menu.

**Transaction Extract Multiple Accounts (XLS File)**

**Step 1.** Select at least one "Account ID" and "Extract from and through dates".

---

	Available	Selected	
<b>Account ID:</b>	BCE Op Acct BCE-Exp Acct BCE-Payroll		<input type="button" value="Add All"/> <input type="button" value="Remove All"/>
<b>Extract from date:</b>	05/29/2013		
<b>Extract through date:</b>	05/30/2013		

**Step 2.** Click the "Create File" button.

---

**Client/Account ID:** The Client/Account ID is the nickname or description that identifies this account to the customer. This Client/Account ID is displayed in place of the account number on screens within the system and in emails generated by the system.

**Extract from date:** The date from which posted items are included in the extract file.

**Extract Thru Date:** The date through which posted items are included in the extract file.

## Transaction Processing – ACH Reporting Files

The ACH Reporting Files screen provides downloadable files containing ACH transactions, returns, notice of change (NOC) and EDI detail from corporate ACH payments. To save an ACH Reporting file to a local workstation or network drive, click on the *File / Save* menu option while viewing the file, or right click on the *download* link and select *Save Target As*.

ACH Reporting Files (2)					
	Report Description	File Type	Report	Date Created	File Size
1	Demo EDI Report	PDF - Full Transaction Details	<a href="#">Download</a>	12/07/2011 12:45:52 PM	69.95 kb
2	Returns	PDF - Full Transaction Details	<a href="#">Download</a>	12/08/2011 02:43:21 PM	68.96 kb

**From / Thru Date:** The date range for which ACH reporting files displayed.

**Report Description:** The description of ACH reporting file.

**File Type:** The format of the file. Types include: XML, PDF, NACHA, CSV or XLS.

**Date Created:** The date the report was created.

**File Size:** The size of the file (in kb).

## Stop Payments – Review Stop Payment Items

The Review Stop Payment Items screen is used to view all checks that are currently marked as stop pay items.

Review Stop Payment Items										
Account ID:		BCE Op Acct								(Count: 7) (Amount: \$8,583.41)
Note: This report lists all outstanding issued checks that match to current stop payments.										
	Status	Account ID	Issued Date	Paid Date	Check #	Amount	Payee	Details		
1	✘	BCE Op Acct	12/09/2013		987	987.98	Apple Computer	Display		
2	✘	BCE Op Acct	11/28/2013		45445	550.00	Gabriella Williams	Display		
3	✘	BCE Op Acct	11/23/2013		517089	45.43	Piper Martin	Display		

Click *Display* to review details of the issued check for which the stop payment has been applied.

### Review Stop Payment Items (Display Details)

Account ID:	BCE Op Acct	Check Number:	987	Amount:	987.98
Payee:	Apple Computer	Issued Date:	12/09/2013	Decision:	<Not Selected>
Date Reconciled:		Paid Date:		Return Reason:	<Not Selected>
Trace Number:	0	Date Stop Req.:	06/19/2013	Void Date:	
Additional Notes:					
<input type="button" value="Update"/>					
Submission Types: <input type="checkbox"/> Reversal: NO Stop Pay Status: Requested					

The ability to change item details is controlled by security.

**Client/Account ID:** The Client/Account ID is the nickname or description that identifies this account. This Client/Account ID is displayed in place of the account number on screens within the system and in emails generated by the system.

**Check Number:** The check number of this item.

**Amount:** The amount of the check that has been presented for payment.

**Payee:** The payee name for this check.

**Issued Date:** The date this item was issued. On *Paid Not Issued* exceptions, the paid date is defaulted into the issued date field.

**Decision:** The decision that has been applied to this exception. If no decision has been applied, the field is displayed as <Not Selected>.

**Date Reconciled:** The date the system was reconciled within the system in the Check Reconciliation Summary screen. This field is not editable.

**Paid Date:** The date the item was posted/paid.

*Stop Payments – Review Stop Payment Items (Continued)*

**Return Reason:** The reason for the pay/return decision. If no reason has been applied, the field is displayed as <Not Selected>.

**Trace Number:** A unique transaction ID number that is generated by the core processing system.

**Date Stop Request:** The date that the stop was requested is displayed.

**Void Date:** If the item has been voided, the void checkbox is checked; otherwise, the checkbox is blank.

**Notes:** Freeform text field to add notes to this item.

**Submission Type:** Indicates how the item was originally loaded into the system. The following values may be displayed:

E-file: Indicates that the item was electronically loaded from an issued file.

Manual: Indicates that the item was not electronically loaded from an issued file. The item was either manually input through the Add New Issued Check screen or the item was added by the system during the nightly update.

**Stop Pay Status:** To search for checks in which a stop pay request has been issued, select a stop pay status from the list. The following stop pay statuses are available:

Requested Stop Pay: The stop payment has not been applied by the bank.

Requested and Placed: The bank has applied the stop payment.

Item Stopped and Returned: The item was presented for payment and stopped by the bank.

**Reversal:** Indicates if the item was reversed.

## Transaction Reports – All Checks

The All Checks Report filter screen generates an on-line report using dynamic selection criteria. Select items by Issued Date, Paid Date, Input Date, Exception Date or Issued Payee. Optionally select items that meet a specific pay/return decision or return reason.

*Selection Screen:*

All Checks

**Client:** Big City Electric

**Account ID:** =1    
 =2    
 =3

**Issued Date:**  **Start**  **End**

**Paid Date:**

**Input Date:**

**Exception Date:**

**Issued Payee:**

---

**Decision:**

**Reason:**

**Include Reversals:**

**Note: Transaction history is retained within the system for 60 days after an item has paid.**

Optionally chose specific accounts to be included in the report. By default, all assigned accounts are included in the report.

The report can be printed or exported to Excel by clicking on the buttons.

Click on "Go Back" to return to the report selection screen.

*Results Screen:*

Go Back

All Checks (7)								
	Account ID	Check Number	Check Amount	Payee	Issued Date	Paid Date	Input Date	Status
1	BCE Op Acct	983613	\$296.12	Anderson Ford	06/17/2011	04/08/2012	06/17/2011	Paid
2	BCE Op Acct	983614	\$2,638.80	General Discount	06/17/2011	04/08/2012	06/17/2011	Paid
3	BCE Op Acct	983615	\$486.20	Grocery Store	10/13/2010	04/08/2012	10/13/2010	Paid
4	BCE Op Acct	983616	\$70.00	Television Mart	10/13/2010	04/08/2012	10/13/2010	Paid
5	BCE Op Acct	983617	\$395.00	BioMat	10/13/2010	04/08/2012	10/13/2010	Paid
6	BCE Op Acct	983618	\$4.06	Print Graphics	10/13/2010	04/08/2012	10/13/2010	Paid
7	BCE Op Acct	983619	\$1.27	Custom Auto	10/13/2010	04/08/2012	10/13/2010	Paid
			<b>\$3,891.45</b>					

**Selection Criteria:**  
 Client: Big City Electric  
 Account ID: BCE Op Acct  
 Paid Date: 04/08/2012 - 04/08/2012

**Client/Account ID:** The Client/Account ID is the nickname or description that identifies this account. This Client/Account ID is displayed in place of the account number on screens within the system and in emails generated by the system.

*Transaction Reports – All Checks (Continued)*

**Check Number:** The check number of this item.

**Check Amount:** The amount of the check that has been presented for payment.

**Payee:** The name of the issued payee for this check.

**Issued Date:** This is the date the check was issued.

**Paid Date:** The paid date for this check.

**Input Date:** The date the issued item was entered into the system. Note: The date is followed by (M) if the check was not loaded via an issued file upload, which means it was entered into the system in some other manner. Examples would be a check being manually input by a user, or a paid not issued exception item that is paid.

**Status:** The current status of the check.

Stop Payment: Displayed for checks that have been stopped with a stop payment.

Exception: Displayed on items that are flagged as exceptions by the system.

Paid: Displayed on items that have been previously paid.

Void: Displayed on items that have been voided.

Void (A): Indicates that the item was automatically voided.

Issued: Indicates that the item is an outstanding check.

## Transaction Reports – Outstanding Issued Checks

The Outstanding Issued Checks report filter screen allows the user to create an outstanding issued checks report using dynamic selection criteria. Select items by Issued Date, Input Date, Outstanding as of Date, or Issued Payee.

### Selection Screen:

### Outstanding Issued Checks

**Client:** Big City Electric

**Account ID:** =1    
 =2    
 =3

**Issued Date:** Start  End

**Input Date:**

**As of Date:** 05/29/2013

**Issued Payee:**

Optionally chose specific accounts to be included in the report. By default, all assigned accounts are included in the report.

The report can be printed or exported to Excel by clicking on the buttons.

Click on "Go Back" to return to the report selection screen.

### Results Screen:

Go Back

Outstanding Issued Checks (3)							
	Account ID	Check Number	Check Amount	Payee	Issued Date	Input Date	
1	BCE-Payroll	10001	\$1,100.23	Jane Smith	05/23/2013	05/23/2013 (M)	
2	BCE-Payroll	10002	\$1,215.98	George Washington	05/23/2013	05/23/2013 (M)	
3	BCE-Payroll	10003	\$590.02	Richard Nixon	05/23/2013	05/23/2013 (M)	
			<b>\$2,906.23</b>				

**Selection Criteria:**  
 Client: Big City Electric  
 As of Date: 05/29/2013  
 Issued Date: 05/22/2013

**Client/Account ID:** The Client/Account ID is the nickname or description that identifies this account. This Client/Account ID is displayed in place of the account number on screens within the system and in emails generated by the system.

**Check Number:** The check number of this item.

**Check Amount:** The amount of the check that has been presented for payment.

**Payee:** This is the name of the payee for this check.

**Issued Date:** This is the date the check was issued.

**Input Date:** The date the issued item was entered into the system. Note: The date is followed by (M) if the check was not loaded with an issued file upload, which means it was entered into the system in some other manner. Examples would be a check added manually or a paid not issued exception item that paid.

## Transaction Reports – Daily Issued Checks Summary

The Daily Issued Checks Summary report is an easy way to see how many checks were issued on any given day and their totals. Use the dynamic selection options to fine tune the report for specific needs. This includes both manually loaded checks and checks uploaded through an issued check file.

*Selection Screen:*

*Results Screen:*

	Issued Date	Account ID	Check Count	Check Amount
1	01/23/2013	BCE-Payroll	5	\$512.00
2	01/25/2013	BCE-Payroll	2	\$1,001.00
3	01/29/2013	BCE-Payroll	182	\$6,630.30
4	02/22/2013	BCE Op Acct	1	\$960.85
5	02/23/2013	BCE Op Acct	1	\$354.37
6	02/25/2013	BCE Op Acct	1	\$586.49
7	02/26/2013	BCE Op Acct	1	\$188.54
8	03/01/2013	BCE Op Acct	2	\$500.00
9	03/04/2013	BCE Op Acct	1	\$439.69
10	03/05/2013	BCE Op Acct	4	\$2,485.21
11	03/05/2013	BCE-Payroll	2	\$1,800.00
12	03/06/2013	BCE Op Acct	7	\$13,421.79
13	04/01/2013	BCE-Payroll	1	\$1,000.00
14	05/23/2013	BCE-Payroll	3	\$2,906.23
				<b>\$32,786.47</b>

Selection Criteria:  
Client: Big City Electric

**Issued Date:** The date the checks were issued.

**Client/Account ID:** The Client/Account ID is the nickname or description that identifies this account to the customer. This Client/Account ID is displayed in place of the account number on screens within the system and in emails generated by the system. *Note:* The label used for this field (typically “Client ID” or “Account ID”) throughout the system is defined by the financial institution.

**Check Count:** The number of checks issued.

**Check Amount:** The total amount of the checks issued on the specified date.



## Transaction Reports – Paid Checks

The Paid Checks report filter screen allows the user to create a report of paid checks using dynamic selection criteria. Select items by Issued Date, Paid Date, Input Date or Issued Payee.

### Selection Screen:

### Paid Checks

**Client:** Big City Electric

**Account ID:**

#1	<input type="text"/>	▼
#2	<input type="text"/>	▼
#3	<input type="text"/>	▼

Optionally chose specific accounts to be included in the report. By default, all assigned accounts are included in the report.

<b>Issued Date:</b>	<b>Start</b>	<b>End</b>	
	<input type="text"/>	<input type="text"/>	
<b>Paid Date:</b>	<input type="text"/>	<input type="text"/>	
<b>Input Date:</b>	<input type="text"/>	<input type="text"/>	
<b>Issued Payee:</b>	<input type="text"/>		
<b>Include Reversals:</b>	No ▼		

**Note: Transaction history is retained within the system for 60 days after an item has paid.**

### Results Screen:

[Go Back](#)

Paid Checks (7)									
	Account ID	Check Number	Check Amount	Payee	Issued Date	Paid Date	Input Date		
1	BCE Op Acct	983613	\$296.12	Anderson Ford	06/17/2011	04/08/2012	06/17/2011		
2	BCE Op Acct	983614	\$2,638.80	General Discount	06/17/2011	04/08/2012	06/17/2011		
3	BCE Op Acct	983615	\$486.20	Grocery Store	10/13/2010	04/08/2012	10/13/2010		
4	BCE Op Acct	983616	\$70.00	Television Mart	10/13/2010	04/08/2012	10/13/2010		
5	BCE Op Acct	983617	\$395.00	BioMat	10/13/2010	04/08/2012	10/13/2010		
6	BCE Op Acct	983618	\$4.06	Print Graphics	10/13/2010	04/08/2012	10/13/2010		
7	BCE Op Acct	983619	\$1.27	Custom Auto	10/13/2010	04/08/2012	10/13/2010		
			<b>\$3,891.45</b>						

Selection Criteria:  
Client: Big City Electric  
Paid Date: 04/08/2012 - 04/08/2012

**Client/Account ID:** The Client/Account ID is the nickname or description that identifies this account to the customer. This Client/Account ID is displayed in place of the account number on screens within the system and in emails generated by the system. **Note:** The label used for this field (typically “Client ID” or “Account ID”) throughout the system is defined by the financial institution.

**Check Number:** The check number of this item.

**Check Amount:** The amount of the check that has been presented for payment.

**Payee:** The name of the issued payee for this check.

*Transaction Reports – Paid Checks (Continued)*

**Issued Date:** This is the date the check was issued.

**Paid Date:** The paid date for this check.

**Input Date:** The date the issued item was entered into the system. Note: The date is followed by (M) if the check was not loaded via an issued file upload, which means it was entered into the system in some other manner. Examples would be a check being manually input by a user, or a paid not issued exception item that is paid

## Transaction Reports – ACH Transactions

The ACH Transactions report filter screen allows the user to create a report of ACH transactions for a specific date range. If no date range is defined, all ACH transactions currently stored within the system are displayed. Report may be filtered by Paid Date, SEC Code or Company ID.

### Selection Screen:

### ACH Transactions

**Client:** Big City Electric

**Account ID:** =1    
 =2    
 =3

**Paid Date:** Start  End

**SEC Code:** ALL - All Standard Entry Class Codes

**Company ID:**

Note: Transaction history is retained within the system for 60 days after an item has paid.

Optionally chose specific accounts to be included in the report. By default, all assigned accounts are included in the report.

The report can be printed or exported to Excel by clicking on the buttons. Additionally, the paid date criteria can be changed without going back to the selection screen.

Click on "Go Back" to return to the report selection screen.

### Results Screen:

07/01/2011 - 05/29/2013

ACH Transactions (10)							
Account ID	ACH Company ID	ACH SEC	DR/CR	Transaction Amount	Transaction Description	Paid Date	
1	BCE Op Acct	246813579	POS	DR	\$125.28	Grocery Mart at 40th & Old Cheney	07/01/2011
2	BCE Op Acct	975318642	POS	DR	\$134.10	Joe's Sportsmart Downtown	07/02/2011
3	BCE Op Acct	864297531	POS	DR	\$52.69	Mary Home Cooking Restaurant	07/02/2011
4	BCE Op Acct	346851269	PPD	DR	\$154.02	Lincoln Electric Company Payment	07/02/2011
5	BCE Op Acct	135792468	WEB	DR	\$85.55	Paypal purchase from "EBAY_BOB"	07/02/2011
6	BCE Op Acct	745896325	PPD	DR	\$28.75	Lincoln Refuge Service Monthly Bill	07/06/2011
7	BCE Op Acct	987654321	CCD	DR	\$218.65	Big City Ele Svc Fees Big City Electric	03/06/2013
8	BCE Op Acct	987654322	CCD	CR	\$3,121.80	ABC MERCH PYMT DISTRICT SCHOOL BOARD	03/06/2013
9	BCE Op Acct	555555555	CCD	CR	\$131.51	DISCOVER NETWORK SETTLEMENT xxxxxxxx28999	03/06/2013
10	BCE Op Acct	444444444	CCD	CR	\$3,265.16	GLOBAL PAY GLOBAL DEP xxxxxxxx75	03/06/2013
				<b>\$7,317.51</b>			

**Selection Criteria:**  
 Client: Big City Electric  
 Paid Date: 07/01/2011 - 05/29/2013

**Client/Account ID:** The Client/Account ID is the nickname or description that identifies this account to the customer. This Client/Account ID is displayed in place of the account number on screens within the system and in emails generated by the system. *Note:* The label used for this field (typically "Client ID" or "Account ID") throughout the system is defined by the financial institution.

**ACH Company ID:** The originating ACH company's identification number.

**ACH SEC:** The ACH standard entry class.

**DR/CR:** Indicates if the transaction is a debit or credit.

*Transaction Reports – ACH Transactions (Continued)*

**Transaction Amount:** The amount of the ACH transaction that has been presented for payment.

**Description:** The description of the ACH transaction.

**Paid Date:** The paid date for this transaction.

## Transaction Reports – Stops and Voids

The Stops and Voids report filter screen allows the user to create a report of checks that have been stopped or voided. Select items by Issued Date, Void Date, Stop Placed Date, Item Stopped Date or Issued Payee.

*Selection Screen:*

**Stops and Voids**

**Client:** Big City Electric

**Account ID:** #1    
 #2    
 #3

Optionally chose specific accounts to be included in the report. By default, all assigned accounts are included in the report.

	Start	End
<b>Issued Date:</b>	<input type="text"/>	<input type="text"/>
<b>Void Date:</b>	<input type="text"/>	<input type="text"/>
<b>Stop Placed Date:</b>	<input type="text"/>	<input type="text"/>
<b>Item Stopped Date:</b>	<input type="text"/>	<input type="text"/>
<b>Issued Payee:</b>	<input type="text"/>	

---

**Stops and Voids Criteria:**

- Requested Stop Pay
- Requested and Placed Stop Pay
- Item Stopped
- Void

**Note:** Only stops with matching outstanding issued checks will appear.

**Issued Date:** The Issued Date checkbox is used to search for transactions based upon the issued date of checks. A date range may be selected by entering both a Start and End date. If searching only for a single date, enter the date in both the start date field.

**Void Date:** The Void Date checkbox is used to search for transactions based upon the date the item was voided. A date range may be selected by entering both a Start and End date. If searching only for a single date, enter the date in both the start date field.

**Stop Placed Date:** The Stop Placed Date checkbox is used to search for transactions based upon the date a stop payment was applied to this item by the bank. A date range may be selected by entering both a Start and End date. If searching only for a single date, enter the date in both the start date field.

Transaction Reports – Stops and Voids Listing Selection (Continued)

**Item Stopped Date:** The Item Stopped Date checkbox is used to search for transactions based upon the date the item was stopped. The item stopped date is only set on checks that are presented for payment after being set up with a stop payment. A date range may be selected by entering both a Start and End date. If searching only for a single date, enter the date in both the start date field.

**Requested Stop Pay:** The requested stop pay checkbox is used to indicate if items that have been requested as stop payment through the Exact/TMS™ system should be listed.

**Requested and Placed:** The Requested and Placed checkbox is used to indicate if items with a stop payment that has been paid applied by the bank should be listed.

**Item Stopped:** The item stopped checkbox is used to indicate if items that have been stopped because of a stop payment should be listed.

**Void:** The void checkbox is used to indicate if checks that have been voided should be listed.

The report can be printed or exported to Excel by clicking on the buttons.

Click on "Go Back" to return to the report selection screen.

Results Screen:

Account ID	Check Number	Check Amount	Issued Date	Inset Date	Req. Stop Pay	Req. and Placed	Item Stopped	Void Date
NCE Op Acct	18897	\$650.00	08/11/2011	09/02/2012 (M)	09/02/2012			
NCE Op Acct	17896	\$480.00	08/11/2011	06/13/2013 (M)			06/13/2013	
NCE Op Acct	51896	\$591.61	08/12/2011	09/09/2011			11/23/2011	
NCE Op Acct	517089	\$45.43	08/12/2011	09/09/2011	04/27/2012			
NCE Op Acct	12888	\$62.23	08/11/2011	01/21/2013 (M)			01/21/2013	
NCE Op Acct	59038	\$123.00	08/11/2011	04/11/2013 (M)			04/11/2013	
NCE Op Acct	15889	\$100.00	08/11/2011	04/14/2013 (M)			04/14/2013	
NCE Op Acct	1000	\$100.00	08/11/2011	01/14/2012 (M)			01/14/2012	
NCE Op Acct	1001	\$1,001.11	08/11/2011	01/14/2012 (M)			01/14/2012	
NCE Op Acct	6000	\$123.00	08/11/2011	03/10/2012 (M)	03/10/2012		03/10/2012	
NCE Op Acct	3345	\$400.00	08/11/2011	05/05/2012 (M)	07/01/2012		07/01/2012	
NCE Op Acct	3509	\$1,000.00	08/11/2011	06/03/2012 (M)	06/03/2012		06/03/2012	
NCE Op Acct	3068	\$270.00	08/11/2011	07/13/2012 (M)	07/14/2012		07/14/2012	
NCE Op Acct	3110	\$90.00	08/11/2011	07/14/2012 (M)			07/14/2012	
NCE Op Acct	45445	\$50.00	08/12/2011	09/15/2011 (M)	09/16/2011			
NCE Op Acct	8451	\$490.00	08/12/2011	10/27/2011 (M)			10/27/2011	
NCE Op Acct	111222332	\$250.00	08/12/2011	12/22/2011 (M)	12/22/2011		12/22/2011	
NCE Op Acct	224466	\$50.00	08/12/2011	08/12/2011 (M)			08/12/2011	
		\$6,529.48						

Selection Criteria:  
 Client: Big City Electric  
 Inset Date: 08/11/2011 - 08/12/2011  
 Requested Stop Pay Checked: True  
 Requested and Placed Stop Pay Checked: True  
 Item Stopped Pay Checked: True  
 Void Checked: True

**Client/Account ID:** The Client/Account ID is the nickname or description that identifies this account to the customer. This Client/Account ID is displayed in place of the account number on screens within the system and in emails generated by the system. **Note:** The label used for this field (typically “Client ID” or “Account ID”) throughout the system is defined by the financial institution.

**Check #:** The check number of this item.

**Check Amount:** The amount of the check that has been presented for payment.

**Payee:** The name of the issued payee for this check as provided by the corporate client.

**Issued Date:** This is the date the check was issued.

**Requested Stop Pay:** If the request originated from a source other than this system, this column is blank. Otherwise, this represents the date the request was submitted.

**Requested and Placed:** The date the stop payment was applied (setup).

**Item Stopped:** The date the item was stopped.

**Void:** The date the check was voided. Note: If an (A) is listed after the void date, the item was automatically voided.

09/28/2012	Issued
09/23/2011	Void (A)
09/23/2011	Void (A)

## Transaction Reports – Exception Items

The Exception Items report filter screen allows the user to generate a report of items that were flagged as exception items. Optionally select items that meet specific criteria. Criteria can include: Exception Date, Exception Type (ACH, Check or Both), pay/return decision or return reason.

*Selection Screen:*

### Exception Items

**Client:** Big City Electric

**Account ID:** #1  #2  #3

**Exception Date:** Start  End

**Exception Type:** Both Check and ACH Exceptions

**Decision:** <Not Selected>

**Reason:** <Not Selected>

**Include Reversals:** No

**Note: Transaction history is retained within the system for 60 days after an item has paid.**

Optionally chose specific accounts to be included in the report. By default, all assigned accounts are included in the report.

The report can be printed or exported to Excel by clicking on the buttons.

Click on "Go Back" to return to the report selection screen.

*Results Screen:*

Exception Items (8)										
	Account ID	Check Number	Transaction Amount	Payment	Paid Date	Input Date	Exception	Decision	Reason	
1	BCE Op Acct	205201	\$541.00		07/09/2011	07/09/2011 (M)	AMOUNT MISMATCH	Return	Fast Deadline Item Returned	
2	BCE Op Acct	205230	\$541.00		07/09/2011	07/09/2011 (M)	AMOUNT MISMATCH	Return	Fast Deadline Item Returned	
3	BCE Op Acct	205941	\$400.00		07/09/2011	07/09/2011 (M)	PAID NOT ISSUED	Return	Fast Deadline Item Returned	
4	BCE Op Acct	205944	\$200.00		07/09/2011	07/09/2011 (M)	PAID NOT ISSUED	Return	Fast Deadline Item Returned	
5	BCE Op Acct	205949	\$553.42		07/09/2011	07/09/2011 (M)	PAID NOT ISSUED	Return	Fast Deadline Item Returned	
6	BCE Op Acct	205950	\$881.94		07/09/2011	07/09/2011 (M)	PAID NOT ISSUED	Return	Fast Deadline Item Returned	
7	BCE Op Acct	205952	\$1,248.95		07/09/2011	07/09/2011 (M)	PAID NOT ISSUED	Return	Fast Deadline Item Returned	
8	BCE Op Acct	205953	\$289.84		07/09/2011	07/09/2011 (M)	PAID NOT ISSUED	Return	Fast Deadline Item Returned	
9	BCE Op Acct	205954	\$264.92		07/09/2011	07/09/2011 (M)	PAID NOT ISSUED	Return	Fast Deadline Item Returned	

**Client/Account ID:** The Client/Account ID is the nickname or description that identifies this account to the customer. This Client/Account ID is displayed in place of the account number on screens within the system and in emails generated by the system. **Note:** The label used for this field (typically “Client ID” or “Account ID”) throughout the system is defined by the financial institution.

**Check Number:** The check number of this item.

**Transaction Amount:** The amount of the transaction that has been presented for payment.

*Transaction Reports – Exception Items (Continued)*

**Payee:** The name of the issued payee for this check as provide by client.

**Paid Date:** The paid date for this check.

**Input Date:** The date the issued item was entered into the system. Note: The date is followed by (M) if the check was not loaded via an issued file upload, which means it was entered into the system in some other manner. Examples would be a check being manually input by a user, or a paid not issued exception item that is paid.

**Exception:** The type of exception for this item.

**Decision:** The decision for this exception item.

**Return Reason:** If the item was returned, the reason will be displayed here.



## Transaction Reports – Stale Dated Checks

The Stale Dated Checks report filter screen allows the user to create a report of stale dated checks. A check is considered stale dated 180 days after the issue date. Select items by Issued Date, Input Date, As of Date or Issued Payee.

### Selection Screen:

### Stale Dated Checks

**Client:** Big City Electric

**Account ID:**

#1    
 #2    
 #3

**Start**  **End**

**Issued Date:**

**Input Date:**

**As of Date:** 05/29/2013

**Issued Payee:**

Note: Transaction history is retained within the system for 60 days after an item has paid.

Optionally chose specific accounts to be included in the report. By default, all assigned accounts are included in the report.

The report can be printed or exported to Excel by clicking on the buttons.

Click on "Go Back" to return to the report selection screen.

### Results Screen:

[Go Back](#)

Stale Dated Checks (2631)							
	Account ID	Check Number	Check Amount	Payee	Issued Date	Input Date	
1	BCE Op Acct	501	\$5,000.00		07/21/2011	07/21/2011 (M)	
2	BCE Op Acct	610	\$182.64		12/17/2010	12/17/2010	
3	BCE Op Acct	756	\$900.36		08/12/2011	11/11/2011 (M)	
4	BCE Op Acct	897	\$500.00		07/21/2011	07/21/2011 (M)	
5	BCE Op Acct	928	\$2,384.89		01/14/2011	01/14/2011	
6	BCE Op Acct	1413	\$1,659.36		01/28/2011	01/28/2011	

**Client/Account ID:** The Client/Account ID is the nickname or description that identifies this account to the customer. This Client/Account ID is displayed in place of the account number on screens within the system and in emails generated by the system. *Note:* The label used for this field (typically "Client ID" or "Account ID") throughout the system is defined by the financial institution.

**Check Number:** The check number of this item.

**Check Amount:** The amount of the check that has been presented for payment.

**Payee:** The name of the issued payee for this check.

*Transaction Reports – Stale Dated Checks (Continued)*

**Issued Date:** This is the date the check was issued.

**Input Date:** The date the issued item was entered into the system. Note: The date is followed by (M) if the check was not loaded via an issued file upload, which means it was entered into the system in some other manner. Examples would be a check being manually input by a user, or a paid not issued exception item that is paid.

**As of Date:** To create a report of stale dated checks “as of” a specific date in the past, enter a date in this field.

## Transaction Reports – Check Reconciliation Summary

The Check Reconciliation Summary report is used to assist in balancing online account balances with a customer statement. The report displays an activity summary of newly issued checks, paid checks, and stopped/voided checks. The report also provides a total of outstanding checks as of the reconciliation date.

### Check Reconciliation Summary

**Account ID:**

**Reconcile Through Date:**  (Last Reconcile Through Date: 01/01/2011)

**Client/Account ID:** The Client/Account ID is the nickname or description that identifies this account to the customer. This Client/Account ID is displayed in place of the account number on screens within the system and in emails generated by the system. **Note:** The label used for this field (typically “Client ID” or “Account ID”) throughout the system is defined by the financial institution.

**Reconcile Through Date:** The ending date of the reconciliation period. The beginning date of the reconciliation period is based upon the last reconciliation performed on the account. The first time an account is reconciled, all activity in the system up through the Reconcile Through Date is included.

### Check Reconciliation Statement

Last Reconcile Through Date: 01/01/2011  
This Reconcile Through Date: 05/29/2013  
Account ID: BCE Op Acct

Transaction Summary			Reconciliation History				
Outstanding checks as of 01/01/2011	<a href="#">Show (203)</a>	(+) \$115,081.84	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Date</th> <th style="text-align: right;">Clear</th> </tr> </thead> <tbody> <tr> <td style="text-align: left;">01/01/2011</td> <td style="text-align: right;"><input type="button" value="Clear"/></td> </tr> </tbody> </table>	Date	Clear	01/01/2011	<input type="button" value="Clear"/>
Date	Clear						
01/01/2011	<input type="button" value="Clear"/>						
Issued Checks	<a href="#">Show (5248)</a>	(+) \$11,351,164.96					
Issued Checks Paid in Prior Periods	<a href="#">Show (1)</a>	(-) \$38.76					
Paid Checks	<a href="#">Show (2750)</a>	(-) \$5,147,305.87					
Stop Payments	<a href="#">Show (35)</a>	(-) \$29,712.43					
Voids	<a href="#">Show (26)</a>	(-) \$21,463.47					
Current Outstanding Checks	<a href="#">Show (2639)</a>	(+) \$6,267,726.27					

Statement Balance Summary		
Statement Balance:	<a href="#">Calculate</a>	<input type="text"/>
Outstanding Check Amount:		\$6,267,726.27
Check Register Balance:		-\$6,267,726.27

Click on *Finish Reconciliation* to reconcile the checks

To display a detailed list of the items for any of the totals listed on the report, click on the *Show* link.

The Reconcile History on the right side of the screen provides links to previous reconciliation reports that have been performed on this account.

## Transaction Reports – Deposit Reconciliation Summary

The Deposit Reconciliation Summary report is used by clients to verify deposits made to an account. This report allows the client to reconcile a full list of all deposits on an account or to reconcile deposits for each location separately.

### Deposit Reconciliation Summary

**Account ID:**

**Reconcile Through Date:**  (Last Reconcile Through Date: 11/30/2010)

**Client/Account ID:** The Client/Account ID is the nickname or description that identifies this account to the customer. This Client/Account ID is displayed in place of the account number on screens within the system and in emails generated by the system. *Note:* The label used for this field (typically “Client ID” or “Account ID”) throughout the system is defined by the financial institution.

**Reconcile Through Date:** The ending date of the reconciliation period. The beginning date of the reconciliation period is based upon the last reconciliation performed on the account. The first time an account is reconciled; all activity in the system up through the Reconcile Through Date is included.

### Deposit Reconciliation Statement

Last Reconcile Through Date: 11/30/2010  
This Reconcile Through Date: 05/29/2013  
Account ID: BCE Op Acct

#### Transaction Summary

**Location:**  [Manage Locations](#)

East Lincoln (2)	(13)	\$6,231.60
West R (3)	(9)	\$2,734.10
A Street (101)	(57)	\$91,327.79
O Street (104)	(19)	\$7,720.82
G Street (105)	(15)	\$6,228.52
South Street (107)	(25)	\$6,227.52
Apple Way (108)	(6)	\$3,630.42
Normal Blvd (110)	(8)	\$44,132.40
North 84th (113)	(4)	\$623.84
<b>Total Deposits</b>	<a href="#">Show (156)</a>	<b>(+) \$168,857.01</b>

#### Reconciliation History

**Date**  
11/30/2010 [Clear](#)

The Reconcile History on the right side of the screen provides links to previous reconciliation reports that have been performed on this account.

Click on *Finish Reconciliation* to reconcile the deposits

**Location:** A list of locations will be displayed if location information is available for this client. The location list values are populated based upon the serial number value from the clients deposit slips.

To display a detailed list of the items for any of the totals listed on the report, click on the *Show* link

*Transaction Reports – Deposit Reconciliation Summary (Continued)*

**Manage Locations:** If the corporate client is depositing by location, the "Manage Locations" option will be displayed. When selected, a list of the locations will be displayed with an option to define a description for the location.

Location #	Description
101	A Street
104	O Street
105	G Street
107	South Street
108	Apple Way
110	Normal Blvd
113	North 84th
2	East Lincoln
3	West R

Note: The location number will be appended to the description in parenthesis. Example: South Street (107)

Update Cancel

**Location Number:** The location the deposit is associated with.

**Description:** The description of the location. *Note:* The location number will be appended to the description in parenthesis. Example: South Street (107).

### Transaction Reports – Account Reconciliation Summary

The Account Reconciliation Summary is used to assist in balancing online account balances with a customer statement. The report displays an activity summary with newly issued checks, paid checks, stopped checks, voided checks, ACH debits and credits, miscellaneous debits and credits, deposits, service charges, paid interest and taxes/withholding. The report also provides a total of outstanding checks and the check register balance as of reconciliation date.

### Account Reconciliation Summary

**Account ID:**  ▼

**Reconcile Through Date:**  (Last Reconcile Through Date: 04/30/2013)

**Client/Account ID:** The Client/Account ID is the nickname or description that identifies this account to the customer. This Client/Account ID is displayed in place of the account number on screens within the system and in emails generated by the system. *Note:* The label used for this field (typically “Client ID” or “Account ID”) throughout the system is defined by the financial institution.

**Reconcile Through Date:** The ending date of the reconciliation period. The beginning date of the reconciliation period is based upon the last reconciliation performed on the account. The first time an account is reconciled, all activity up until the Reconcile Through Date will be included.

### Account Reconciliation Statement

Last Reconcile Through Date: 08/01/2011  
This Reconcile Through Date: 09/01/2011  
Client ID: Centrix-OPS

Transaction Summary			Reconciliation History	
<b>Previous Outstanding Checks</b>		<b>\$21,237.74</b>	<b>Date</b>	
Issued Checks <a href="#">Show (65)</a>	(+)	\$65,250.20	08/01/2011	<a href="#">Clear</a>
Paid Checks <a href="#">Show (52)</a>	(-)	\$53,601.97	07/01/2011	
Stop Payments		(-) \$0.00		
Voids <a href="#">Show (1)</a>	(-)	\$119.67		
ACH Debits <a href="#">Show (22)</a>	(-)	\$154,777.68		
ACH Credits <a href="#">Show (49)</a>	(+)	\$54,673.45		
Miscellaneous Debits <a href="#">Show (2)</a>	(-)	\$7,402.99		
Miscellaneous Credits		(+)		
Deposits <a href="#">Show (54)</a>	(+)	\$149,204.99		
Service Charges Paid <a href="#">Show (1)</a>	(-)	\$191.43		
Interest Paid		(+)		
Taxes/Withholding		(-)		
<b>Current Outstanding Checks</b>		<b>\$32,766.30</b>		

#### Statement Balance Summary

Statement Balance:

Outstanding Check Amount:

Check Register Balance:

Click *Finish Reconciliation* to reconcile the account.

Reconciliation History on the right side of the screen provides links to previous reconciliation reports for this account.

*Transaction Reports – Account Reconciliation Summary (Continued)*

To display a detailed list of the items for any of the totals listed on the report, click on the *Show* link.

\*\*Note – Items that have already been reconciled via the Check Reconciliation or Deposit Reconciliation screens will not be included in the Account Reconciliation statement.

CHECK #	PAID DATE	AMOUNT	PAYEE/TRAN DESCRIPTION	REFERENCE
--- Paid Items ---				
1	57197 08/04/2011	105.56	Tim Schnell	500001000922
2	57200 08/08/2011	41.54	Andrew Moore	500001007266
3	57235 08/02/2011	112.55	Jeff Asselin	500001004212
4	57238 08/16/2011	107.20	Steve Hansen	500001003097
5	57254 08/05/2011	1,470.60	Brian Koenig	500001004521
6	57256 08/05/2011	34.38	FedEx	500001003444
7	57257 08/04/2011	852.81	Steve Bartels	500001004923

Click *Export to Excel* to export a copy of the report to excel.

After clicking on a link in the Reconciliation History, an Account Reconciliation Report will be displayed with all items that were reconciled on the report.

## Transaction Reports – Payee Match Report

The Payee Match Report filter screen generates a report using dynamic selection criteria. Select items by Issued Date, Paid Date, Check Number or Issued Payee Name.

### Selection Screen:

**Payee Match Report**

**Client:** Big City Electric

**Account ID:** #1  #2  #3

**Issued Date:** Start  End

**Paid Date:**

**Check Number:**

**Issued Payee:**

**Note: Transaction history is retained within the system for 60 days after an item has paid.**

Optionally chose specific accounts to be included in the report. By default, all assigned accounts are included in the report.

The report can be printed or exported to Excel by clicking on the buttons.

Click on "Go Back" to return to the report selection screen.

### Results Screen:

[Go Back](#)

Payee Match Report (4)									
Account ID	Check Number	Check Amount	Issued Payee	Issued Date	Paid Date	Payee Match	Check Payee	Confidence Level	
1	BCE-Exp Acct	View Image 1113	\$56.67 Sprint	11/03/2011	07/25/2012	Sprint		1000	
2	BCE-Exp Acct	View Image 1115	\$87.90 Office Depot	05/29/2013	05/30/2013	Office Depot		1000	
3	BCE-Exp Acct	View Image 1127	\$56.00 North Forty Golf Course	05/29/2013	05/30/2013	North Forty Golf Course		1000	
4	BCE-Exp Acct	View Image 1128	\$125.69 King Sooper	05/29/2013	05/30/2013	King Sooper		965	
		\$326.26							

Selection Criteria:  
Client: Big City Electric

**Client/Account ID:** The Client/Account ID is the nickname or description that identifies this account to the customer. This Client/Account ID is displayed in place of the account number on screens within the system and in emails generated by the system. *Note:* The label used for this field (typically “Client ID” or “Account ID”) throughout the system is defined by the financial institution.

**Check Number:** The check number of this item.

**Check Amount:** The amount of the check that has been presented for payment.



*Transaction Reports – Payee Match Report (Continued)*

**Issued Payee:** The name of the issued payee for this check.

**Issued Date:** The date the check was issued.

**Paid Date:** The posting date of the check.

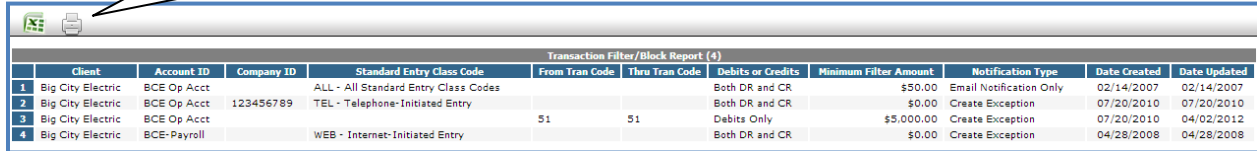
**Payee Match Check Payee:** The name that was read from the check image for this check.

**Confidence Level:** The level of confidence that the payee match process returned for this check. The level will fall between 0 (no confidence) and 1000 (perfect score).

## System Reports – Transaction Filter/Block Report

The Transaction Filter/Block Report displays a listing of all filters/block rules. **Note:** This report will only display rules for the accounts that the user has access to.

The report can be printed or exported to Excel by clicking on the buttons.



Transaction Filter/Block Report (4)											
	Client	Account ID	Company ID	Standard Entry Class Code	From Tran Code	Thru Tran Code	Debits or Credits	Minimum Filter Amount	Notification Type	Date Created	Date Updated
1	Big City Electric	BCE Op Acct		ALL - All Standard Entry Class Codes			Both DR and CR	\$50.00	Email Notification Only	02/14/2007	02/14/2007
2	Big City Electric	BCE Op Acct	123456789	TEL - Telephone-Initiated Entry			Both DR and CR	\$0.00	Create Exception	07/20/2010	07/20/2010
3	Big City Electric	BCE Op Acct			51	51	Debits Only	\$5,000.00	Create Exception	07/20/2010	04/02/2012
4	Big City Electric	BCE-Payroll		WEB - Internet-Initiated Entry			Both DR and CR	\$0.00	Create Exception	04/28/2008	04/28/2008

**Client:** The name of the client.

**Client/Account ID:** The Client/Account ID is the nickname or description that identifies this account to the customer. This Client/Account ID is displayed in place of the account number on screens within the system and in emails generated by the system. **Note:** The label used for this field (typically “Client ID” or “Account ID”) throughout the system is defined by the financial institution.

**Company ID:** The originating company ID of the transaction from the ACH file. If the field is left blank, the filter will not be used.

**Standard Entry Class:** The ACH standard entry class (SEC) code(s) pertaining used for this rule. Either a specific SEC code can be selected or “ALL – All Standard Entry Class Codes” can be selected to include all SEC codes.

**From Tran Code:** The starting transaction code for this filter. If the ACH SEC Code is not available from the DDA system, the from and thru transaction code fields may be used to identify the type of transaction.

**Thru Tran Code:** The ending transaction code for this filter. If the ACH SEC Code is not available from the DDA system, the from and thru transaction code fields may be used to identify the type of transaction.

**Debits or Credits:** Displays whether the filter pertains to debits only, credits only, or both debits and credits.

**Minimum Filter Amount:** The minimum transaction amount for this filter. Transactions must have an amount greater than or equal to this amount for this filter to apply. Any transaction that exceeds the minimum filter amount will activate the “notification type” defined for the rule. If the minimum filter amount is blank or zero, the transaction amount will not be used.

**Notification Type:** The value *Create Exception* indicates that any transaction matching the filter criteria will become an exception that requires a pay or return decision by the client. The value *Email Notification Only* indicates that the client will receive an email notification of any transaction matching the criteria in this filter.

**Date Created:** The date the filter criteria was created

**Date Updated:** The date the filter criteria was last modified.

## System Reports – Issued Check File Processing Log

The Issued Check File Processing Log displays a list of all issued check files that have been electronically submitted. Select items by Upload Date, Item Count or Dollar Amount. If a submitted file had errors, view the errors by clicking in the “Results” column.

### Selection Screen:

### Issued Check File Processing Log

**Client:** Big City Electric

**Account ID:** #1  #2  #3

**Upload Date:** Start: 05/30/2013 End: 05/30/2013

**Item Count:**

**Dollar Amount:**

Optionally chose specific accounts to be included in the report. By default, all assigned accounts are included in the report.

The report can be printed or exported to Excel by clicking on the buttons. Additionally, the upload date criteria can be changed without going back to the selection screen.

Click on "Go Back" to return to the report selection screen.

### Results Screen:

Issued Check File Processing Log (2)									
Client Name	Account ID	File Type	Results	Items	Amount	Upload Date	User	File Name	
1	Big City Electric	BCE Op Acct	BCE Standard CSV	Processed	2	500.00	5/22/13 1:49 PM	shansen	000000001_000000001_BigCityElectric3.csv
2	Big City Electric	BCE Op Acct	BCE Standard CSV	Processed with Exceptions	5	2,063.13	5/30/13 8:45 AM	shansen	20130530084539__BigCityElectric.csv
				7	2,563.13				

Click links under the "Results" column for file processing info.

Processing Output Totals		
File Status	Item Total	Amount Total
Processed:	4	1,165.89
Exception:	3	1,397.24
Rejected:	0	0.00

**Client:** The client’s name.

**Client/Account ID:** The Client/Account ID is the nickname or description that identifies this account to the customer. This Client/Account ID is displayed in place of the account number on screens within the system and in emails generated by the system. *Note:* The label used for this field (typically “Client ID” or “Account ID”) throughout the system is defined by the financial institution.

**File Type:** The file processing type associated with this upload.

*System Report – Issued Check File Processing Log (Continued)*

**Results:** the results column from the Issued Check File Processing Log will display one of the following processing statuses:

**Unprocessed:** The file has been uploaded, but has not yet been processed.

**Processed:** The file was processed successfully.

**Processed with Exceptions:** The file was processed successfully, but duplicate checks were not loaded.

**Rejected:** The file was rejected due to one of the following reasons:

- A mismatch between the number of items/amount entered on the screen and the number of items/amount contained in the file
- The file format did not match the format selected

*To view additional details regarding the file, click on the results column. For example, to view the exceptions on a file that has a result of Processed with Exceptions, click on the 'Processed with Exceptions' link.*

**Items:** The number of items in the file.

**Amount:** The total amount in the file.

**Upload Date:** The date the file was uploaded.

**User:** The user that uploaded the issued check file.

**File Name:** The name of the issued check file uploaded into the system. *Note:* The system appends the date/time to the beginning of the file name.

## How to Handle Exceptions due to Encoding Errors

From time to time, the bank of first deposit will misread the check number or the amount of a check you issued and their customer deposited. The encoding error causes the check to present to your account for payment with the incorrect amount or check number.

Here's an example of a check with an encoding error in the amount:

Check Number 35681 was issued for \$32.34. When the bank of first deposit processed the check, the amount was encoded in error for \$32.24.

For Positive Pay customers, this results in an Exception when the item is presented for payment. The reason for the Exception may be: Amount Mismatch or Paid not Issued.

Please follow these steps to clear the exception:

- 1) View the item carefully to determine the exact reason for the Exception.
- 2) To resolve the encoding error, please mark the item to Return and select Incorrect Check Amount or Incorrect Check Number, whichever is appropriate, as the Reason Code.

Marking the item for Return for these reasons will *not* cause the item to be rejected and sent back to the bank of first deposit. This action alerts our Treasury Management operations team to review the item closely and make the necessary adjustment for the item to post to your account properly.

**Service Agreements**  
**CommUNITY Credit Card Application**  
**SmartSafe Brochure**



CIF:

**Business Online Banking Authorization Form**

<b>Bank</b>				<b>Tax ID</b>		
<b>Business Name</b>						
<b>Business Address Line</b>						
<b>Business City, State, Zip</b>						
<b>Business Phone Number</b>				<b>Cell Phone Number</b>		
<b>Authorized User's Name</b>						
<b>User ID</b>	<b>1<sup>st</sup> Choice</b>			<b>2<sup>nd</sup> Choice</b>		
<b>User's Email Address</b>						
<b>Method of Notification</b>	<input type="checkbox"/> E-Mail* or <input type="checkbox"/> Mail					
<b>Account Number(s)</b>						
<b>Features</b>	<b>Access</b>	<b>Dollar Limit</b>	<b>Dual Authority</b>	<b>User's Dual Authority Rights</b>		
<b>View Only</b>	Yes No	N/A	N/A	N/A		
<b>Stop Payment</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	N/A	N/A	N/A		
<b>Bill Pay**</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>(Set by administrative user within bill pay system)</i>				
<b>Funds Transfer**</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Draft <input type="checkbox"/> Cancel <input type="checkbox"/> Approve		
<b>Wire Transfer</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Draft <input type="checkbox"/> Cancel <input type="checkbox"/> Approve		
<b>International Wire Transfer</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Draft <input type="checkbox"/> Cancel <input type="checkbox"/> Approve		
<b>Smart Phone Token</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, provide credentials				

\*NOTICE: E-mail notifications are transmitted unencrypted, which is not a secure environment for the transmission of confidential data.  
 \*\*NOTICE: Must have access to Funds Transfer in order to use Bill Pay

The above named Designated User is authorized to perform the tasks indicated above. Account Holder shall be responsible for the confidentiality and use of its password(s) and other security data, methods and devices in accessing and using the Online Banking Services. Account Holder accepts full responsibility for the monitoring of its account. Account Holder shall be solely responsible for installing and maintaining up to date any malicious code security ("anti-virus") capability on its computers and information systems. Schedule B(s) that have been previously executed by Customer shall remain in place and effective except to the event set forth above.

<hr/>	<hr/>	<hr/>
Customer/Account Owner Name (Print)	Individual or Company Officer Signature	Date
<hr/>	<hr/>	<hr/>
Name of Company	Title of Company Officer	

<b>To Be Completed by Bank Representative</b>			<b>Treasury Management Department USE ONLY – (866) 627-7214</b>								
Date:		Verified Signature:		Date Recd:		Verified Signature:		J/H:		Q2:	
Bank Representative:			Password:			NC:	ID & Agreement to Wires:				
Phone Extension:			Completed By & Date:			Reviewed By & Date:					

**TREASURY MANAGEMENT SERVICES AGREEMENT – PUBLIC FUNDS ENTITY**

This TREASURY MANAGEMENT SERVICES AGREEMENT is executed as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, (the "Effective Date") by and between First Financial Bank, N.A., a national association ("Bank"), and \_\_\_\_\_ ("Customer"), a \_\_\_\_\_ (type of entity), Tax Identification number \_\_\_\_\_ .

As required by Chapter 2270, Texas Government Code, Bank does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Pursuant to Chapter 2252, Texas Government Code, Bank represents and certifies that, at the time of execution of this Agreement, neither Bank nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Bank (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

1. **Treasury Management Services.** Bank offers various Treasury Management Services (individually, referred to herein as a "Service"; when one or more, collectively referred to herein as the "Services") to its commercial customers. Enrollment in any individual Service requires the completion of Schedule A, the Treasury Management Services Request ("Schedule A"). Enrollment in a Service is accomplished by obtaining, completing and signing Schedule A, and submitting it to Bank in person, through regular mail, by facsimile, or via email. Customer understands and agrees that Bank is relying on the information provided by the Authorized Signer executing Schedule A in providing the Services hereunder. For Services Customer already receives from Bank, a new Schedule A is not required. However, the procedures, terms and conditions in this Agreement now govern those Services. Any capitalized terms not defined herein shall have the meaning ascribed to them in the "Treasury Management Services Agreement – Procedures, Terms and Conditions."

2. **Fees.** Customer agrees to pay Bank for the Service(s) in which Customer enrolls in accordance with the fee schedule for the applicable Service(s), a copy of which will be provided to Customer at the time Customer contracts for such Service(s).

3. **Term.** The term of this Agreement indefinite, unless terminated by either party pursuant to the termination provisions herein.

4. **Entire Agreement.** This Treasury Management Services Agreement and addenda; the Treasury Management Services Agreement - Procedures, Terms and Conditions and addenda; the Treasury Management Services Request; all applicable Service fee schedules, and attachments, schedules and exhibits thereto, as well as all items expressly incorporated by reference herein shall constitute a single agreement (collectively referred to herein as the "Agreement"), and, as such, shall contain the terms and conditions which govern the Services, and shall constitute the entire agreement between the parties as relates to the Treasury Management Services offered by Bank. This Agreement supersedes any prior agreements or representations relating to the Services and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements.

5. **Authorizations.** Customer agrees to deliver to Bank, prior to or simultaneous with execution of this Agreement or at any time upon Bank's subsequent request, a Corporate Resolution identifying individuals who are authorized to execute this Agreement.

6. **Related Entities.** If Customer desires to obtain Services on behalf of any Related Entities that Customer lists on the Related Entities Schedule ("Schedule B") or any additional Related Entities continuation schedules, Customer hereby represents and warrants that the Related Entities are either (a) a Parent Related Entity, (b) a Subsidiary Related Entity, or (c) an Affiliate Related Entity, as such terms are defined in Section 22 of the General Provisions of the Treasury Management Services Agreement – Procedures, Terms and Conditions. Furthermore, Customer hereby agrees and acknowledges that by listing any Related Entities, Customer is also making all representations and warranties set forth in Section 22 of the Treasury Management Services Agreement – Procedures, Terms and Conditions applicable to Related Entities.

7. **Limitation of Liability and Indemnification Obligations.** Notwithstanding anything in the Treasury Management Services – Procedures, Terms and Conditions or anywhere else in this Agreement to the contrary, to the fullest extent allowed by applicable law and under the constitution of the State of Texas, the public funds entity Customer will not be liable nor have an obligation to indemnify the Bank 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 Bank may incur of suffer in connection with the services provided hereunder, even if the Customer has been informed of the possibility of such damages.

8. **Authority To Execute Agreement.** The individual executing this Agreement on behalf of Customer expressly represents and warrants to Bank that (a) the individual is within their power and authority to enter into and execute this Agreement on behalf of Customer, (b) that the individual's actions in entering into this Agreement have been duly authorized and approved by Customer in accordance with all necessary actions, and (c) that this Agreement shall be legally binding on Customer after the individual's execution.

In consideration of the mutual promises and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, Customer agrees to purchase from Bank certain Services, and Bank agrees to provide Customer such Services, on the terms and conditions stated in this Agreement, as amended from time to time as provided for herein.

\_\_\_\_\_  
"CUSTOMER"

**Signature:** \_\_\_\_\_ **(Authorized Signer)**  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_



# Schedule A

## Treasury Management Services Request

Customer Name \_\_\_\_\_

Product	Date Services Added
<input type="checkbox"/> ACH Services	_____
<input type="checkbox"/> Online Banking	_____
<input type="checkbox"/> Positive Pay	_____
Payee Name Match	_____
<input type="checkbox"/> ACH Block/Filter	_____
<input type="checkbox"/> Remote Deposit Capture	_____
<input type="checkbox"/> Wire Transfer	_____
<input type="checkbox"/> Reverse Wire Transfer	_____

By checking the box next to a particular Service or Services, I hereby authorize Bank to provide such Service(s).

### Default Options

#### Positive Pay

- Option 1: Bank will PAY all check Exception Items
- Option 2: Bank will RETURN all check Exception Items  
    Opt Out of Payee Name Match (payee name will not be validated)

#### ACH Block/Filter

- Option 1: Bank will PAY all ACH Exception Items
- Option 2: Bank will RETURN all ACH Exception Items

#### Wire Transfer

- Option 1: Customer chooses to submit wire transfer instructions via Online Banking System's Wire Transfer Feature
- Option 2: Customer chooses to submit wire transfer instructions by telephone with dual callback. A facsimile is required on all third party wires
- Option 3: Customer chooses to submit wire transfer instructions by telephone with callback verification to the same person submitting the request. A facsimile is required on all third party wires

By checking the box next to a particular option, I hereby authorize Bank to make such option the default.

\_\_\_\_\_  
Date

Signature of Authorized Signer from Corporate Resolution or Authorized Administrator from  
Schedule C – Delegation of Authority to Authorized Administrators

Signer Name (print) \_\_\_\_\_  
Tax Identification Number \_\_\_\_\_  
Address \_\_\_\_\_  
City, State Zip \_\_\_\_\_  
Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

## Disclaimers

Bank recommends Customer establish dual control authority for all outgoing funds transfer requests. This dual control is requiring one Authorized Party to draft the instructions followed by a second Authorized Party to approve. This provides Bank and Customer with greater protection against error and unauthorized transactions to be executed.

Customer has considered the Bank's recommendation to have two Authorized Parties that can draft or approve each outgoing funds transfer request but requests the Bank accept and process outgoing funds transfer requests with the approval of only one Authorized Party.

Customer hereby waives any protection offered by the use of the procedure recommended by the Bank. Customer agrees to be bound by any payment order (whether or not authorized) issued in Customer's name and accepted by Bank in compliance with the Security Procedure selected by Customer. Customer agrees that a lack of dual control is commercially reasonable for Customer's purposes, including with respect to the size, type, and frequency of funds transfers it anticipates issuing and the information which will be transmitted.

\_\_\_\_\_  
Date

Signature of Authorized Signer from Corporate Resolution or Authorized Administrator from  
Schedule C – Delegation of Authority to Authorized Administrators



## Schedule C

### DELEGATION OF AUTHORITY TO AUTHORIZED ADMINISTRATORS

Customer Name \_\_\_\_\_

Any capitalized terms not defined herein shall have the meaning ascribed to them in the Treasury Management Services Agreement - Procedures, Terms and Conditions.

#### Delegation of Authority

By signing below, you authorize each person listed below to be an Authorized Administrator with the authority to do any combination of the following:

- A. Enroll Customer in any Treasury Management Service through the execution of a Treasury Management Services Request;
- B. Appoint and remove User(s) (as that term is defined in Section 5(c) of the General Provisions of the Treasury Management Services Agreement – Procedures, Terms and Conditions) to perform authorized transactions under the Agreement and any applicable Treasury Management Services Request; and
- C. To perform any transactions pursuant to the Agreement and Treasury Management Services Request.

The Authorized Administrator listed below does not have the authority to execute the Treasury Management Services Agreement or appoint or remove any Authorized Administrator(s).

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**Signature:** \_\_\_\_\_

This Delegation shall be binding and the authority shall remain in force until written notice of any revocation or modification is delivered to Bank.

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Signature of Authorized Signer**

\_\_\_\_\_  
Name (Print)

## Schedule D

### SERVICE CHARGE SCHEDULE

Effective April 2018\*

#### ACH Origination Services

ACH Origination - standard	\$35.00
ACH Origination File - standard	\$10.00
ACH Origination Item - standard	\$0.10
ACH File Reversal/Deletion	\$25.00
ACH Origination - returned item	\$3.00
ACH Return Item as Not Authorized	\$5.00
ACH Suspended File Manual Handling	\$25.00

#### Remote Deposit Services

Remote Deposit - standard	\$35.00
Remote Deposit Item - Standard	\$0.08

#### Fraud Protection Services

Positive Pay	\$10.00
Positive Pay Exception Item	\$2.00
ACH Block/Filter	\$10.00

#### Wire Transfer

Incoming Wire Transfer	\$15.00
Outgoing Wire Transfer – Manual	\$25.00
Outgoing Wire Transfer – Online	\$15.00
Outgoing Wire Transfer - International	\$40.00

\*Fees are subject to change

**FIRST FINANCIAL BANK, N.A.  
TREASURY MANAGEMENT SERVICES  
AGREEMENT  
PROCEDURES, TERMS AND CONDITIONS**

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**I.**  
**GENERAL PROVISIONS**

**1. Treasury Management Services.**

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

- ACH Services
- Online Banking
- Positive Pay
- ACH Block/Filter
- Remote Deposit Capture
- Wire Transfer
- Reverse Wire Transfer

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 Bank. The execution of the 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 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 Bank for review and approval.

(b) Enrollment in a Service or Services. Enrollment in any individual Service is subject to Bank approval and requires the completion of the Treasury Management Services Request ("Schedule A"). Enrollment in a Service or Services is accomplished by obtaining, completing and signing Schedule A, and submitting it to Bank in person, through e-mail, regular mail, or by facsimile.

**2. Accounts.**

(a) Generally. The Customer agrees to maintain a minimum of at least one (1) commercial checking account ("Demand Deposit Account") with 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 conducted pursuant to the Agreement, and that in no event will transactions conducted hereunder be conducted using Deposit Accounts of the Customer or its employees, officers, directors, members, or owners that are established primarily for personal, family or household purposes.

(c) Authorization for Transfers to and from Accounts. The Customer expressly authorizes 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 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 Bank, all in accordance with the terms of the Agreement and the Terms and Conditions of Your Account governing the Deposit Account (the "Deposit Account Agreement") or the Customer's agreement with Bank governing any such loan account (the "Loan Account Agreement"), 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 Deposit Account Agreement or the applicable Loan Account Agreement. 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 Bank may, without notice or other obligation to the Customer, for security reasons or as otherwise expressly provided in this Agreement, the Deposit Account Agreement or the Loan Account Agreement, (a) refuse to make any bank transfer, or (b) refuse to accept a Remote Deposit Capture deposit.

(e) Customer Printed Checks. 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 Schedule A, any Service setup detail forms, 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 Deposit Account Agreements and related Deposit Account signature cards and authorizations, Funds Transfer Agreements, Loan Account Agreements, the applicable Deposit and Loan Account disclosures, Bank's service schedule, Bank's Schedule of Funds Availability, any



credit account agreements relating to any credit accounts the Customer may have with Bank (together, the "Bank Agreements, Schedules and Disclosures"), the rules and regulations of any federal or state agency that supervises Bank's activities or insures accounts at 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 of the Agreement, the terms of the Service Specific Provisions shall control, but only to the extent of the inconsistency.

(c) Amendment. Bank may amend the Agreement from time to time. To the extent permitted by applicable law, 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 Bank sufficient prior notice to enable 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 Bank.

#### 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. 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 Bank. Any such communication will be deemed to have been authorized by the Customer. The parties agree that 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 Bank.

(b) Data Recording. The Customer consents to Bank's recording and monitoring of any telephone conversations and online transmissions or communications including, but not limited to, requests or instructions. 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 Bank's sole discretion. The Customer agrees to Bank's telephonic or electronic recording for security and quality of service purposes. Either the Customer or Bank may produce telephonic or electronic recordings or computer records, including e-mail and telefacsimile transmissions, as evidence in any proceedings brought in connection with the Service.

(c) Delivery of Notices, Disclosures, Amendments or Other Communications by Bank by E-mail. The Customer acknowledges and agrees that, to the extent permitted by applicable law, Bank may deliver all notices, disclosures, amendments or other communications required hereunder to the Customer by e-mail at the Customer's e-mail address as provided to 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) E-Mail Communication. The Customer may send e-mail to Bank and receive e-mail from Bank. (i) Communications sent to Bank over the Internet are considered unsecured unless the information is encrypted in accordance with Bank's security standards, as posted on Bank's website, or transmitted via a secure session using a commercial reasonable security technology that provides a level of security that is equivalent to Bank's security standards, as posted on Bank's website. (ii) The Customer agrees that unsecured e-mail will not be used to deliver sensitive personal or private information that includes, but is not limited to bank routing numbers, account numbers, Social Security numbers, Business ATM & Checkcard numbers, personal identification numbers ("PINs"), home addresses, User IDs, Passwords, ACH entries, or to provide required notices to Bank pursuant to any agreement the Customer has with Bank, unless such agreement expressly provides for e-mail notification. (iii) **THE CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY REQUEST(S) SENT TO BANK THROUGH AN UNSECURED ELECTRONIC NETWORK ARE IN VIOLATION OF BANK AND NACHA POLICY AND PROCEDURES. THE CUSTOMER UNDERSTANDS AND AGREES THAT 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 BANK HARMLESS IF BANK ACTS WITH ORDINARY CARE IN GOOD FAITH BY RESPONDING TO ANY E-MAIL PURPORTED TO BE SENT BY THE CUSTOMER. 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 Bank may not be delivered to Bank immediately. If the Customer needs to contact 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 Bank by telephone at the telephone number provided herein, or in person. Bank will not be responsible for acting on or responding to any e-mail request made until Bank actually receives the Customer's e-mail message and Bank has a reasonable opportunity to act. (v) The Customer should check its e-mail regularly as Bank may attempt to notify the Customer by e-mail in the event of any technical difficulties or other occurrence that may affect Bank's online Services.

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

Bank's physical notification address:  
First Financial Bank, N.A.  
Attn: Treasury Management  
400 Pine Street, Suite 410  
Abilene, TX 79601  
E-mail: TMClientSupport@ffin.com

Bank's postal (i.e. P.O. Box) notification address:  
First Financial Bank, N.A.  
Attn: Treasury Management  
PO Box 701  
Abilene, TX 79604

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

## 5. Submission of Information and Documents.

(a) Delivery of Documents. The Customer agrees to deliver, in a form and content satisfactory to Bank, such additional executed, or as the case may be, certified, documents required by 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.

(b) Provision of Information. Prior to initiating a new Service, the Customer agrees to provide all information which Bank may request including specifications, test results, check samples, transmissions and documents. In the event that Bank determines, in its sole discretion, that any specification, test result, sampling, transmission or document does not meet its

requirements, Bank may advise the Customer that the Customer will not be eligible to obtain the Service(s) until requested information that is satisfactory to Bank is provided by the Customer.

(c) Authorizations. (i) The individuals executing the Customer's signature card for Depository Account(s) and the individuals granted banking authority under the Customer's Corporate Resolutions are "Authorized Signers" under this Agreement. The individuals listed on Schedule C – Delegation of Authority to Authorized Administrators are "Authorized Administrators" under this Agreement. Collectively, Authorized Signers and Authorized Administrators shall be referred to as "Authorized Parties" under this Agreement. Authorized Signers have the authority: 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 Services; to appoint and remove Authorized Administrators (as defined below); to provide the required information to set up and administer Services; to perform the functions of an Authorized Administrator; to authorize and remove the authorization of individual Users (as defined below) who perform transactions related to a Service or Services; and to perform transactions related to any Service hereunder. Authorized Administrators have the authority, if granted by the Authorized Signers: to enroll in Services; to sign addenda to the Agreement as they relate to Services; to provide the required information and instructions to set up and administer Services, including the authority to add or remove Deposit Accounts or Service features; to authorize and remove the authorization of individual Users who perform transactions related to a Service or Services; to grant access to specific Deposit Accounts and Service functions; to re-set passwords; to audit Service activities of Users who perform transactions related to a Service or Services; and to perform transactions related to any Service hereunder. Bank may rely on the Customer's Corporate Resolutions and Schedule C to be a true and correct representation of the Customer's authorizations. (ii) The Customer shall develop and maintain a list of the Customer's employees authorized to perform any of the transactions required by the Customer under the Agreement and naming those individuals who are authorized to act on behalf of the Customer with respect to the Service (the "Users"). If Bank requests, the Customer agrees to deliver to Bank its list of Users and the Service or Services for which they are authorized to perform transactions. (iii) **THE CUSTOMER AGREES THAT IN THE EVENT THE CUSTOMER DESIRES TO NAME ADDITIONAL AUTHORIZED ADMINISTRATORS OR REMOVE THE AUTHORITY OF AN EXISTING AUTHORIZED ADMINISTRATOR, THE CUSTOMER MUST PROVIDE BANK WITH WRITTEN INSTRUCTIONS ADVISING BANK OF THE CHANGE IN AUTHORITY SIGNED BY A PERSON NAMED AS AN AUTHORIZED SIGNER ON THE MOST CURRENT OR CORPORATE RESOLUTION. THE CUSTOMER**

AGREES THAT BANK WILL RELY ON THE MOST CURRENT CORPORATE RESOLUTION AND SCHEDULE C SUPPLIED BY THE CUSTOMER AND, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BANK SHALL HAVE NO LIABILITY FOR UNAUTHORIZED ACTIONS TAKEN OR TRANSACTIONS PERFORMED BY THOSE INDIVIDUALS NAMED AS AUTHORIZED PARTIES ON THE CURRENT CORPORATE RESOLUTION OR SCHEDULE C OR NAMED AS USERS BY CUSTOMER. (iv) The Customer understands and agrees that any employees or applicants for employment with Customer who are or may become Authorized Parties or Users, 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 Services such as scanning or storing Original Checks (as defined herein), or creating, transmitting or storing Substitute Check images, or acting otherwise 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.

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

(a) Security Procedures under the Agreement. Where required for any Service, Bank and the Customer will agree in writing to one or more security procedures ("Security Procedures") that must be used by Bank and the Customer in connection with the Service(s). Security Procedures offered by Bank are described herein and in Bank's Deposit Account Agreement. As part of the Security Procedures, Bank may employ various authentication technologies. As part of Bank's Online Banking Services for commercial Customers, Bank employs various security and authentication technologies to ensure that Authorized Parties and 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. 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 AND PASSWORDS OF THE CUSTOMER'S AUTHORIZED PARTIES AND USERS, 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 UNDER 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 Bank by telephone and confirm such oral notification in writing to Bank within twenty-four (24) hours of the oral notification. Bank will replace the Security Procedures in accordance with 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 Bank has received such notification and has had a reasonable opportunity to act on such notification. 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 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. 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 as set forth in any Service Specific Provisions or any supplemental information and/or instructions provided by Bank. "Computer" means, collectively, the equipment and software (including web browser software) that allows Customer to access the Internet. Bank reserves the right as encryption 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" as defined herein) of any individual, the security of Customer's transactions and/or Customer-owned Data (including sensitive PII) may be compromised. "Personally identifiable information" means information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context, and includes, but is not limited to, (i) "nonpublic personal information" as such term is defined under the Gramm-Leach-Bliley Act of 1999 (Public Law 106-102, 113 Stat. 1138) as amended from time to time (the "GLBA") and the regulations promulgated thereunder, and (ii) "personal information" as defined in applicable state data privacy laws, rules and regulations. Customer understands, acknowledges 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, is the Customer's sole responsibility, and that Customer is solely responsible for securing, encrypting, protecting and otherwise safeguarding the Customer-owned Data.

(c) Limitation on Liability. Customer understands, acknowledges and agrees that 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, 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, 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 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 Bank's offices are open.

(b) Posting. Transactions (such as deposits, funds transfers, instructions and entries) related to any Service will be posted to the applicable Deposit Account in accordance with Regulation CC regarding funds availability as provided for in the Deposit Account Agreement. 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. Any funds transferred pursuant to a transaction hereunder will be available for withdrawal or advance as provided for in Bank's then current Schedule of Funds Availability, as amended from time to time, and in accordance with applicable law.

## **8. Honoring Transactions and Instructions; Furnishing Information.**

(a) Generally. Bank will honor the Customer's transactions and instructions (including adjustments and cancellations) only when the Customer has complied with the Agreement. 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 Bank, even if Bank has done so in the past; (ii) is not in accordance with any condition requested by the Customer and agreed to by Bank; (iii) 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 Bank, any provision of any present or future risk control program of the Federal Reserve or any other applicable federal or state law; (vi) does not comply with any other requirement stated in the Agreement or any Bank policy, procedure or practice; and/or (vii) for the protection of Bank or the Customer, Bank has reasonable cause not to honor.

(b) 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, 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 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 Bank promptly or on demand the amount of overdraft and any fees or other costs; and/or (iv) require the Customer to pre-fund transactions prior to settlement date or effective date. Bank may, in its sole discretion, on occasion provide a Service against insufficient, good, collected and available funds in Deposit Account(s), but Bank is not obligated to do so, and any action by Bank of this nature will not constitute an obligation by Bank to provide the Service in the future.

(c) Data File Retrieval and Delivery. Bank provides 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. Bank allows Customer to choose among certain options for communicating with 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 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. In addition to the general testing obligations set forth in Section 5(b) above, 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.

#### **9. Oral Instructions.**

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

#### **10. Erroneous Instructions.**

**CUSTOMER AGREES THAT TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, 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 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 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 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 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 Bank for any losses or expenses Bank incurs as a result of 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 Bank, whether or not authorized, if 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, 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 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 Bank will notify the Customer of (i) the execution of funds transfers and all debits or credits to accounts of the Customer held by Bank resulting from transactions pursuant to the Agreement; and (ii) amounts debited by Bank from the account(s) for payment of fees for the Services hereunder or other charges pursuant to the Agreement. The Customer agrees that 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 Bank any discrepancies between the Customer's records and Bank's records and/or Deposit Account statements and any relevant facts pertaining to potentially unauthorized or erroneous funds transfers 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 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 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 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 Bank from returning the transaction through the ACH system and re-crediting the account. At the Customer's request, 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.

(c) Foreign Currency Exchange Conversions. Bank assumes neither risk of loss nor any liability, which any person (including the Customer) may suffer by reason of foreign currency exchange conversions. Any gains resulting from foreign exchange conversion in connection with any Customer transaction pursuant to any Service hereunder shall inure to the Customer.

### **14. Settlement of Obligations.**

To the fullest extent permitted by applicable law, the Customer authorizes Bank to obtain payment of the Customer's obligations to 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 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 Bank, or otherwise) or any Service is terminated (whether by the Customer, by Bank, or otherwise), the Customer agrees that all such fees and other obligations will be immediately due and payable to Bank, and the Customer authorizes 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 Bank's exclusive remedy under this or any other section of the Agreement, and 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 Bank or the Customer may be liable to the other or to a third party with respect to the Service(s), 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. Bank reserves the right to change any fee schedule at any time and from time to time. 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 Bank for the Service(s) as determined by 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, Bank may debit any Deposit Account maintained by the Customer at Bank. If there are no Deposit Accounts at Bank with sufficient funds to cover the amount due Bank, the Customer agrees to pay such amounts directly to Bank upon demand. The Customer also agrees to reimburse Bank for any actual expenses Bank may incur to effect, administer or revoke any Service(s). In the event any fees or taxes are owed to Bank and are not paid, Bank shall have no obligation to execute any Service for the Customer, or to continue any Service(s) previously provided to Customer.

#### **17. Use of Third Parties.**

(a) Bank's Use of Third Parties. 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 Bank determines, in its sole discretion, that it is unable to provide third party network or services access, 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 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 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, 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 Bank's qualification criteria. Bank's acceptance of any third party retained by the Customer based on 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 Bank's prior written consent.

#### **18. Courier Agreements.**

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 Bank; (ii) 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 Bank's acceptance of such transactions from the courier and subsequent to the courier's acceptance of transactions from Bank. The Customer agrees that the Customer and the courier will be responsible for all loss recovery procedures and processes, although 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 Bank in connection with the Agreement and the Services provided hereunder, whether online via Bank's web site or otherwise, are proprietary property of Bank having great commercial value to Bank. The Customer shall have no ownership interest in Bank Proprietary Property or other rights related thereto, and the Customer agrees to keep Bank Proprietary Property confidential at all times. The Customer may use Bank Proprietary Property only for the purposes for which it was provided by Bank and shall notify Bank immediately of any breach of this section of which it becomes aware. 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 effected by such termination. Additionally, and unless contrary to prior agreement regarding the software, the Customer agrees to erase any software comprising 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 Bank, to return all copies of all items relating to Bank Proprietary Property which are in the possession of the Customer. Alternatively, and at Bank's option, the Customer will destroy all copies of all items relating to Bank Proprietary Property which are in the possession of the Customer and, upon request from Bank, provide written certification to Bank that such destruction has occurred.

## 20. Confidentiality.

The Customer and 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 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 Bank to provide the Service or as required by applicable law. The Customer agrees that Bank may share any information concerning the Customer's accounts and account transactions with any of Bank's affiliates, subsidiaries, parent Customer or service providers and to the extent Bank determines necessary, with the Customer's third party processor(s), and state or federal regulators, bank examiners or auditors.

### 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 Bank upon request all information necessary to remake or reconstruct any deposit, transmission file, or entry for at least thirty (30) Business Days, or longer as set forth in a separate Service Provision, following receipt by Bank of the deposit, transmission file, entry, or other order affecting any of the Customer's account(s); provided, however, that Bank's records, kept in the ordinary course of business, will be presumed to accurately reflect the contents of the Customer's instructions to 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 Deposit 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 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 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 Bank, upon execution of the Agreement and at any time upon 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 Schedule C 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 Schedule B or any addendum, exhibit or schedule used in connection with this 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 Deposit 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 or banking secrecy.

### 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 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 BANK'S NEGLIGENCE**, but excluding any claim arising from Bank's gross negligence or willful misconduct. 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, 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 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 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, 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 Bank's responsibilities under the Agreement which is caused or occasioned by any act or thing beyond 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, 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 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 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 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 Bank's alleged act or omission.

(c) Notification in the Event of Claim. The Customer agrees to immediately notify 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 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 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 Bank hereunder to be free of operator, program or

equipment error, and that 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, 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 EXTENT PERMITTED BY LAW, THE CUSTOMER AGREES TO INDEMNIFY, DEFEND, RELEASE AND HOLD HARMLESS BANK AND ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS, INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY DAMAGE, LOSS, OR LIABILITY, INCLUDING WITHOUT LIMITATION FINES, PENALTIES, REASONABLE ATTORNEYS' FEES AND COURT COSTS (COLLECTIVELY, A "LOSS") WHICH RESULT, DIRECTLY OR INDIRECTLY, FROM BANK'S PROVIDING SERVICES TO THE CUSTOMER HEREUNDER, EVEN IF SUCH LOSS ARISES, IN WHOLE OR IN PART, FROM BANK'S NEGLIGENCE, BUT EXCLUDING ANY LOSS ARISING FROM BANK'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, UNLESS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT OR THE APPLICABLE DEPOSIT ACCOUNT AGREEMENT.**

## **26. Specific Performance.**

The Customer agrees that money damages may not be sufficient remedy for any breach of the Agreement and that 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 Bank With Cause. 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 Bank in its sole and absolute discretion; (iii) Bank at any time determines that the Customer or the Customer's third party vendor does not meet Bank's risk or other qualification requirements; (iv) 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 Bank's Remote Deposit Capture Services or originated electronic entries if the Customer utilizes Bank's ACH Services; (v) 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; (vi) 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); or (vii) the Customer is in default of any terms of the Agreement or any other agreement with Bank. In any of these events, 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 Bank for Service(s), and, to the extent Bank may require a Reserve Account (as defined in the ACH Service Specific Provisions below), 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 the Customer shall promptly make full payment to Bank of all amounts due and amounts incurred under this Agreement. If the Customer utilizes the Remote Deposit Capture Services, termination of this Agreement for any reason shall automatically terminate the limited license to the Processing Software granted in the Remote Deposit 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 Deposit Capture Services Section). In the event that the Customer fails to immediately return such items upon the written demand of Bank, Bank shall have the authority to enter the premises of the Customer to remove such items.

## **28. Governing Law; Venue; Jury Trial Waiver; Class Action Waiver.**

The Customer and Bank agree that any controversy or Claim between the Customer and Bank, or between the Customer and any of the officers, employees, agents, or affiliated companies of Bank, arising out of or relating to the Agreement, or any of the transactions contemplated under the Agreement, or any of the Services provided pursuant to the Agreement, or any of the discussions or negotiations leading up to the making of the Agreement, or 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), including the Uniform Commercial Code as adopted by the State of Texas (the "UCC"). 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. Venue for the resolution of any disputes under this Agreement shall be in the state or federal courts located in Taylor County, Texas. **AS PERMITTED BY APPLICABLE LAW, CUSTOMER AND BANK, FOR THEMSELVES AND EACH OF THEIR RELATED ENTITIES, SUCCESSORS AND ASSIGNS, HEREBY IRREVOCABLY WAIVE THE RIGHT TO TRIAL BY JURY OF ALL DISPUTES, CONTROVERSIES AND CLAIMS BY, BETWEEN OR AGAINST EITHER THE CUSTOMER OR BANK WHEN THE DISPUTE, CONTROVERSY OR CLAIM IS TO BE DECIDED BY A COURT. ANY SUCH DISPUTES, CONTROVERSIES, OR CLAIMS SHALL BE RESOLVED BY A JUDGE SITTING WITHOUT A JURY. IF PERMITTED BY APPLICABLE LAW, CUSTOMER AND BANK ALSO WAIVE THE RIGHT TO LITIGATE IN COURT OR AN ARBITRATION PROCEEDING ANY DISPUTE, CONTROVERSY, OR CLAIM AS A CLASS ACTION, EITHER AS A MEMBER OF A CLASS OR AS A REPRESENTATIVE, OR TO ACT AS A PRIVATE ATTORNEY GENERAL.**

## **29. Attorney's Fees.**

If either party named herein brings an action to enforce the terms of this Agreement or to declare rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to his reasonable attorney's fees to be paid by the losing party as fixed by the court.

## **30. Assignment.**

The Customer may not assign all or any part of its rights or obligations under the Agreement without Bank's prior express written consent, which may be withheld in Bank's sole discretion. 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.

## **31. No Third Party Beneficiaries.**

The Agreement is for the benefit of the Customer and 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.

**32. 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. Any provision that by its terms or operation is designed to survive termination, expiration or cancellation of this Service shall so survive.

## II. SERVICE SPECIFIC PROVISIONS

### 1. ACH Services

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

(i) 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.

(ii) Rules. The operation of the ACH Network is governed by NACHA's Operating Rules and Operating Guidelines (the "NACHA Rules"). A copy of the operating rules of NACHA ("ACH Rules Book") and any amendments thereof, must be obtained at <http://www.nacha.org>. Customer can acquire and review the ACH Rules Book on a yearly basis to remain current with ACH Origination rules and requirements. 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). 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 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.

(iii) Origination. 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.

### (b) ACH Services Approval and Underwriting Process.

(i) 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 Bank, the Customer is required to undergo 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 (iii) 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.

(ii) ACH Operations Credit and Risk Criteria. Bank's ACH operations credit and risk analysis may be based on one or more factors deemed relevant by 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 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 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 (e) below.

(iii) 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 Bank, or if, in

the opinion of Bank, the Customer undergoes a material change in its operations that Bank believes increases the risk of the Customer's ACH operations, then 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 (c) below); require the Customer to establish a Reserve Account (as defined in Subsection (iv) below); or terminate ACH Services to the Customer, generally upon prior written notice from Bank, or immediately if Bank deems immediate termination 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 Bank believes represents a material change in the Customer's financial performance or financial condition. Upon learning of any such material change, Bank will inform Customer of the issue, and Bank may exercise its right to temporarily suspend the Customer's ACH Services in order to investigate the issue. After investigation, Bank may invoke its rights to require the Customer to Pre-fund ACH Services or to establish a Reserve Account, or Bank may, in its sole discretion, exercise its right to terminate ACH Services to the Customer generally upon prior written notice from Bank, or immediately if Bank deems immediate termination necessary, in Bank's sole discretion, to comply with NACHA Rules.

(iv) Reserve Account. Upon written notification by Bank, a Customer shall immediately establish a separate account funded with an amount required to protect Bank against the risks associated with Customer's ACH operations (the "Reserve Account"). Such Reserve Account must be established by the date requested by 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, 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 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.

(c) Prefunding of ACH Credit Entries. If a Customer prefers to prefund ACH Credit Entries or does not meet Bank's minimum credit and risk analysis requirements to become fully approved for ACH Services, Bank may choose to offer the Customer the option of obtaining ACH Services on a pre-funded basis ("Prefunding"). Bank can also exercise its rights under Section (b) to require a Customer approved for ACH services to begin Prefunding its ACH Services. If Bank exercises its rights to require Prefunding under Section (b) 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 uses Prefunding for ACH Services, the Customer is required to provide immediate available and collected funds sufficient to pay all Entries initiated by the Customer (1) not later than 9:00 a.m. Central Time three (3) Business Days before each Settlement Date, and (2) prior to initiating any Entries for which prefunding is required. 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 reject the file.

(d) Delivery of Entries. The Customer shall deliver Entries to Bank through Bank's designated secure file upload system or secure FTP. Entries shall be deemed delivered to Bank when the applicable security procedures with respect to submission as set forth herein have been complied with and the submission to Bank is completed in accordance with the Agreement.

(i) 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 or the Entry will be processed on the first Business Day following the Effective Entry Date.

(ii) Cutoff Times. Except for Same-Day Entries, Entries shall be delivered to Bank no later than 3:00 p.m. Central Time one (1) Business Day prior to their Effective Entry Date (the "Cutoff Time"). Bank strongly encourages the Customer to

complete ACH credit Entries at least two (2) Business Days prior to their Effective Entry Date to guarantee funds availability to the Receiver. The Cutoff Time for Same-Day Entries shall be 10:30 a.m. Central Time. If Entries are delivered to Bank after the Cutoff Time on a Business Day, Bank may treat such Entries as having been received on the next following Business Day. Entries delivered to 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.

(iii) Sensitive Information. The Customer shall not send banking information over an unsecured Internet connection. Communications sent to Bank over the Internet are considered unsecured unless the information is encrypted in accordance with Bank's security standards, as posted on Bank's website, or transmitted via a secure session using a commercially reasonable security technology that provides a level of security that is at least equivalent to Bank's security standards, as posted on Bank's website. 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 BANK THROUGH AN UNSECURED ELECTRONIC NETWORK ARE IN VIOLATION OF BANK AND NACHA POLICY AND PROCEDURES. THE CUSTOMER UNDERSTANDS AND AGREES THAT 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 BANK HARMLESS IF 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. BANK'S IMPLEMENTATION OF ITS NORMAL PROCEDURES REGARDING RECEIPT AND MAINTENANCE OF CONFIDENTIAL INFORMATION CONSTITUTES ITS EXERCISE OF DUE CARE.**

(e) Authorization of Entries. The Customer shall:

(i) 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 UCC 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;

(ii) 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;

(iii) 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;

(iv) Proof of Authorization. Upon request from Bank or any RDFI, provide 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;

(v) Telephone-Initiated Debit Entries. With respect to any 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 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 TEL Entries (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; for recurring TEL Entries (1) comprised of oral authorization from the Receiver containing the minimum information required by the NACHA Rules, and (2) evidenced by a tape recording of such oral authorization and a written copy of the authorization to the extent required by Regulation E, including the requirement to send a copy of the authorization to the Receiver, and meeting the requirements of the NACHA Rules. 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;

(vi) 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"), Customer represents and warrants to Bank, to the extent not already represented and warranted herein: (i) Customer has employed a commercially reasonable fraudulent detection system to screen such Entry; (ii) 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) Customer has established a secure Internet session with each Receiver utilizing a commercially reasonable security technology, at a minimum equivalent to Bank's security standards, as posted on Bank's website, 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) 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 Customer will provide to

Bank a copy of the written report of each such audit promptly upon its receipt. If the Customer will be engaging in mobile initiated Entries (e.g. origination of consumer Entries via a mobile device), the Customer must use the WEB SEC code and must otherwise comply with the NACHA Rules regarding mobile WEB Entries;

(vii) Back Office Conversion Entries ("BOC Entries"). With respect to any ACH debit Entry to an account of a purchaser (e.g. a customer of the Customer) that is the result of Customer's Back Office Conversion process whereby Customer converts source documents (typically paper checks) to ACH debit Entries, Customer acknowledges and agrees that all such BOC Entries must be made in accordance with applicable law and the NACHA Rules for BOC Entries. Customer hereby represents and warrants to Bank, to the extent not already represented and warranted herein: (i) 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 presented at 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, (B) the requirement that the purchaser be provided with a copy of such notice at the time of the transaction, and (C) maintaining a working telephone number that is answered during the Customer's normal business hours for receiving inquiries regarding BOC Entries; (ii) the amount of the Entry, the routing number, the account number, and the check serial number reflected in the BOC Entry are in accordance with the source document; (iii) Customer has employed commercially reasonable procedures to verify the identity of the Receiver; (iv) 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) Customer will provide a copy of the source document within six (6) Business Days upon a written request from Bank, and such copy will indicate that it is a copy on its face; (vi) the source document used for the BOC Entry will not be presented or returned such that any purchaser will be required to make payment based on the source document; and (vii) 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 BOC Entries;

(viii) Point of Purchase Entries ("POP Entries"). With respect to any debit Entry to a consumer account authorized pursuant to the NACHA Rules at a point-of-purchase, Customer represents and warrants to Bank, to the extent not already represented and warranted herein: (i) 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 and, when there are multiple locations, another identifier; (ii) the source document provided to 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 Customer and has not been provided by the Receiver for use in any prior POP Entry; and (iii) Customer will retain the original or a copy of the Receiver's authorization for two (2) years from the settlement date of the POP Entry; (v) Customer will provide a copy of the source document within six (6) Business Days upon a written request from Bank, and such copy will indicate that it is a copy on its face; (vi) Customer has employed commercially reasonable methods to securely store all electronic or other banking information relating to POP Entries; and

(ix) International ACH Transactions ("IAT Entries"). Customer agrees that an IAT Entry initiated or transmitted by Customer to Bank that is intended to settle in a country outside the United States will be in compliance with the laws and regulations of the receiving country. At Customer's request, Bank will assist the Customer with the form, format, and content of any such IAT Entry prior to processing the IAT Entry into the ACH network. Customer agrees and acknowledges that any assistance by Bank does not in any manner obligate Bank for the accuracy of enforceability of the IAT Entry in any country outside the United States. Customer bears the risk of any loss caused by the delay, tax, cost, tariff, fee, or other charge incurred on account of the IAT Entry in any country outside the United States. If the settlement of any IAT Entry involves clearing of the IAT Entry in more than one country outside the United States, Bank shall be permitted to rely upon any advice or instructions received by Bank from the financial institution or financial agency located in the first country outside the United States with which the entry is directed. Customer agrees and acknowledges that Bank shall not be liable to the Customer for any loss or charge incurred by the Customer as the result of the application of any foreign currency exchange criteria imposed by any institution or agency located outside the United States.

(x) Same-Day Entries. Customer may request to enroll in Same-Day Entries by contacting Customer's Treasury Management Sales Officer. 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. Same-Day Entries delivered to Bank shall be prepared and submitted in compliance with the instructions and other requirements set forth in the

NACHA Rules and this Agreement. Customer understands that any Entries above \$25,000 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.

(f) Security Procedures. The Customer and 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 Bank:

(i) Customer Responsibilities. The Customer is strictly responsible to establish and maintain procedures to safeguard against unauthorized ACH Entries. The Customer warrants that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards. The Customer shall establish and maintain security policies, procedures, and systems related to initiation, processing, and storage of Entries that are designed to: (i) protect the confidentiality of Protected Information; (ii) protect against anticipated threats or hazards to the security or integrity of Protected Information; and (iii) protect against unauthorized use of Protected Information that could result in substantial harm to a natural person. "Protected Information" means non-public personal information, including financial information, of a natural person used to create, or contained within, an Entry and related addenda records.

(ii) Delivery of Entries by Online Banking Services. The following procedures shall be followed in delivering Entries to Bank by 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 Bank's Online Banking Services using their log-in credentials, and security token, which will be accepted by Bank as evidence of authorization and authentication for processing; and (ii) the Entry data will be deemed delivered to Bank when all steps as described in this section have been complied with and the transmission is completed;

(iii) Requests for Cancellations or Amendments. The Customer shall have no right to cancel or amend an Entry after its receipt by Bank. However, 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 Bank's Operations Center 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 Bank until all steps as described in this section have been completed. Bank shall use reasonable efforts to act on the request by the Customer for cancellation of an Entry prior to

transmitting 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 is not affected.

(g) Compliance with Security Procedures. If an Entry (or a request for cancellation or amendment of an Entry) received by Bank purports to have been transmitted or authorized by the Customer, it will be deemed effective as Customer's Entry (or request) and Customer shall be obligated to pay Bank the amount of such Entry even though the Entry (or request) was not authorized by the Customer, provided Bank accepted the Entry in good faith and acted in compliance with the Security Procedures with respect to such Entry. If an Entry (or request) received by Bank was transmitted or authorized by the Customer, the Customer shall pay Bank the amount of the Entry, whether or not Bank complied with the Security Procedures with respect to that Entry and whether or not that Entry was erroneous in any respect or that error would have been detected if Bank had complied with such procedure. Bank does not verify the accuracy of the file attributes, including, but not limited to, Effective Date(s), account information or bank information. Customer must comply with the separate security procedures for Online Banking as set forth in this Agreement with regard to origination of ACH Entries.

(h) Exposure Limit. The total dollar amount of all Entries delivered to Bank in any one file of Entries, plus all other Entries that remain unsettled in the ACH network, shall not exceed the customer's "Exposure Limit". 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 (b) above. Bank shall have the right to reduce the Customer's Exposure Limit at any time immediately upon delivery of notice to the Customer.

(i) File and Daily Limits for Online Banking Customers. For Customers sending ACH Entries through Bank's Online Banking Service, Customer's Authorized Administrator can establish file and daily limits within the ACH module of the Online Banking Service. When the Customer's Authorized Administrator 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 Bank are screened against these limits

(j) Processing, Transmittal and Settlement by Bank.

(i) Processing. Except as otherwise provided in these ACH Services provisions, 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.

(ii) Transmitting Credit Entries. Except for Same-Day ACH Entries, Bank will transmit credit Entries by the deadline of the ACH Operator one (1) to two (2) Business Days prior to the Effective

Entry Date shown in such Entries, provided that in each case such Entries are delivered to Bank by the applicable Cutoff Time and Customer has funds available. For Same-Day ACH Entries, Bank will transmit credit Entries by the deadline of the ACH Operator on the same day as the Effective Entry Date shown in such Entries, provided that in each case such Entries are delivered to Bank by the applicable Cutoff Time and Customer has funds available.

(iii) Transmitting Debit Entries. 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.

(iv) 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 Bank may reject such Entries or 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 (b) of these ACH Services provisions. In no event will 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.

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

(k) Rejection of Entries. 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 Bank. 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. 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. 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 Bank to the ACH Operator, as provided in Section (h) of these ACH Services provisions. 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.

(l) Cancellation, Amendment or Correction of Entries. The Customer shall have no right to cancel or amend any Entry after its receipt by Bank. However, Bank will use reasonable efforts to act on a request for

cancellation or amendment of an Entry received from the Customer prior to Bank's transmission of the Entry to the ACH Operator or, in the case of an On-Us Entry, prior to Bank's debit/credit of the Entry to a Receiver's account, but Bank shall have no liability if such cancellation or amendment is not effected. If the Customer discovers that an Entry initiated by or on its behalf was in error, the Customer may notify Bank of such error, however, such notification must be provided to 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 Bank from and against any Claims, demands, loss, liability or expense, including attorney's fees and costs, resulting directly or indirectly from compliance by 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.

(m) Returned Entries.

(i) Notification to Customer. Bank will notify the Customer or the Customer's Authorized Party of 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 (as identified by number in the applicable ACH schedule) for the returned Entry(s).

(ii) 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 Bank and sufficient data is available to Bank to permit it to remake and resubmit such Entry(s), in which event Bank will remake and resubmit such Entry(s). 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, Bank shall have no obligation to retransmit a returned Entry to the ACH Operator if Bank complied with the requirements of the Agreement with respect to the original Entry.

(iii) Limit on Resubmission. Except for Re-Presentation Check ("RCK") 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 Entries, an entry returned for insufficient or uncollected

funds 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.

(iv) TEL Returns. Where 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 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 Bank within five (5) business days after receipt of the request from Bank.

(v) Returned ACH Entry Warning Notices. As part of Bank's ACH Services underwriting process as generally set forth in Section (b) above, 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 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, Bank will inform Customer of Customer's excessive ACH Entry return levels or dollar amounts, as determined by 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 Bank 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.

(n) Debits/Credits to the Customer's Account.

(i) Credit Entries. The Customer authorizes Bank to debit the Customer's account for ACH credit Entries processed for the Customer either on Settlement Date or on the date the ACH credit

Entry file is transmitted to Bank if the entry is prefunded.

(ii) Debit Entries. 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 Bank receives final settlement for such Entry, and Bank may charge-back to the Customer's Account the amount of any debit Entry credited to the Customer's Account for which Bank does not, for any reason, receive final settlement.

(iii) Amendments to Entries. The Customer authorizes Bank to credit the Customer's Account for any amount received by Bank by reason of the return or cancellation of any credit Entry transmitted by Bank for which Bank has previously received payment (such credit to the Customer's Account to be made on the date 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 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.

Customer agrees that upon termination of ACH Services by either Bank or Customer, 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.

(o) Reversals. Customer may request a reversal by completing a Reversal Request Form. The Customer may initiate a reversing Entry for erroneous or duplicate transactions as permitted by the NACHA Rules. The Customer warrants that it has initiated the Entry within five (5) Business Days of the original Entry and within 24 hours of the discovery of the error. The Customer also warrants that the account holder of a reversing Entry has been notified of the reversal and the reason for the reversal no later than the settlement day of the reversal. The Customer indemnifies all parties of the transaction(s) from and against any claim, demand, loss, liability or expense.

(p) Customer Representations; Indemnity. The Customer represents to Bank and agrees that:

(i) Receiver Authorizations for Credit Entries. Each person shown as the Receiver on a credit Entry received by 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;

(ii) Receiver Authorizations for Debit Entries. Each debit Entry received by 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, re-initiation of any debit Entry previously returned for stop payment has been authorized by the Receiver;

(iii) Effective Authorizations. Each such authorization with respect to an Entry is operative at the time of transmittal or debiting/crediting by Bank as provided herein; and at the time each Entry is processed by 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;

(iv) Types of Entries. Entries transmitted to Bank by the Customer are limited to those types of Entries identified to Bank by the Customer;

(v) ACH NACHA Rules. The Customer shall be bound by and comply with the then-current version NACHA Rules 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; and

(vi) 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.**

(q) 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.**

(r) Notifications of Change. Bank will notify the Customer of all Notifications of Change ("NOC") or Corrected Notification of Change ("Corrected NOC") received by 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 Day after Bank's receipt thereof. Customer shall ensure that changes requested by the NOC or Corrected NOC are made within six (6) Business Days of Customer's receipt of the NOC information from Bank or prior to initiating another entry to the Receiver's account, whichever is later. If the NOC is incorrect, the Customer will generate a Refused NOC and deliver it to Bank within 15 calendar days.

(s) Pre-notification. Notwithstanding anything to the contrary in the NACHA Rules, the Customer may provide to 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.

(t) 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 Bank as provided herein, and shall provide such data to Bank upon Bank's request.

## **2. Online Banking**

(a) The Service. Bank agrees to provide various services and transaction functions to the Customer on selected Customer Deposit Account(s) through Bank's Online Banking, Business Online Banking, Mobile Banking, Business Mobile Banking, and other online and mobile-based financial services functions which are now available or may be available sometime in the future ("Online Services"). These Services are provided in accordance with the Online Services Agreement. Eligible accounts include:

Checking (Demand Deposit) Accounts Savings Accounts  
Money Market Accounts Certificates of Deposit  
Loans

Available functions through Online Services include, but are not limited to, the following:

- View account balances, account details, and specific transaction information
- View and download transaction history and account statements
- Place a stop payment on a check
- Make payments to billers within the United States (Conditions apply)
- Send and receive secure communications
- Request a change of address
- Deposit certain checks using a mobile device (Conditions apply)
- Enable or disable debit card transactions and temporarily modify transaction limits
- Move money between your eligible and enrolled accounts at Bank
- Move funds to registered external accounts
- Send domestic and international wire transfers (Conditions apply)
- Register to receive automated activity and security alerts via voice, text, or email

Some services may not be available for certain accounts or customers.

(b) Transaction Processing Schedule. An Online Services transaction initiated on a Business Day is posted to the Customer's account the same Business Day. External funds transfers completed after 2:00 p.m. Central Time, mobile check deposits completed after 7:00 p.m. Central Time, and all transfers and stop payments completed on a non-Business Day, will be processed the following Business Day. Account balances and transaction histories reflect activity through the close of the previous Business Day. Transactions that have not been processed may display

as pending and may reflect in account balance calculations.

(c) Equipment, Software, and Internet Services. The Online Services can be accessed through Bank's web page at [ffin.com](http://ffin.com). To access the Services online, the Customer must own or have access to equipment and software (including web browser software) that allows the Customer to access the Internet. The Customer is responsible for maintaining equipment the Customer will use to access Online Services including personal computers and mobile devices, and associated operating systems, browsers, virus protection, firewalls, and other software. The Customer is responsible for establishing a connection to the Internet through an Internet service provider, wireless communication service provider, or other telecommunications provider. Browser support is subject to change with little to no notice. Bank encourages the Customer to configure its browser for automatic browser updates. The web browser used by the Customer must meet Bank's security standards, as posted on Bank's website. If the Customer tries to log on with an unsupported browser, the Customer will be redirected to download a new version of an acceptable browser. The Customer understands that if a web browser is used that does not support Bank's security standards, the security of the Customer's transactions related to any Service may be compromised and thus not in compliance with the Security Procedures required by Bank.

(d) E-mail Communications. E-mail sent via the Customer's own software may not be secure. The Customer should not include confidential information, such as account numbers and balances, in normal Internet e-mail to Bank. The Customer agrees to contact Bank electronically only by using the secure messaging capability in Bank's Online Banking system. The Customer cannot use e-mail to initiate account transactions. Bank will not be liable for any errors, omissions, claims, or problems of any kind involving the Customer's e-mail.

(e) Location Based Information. If the Customer uses any location-based feature of any of the Online Services, the Customer agrees that its geographic location and other personal information (such as its device ID) may be accessed and disclosed through the application or service. The Customer may turn off location-based features at any time within its mobile device settings. If the Customer wishes to revoke access to such information, the Customer must cease using location-based features of the application or service.

(f) Alerts and Mobile Text Messages. Online Services includes alerts and mobile text messaging capabilities. The Customer agrees that Bank may send messages through the Customer's communication service provider in order to deliver them to the Customer and that the Customer's communication services provider is acting as the Customer's agent in this capacity. Bank may use a telephone number, e-mail address, or other delivery location Bank has in its records for the Customer or

other such contact information as the Customer may provide to Bank for these services so that Bank may send the Customer certain information about the Customer's applicable account. Additionally, the Customer agrees to indemnify, defend and hold Bank harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from the Customer's provision of a phone number, e-mail address, or other delivery location that is not the Customer's own or the Customer's violation of applicable federal, state or local law, regulation or ordinance. The Customer's obligation under this paragraph shall survive termination of the Agreement.

The alerts and text messages are provided for the Customer's convenience and do not replace the Customer's monthly account statement(s), which are the official record of the Customer's accounts. The Customer understands and agrees that these Services may not be encrypted and may include personal or confidential information about the Customer such as the Customer's account activity or the status of the Customer's account. The Customer also understands that there may be a disruption in service when the Customer changes its communications service provider. Messages may be delayed or impacted by factor(s) pertaining to the Customer's Internet service provider(s), wireless communication service provider, or other parties. Bank will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery, or mishandling of, or inaccurate content in, the messages sent through the alerts and text services. The text service is only available to customers who have an enrolled account with Bank, and the Customer may automatically receive certain alerts for enrolled accounts. The Customer is responsible for any and all charges, including, but not limited to, fees associated with text messaging imposed by the Customer's communications service provider. **Message and data rates may apply. Such charges include those from the Customer's communications service provider.** Message frequency depends on user preferences.

(g) Accessing Accounts. The Customer may access any eligible account for which it is an owner. If the Customer desires Services that allow it to initiate payments or transfers from the account, the Customer will need the required withdrawal authority over the account to be able to complete the transaction. By using Online Services, the Customer agrees to maintain one or more accounts with Bank and to keep sufficient balances in any account to cover any transaction and fees that are ultimately approved by or related to the Customer's use of Online Services. The Customer understands and agrees that any one User can initiate transactions (including funds transfers or bill pay transactions) from any of the Customer's accounts using Online Services regardless of whether the User is an Authorized Signer on those accounts and regardless of whether any of those accounts normally require two

or more signatures or have other restrictions. The Customer agrees that Bank may consider all such transfers as having been authorized by the Customer.

Authorized Administrators are granted system administrative powers to establish User rights for accounts, authorize and alter rights of any Users over accounts and payment categories, authorize and alter rights to Cash Management Services, and grant or remove Supervisory rights to or from other Users. The Customer acknowledges that Bank has advised the Customer and its assignees of the liabilities created by appointing Authorized Administrators; and agrees that Bank is released from any and all liability for damages, including but not limited to claims for indirect, incidental, special, or consequential damages arising out of or related to the appointment of the Authorized Administrator(s) and the actions, now and in the future, of the Authorized Administrator(s).

The Customer further represents that each individual who has been granted access to Online Services has general authority from the Customer to give instructions to Bank with respect to the Customer's enrolled account upon entry of the Customer's authentication techniques such as User ID, password, PIN, Mobile Authorization Code, and/or authentication token ("Security Device") (including general authority over the movement of the Customer's funds and over accounts with Bank) and that Bank has full authorization from the Customer to rely and act upon instructions from the individual identified by such Security Device. The Customer accepts responsibility for unauthorized access to Online Services with its Security Device by its employees and associates or by third parties. In the event of any conflict between the authority of an individual (including the entitlement to initiate and approve financial transactions on behalf of your business) as evidenced in an account agreement, corporate resolution, power of attorney or other means and that granted through this Agreement (including additional service agreements), the terms of this Agreement shall have precedence.

(h) System Unavailability. Online Services may be unavailable when systems require maintenance or major unforeseen events occur, such as earthquakes, fires, floods, computer failures, interruptions in telephone service, electrical outages, civil unrest or riots, war, or acts or threatened acts of terrorism or other circumstances beyond our control. Bank shall have no liability for interruptions or delays in services due to systems unavailability. When unavailable, the Customer may use Bank's telephone banking system, an ATM, customer contact center or a branch office to conduct its transactions.

(i) Changes to Online Services. Bank may periodically introduce new capabilities to Online Services, or modify or delete existing capabilities. Bank will notify the Customer of these changes if Bank is legally required to do so. By using these Services when they become available, the Customer agrees to the terms contained

in this Agreement, any attachments, and subsequent amendments.

(j) Security Procedures. The Customer and Bank shall comply with the following Security Procedures with regard to Online Services:

(i) Security Controls. Bank has implemented various Online Services security controls including, but not limited to: (i) restricting access to Online Services from a computer or mobile device using an unsupported browser or mobile operating system; (ii) controlling access by requiring authentication Security Devices. Additional password complexity, password expiration requirements, or other Security Devices may be required based on the Customer's transaction authority; (iii) automatically terminating sessions after a period of inactivity. Third-party services accessed through Online Banking are subject to those vendor's restrictions; (iv) requiring a secure access code (for identification purposes) if the computer the Customer is using is not familiar to Bank; (v) authenticating mobile device specific information such as phone number, IMEI, serial number, or device type may be used as additional authentication when accessing Online Services; (vi) detecting potentially fraudulent transactions using risk and fraud analytics system; (vii) limiting account access, transactions, and providing the ability for dual-authorization for certain transactions across multiple channels; and (viii) for certain products, requiring additional transaction-level authentication including, but not limited to, two-factor authentication using tokens and out-of-band authentication techniques.

(ii) Online Banking Security Devices. The Customer's Security Devices will give the Customer access to its accounts and ability to perform certain transactions through Online Services. Bank is entitled to act on any instructions it receives using the Customer's Security Devices. The Customer must memorize its password and must not write down its password down or store it electronically. The Customer should change its password regularly. The Customer can change its password within the Online Services systems. The Customer is responsible for the confidentiality and use of its Security Devices in accessing and using Online Services. The Customer is responsible for keeping its password and account data confidential. When the Customer gives someone its User ID and password, it is authorizing that person to use Online Services. Bank will therefore consider any access to Online Services through use of any valid Security Devices to be duly authorized by the Customer, and Bank will carry out any instruction given regardless of the identity of the individual who is actually operating the system. The Customer is responsible for all Online Services transactions performed using its User ID and password, even if it did not intend or authorize

them. If the Customer believes that its password may have been lost or stolen, the Customer must notify Bank at once.

(iii) Computer Security and Maintenance. The Customer understands that installation, maintenance, and operation of the Customer's Computer is the Customer's sole responsibility. Bank is not responsible for any errors or failures of the Customer's Computer, including but not limited to, any virus or Internet related problems that may be associated with the Customer's access and use of the Services online. The Customer confirms that it has investigated Bank's Security Procedures and that it has instituted the proper controls for access to Online Banking through its computers, mobile devices, and terminals. The Customer confirms that the security system and controls are commercially reasonable for its business. The Customer agrees that it is responsible for the performance and protection of any browser or operating system used in connection with Online Banking, including the prompt adoption of all security patches, installing and mainlining up to date any malicious code security ("anti-virus") and other security measures issued or recommended from time to time by the suppliers of such software. Bank encourages the Customer to scan its computer, mobile devices, and removable storage routinely using a reliable virus protection product to detect and remove viruses. If undetected and unrepaired, a virus can corrupt and destroy the Customer's programs, files, and hardware.

Bank reserves the right as encryption technology develops to impose further reasonable restrictions or requirements to maintain the appropriate level of security for the transactions contemplated hereunder and the Customer agrees to abide by such restrictions or requirements or discontinue the Service or Services hereunder. Unauthorized modification of a mobile device operating system (also known as "jailbreaking") can cause security vulnerabilities, instability, and other issues. Bank strongly cautions against installing any software that modifies a mobile operating system, and Bank may deny service for any mobile device that has installed any unauthorized software. Bank is not responsible for any loss, damage, or injury related to or caused by any use, misuse, or failure of the Customer's equipment. Bank is not responsible for any loss, damage, nor injury related to or caused by any deficiency, malfunction, or failure of the Customer's software, hardware, or internet connection.

(k) Termination and Changes in Terms. Bank reserves the right to terminate the Customer's access to Online Banking in whole or in part or to change the charges, fees or other terms described in this Agreement at any time without prior notice. When changes are made, Bank will notify the Customer using one or more of the

following: (i) e-mail; (ii) physical mail at the address shown in Bank records; (iii) Online Banking secure message; and/or (iv) website content.

Bank reserves the rights to terminate and purge Online Services customers who have not accessed or utilized the service for an extended period of time. Should the Customer's access be terminated due to inactivity, the Customer will be permitted to re-enroll.

(l) Beta Features. From time to time, Bank may include new or updated beta features in the Online Services ("Beta Features"). Beta Features may have associated fees, which will be disclosed to the Customer at the time the Customer chooses to use the Beta Features. Bank understands that the Customer's use of any Beta Feature is voluntary. The Customer understands that once the Customer uses a Beta Feature, it may be unable to revert back to a prior non-beta version of the same or similar feature. Additionally, if such reversion is possible, the Customer may not be able to return or restore data created within the Beta Feature back to the prior non-beta version. The Beta Features are provided on an "as is" basis and may contain errors or inaccuracies that could cause failures, corruption or loss of data and information from any connected device. The Customer acknowledges and agrees that all use of any Beta Features is at its sole risk.

(m) Provider Services. In connection with the Customer's use of and as part of the functionality of the Services, the Customer may have access to certain online services or information that may be made available by its provider(s) ("Provider Services"), including online banking, online payment, online investment account download, online bill pay, online trading, and other account information available from its provider(s). The Services are designed to allow the Customer to access Provider Services (if and to the extent provided by the Customer's provider(s)) to set up banking and other information, allow the Services to access the Customer's account(s), download transactions into the Services and otherwise aggregate information from the Customer's account(s) with its provider(s).

The Customer acknowledges and agrees that Bank has no control over the provision of Provider Services or provision of access to the Provider Services by the Customer's provider(s), does not guarantee that the Services will work with the Provider Services, and will have no liability whatsoever for any actions or inactions on the part of the provider(s) resulting in the Customer's inability to use the Services to access its accounts, obtain data, download transactions, or otherwise use or access the Provider Services.

(n) Limitation of Damages and Liability. Except as specifically provided for in this Agreement or where the law requires a different standard, the Customer agrees that the Bank is not responsible for any losses, errors, injuries, expenses, claims, attorney's fees, interest or other damages, whether direct, indirect, special,



punitive, incidental or consequential, (collectively, "losses") caused by the Customer's use of online banking or the use of online banking or in any way arising out of the installation, use or maintenance of its personal computer hardware or software, including any software provided by Bank or one of its suppliers.

In addition, Bank disclaims any responsibility for any electronic virus(s) the Customer may encounter after installation of such software or use of Online Banking or the online services. Without limiting the foregoing, neither Bank nor its suppliers shall be liable for any: (i) failure to perform or any losses arising out of an event or condition beyond their reasonable control, including but not limited to communications breakdown or interruption, acts of God or labor disputes; or (ii) the loss, confidentiality or security of any data while in transit via the internet, communication lines, postal system or ACH network. Bank and its suppliers provide Online Services from their own sites and they make no representation or warranty that any information, material, or functions included in Online Services are appropriate for use by the Customer in its jurisdiction. If the Customer chooses to use Online Services, it does so at its own initiative and is solely responsible for compliance with applicable local laws and regulations. Neither Bank nor its suppliers warrant the adequacy, accuracy, or completeness of any information provided as a part of Online Services, or contained in any third party sites linked to or from Bank's website.

(o) Restrictions. The Customer may not appropriate any information or material that violates any copyright, trademark, or other proprietary or intellectual property rights of any person or entity while using the Online Services. The Customer may not gain, or attempt to gain, access to any Online Services server, network, or data not specifically permitted to the Customer by Bank or its suppliers. The Customer must not include any obscene, libelous, scandalous, or defamatory content in any communications with Bank or its suppliers.

(p) Links to other Sites. Information that Bank publishes online may contain links to other sites and third parties may establish links to Bank's site. Bank makes no representations about any other website that the Customer may access to, from, or through Bank's website. Unless expressly stated in writing, Bank does not endorse the products or services offered by any company or person linked to Bank's website nor is Bank responsible for any software or the content of any information published on the website of any third party. The Customer should take precautions when downloading files from sites to protect its computer software and data from viruses and other destructive programs.

### 3. Positive Pay

(a) The Service. Bank agrees 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 Bank.

(i) Positive Pay. Customer sends a file of issued checks to Bank ("Check Issued File").

(ii) ACH Block/Filter. Bank receives incoming ACH entries and the Customer makes the decision to honor the item or not ("Decision").

#### (b) Procedures for Positive Pay.

(i) Check Issued File. For applicable Deposit Accounts identified whereby the Customer has requested Bank verify checks against a Check Issued File, the Customer agrees to deliver or transmit the serial number, amount, date issued and status of each check by Deposit Account number (such data cumulatively, the "Check Issued File") to Bank electronically using Online Banking or the Positive Pay System. Customer shall submit the Check Issued File to Bank no later than 7:00 p.m. Central Time on normal Business Days. With the exception of checks presented for immediate payment in person ("Teller Checks"), Check Issued File data received by 7:00 p.m. Central Time each Business Day will be used to verify any check or Electronic Check Presentment ("ECP") items posting to the applicable Deposit Account that Business Day. Any Check Issued File data received by Bank during banking hours of a Business Day will be made available to Bank's tellers within thirty (30) minutes of Bank's receipt. Teller Checks will be cashed only if verified against the most recent Check Issued 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 Check Issued File is unavailable Bank's tellers will follow normal check cashing procedures.** For items presented through ECP, the serial number on the Customer's Check Issued File must match the serial number on the MICR line of the Customer's checks as shown on the ECP item. The Customer acknowledges that any stop payment issued on a check will supersede any data transmitted hereunder.

(ii) Payment or Dishonor of Over the Counter Items. Bank shall compare each Over the Counter Item by serial number, amount, and payee name (if participating in Payee Name Match) against each Check Issued File received by Bank. On each Business Day, Bank will pay and charge each Over the Counter Item to the Authorized Account after validation. In the event the serial number or amount do not match a check in any Issued Item File, Bank will verify the Exception Item received when negotiating the Over the Counter Item and return the check to the presenter of the item and that person will be referred back to the maker of the check for assistance.

(iii) Payment of Presented Items and Reporting of Exception Items. Bank shall compare each Presented Item by serial number, amount, and

payee name (if participating in Payee Name Match) against each Check Issued File received by Bank. A Presented Item that does not match a check included in a Check Issued File or an ACH transaction that is blocked or filtered is an "Exception Item." On each Business Day, Bank:

(1) shall pay and charge to the Authorized Account each Presented Item that matches by serial number, amount, and payee name (if participating in Payee Name Match) a check shown in any Check Issued File; and

(2) shall notify Customer via e-mail whether Bank has received any Exception Items, which Customer can log in to Online Banking or the Positive Pay system to view.

(iv) Payment and Dishonor of Exception Items. Bank will pay or return Exception Items in accordance with the default option selected by Customer for each Authorized Account in Schedule A.

(v) Return Default. Where Customer has selected the return default option to apply to an Authorized Account, Bank shall return to the depository bank any Exception Item drawn on that Account, unless Customer instructs Bank to pay such check in a timely Pay Request. The Pay Request shall identify each Exception Item that Customer desires to be paid by the check number and amount specified in the Exception Item List and shall instruct Bank to pay such Exception Item. The Pay Request shall be sent to Bank by Customer no later than 2:00 p.m. on a Business Day via Online Banking or the Positive Pay System, or at such other time otherwise designated by Bank. Bank shall pay and charge to the Authorized Account any Exception Item that Customer directs Bank to pay as provided above.

(vi) Pay Default. Where Customer has selected the pay default option to apply to an Authorized Account, Bank may pay and charge to the Authorized Account any Exception Item provided that Customer has not objected to such payment in a timely Return Request. A Return Request shall identify each Exception Item that Customer desires not to pay by the complete check number and amount specified in the Exception Item List and shall instruct Bank to return the Exception Item. The Return Request shall be sent to Bank by Customer no later than 2:00 p.m. Central Time on the Business Day of presentment. Bank shall return to the depository bank any Exception Item that Customer instructs Bank to return as provided above.

(vii) Communications. Customer or Bank, at its discretion, may each submit to the other party a revision of any communication provided for under this Agreement. The revised communication must:

(1) be sent in its entirety electronically via Online Banking or the Positive Pay System and not in the form of a partial amendment to the communication originally sent,

(2) identify the original communication, and

(3) be sent immediately upon discovery of previously sent information. A properly submitted revised communication serves to revoke the original communication.

Bank shall use only Check Issued Files that comply with Check Issued File and have not been revoked in the preparation of Exception Item Lists under this Agreement. Customer shall use only Exception Item Lists that comply with Payment of Presented Items and Reporting of Exception Items and have not been revoked in the preparation of Pay Requests and Return Requests. Bank shall not be obligated to comply with any Pay Request or Return Requests received in a method not permitted in this Agreement but may instead treat such a Pay Request or Return Requests as though it had not been received. Bank is not responsible for detecting any Customer error contained in any Issued Item File or Pay Request or Return Request sent by Customer to Bank. Any communication purporting to have been sent by Customer will be deemed to have been sent by and authorized by Customer, and Bank is authorized by Customer to act in reliance thereon, even though the communication was unauthorized.

(viii) Transmittal. Files delivered to Bank shall be prepared and submitted in compliance with the formatting as provided.

(ix) Exception Reporting. At approximately 8:00 a.m. Central Time of each Business Day, for each Deposit Account for which the Customer has requested the Service, Bank will make available to the Customer, 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, Substitute Check (defined herein) and ECP items posted to the applicable Deposit Account but not on the Check Issued File; (ii) all check, Substitute Check and ECP items posted to the applicable Deposit Account that are on the Check Issued File but for an amount different than that stated on the Check Issued File; (iii) where the Customer chooses to set Maximum Limits, ACH items exceeding the Maximum Limit; and (iv) all ACH debits where the Customer chooses to block ACH debits.

(x) 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 Bank of its intent to authorize such payment on or before 2:00 p.m. Central Time of the Business Day that the

Customer received such Exception Report. Such notification must be made by an authorized User to Bank via Bank's Positive Pay system or Online Banking. 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. Bank does not check items on the Exception Report(s) against previously cleared items.

(c) Procedures for ACH Block/Filter.

The Customer may provide standing instructions to Bank to manage ACH activity. Specified ACH transactions will be subject to block and/or filter services. Customer shall provide Bank with all information required by Bank in order to permit Bank to deliver the block and/or filter services for ACH entries. Unless the Customer has provided Bank with sufficient information to block or filter ACH entries, Bank may pay any debit or credit to the Authorized Account for each ACH entry that is not blocked or filtered.

(i) The Customer must submit a list of ACH originators for which Customer has authorized, blocked and/or filtered ACH entries against its account no later than 3:00 p.m. Central Time for next day business processing.

(ii) Bank shall compare each ACH item against the ACH block/filter instructions received by Bank. Bank may pay and charge to the Authorized Account each ACH entry not subject to the ACH block/filter order sent by the Customer.

(iii) At approximately 8:00 a.m. Central Time on each business day, Bank will notify Customer of ACH Entries presented to Bank for settlement on that business day and which have been identified as Exception Items based on the authorized ACH originators provided to Bank by Customer. Bank shall provide to Customer the detail provided with such ACH entries. Customer may choose not to authorize any ACH Entries, in which case Bank will treat all such ACH Entries as Exception Items.

(iv) The Customer shall review and electronically communicate any and all Pay Requests or Return Requests for all exceptions to Bank by 2:00 p.m. Central Time. A Return Request shall identify each Exception Item that the Customer desires not to pay by ACH Standard Entry Class Code, Customer ID or amount of any ACH item listed in the Exception Item Report. If Customer fails to notify Bank by 2:00 p.m. Central Time of its decisions, Bank will pay or return the Exception Items based on the Customer's default option elected for each Authorized Account.

(v) A Return Request shall be considered timely only if sent to Bank by the deadline. Bank shall not be obligated to comply with a Return Request received after a deadline.

(vi) In the event system problems prevent Bank from sending the Exception Item information in sufficient time for the Customer to respond by the above deadline, the deadline will be extended accordingly.

(vii) Except as provided in this section, Bank will not provide the Customer with notice of any ACH transactions. The customer will receive an e-mail when ACH Exception Items are presented and need to have a decision.

(viii) No instructions shall be binding on Bank unless they are in writing, on such forms as Bank may require from time to time, and are received in such time as to provide Bank reasonable opportunity to act thereon. Bank shall be entitled to rely exclusively on the written instructions provided by the Customer, and the Customer understands that any error made by the Customer in furnishing the identification number will make the block instructions ineffective.

By using the ACH Block/Filter Service, the Customer authorizes Bank to return ACH Entries or to pay ACH Entries in accordance with Customer authorization. Bank will have no liability for non-payment or payment of an ACH Entry when the ACH Entry is included in the report of Exception Items and Customer does not give Bank a timely decision to pay or return the ACH Entry.

Customer acknowledges that the ACH Block/Filter Service does not preclude standard ACH processing procedures which may cause an ACH Entry to be dishonored even if Customer instructs Bank otherwise.

Customer acknowledges the ACH Block/Filter Service is intended to be used to identify ACH entries which it suspects in good faith are unauthorized. If Bank suspects or deems, in its sole discretion, that the Customer is using ACH Block/Filter contrary to these intentions, Bank may require the Customer to provide evidence the ACH Entries Bank returns are in fact unauthorized.

ACH Block/Filter Service does not apply to transactions between the Customer and Bank. Bank may pay ACH Entries which the Customer has authorized Bank to originate against its account.

ACH Block/Filter does not cover an ACH entry if Bank has paid the item or is committed to honor or pay the item under applicable laws, regulations, or rules governing checks. Bank may also pay any ACH Entry Reversals which Bank is required to accept under NACHA Rules, operating circulars, and / or other applicable rules, guidelines or regulations.

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

(i) Security Controls. Bank has implemented various Positive Pay security controls including, but not limited to: (i) restricting access to the Positive Pay system from a computer or mobile device using an unsupported browser or mobile operating system; (ii) controlling access by requiring authentication through the use of a User ID and Password (if accessed through the Positive Pay Portal) or through the use of Codes (if accessed through Online Banking); (iii) automatically terminating sessions after a period of inactivity; (iv) requiring a secure access code (for identification purposes) (if accessed through Online Banking) if the computer the Customer is using is not familiar to Bank; and (v) authenticating mobile device specific information such as phone number, IMEI, serial number, or device type may be used as additional authentication when accessing the Positive Pay system through Online Banking.

(ii) Security Codes. The Customer's Codes will give the Customer access to the Positive Pay system. Bank is entitled to act on any instructions it receives using the Customer's Codes. Bank recommends that the Customer memorize its password and not write down its password or store it electronically. The Customer should change its password regularly. The Customer can change its password within the Online Services or Positive Pay systems. The Customer is responsible for the confidentiality and use of its User ID and password and other security data, methods and devices in accessing and using the Positive Pay system. The Customer is responsible for keeping its password and account data confidential. When the Customer gives someone its User ID and password, it is authorizing that person to use the Positive Pay system. Bank will therefore consider any access to the Positive Pay system through use of valid User ID and Password to be duly authorized by the Customer, and Bank will carry out any instruction given regardless of the identity of the individual who is actually operating the system. The Customer is responsible for all Positive Pay transactions performed using its User ID and password, even if it did not intend or authorize them. If the Customer believes that its password may have been lost or stolen, Customer must notify Bank at once.

(e) Updating Issued Check File(s). For each Deposit Account for which the Customer requests Services hereunder, 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 Check Issued File. 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), Bank may terminate this Service immediately upon written notice to the Customer.

(f) Remedies.

(i) UCC Liability. To the extent applicable, the liability provisions of UCC Articles 3 and 4 shall govern the Positive Pay Services, except as modified below.

(ii) Wrongful Honor. It shall constitute wrongful honor by Bank if Bank pays an Exception Item listed in an Exception Item Report if the Customer issued a timely Return Request identifying said Exception Item. In the event that there is wrongful honor: (i) Bank shall be liable to the Customer for the lesser of the amount of the wrongfully paid Exception Item or the Customer's actual damages resulting from Bank's payment of the Exception Item; (ii) Bank retains the right to assert the Customer's failure to exercise ordinary care under UCC Section 3-406(a), as amended, and the Customer's failure to exercise reasonable promptness under UCC Section 4-406(c), as amended; and (iii) Bank retains the right to assert the defense that the Customer sustained no actual damages because of Bank's honor of the Exception Item discharged for value.

(iii) Wrongful Dishonor. Except as provided below, it shall constitute wrongful dishonor by Bank if Bank dishonors an Exception Item for which the Customer has not issued a Return Request.

(1) The Bank's liability for wrongful dishonor of an Exception Item shall be limited to the actual damages suffered by the Customer that were proximately caused by the wrongful dishonor.

(2) Notwithstanding Section 3(f)(iii)(1), Bank shall have no liability to the Customer for wrongful dishonor when Bank, acting in good faith, returns an Exception Item: (i) that it reasonably believed was not properly payable; or (ii) if there are insufficient Available Funds on deposit in the Authorized Account; or (iii) if required to do so by the service of legal process on Bank or the instructions of regulatory or government authorities or courts, or (iv) if the Customer fails to provide proper and timely notice to pay the Exception Item.

(iv) Rightful Honor and Dishonor.

(1) If the Customer does not issue a Return Request to Bank for an Exception Item in accordance with Section 3(b)(v), and Bank honors such Exception Item, such honor shall be rightful, and the Customer waives any right it may have to assert that the Exception Item was not properly payable under UCC Section 4-401.

(2) If Bank dishonors an Exception Item in accordance with a Return Request issued by the

Customer, the dishonor shall be rightful, and the Customer waives any right it may have to assert that the dishonor was wrongful under UCC Section 4-402.

(3) The Customer agrees that Bank exercises ordinary care whenever it rightfully honors or dishonors an Exception Item consistent with the provisions of this Agreement.

#### 4. Remote Deposit Capture

(a) The Service. Bank agrees to provide Remote Deposit Capture Services to Customer for the purpose of depositing Customer's checks through the Internet or by creating information to deposit checks through the software provided by Bank, for improved collections and increased availability of funds in selected Deposit Accounts identified to Bank.

(b) Definitions. The meanings of the defined terms set forth below are also applicable to this Agreement. 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 Texas UCC as amended from time to time.

(i) "Check" means a draft, payable on demand and drawn on or payable through or at an office of a bank, whether or not negotiable, that is handled for forward collection, including a Substitute Check and a traveler's check; and does not include a non-cash item payable in a medium other than United States dollars.

(ii) "Deposit Account" means the Customer's designated deposit account at Bank.

(iii) "RDC Security Procedures" means the use of identification codes, encryption, passwords, logon identifications, personal or location identification numbers, repetitive codes, and other security devices, systems and software used by the Customer to communicate through the Internet for the Remote Deposit Service.

(iv) "Remote Deposit Capture Services" means all duties to be performed by Bank regarding the Remote Deposit Service.

(v) "Remote Deposit Service" means all information, web-based services, technological

infrastructure and installed software, if applicable, on the Customer's computers, which allow Customer to submit Checks to Bank for deposit through the Internet or by creating information to deposit Checks through the software provided by Bank.

(vi) "Substitute Check" means a paper reproduction of the original Check that:

(1) contains an image of the front and back of the original Check;

(2) bears a MICR line containing all the information on the MICR line of the original Check, except as provided under generally applicable industry standards for substitute Checks to facilitate the processing of substitute Checks;

(3) conforms, in paper stock, dimension, and otherwise, with generally applicable industry standards for substitute Checks; and

(4) is suitable for automated processing in the same manner as the original Check.

(vii) "Federal Financial Institutions Examination Council" or "FFIEC" consists of the Board of Governors of the Federal Reserve System, the Federal Deposit Insurance Corporation, the National Credit Union Administration, the Office of the Comptroller of the Currency, the Office of Thrift Supervision, and a representative of the State Liaison Committee. The FFIEC is the governing body which provides high-level descriptions of risk management processes that include planning, risk identification and assessment, controls, and measuring and monitoring.

(c) Duties and Responsibilities of Bank. Bank hereby grants to Customer a non-exclusive ability to utilize the Remote Deposit Service through the Internet or by creating information to deposit Checks through the software provided by Bank, and to use Bank's proprietary documentation for the term of this Agreement. Customer agrees that Bank may process these Checks in accordance with the terms of this Agreement.

(i) Processing. Bank will process, encode, endorse and deposit into the Deposit Account, Checks submitted by Customer through the Remote Deposit Service in accordance with Bank's internal procedures and all state and federal laws during any Business Day, subject to the Cutoff Time below. Bank will not examine Checks to verify any data or dates. Bank will process the Check according to the amount entered by Customer, if applicable, or by the numeric amount shown. If the numeric amount is unclear, Bank may process the Check according to the written amount, and Bank may correct the amount entered by the Customer. If the Check is ambiguous, Bank will return the check as an exception. Checks made payable to

the Customer or any reasonable derivation thereof are acceptable for deposit. If a Check does not have the necessary information to be processed by Bank, then Bank will treat the Check as an exception. If a Check is treated as an exception, it will be forwarded by Bank to the Customer, and not deposited or otherwise reflected in the account of Customer. Bank will disregard any notation on a Check containing "paid in full" or other restrictive notation, whether preprinted or handwritten, and treat any such Check as though such notation did not appear thereon.

(ii) Reporting. Reports regarding the Remote Deposit Service will be available through the Bank-provided software which the Customer may access through the Internet.

(d) Duties and Responsibilities of the Customer.

(i) Use of Remote Deposit Service. Customer shall be solely responsible for installing and maintaining up to date any malicious code security ("anti-virus") capability on its computers and information systems. Customer shall submit valid Checks payable to Customer by using the Remote Deposit Service in accordance this Agreement. In using the Remote Deposit Service, Customer shall create an image of the Check or Checks and the associated MICR data using approved hardware provided by Bank. If applicable, Customer agrees to enter in the amount of the Check using the written amount of the Check into the Remote Deposit Service in the data field provided. Customer agrees to abide by all terms and conditions contained in this Agreement for using the Remote Deposit Service, including but not limited to the specifications and image standards for Checks in accordance with standards as outlined in 12 CFR Part 210.

(ii) Check Endorsements. To comply with FFIEC guidance concerning forged and missing endorsements, most Remote Deposit Capture endorsements may be "virtual." The Customer and Bank will determine the required endorsement and Bank will ensure the proper virtual endorsement is configured in each Remote Deposit Capture profile. If the Customer requires a change in the endorsement, the Customer shall coordinate the change with Bank at which time Bank shall implement the change.

(iii) Substitute Checks. Customer agrees that it will not deposit any Substitute Checks unless Bank specifically agrees to accept such deposit. If in the absence of such specific agreement Bank processes any substitute checks, other than returned items for deposit, Customer agrees that such processing shall not be deemed to be Bank's agreement to accept any Substitute Checks for deposit and that Customer will be solely responsible for any loss or liability in connection with the deposit.

(iv) Records Retention. Customer shall retain each original Check that is processed through any Remote Deposit Capture activity for a reasonable period of time, but Bank recommends that Customer keep each original Check for at least fourteen (14) Business Days from the date of deposit or such longer time. Customer understands that in all cases it is solely responsible for safeguarding all items it retains as required or permitted by this Remote Deposit Service from destruction, alteration or theft in accordance with the provisions of this Agreement.

(e) Security Procedures and Communications. Certain RDC Security Procedures designed to verify the origination (but not errors in transmission or content) of instructions, orders and other communications sent by Bank and Customer might be used in connection with the Remote Deposit Service. Customer agrees that any such mutually agreed-upon RDC Security Procedures shall be deemed commercially reasonable. Bank shall not be obligated to act on a communication not transmitted in accordance with the RDC Security Procedures and may refuse to act on any communication where Bank reasonably doubts its authorization, contents, origination or compliance with the RDC Security Procedures. Bank shall have no duty to discover, and shall not be liable for, errors or omissions by the Customer. If Bank complies with the RDC Security Procedures in respect of a communication, Bank shall be entitled to act on that communication and shall not be obligated to verify the content of such communication, establish the identity of the person giving it, or await any confirmation thereof, and Bank shall not be liable for acting on, and Customer shall be bound by, any communication sent in the name of Customer, whether or not authorized.

Bank reserves the right to issue new RDC Security Procedures and/or to cancel or change any RDC Security Procedures from time to time. Whenever the RDC Security Procedures include the assigning to Customer of any confidential password, logon identification, identification code, personal or location identification number, repetitive code, or similar security device, Customer shall not disclose such security device except to employees or agents authorized to act for Customer in connection with the Remote Deposit Service. Customer shall implement such safeguards as are reasonably necessary to ensure the confidentiality and integrity of such security devices, and shall immediately notify Bank if the confidentiality or integrity of any such security device is breached or threatened. Customer shall be solely responsible for the safekeeping of such security devices and assumes all risk of accidental disclosure or inadvertent use of such security devices by any party whatsoever, whether such disclosure or use is on account of Customer's negligence or deliberate acts or otherwise. Bank shall not be liable for any loss or damage resulting from fraudulent, unauthorized or otherwise improper use of any security devices.

(f) Personal Computer File Transmission. The Customer's Authorized Representative will access the Remote Deposit system by utilizing the prearranged log on procedures, remote ID and file ID. The Customer is solely responsible for any access by its employees and agents to the data files maintained on the Customer's personal computers or Remote Deposit database. Customer hereby acknowledges that access to the Remote Deposit system must be carefully and continuously controlled. In accordance with the aforesaid, the Customer agrees to use the highest standard of diligence to ensure the confidentiality of user passwords and will prohibit the unauthorized access to or use of the Remote Deposit secure web site.

(g) 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 access and/or use Bank's processing software for Customer's own business operations.

(h) 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 Related Entities Schedule ("Schedule B"). 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.

(i) 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 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.

**(j) CUSTOMER INDEMNITY. IF CUSTOMER ELECTS TO USE 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.**

(k) 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.**

## 5. Wire Transfer

(a) The Service. Bank agrees to provide for origination of Funds Transfers by Wire ("Wire Transfer") through the Customer's personal computer or by telephone. 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.

### (b) Definitions.

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

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

(iii) "Online Wire Transfer" means a Wire Transfer initiated by a Customer via Bank's Online Banking Services.

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

(v) "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.

(vi) "Wire Templates" means formats for repetitive, non-repetitive, foreign and tax wires established in Bank's Online Banking Services by the Customer or established by Bank based on the Customer's request. Wire templates are the formats in Bank's Online Banking Services that enable the Customer to initiate Online Wire Transfers.

(c) Wire Template Maintenance; Customer's Liability for Errors to Beneficiary Information. Bank establishes non-repetitive Wire Templates for Customers based on the information provided by the Customer. The Customer may use those non-repetitive Wire Templates to establish repetitive Wire Templates as needed.

**THE CUSTOMER UNDERSTANDS AND AGREES THAT THE CUSTOMER AND NOT BANK WILL CONTROL THE BENEFICIARY INFORMATION FOR ALL WIRE TRANSFERS, INCLUDING ANY REPETITIVE WIRE TEMPLATES, 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 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 (1) ENTRUSTED AT ANY TIME WITH 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 BANK, INFORMATION FACILITATING A BREACH OF THE PROCEDURES, REGARDLESS OF HOW THE INFORMATION WAS OBTAINED OR WHETHER CUSTOMER WAS AT FAULT.**

(d) Wire Transfer Procedures. Customer agrees to make all wire transfer transaction requests according to the security procedures that are set forth below. Notwithstanding the foregoing: (1) in the event that any third party wire transfer system imposes procedures upon Bank, Bank may immediately implement such procedures, followed by notice to the Customer; (2) Bank is not required to act upon any transaction request that does not comply with Bank's security procedures; (3) Bank is not required to act upon any transaction request which exceeds Customer's available balance on account with Bank or which Bank is unable to authenticate to its satisfaction; and (4) Bank may revise its security procedures upon notice to the Customer and in such case, such revised security procedures shall be binding upon the Customer.

(e) Security Procedures.

(i) Bank will only accept a funds transfer request that is made using the appropriate "Security Procedures" and codes. Bank always recommends that the Customer incorporate dual control authorities when initiating outgoing wires transfers. If the Customer chooses to allow a single Authorized Party to draft and approve an outgoing wire transfer request, Bank will require the Customer to document a waiver of this recommendation by completing a Waiver of Recommended Wire Transfer Procedure. Bank will assign personal identification numbers ("PINs"), user ID's, unique passwords, and security tokens (collectively referred to herein as "IDs") as applicable, which Authorized Parties will use to make transfer requests. The Customer understands and accepts responsibility for maintaining a high level of security in reference to such IDs.

(ii) Prior to initiating a transfer request, Bank may, but shall not be obligated to, confirm by telephone with an authorized representative of the Customer any third party transfer request. Third party transfer requests are defined to include any movement of funds from an account of the Customer maintained at Bank to an account of the Customer with a different name at another bank, as well as any movement of funds from Customer's account maintained at Bank to any company, individual or representative of any other company. The Customer understands that if and when Bank attempts to confirm transfers, a delay may occur pending an independent confirmation.

(iii) Each Authorized Party will have access to Bank's Online Banking System with the ability, as authorized, to draft and approve an outgoing wire transfer request through an ID. Each Authorized Party shall be permitted to make wire transfers by telephone and will be issued a PIN. It shall be the sole responsibility of the Customer to safeguard each ID. The effectiveness of the security procedures depends on the Customer safeguarding its IDs and limiting access to the service to Authorized Parties. Any act or omission of the Customer that permits any other party besides Authorized Parties to learn any Customer IDs and enables the outside party to use this information to use Bank's online banking system and/or telephone wire department destroys the security of the IDs and the results thereof are the responsibility of the Customer. In the event that Customer has reason to believe that any IDs have been compromised, the Customer shall immediately advise Bank by telephone. Upon such notification, Bank will issue new IDs to Customer's Authorized Parties. Until the new IDs have been issued, the Authorized Parties' use of Bank's online banking system and telephone wire department will be abated. In order to maintain a high level of security, each ID may be changed periodically by Bank. Before this occurs, Bank will notify the Customer of the impending change and supply applicable Authorized Parties with new IDs.

(iv) The Security Procedures to initiate Online Wire Transfers are as follows: Bank is hereby directed to complete all funds transfer instructions received from Customer using Bank's Online Banking System. Bank shall have no liability for performing all funds transfer instructions submitted through the service as long as Bank complies with the instructions received. Each Authorized Party designated to draft and approve a wire transfer request will have an ID, which shall include a user ID, unique password, and security token, to access the wire transfer system. Each Authorized Party may change his or her own password. Customer acknowledges and accepts sole responsibility for the security of each ID issued to Customer's Authorized Parties and access to the service, and agrees to hold Bank harmless for complying with all instructions received from Authorized Parties in connection with the service. Customer understands that Bank will not call the Customer to verify the authenticity or accuracy of any wire transfer instruction and that Bank will have no liability for performing each wire transfer instruction without verifying the instruction with Customer.

(v) The Security Procedures to submit wire transfer instructions by telephone with dual callback are as follows: When initiating a wire transfer request, the Authorized Party must contact the wire transfer department and provide specifics of the wire transfer request and his or her PIN.

This information includes, but is not limited to, his or her name, the Customer name, the User's PIN, the account number from which the funds are to be drawn, the amount of the transfer, the name of the bank and the bank's ABA number to which the funds are to be transferred and the name and account number of the receiving party to which the funds are to be transferred. When verifying the wire transfer instructions **the wire transfer department will call back to a different Authorized Party to confirm and verify the wire transfer request.** A PIN must be used to identify the individual verifying the wire transfer instruction. A facsimile is required on all third party wire transfers. Third party wire transfer requests are defined to include any movement of funds from an account of Customer maintained at Bank to an account of Customer with a different name at another bank, as well as any movement of funds from Customer's account maintained at Bank to any company, individual or representative of any other company at another bank.

(vi) The Security Procedures to submit wire transfer instructions by telephone with callback verification to the same person submitting the request are as follows: When initiating a wire transfer request, the Authorized Party must contact the wire transfer department and provide specifics of the wire transfer request and his or her PIN. This information includes, but is not limited to, his or her name, the Customer name, the User's PIN, the account number from which the funds are to be drawn, the amount of the transfer, the name of the bank and the bank's ABA number to which the funds are to be transferred and the name and account number of the receiving party to which the funds are to be transferred. When verifying the wire transfer instructions **the wire transfer department will call back to ANY Authorized Party, including the same Authorized Party who provided the instruction to confirm and verify the wire transfer request.** A PIN must be used to identify the individual verifying the wire transfer instruction. A facsimile is required on all third party wire transfers. Third party wire transfer requests are defined to include any movement of funds from an account of Customer maintained at Bank to an account of Customer with a different name at another bank, as well as any movement of funds from Customer's account maintained at Bank to any company, individual or representative of any other company at another bank.

(f) Transfer Requests. Requests for transfers may be initiated online by an Authorized Party or a User of the Customer providing to Bank the following information (i) User ID and password; (ii) multifactor authentication; (iii) the amount to be transferred; (iv) the bank to which funds are to be transferred, identified by name and transit routing number; and (v) the name of the receiving party and account number to which funds are to be transferred.

(g) Submission of Transfers. In order for Domestic Online Wire Transfers to be sent same day, a Wire Transfer Request must be submitted through phone to Bank's wire transfer department by 3:30 p.m. Central Time on a Business Day or through Bank's online banking software by 4:00 p.m. on a Business Day. Wire Transfers shall be deemed delivered to Bank when the applicable Security Procedures have been complied with and the submission to Bank is completed in accordance with the Agreement.

(h) Acceptance and Execution of Transfer Requests.

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

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

(iii) Bank Acceptance of Instructions. No instructions or other restrictions limiting Bank's acceptance of a Wire Transfer request from the Customer shall be effective unless accepted and agreed to in writing by Bank. However, 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.

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

(v) Transmission. In executing any Wire Transfer request, Bank may utilize such means of transmission as it may reasonably select, including through the Federal Reserve Bank System ("Fed"). Bank may initiate Wire Transfer requests in any order convenient to it.

(vi) International Wires. In order for International Wires to be sent same day, a Wire Transfer request must be submitted as follows: International Wires in U.S. Dollars must be submitted through phone to the wire transfer department by 3:30 p.m. Central Time. International Wires in U.S. Dollars can be submitted through Online Banking until 4:00 p.m. Central Time. International Wires sent in foreign currency must be submitted by phone or through Online Banking to the wire transfer department by 12:30 p.m. Central Time.

(vii) Rejections by Bank. Bank may, in good faith, reject, except when prohibited by law, at its sole discretion, any transfer request it receives from the Customer (including any Authorized Party) for any reason. Bank shall notify the

Customer of Bank's rejection of the transfer request by telephone, electronic message, or U.S. Mail. Bank will comply with regulations issued by the U.S. Treasury's Office of Foreign Assets Control ("OFAC"). If any transfer request is to an entity listed on OFAC's list of Specially Designated Nationals and Blocked Persons, by law Bank shall not complete the transfer. Bank shall have no liability to the Customer as a result of Bank's rejection of any transfer request if it complies with the terms of this Agreement.

(viii) Rejection of Bank's Transfer Request. If Bank receives notice that a wire transfer transmitted by Bank has been rejected, Bank shall notify the Customer of such rejection including the reason given for rejection by telephone, electronic message, or U.S. mail. Bank will have no further obligation to transmit the rejected wire transfer if it complied with this Agreement with respect to the original transfer request.

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

(x) Confirmation. Bank may send the Customer an e-mail confirming each executed Wire Transfer request.

(i) Reverse Wire Transfers. Bank will honor reverse transfer drafts subject to the terms of this Agreement and further subject to and conditioned upon Customer's execution of the Reverse Wire Transfer and Indemnity Agreement (the "Reverse Wire Agreement") provided by Bank. Upon execution of the Reverse Wire Agreement, Customer authorizes the credit party identified in such form (the "Credit Party") to initiate transfers from Customer's designated account(s) to Credit Party's account (each a "Reverse Wire"), each as identified in the Reverse Wire Agreement. Customer agrees that Bank's treatment of, or action related to, a Reverse Wire shall be treated as if Customer requested the transfer pursuant to the terms of this Agreement. The Customer further authorizes Bank to transfer funds pursuant to the Reverse Wires without further consent or authorization by the Customer. The Customer understands that this authorization applies to all

Reverse Wires initiated by the Credit Party to the Customer's designated accounts. Customer understands and agrees that Bank will not honor Reverse Wires initiated by Credit Party from accounts other than Customer's designated accounts. If Customer desires Bank to accept Reverse Wires from accounts other than the Customer's designated accounts, the Customer and Bank must execute a new Reverse Wire Transfer Authorization Form to cover said accounts. The Customer understands and agrees that Bank will not confirm with the Customer that the Credit Party is authorized to make such Reverse Wires prior to accepting a Reverse Wire by the Credit Party. **Customer understands that Bank will not verify the authenticity or accuracy of any Reverse Wire initiated by the Credit Party with the Customer and/or the Credit Party and that Bank will have no liability for accepting each Reverse Wire initiated by the Credit Party without verifying the Reverse Wire with the Customer and/or the Credit Party.** The Customer accepts full responsibility for and agrees to be bound by any and all actions of the Credit Party with regard to the transfer of funds from the Customer's designated accounts pursuant to the Reverse Wires initiated by the Credit Party. Bank may decline any Reverse Wire request to the same extent it may decline any transfer hereunder. In the event Customer does not have sufficient funds in Customer's designated accounts at the time the Credit Party initiates any Reverse Wire, the Reverse Wire shall be denied. Further, if the Reverse Wire and associated Bank fees results in Customer having an overdrawn balance in Customer's designated accounts, Bank in its sole discretion may deny the Reverse Wire. Notwithstanding any provision herein to the contrary, Bank may honor any Reverse Wire request in conformance with the instructions outlined in the Reverse Wire Agreement. The Customer and/or Credit Party has no right to cancel, reverse, adjust, or revoke a Reverse Wire request after received by Bank; however, Bank may (but shall not be obligated to), act on the request if Bank receives the request prior to the time Bank executes such Reverse Wire, provided Bank has sufficient time, in its sole discretion, to effect such cancellation or change. The Reverse Wire Agreement shall remain in effect unless and until revoked in writing by an authorized representative of Customer and both Bank and Credit Party have each received such written notice and have had a reasonable period of time to act on such notice.

(j) Limitation of Bank's Liability. **BANK WILL NOT BE LIABLE TO CUSTOMER FOR ANY EXPENSE, CLAIM, LOSS, DAMAGE, OR COST ("DAMAGES") ARISING OUT OF OR RELATING TO BANK'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS SECTION OTHER THAN THOSE DAMAGES THAT RESULT SOLELY AND DIRECTLY FROM BANK'S ACTS OR OMISSIONS CONSTITUTING GROSS NEGLIGENCE, BAD FAITH OR INTENTIONAL MISCONDUCT AS**

**DETERMINED IN A COURT OF COMPETENT JURISDICTION IN A FINAL NON-APPEALABLE ORDER.**

**IN NO EVENT WILL BANK BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS.**

Bank will be excused from any failure to act or delay in acting, and no such failure or delay shall constitute a breach of this Section or otherwise give rise to any liability of Bank, if (i) such failure or delay is caused by circumstances beyond Bank's reasonable control, including but not limited to computer malfunction, legal constraint, emergency conditions, action or inaction of governmental, civil or military authority, fire, strike, lockout or other labor dispute, war, riot, theft, acts of terrorism, flood, earthquake or other natural disaster, breakdown of public or private or common carrier communications or transmission facilities, equipment failure, or negligence or default of Customer or Credit Party or (ii) such failure or delay resulted from Bank's reasonable belief that the action would have violated any of Bank's guidelines or policies, or rule or regulation of any governmental authority.

Bank will have no fiduciary duties under this Section to any other party, whether as trustee, agent, bailee, or otherwise.

Bank will have no duty to inquire into or determine the existence or enforceability of Customer's agreement with Credit Party. Bank shall not be deemed to have any knowledge (imputed or otherwise) of any of the terms or conditions of the agreement between Customer and Credit Party, or any breach thereof.

Bank may rely on notices and communications it believes in good faith to be genuine and given by the appropriate party, without any independent investigation and Bank shall have no duty to inquire into the authority of the person in giving such notice or instruction. Bank may accept, acknowledge or act upon any notice, instructions or other directions hereunder that contain minor mistakes or other irregularities. Bank may reject, except when prohibited by law, at its sole discretion, any Reverse Wire from Credit Party for any reason.

Notwithstanding any of the other provisions in this Section, in the event of the commencement of a case pursuant to Title 11, United States Code, filed by or against Customer, or in the event of the commencement of any similar case under then applicable federal or state law providing for the relief of debtors or the protection of creditors by or against Customer, Bank may act as Bank deems reasonably necessary to comply with all applicable provisions of governing statutes and shall not be in violation of this Agreement as a result.

**(k) Indemnity. CUSTOMER AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD BANK, AND ALL**

**OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, SUITS OR OTHER LITIGATION (INCLUDING COSTS THEREOF AND ATTORNEYS' FEES) OF EVERY KIND OR CHARACTER ARISING OUT OF OR RELATING TO BANK'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT OR ANY LOSS RESULTING THEREFROM, INCLUDING ANY LOSSES CAUSED IN WHOLE OR PART BY ANY NEGLIGENT ACT AND/OR OMISSION BY BANK OR ITS EMPLOYEES, OTHER THAN THOSE ULTIMATELY DETERMINED TO BE FOUNDED ON GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE BANK. THE DUTY TO DEFEND HEREUNDER IS INDEPENDENT AND SEPARATE FROM THE DUTY TO INDEMNIFY AND THE DUTY TO DEFEND EXISTS REGARDLESS OF ANY ULTIMATE LIABILITY OF CUSTOMER AND/OR CREDIT PARTY. THE DUTY TO INDEMNIFY CONTAINED HEREIN EXISTS INDEPENDENT OF CUSTOMER'S INSURANCE.**

**WITHOUT LIMITING THE FOREGOING, CUSTOMER ACKNOWLEDGES AND AGREES THAT BANK SHALL BE ENTITLED TO CONCLUSIVELY PRESUME THAT ANY PERSON PURPORTING TO BE CREDIT PARTY OR AN AUTHORIZED REPRESENTATIVE OF CREDIT PARTY WHO INITIATES A REVERSE WIRE FROM CUSTOMER'S DESIGNATED ACCOUNTS SHALL BE DEEMED TO HAVE BEEN DULY AUTHORIZED FOR ALL PURPOSES. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT BANK SHALL INCUR NO LIABILITY TO CUSTOMER OR CREDIT PARTY FOR ACTING ON INSTRUCTIONS OR VERIFICATIONS GIVEN BY CREDIT PARTY OR A PERSON PURPORTING TO BE AN AUTHORIZED REPRESENTATIVE OF CREDIT PARTY AND CUSTOMER SHALL INDEMNIFY BANK FROM ANY LIABILITY ENSUING FROM SO ACTING, REGARDLESS OF ANY CONTRIBUTING FAULT OR NEGLIGENCE OF BANK EXCEPT IN CASES ULTIMATELY DETERMINED TO BE FOUNDED ON GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE BANK.**

**(l) Release and Waiver of Claims. CUSTOMER HEREBY RELEASES, ACQUITS AND FOREVER WAIVES, DISCLAIMS AND DISCHARGES BANK FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS AND/OR CAUSES OF ACTION ARISING OUT OF OR RELATING TO BANK'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT OTHER THAN THOSE ULTIMATELY DETERMINED TO BE FOUNDED ON GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE BANK.**



CIF# \_\_\_\_\_

## Payroll Card – Employer Terms and Conditions Agreement

First Financial Bank, N.A.

Region \_\_\_\_\_

Employer: \_\_\_\_\_

### Introduction

This “Agreement” explains the Terms and Condition for Employer’s participation in the Payroll Card Program offered by First Financial Bank. **It is important that Employer reads this Agreement in full and keeps a copy for its records.** This Agreement is a binding contract between First Financial Bank and Employer. By signing this Agreement, Employer agrees to be bound hereby, subject solely to modification hereof by the Bank as may be adopted pursuant to the terms of this Agreement.

### Definitions

The “**Bank**” means First Financial Bank as the issuer and owner of the Card. The “**Card(s)**” mean(s) the MasterCard® branded Payroll Card issued by the Bank and subject to the Payroll Card Terms and Conditions Agreement. “**Employer**” means the commercial customer of the Bank who is direct depositing payroll funds for stored value on the Cards issued to said commercial customer’s employees. “**Employee**” means someone who is paid by the Employer for work or services performed on Employer’s behalf. “**Secondary Card**” means a Card ordered for someone by the Employee. The Payroll Card Program, offered by the Bank through TransCard LLC may be referred to herein as “**the Program**.”

### Program Participation

The Bank will enroll Employer in the Program and the Employer will offer participation in the Program to Employer’s eligible Employees and eligible Secondary Card holders. Eligibility is established for Card holder through employment with Employer and through the Card ordering process as Employees and Secondary Card holders are screened against the Office of Foreign Assets Control’s list of Specially Designated Nationals. Employees and Secondary Cardholders are subject to the Payroll Card Terms and Conditions Agreement. Employer will participate in the Program under the terms stated in this Agreement and any additional policies established by the Bank and communicated to Employer in connection with the Program. Employer may only participate in the Program for its internal business purposes and will not offer participation in the Program to any person other than Employees and eligible Secondary Card holders.

### Fees and Payment

Employer agrees to pay the cost for the Initial Card Issuance Fee. Fees will be applied and deducted as negotiated with the Bank.

### Transmission of Data and Security

Employer or Bank will enter the enrollment data for the Cards for each Employee in accordance with instructions provided by the Bank. Certain actions with respect to the Program will be conducted over the Internet. If Employer’s enrollment data is not received, the enrollment will not be processed. The acceptance of Employer’s data does not indicate confirmation that the data is error-free. The Bank understands the need to safeguard Employer’s information and records from unauthorized use and disclosure. The Program application incorporates measures, including the use of data encryption, network firewalls and other security devices and systems, to attempt to protect Employer’s and Employee’s personal and business information. However, Employer acknowledges that the Internet is an open system and the Bank cannot and does not warrant or guarantee that third parties will not intercept business or personal information transmitted over the Internet related to the Program. The Bank or its respective agents may contact Employer or Employee by email, telephone, or other manner to communicate important maintenance, administrative, or security issues.

## **Employer Obligations**

Employer shall ensure that each Employee provided with a Card has been properly identified by using the US Department of Homeland Security Employment Eligibility Verification, OMB No 16150047 or such other form as may be required by law or as may be required by the Bank from time to time.

Cards will be issued to Employees based on information provided by Employer. The Employer's representative signing this Agreement is duly authorized to execute the Agreement on behalf of the Employer. The Bank will take all instructions regarding Employer's participation in the Program from the person(s) named on the Payroll Card Program Set Up Form included with this Agreement. The Bank will not be liable for following such instructions. Employer will promptly review any Program confirmation prepared by the Bank for validity and accuracy according to Employer's records, and Employer will be solely responsible for any inaccuracies contained in such confirmation. Employer understands that funds delivered to the Employee(s) belong(s) to the Employee(s) and may not be returned to the Employer. Any adjustments due to overpayment must be negotiated directly with the Employee(s).

As a pre-requisite to participation in the program, Employer is required to maintain direct deposit capability through the Bank, which requires a signed ACH Origination Agreement. Employer shall adhere to Automated Clearing House guidelines as to submission of direct deposit information to provide allowable time for the direct deposit transaction to be applied to the Cards on the date due and acknowledges that failure to do so may result in a delay in loading the Cards.

## **Modification of the Program/the Agreement; Notices**

The Bank reserves the right to change, modify, or add to the terms and provisions relating to the Program and this Agreement, including the fees required in connection therewith, at any time upon notice to Employer provided at least 30 days in advance of the effective date of such change, except that any change to the terms made to comply with laws or regulations may be effective immediately upon notice. Such changes, modifications, or additions will become effective upon the effective date specified in the notice. Notwithstanding the foregoing, changes to the Payroll Card Terms and Conditions Agreement may be made in accordance with that agreement. Employer's continued use of the Program following the effective date of the notice will constitute Employer's agreement to and acceptance of such changes, modifications, or additions. The Bank reserves the right to change, modify, or cancel the Program or any portion thereof at any time.

## **Terms and Termination of this Agreement**

This Agreement will remain in effect, unless cancelled or terminated by either party upon 30-days prior written notice. Either party may terminate this Agreement at any time if the other party is in material breach of this Agreement and the breaching party fails to cure such breach within 10 days of receiving notice thereof. Employer's failure to fully pay any fees due within 10 days after the applicable due date shall be deemed a material breach. Upon termination, all rights and obligations hereunder will cease, except that Employer's obligation to pay the applicable fees and provide indemnification with respect to Employer's participation in the Program prior to the effective date of termination will survive. The Payroll Card Terms and Conditions Agreements will remain in effect for so long as the applicable Cards remain active in accordance with their terms. Employer will not be entitled to a refund of any fees paid by Employer in connection with the Program prior to termination.

## **Disclaimer of Warranties and Representations**

**THE PROGRAM IS PROVIDED ON AN "AS IS," "WHERE IS" AND "WHERE AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND. THE BANK AND ITS PROVIDERS EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY IMPLIED WARRANTY ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.**

**EMPLOYER ACKNOWLEDGES THAT NEITHER BANK NOR ITS AFFILIATES, NOR ANY OF THE RESPECTIVE EMPLOYEES, AGENTS, SUBCONTRACTORS, INDEPENDENT CONTRACTORS, THIRD-PARTY SERVICE PROVIDERS, THIRD PARTY CONTENT PROVIDERS OR LICENSORS OF EITHER OF THE FOREGOING, WARRANT THAT THE PROGRAM OR ANY ASSOCIATED SERVICES WILL BE**

**UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, OR AS TO TIMELINESS, SEQUENCE, ACCURACY, RELIABILITY OR COMPLETENESS OF CONTENT OF ANY INFORMATION SERVICE OR MERCHANDISE PROVIDED THROUGH THE PROGRAM.**

**EMPLOYER SHALL NOT RELY SOLELY ON ITS USE OF THE PROGRAM TO COMPLY WITH ANY LAWS OR GOVERNMENT REGULATIONS.**

#### **Limitation of Liability**

**IN THE EVENT THE BANK FAILS TO TIMELY LOAD A CARD, THE BANK'S SOLE RESPONSIBILITY WILL BE TO CORRECT THE ERROR. UNLESS THE FAILURE IS A DIRECT RESULT OF BANK'S WILLFUL AND INTENTIONAL FAILURE, THE BANK WILL NOT BE LIABLE FOR ANY OTHER DAMAGES RESULTING THEREFROM WHATSOEVER, WHETHER DIRECT OR INDIRECT, FORESEEABLE OR UNFORESEEABLE, CONSEQUENTIAL, PUNITIVE OR OTHERWISE, ALL OF WHICH ARE SPECIFICALLY AND EXPRESSLY WAIVED BY THE EMPLOYER.**

**IN NO EVENT WILL THE BANK'S LIABILITY TO EMPLOYER FOR DAMAGES HEREUNDER FOR ANY CAUSE WHATSOEVER, AT LAW OR IN EQUITY, EXCEED THE AMOUNT PAID BY THE EMPLOYER FOR PARTICIPATION IN THE PROGRAM DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT WHICH GAVE RISE TO THE LOSS OR INJURY. IN NO EVENT WILL THE BANK BE LIABLE FOR ANY LOST PROFITS, SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL OR OTHER SIMILAR DAMAGES ARISING OUT OF THIS AGREEMENT OR EMPLOYER'S USE OR INABILITY TO USE THE PROGRAM, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF THE BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**THIS DISCLAIMER OF LIABILITY APPLIES TO ANY EXPENSES, DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR OF OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORDS, WHETHER FOR BREACH OF CONTRACT, STRICT LIABILITY, TORTUOUS BEHAVIOR, NEGLIGENCE, OR FOR ANY OTHER CAUSE OF ACTION.**

#### **Miscellaneous provisions**

The Bank performs this Agreement independently, not as an employee of the Employer. Nothing in this Agreement is intended to constitute the existence of a partnership, joint venture, or agency relationship between the Employer and the Bank.

**EMPLOYER WILL INDEMNIFY AND HOLD HARMLESS THE BANK AND THE BANK'S PROVIDERS, OFFICERS, DIRECTORS, AGENTS, SUBSIDIARIES, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LAWSUITS, DEMANDS, DAMAGES, COSTS OR OTHER EXPENSES, (INCLUDING REASONABLE ATTORNEYS' FEES) RESULTING FROM OR IN ANY WAY RELATED TO EMPLOYER'S USE OF THE PROGRAM, INCLUDING BUT NOT LIMITED TO, (I) EMPLOYERS BREACH OF ANY REPRESENTATION OR WARRANTY CONTAINED HEREIN OR ARISING BY OPERATION OF LAW, (II) ANY ACT OR OMISSION BY EMPLOYER TO EMPLOYER'S EMPLOYEES OR AGENTS, INCLUDING FRAUDULENT OR INCORRECT TRANSMISSION OF INFORMATION OR DATA, OR UNAUTHORIZED OR INAPPROPRIATE ACCESS TO THE BANK'S DATA FILES, (III) EMPLOYER'S FAILURE TO COMPLY WITH ANY APPLICABLE LAW, REGULATION OR RULE, (IV) EMPLOYER'S VIOLATION OF THE RIGHTS OF A THIRD PARTY RELATING TO EMPLOYER'S USE OF THE PROGRAM, OR (V) EMPLOYER'S OBLIGATIONS TO ITS EMPLOYEES.**

Nothing in this Agreement creates or will be deemed to create any third party beneficiaries of or under this Agreement; the Bank will have no obligation to Employees or any other third party by virtue of this Agreement. Employer may not assign the

Agreement without the prior written consent of Bank. Any purported assignment without the consent of Bank will not be effective.

Notices may be given by the Bank in writing such as by mail or courier, or may be given electronically, such as by posting the modified Agreement on the Bank’s website, by email, or by other electronic message to Employer as part of a session. Employer is responsible for reviewing these changes, amendments, and additions.

The Agreement and any modifications thereto by the Bank, including modification of the Program contain the entire agreement between Bank and Employer and supersede and cancel any prior or contemporaneous agreements, negotiations, or understandings between Employer and the Bank, whether written or verbal, with respect to the subject matter herein. No modification to this Agreement nor any failure or delay in enforcing any term, exercising any option, or requiring performance contained in the Agreement are cumulative and in addition to all other rights and remedies available to the Bank hereunder, by operation of law or otherwise. In the event that any provision of this Agreement is found invalid or unenforceable pursuant to judicial decree, to the greatest extent possible the remainder of this Agreement shall be valid and enforceable according to its terms.

This agreement shall be construed and governed by the laws of the State of Texas without giving effect to the conflict of laws provisions thereof. Any and all disputes between the Parties which may arise hereunder shall be heard and determined before an appropriate federal or state court located in Taylor County, Texas and not elsewhere. The Parties waive any objection they could otherwise assert to jurisdiction or venue in any of the above-identified courts.

**EMPLOYER**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FIRST FINANCIAL BANK**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# Payroll Card – Employer Terms and Conditions Agreement

## Attachment A - Fees

Employer’s initial card issue fee will be direct debited to the company account unless the company is on account analysis, then the appropriate account analysis charges will apply.

<u>Employer Fees</u>	<u>Fee</u>	<u>Charged</u>
Payroll Card - Initial Issue	\$5.00	One Time per Card

### Cardholder Fees

#### **Free Services Fee Services**

- **Signature Point-of-Sale Transactions - Free**
- **PIN Point-of-Sale Transactions - Free**
- Cash Back from Point-of-Sale Transactions - Free
- Web Account Access - Free
- IVR Customer Service Support - Free
- Live Customer Service Support - Free
- Monthly Maintenance Fee - Free
- Text Alerts - Free
- Email Alerts - Free
- PIN Change - Free
- Direct Deposit / Payroll - Free
- Direct Deposit / Tax Refunds - Free
- Direct Deposit / Government Benefits - Free
- Personal Financial Manager – Free

#### **Cardholder Fee Services**

- ATM Withdrawal - Domestic - \$1.50 - **One free per pay period**
- Cash Withdrawal From Bank - \$3.00 - **One free per pay period**
- ATM Balance Inquiry - Domestic - \$0.75
- ATM Decline - Domestic - \$1.00
- ATM Withdrawal - International - \$4.00
- ATM Balance Inquiry - International - \$2.00
- Money Move - Card to Card - \$0.50
- Money Move - Card to Bank - \$1.50
- Bill Pay - Electronic - \$2.00
- Bill Pay - Paper Check - \$2.00
- Secondary Card Order Fee - \$5.00
- Convenience Check - \$2.00 per check
- Card Replacement - \$7.50
- Express Service - Replacement Card - \$35.00
- Paper Statement - \$5.00
- Inactivity Fee - \$5.00 *(Cards with a balance will be assessed a monthly fee after 12 months of no activity.)*

### Account Information

<b>Routing Number</b>	111301122
<b>Account Number</b>	
<b>Charge Method</b>	

# Payroll Card Program Set-up Form

## Section 1 – Employer Information

Employer Name:			
Contact:			
Phone:		Email:	
Physical Address: (to send cards)			
City, State, Zip			

## Section 2 – Program Set-up Information

Card Type:	Instant Issue	Personalized	Both
Quantity of Instant Issue Cards: (to be sent upon implementation)			

First Financial Bank Treasury Management will submit this form to [tmclientsupport@ffin.com](mailto:tmclientsupport@ffin.com).



# Payroll Card Application

EMPLOYER: \_\_\_\_\_

All fields must be completed to process your application.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means to you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying information.

### CARDHOLDER INFORMATION

\*Social Security Number or Taxpayer ID Number

\*Employee First Name MI Last Name

\*Mailing Address (No PO Boxes)

\*City \*State \*Zip

\*Date of Birth (MM/DD/YYYY)

\*Primary Phone Number Secondary Phone Number (optional)

Email Address (optional)

Citizenship:  U. S. Citizen  Non-U.S. Citizen

If you are not a citizen of the United States, please provide one of the following forms of identification:

U.S. issued Alien Identification  Passport

Other Government Issued Identification (Example: Matricula Consular Card)

Type: \_\_\_\_\_

Country of Issuance

Number Expiration Date (month/day/year)

Address where card is to be mailed: (No PO Boxes)

### AUTHORIZATION AGREEMENT

Return completed, signed and dated application to your Employer

I hereby authorize First Financial Bank to issue a Payroll Card to me. I understand that by accepting, activating, and using this card I agree to: (1) the Payroll Card Cardholder Agreement that accompanies my card, and (2) changes to, or replacement for, the Cardholder Agreement, which may be sent or made available to me from time to time. This Authorization Agreement for a First Financial Payroll Card will authorize my employer to electronically Direct Deposit via ACH my periodic salary/compensation payments, and if necessary, debit entries and adjustments for any credit entries in error to my Payroll Card account. This authority will remain in effect until I notify my employer in writing to cancel it and my employer and First Financial Bank have a reasonable opportunity to act upon my request. I understand that I may withdraw funds using an Automated Teller Machine (ATM) (subject to certain withdrawal limits as disclosed in the Payroll Card Terms and Conditions), point-of-sale ("POS") terminals, and wherever MasterCard® debit cards are accepted. By signing this application, I also hereby authorize First Financial Bank to debit my First Financial Payroll Card Account, without notifying me, for the fees described on the card carrier. I understand First Financial Bank may charge those fees at any time. As the property of First Financial Bank, the surrender of this card may be required at any time.

Applicant's Signature

Date



You will receive your card by mail or from your employer before payday.

You must activate your new Payroll Card to begin using it. To activate online, visit [www.ffin.com/my payroll card](http://www.ffin.com/my payroll card), enter your card number under New User Registration, and click Register. To activate by phone, call 1-800-416-6373.

### Unauthorized Transaction Amounts by Authorized Persons

If you authorize someone else to use your Card and/or PIN, you are and shall be held responsible for all Transactions, which that person initiates at any time, even if the amount of the Transaction(s) exceeds what you had authorized.

### Documentation

You should receive a receipt from the merchant when you make a purchase or withdraw cash using the Card at either a POS device or ATM. You should retain this receipt to compare it with the Transactions recorded by the Bank. You will not receive any statement detailing your Transactions or Card Value unless you request a sixty (60) day written history of account Transactions and pay the applicable Print Transaction Fee specified in the Fee Schedule on your card carrier. You may make this request by calling 1-800-416-6343 or by writing to us at TransCard Customer Service, 4080 Jenkins Rd., Suite 200, Chattanooga, TN 37421. You are waiving the right to receive any statement other than by following the procedures specified herein. However, you can receive your Card Value information free of charge by calling 1-800-416-6373. This information, along with a sixty (60) day history of your Transaction activity, is also available online by logging onto [www.ffin.com/my payroll card](http://www.ffin.com/my payroll card). Both of these services are available 24-hours a day, seven (7) days a week.

## Lock Box Operating Agreement

This Agreement is entered into between \_\_\_\_\_ ( the “Customer”) and **FIRSTFINANCIAL BANK, N.A.** (the “Bank”). References to the Lock Box Set Up Sheet shall mean the Operating Instructions, including any and all additions attached, and made a part of this agreement.

### STANDARD LOCK BOX

1. Remittance Collection: The Bank will collect the contents of the post office box identified on the Lock Box Set Up Sheet or each banking day (any day on which the Bank is open for normal business) at such times as the Bank may establish. The Bank will open the envelopes or other contents of the box, remove and inspect the checks and enclosures and handle the checks and enclosures as provided herein. An acceptable check is one which conforms with the following:
  - a. Payee: The name of the payee on the check shall be one of the names listed on the Lock Box Set Up Sheet or a reasonable variation thereof.
  - b. Date: The date of the check may be any date which is not six months old or older and not postdated, or the date may be missing, in which event the Bank shall insert the current date with a date stamp.
  - c. Amount: Either a written or numerical amount shall be given, but if they differ the Bank will guarantee the written amount. If the check contains protectograph figures, such amount will be guaranteed by the Bank.
  - d. Signature: The check must bear the drawer’s signature or indicate the drawer’s name. If there is no signature, the check will be bundled as an unprocessable item and delivered to the Customer with the daily work.
  - e. Alterations or Restrictions: The checks shall not contain any handwritten or typed alterations or, unless otherwise stated in the Lock Box Set Up Sheet, contain any notations stating “payment in full” or the like. The Bank will deliver checks with Alterations or Restrictions bundled with other unprocessable items.
2. Processing Acceptable Checks: Acceptable checks shall be processed and deposited as received in the following manner:
  - a. Endorsement: The Bank will endorse each check as follows: Cr to Account of Payee, Endorsement Guaranteed, First Financial Bankshares.
  - b. Deposits: The Customer’s account will be credited in an amount equal to each check, as indicated on the instructions, at which time the Customer shall become a depositor of the Bank with respect to those checks and the collection of such checks shall be governed by the Uniform Commercial Code as adopted in the State of Texas and the Customer’s Signature Card Agreement as well as this Agreement.
  - c. Remittance Material Disposition: All statements, invoices, communications and other papers accompanying such checks shall be delivered to the Customer in the customary manner of the Bank, or in such other manner as may be specified in the Lock Box Set Up Sheet. A photocopy or copy of the image of each check deposited will be made and will be enclosed and attached to the envelope and accompanying papers with respect to the check, upon request.
  - d. Record Maintenance: The Bank will maintain record of each check deposited, which record will be retained by the Bank for 7 years, in order to reconstruct any specific deposit by means of duplicate images or copies should the need arise and a request be made by the Customer (subject to the payment of the Bank’s then prevailing charge for such service).
3. Processing of Unacceptable Checks: All items which are not acceptable checks shall be returned to the Customer along with all statements, invoices, communications and other papers accompanying such item which item and papers shall be delivered in the customary manner of the Bank or in such other manner as may be specified in the Lock Box Set Up Sheet.

4. Returned Checks: Checks deposited to the Customer's account which are returned un-paid because of "insufficient funds" or "uncollected Fund, " or the like, will be redeposited and handled for collection by the Bank only once. If re-deposit is not warranted for reasons such as "account closed" or "payment stopped" or if a check is returned unpaid a second time, the Bank will charge the Customer's account for the amount of the check and send the check with debit advice to Customer at the address stated on the Lock Box Set Up Sheet. The charge for returned checks will be the prevailing rate as specified by the Bank.
5. Remittances Received at the Customer's Office: Remittances which are sent directly to the Customer may be forwarded to the post office box indicated on the Lock Box Set Up Sheet and used in connection with the Agreement. The Customer should place remittances including any accompany papers in the original envelopes into another envelope appropriately addressed.
6. Foreign Currency: Checks drawn in foreign currency will be processed on a collection basis only. Credit will be posted upon receipt of paid collections less all fees and charges.
7. Price: In consideration of the Bank's services as specified herein, the Customer will pay the Bank the price or fee for such service as specified on Attachment A. The price specified thereon is to be subject to change, however, upon the Bank's giving the Customer thirty (30) days prior written notice.
8. Expenses:
  - a. Any expenses incurred by the Bank in connection with this Lock Box Agreement (i.e. post office rental, postage & exchange charges) may be initially paid by the Bank. The Customer agrees it shall be responsible for all such expenses and the Bank may obtain reimbursement by charging the Customer's account concurrently with providing the Customer an advice of such charge.
  - b. Any expenses incurred by the Bank in clearing non-par checks will be charged to the Customer's account.
9. Hold Harmless and Indemnification: The Customer agrees that the Bank shall not be liable to the Customer for any acts done or steps taken or omitted by it in good faith, or for any mistake in fact or law, or for anything it may do or refrain from doing in connection with or as required by this Agreement, except for gross negligence or willful misconduct. In addition, with respect to all claims, demands, suits or controversies raised by third parties (including judgments related thereto), the Customer agrees to reimburse and indemnify the Bank for, and hold it harmless against, any loss, liability, claim, demand, suit, controversy and/or judgment arising out of or in connection with 1) the Bank acting as the collector/processor/administrator for the Customer's Lock Box; and 2) any and all acts done or steps taken or omitted by the Bank, or for any mistake in fact or law, or for anything it may do or refrain from doing in connection with or as required by this Agreement, except for gross negligence or willful misconduct. This indemnity agreement includes Customer paying all costs and expenses, including but not limited to reasonable attorney's fees, incurred in defending against any claim or liability arising out of relating to this Agreement, regardless of whether such cost or expense is incurred by the Bank or the Customer.
10. No Oral Agreement: With the exception of price changes, which require only prior written notice to the Customer as provided above, this Agreement may be amended only by written agreement signed by both parties.
11. Termination: This Agreement may be terminated by either party at any time by giving thirty (30) days prior written notice to the other party.
12. Entire Agreement: This Agreement supersedes all prior agreements between the parties relating to its subject matter. There are no understandings or agreements between the parties concerning the subject matter of this Agreement other than as set forth herein and in the Lock Box Set Up Sheet.
13. Notices: Any notices given under this Agreement by a party shall be sufficient if in writing and mailed by certified mail, return receipt requested, postage prepaid, to the other party at the address listed in the signature section of this Agreement, unless such party gives the other party written

notice by certified mail, return receipt requested, postage prepaid, of a change of address, in which case the notice shall be sent to the updated address.

14. Non-Waiver: No delay or failure by either of the parties hereto to exercise any right under this Agreement and no partial or single exercise of that right shall constitute a waiver of that or any other right unless otherwise expressly provided herein.
15. Counterparts: This Agreement may be exercised in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
16. Binding Effect: The provisions of this Agreement shall be binding upon and inure to the benefit to the parties hereto and the parties' respective successors or assigns.
17. Governing Law: This Agreement shall be governed according to the laws of the State of Texas. The venue for any action arising out of the subject matter of this Agreement shall be Taylor County, Texas.
18. Invalid Provisions: In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
19. Headings: Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

This Agreement is acceptable to both the undersigned parties and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2017

**CUSTOMER**

Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BANK**

Attention:  
P.O. Box 701  
Abilene, Texas 79604

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Bank  
And  
Customer  
Lock Box Agreement  
Attachment A**

**Pricing Schedule**

**Lock Box Services**

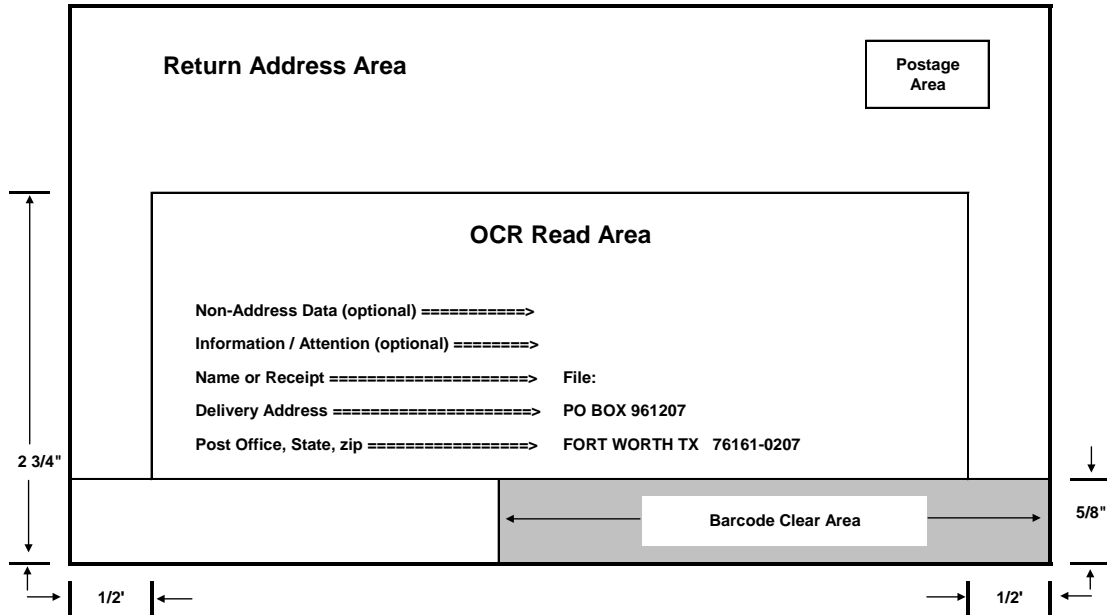
<b>Monthly Maintenance</b>	<b>\$150.00</b>
<b>Caller PO Box per month</b>	<b>\$ 20.00</b>
<b>Wholesale per item</b>	<b>.60</b>
<b>Price per keystroke</b>	<b>.01</b>
<b>Online Reporting</b>	<b>\$125.00</b>
<b>Scanned Check</b>	<b>.05</b>
<b>Scanned Document</b>	<b>.05</b>
<b>Report Delivery</b>	<b>Variable</b>

**Optional Services**

<b>CD-ROM Weekly</b>	<b>\$ 10.00</b>
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# REMITTERS' ADDRESS SPECIFICATIONS

For Addressing of US Mail to the Caller Box





**Wholesale Lockbox Service Setup Detail**

Completed by _____ Date Completed _____	_____ Phone	<input type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Delete	
<b>Approximate # of items expected to receive per day</b>  (This # will determine size of PO box needed)	<b># of Items</b>		<b>Customer Lockbox Address</b> _____ Identifier/Department <b>P.O. Box</b> _____
Company _____			<b>1 Customer Name</b> As displayed on Account
Contact Name _____  Contact Phone _____			<b>2 Lockbox Customer Contact</b> For all questions related to lockbox services. Area code required, extension if applicable.
<input type="checkbox"/> No <input type="checkbox"/> Yes – Business Associate Agreement Required when handling mail from health care providers			<b>Health Insurance Portability and Accountability Act (HIPAA)</b> Does payment remittance contain customer medical information?
FFB Account Number _____  Billing Account Number <input type="checkbox"/> same as deposit account or _____			<b>3 Lockbox Deposit Account and Billing Account Number(s)</b>
Payees _____ or <input type="checkbox"/> Accept All  _____ _____ _____			<b>4 Acceptable Payees</b> List name(s) of acceptable payees for the checks coming into the Lockbox.
<input type="checkbox"/> No (credit card pymts will be considered as non-financial data, viewable in Online Banking with ability to enter payment manually) <input type="checkbox"/> Yes: First Data Corp. Merchant ID _____			<b>5 Credit Card Payment Instructions</b> Only available for First Data Corp. Merchants
<input type="checkbox"/> Standard Remittance Handling or <input type="checkbox"/> Return Envelopes <input type="checkbox"/> No copies required <input type="checkbox"/> Staple <input type="checkbox"/> Reassociate check image with remittance <input type="checkbox"/> Reassociate check image with remittance and envelope <input type="checkbox"/> Hold for 30 business days then destroy (complete 8 for correspondence and unprocessables)			<b>6 Remittance Processing</b>  Standard handling means return check copies and remittance materials, discard envelopes.  Make any additions or deletions from Standard by checking all that apply, additional charges may apply
<input type="checkbox"/> Standard Distribution, US mail to _____ _____ _____ _____ <input type="checkbox"/> Hold in Lockbox for pickup by Company or Company's Courier <input type="checkbox"/> Next day delivery to _____ banking center for customer pickup <input type="checkbox"/> Courier to Company/Express Mail (Customers' Expense) Courier Company and account number _____ For delivery to this address _____ _____ _____ _____ Who is authorized for package pickup:			<b>7 Primary Remittance Distribution</b>  Indicate how you want the original set of remittance materials distributed.  Any selection other than Standard or Hold for pick up will cause additional charges to apply.

<input type="checkbox"/> None  or Number of additional check images _____ Number of additional CD ROM's <u>1</u> <input type="checkbox"/> Send with Remittance Materials, packaged separately <input type="checkbox"/> US Mail to _____ _____ _____ _____ <input type="checkbox"/> Next day delivery to _____ banking center for customer pickup. <input type="checkbox"/> Hold in Lockbox for pickup by Company or Company's Courier <input type="checkbox"/> Courier to Company/Express Mail (Customers' Expense) Courier Company and account number _____ For delivery to this address _____ _____ _____ _____	<b>8 Alternate Remittance Distribution</b>  Provided instructions for any additional check images.  Or  Additional CD ROM's
<input type="checkbox"/> None, skip to 11  <input type="checkbox"/> Yes, for Financial Transactions; list required data entry fields (payee, invoice number, etc) _____  <input type="checkbox"/> Yes, for Non-Financial Transactions(if selected in Number 11 below); list required data entry fields (payee, invoice number, etc) _____ _____	<b>9 Data Entry Requirements</b> Please provide samples of all remittance materials  Provide the payment data requested for daily spreadsheet.
<input type="checkbox"/> Fax to _____, Attn _____  <input type="checkbox"/> Data Transmission through Message Center in Online Banking (Lockbox Data Transmission and Com Detail SSDs required)	<b>10 Data Entry Report Delivery Method</b>  Allow for a four week lead time for a data transmission.
<input type="checkbox"/> No  <input type="checkbox"/> Yes, Online Banking Company Name _____ <input type="checkbox"/> Checks only <input type="checkbox"/> Checks and Remittance Materials <input type="checkbox"/> Checks, Remittance Materials, and envelopes <input type="checkbox"/> Non-Financial Transactions only <input type="checkbox"/> Non-Financial Transactions and envelopes <input type="checkbox"/> Download of System/Deposit Report <input type="checkbox"/> PDF file of images (includes front and back)  Company Name on PO Box _____ <u>Online Banking User Name(s) requested:</u>	<b>11 Internet delivery of Images on Cash Manager</b> If you choose Internet delivery of Images your deposit amounts will be provided in Online Banking automatically, on the Lockbox pages.  Indicate any online images options desired.  PDF files recommended for high volume customers.  Provide names of Online Banking users for Online Access to Lockbox payment information.

<input type="checkbox"/> No <input type="checkbox"/> Yes, Company Name ( <u>as in Online Banking</u> ) <input type="checkbox"/> Cancel Long Term Archive <p>Lockbox payment images are stored for 45 days, then deleted. If long term access is required, customers must copy items to a location on their network or subscribe to Long Term Image Archive.</p>	<p><b>12 Long Term Image Archive</b>  Must have Internet Delivery of Images as described in Section 11.</p> <p>This option provides for access to Lockbox Images, as identified in Section 11, for up to 7 years.</p> <p>If cancelling Long Term Archive option, customer will convert to the standard 45 day option, unless otherwise requested.</p>
<p>For customers accessing information in Online Banking:  You must notify TM Client Support immediately, if a Lockbox Payment you view online needs to be returned.</p> <p>Email address for lockbox exception notice(s):  _____  _____  _____</p> <p>Processing site: <u>Esters Blvd, Irving, Texas</u></p>	<p><b>13 Online Exception Processing:</b>  Must have internet delivery of images as described in Section 11.</p> <p>(provide multiple email addresses to cover for vacations)</p> <p>Users who have access to Lockbox reporting in Cash Manager will have the authority to make decisions on exceptions.</p> <p>Deadlines and processing details must be coordinated with Lockbox Site Manager and Statewide Lockbox Coordinator.</p> <p>Identify Lockbox Processing Site</p>
<input type="checkbox"/> No <p>If yes,</p> <input type="checkbox"/> Checks only <input type="checkbox"/> Checks and Remittance Materials <input type="checkbox"/> Checks, Remittance Materials, and envelopes <input type="checkbox"/> Non-Financial Transactions <input type="checkbox"/> Non-Financial Transactions and envelopes	<p><b>14 Images on CD ROM</b></p> <p>Sample remittance materials &amp; envelopes must be tested prior to implementation.</p>
<p>A. Name _____  E-mail _____  Telephone _____  Fax _____</p> <p>B. Name _____  E-mail _____  Telephone _____  Fax _____</p> <p>C. Name _____  E-mail _____  Telephone _____  Fax _____</p>	<p><b>15 Authorized Transactional Users:</b>  these individuals will be authorized contacts for Lockbox inquiries.</p>

<p>Comments or Special Instructions</p> <hr/>	<p><b>Things to Discuss</b></p> <ul style="list-style-type: none"> <li>- Customers who get images on the internet and on a CD are not charged twice for the images</li> <li>- Checks that are missing dates, postdated, stale dated and missing signature will be processed.</li> <li>- Lockbox deposits can be seen on the Current Day report in Online Banking.</li> </ul>
<p><b>FOR INTERNAL USE ONLY:</b></p> <p>Billing Account # : _____ Primary Relationship # : _____</p> <p>Monthly Maintenance (500) <input type="checkbox"/> yes or <input type="checkbox"/> no (Retail Exceptions only)</p> <p> <input type="checkbox"/> Image Delivery - Internet (516)      <input type="checkbox"/> <sup>1</sup> CD Monthly (519)      <input type="checkbox"/> Branch Delivery (570)  <input type="checkbox"/> Image File Delivery (571)      <input type="checkbox"/> FTP Customer Report (574)      <input type="checkbox"/> Data Transmission (560)  <input type="checkbox"/> Long Term Storage up to 7 yrs (578-check, 580-invoice)      <input type="checkbox"/> Extended Storage-up to 180 days(573) </p>	
<hr/>	

# NIGHT DEPOSITORY AGREEMENT

\_\_\_\_\_  
(Name of Financial Institution)

\_\_\_\_\_  
Title of Account

\_\_\_\_\_  
(Address of Financial Institution)

\_\_\_\_\_  
Account Number

In consideration of the Financial Institution furnishing Night Depository service, undersigned consents and agrees to the rules and regulations with respect thereto as set forth on page 2 of this agreement and as the same may be amended by Financial Institution from time to time, said rules, regulations and amendments thereto, being hereby made a part of this agreement.

Until further notice to Financial Institution in writing, any one of the persons whose specimen signatures appear below under the caption "Authorized Signatures for pickup of Lock Bag Deposits" may be regarded by Financial Institution as duly authorized to act for the undersigned to do and perform all acts required or deemed advisable under this agreement.

Receipt is hereby acknowledged of \_\_\_\_ keys to the entrance door of said Depository, also a copy of this agreement and the rules and regulations referred to above.

This agreement shall not be transferred or assigned by the undersigned without your written consent. By execution, you and we agree to be bound by this agreement. You also acknowledge receipt of the lock bag(s) and keys described below and a copy of this agreement.

\_\_\_\_\_  
By: (Authorized Signer)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
By: (If Two Signatures Required)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
By: (For the Financial Institution)

\_\_\_\_\_  
(Date)

## Authorized Signatures for pickup of Lock Bag Deposits

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

Plan No. \_\_\_\_ (Plan No. 2, as explained on page 2, will be used if Plan No. is not specified in the blank.)

Lock Bag No. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

## Release

Date: \_\_\_\_\_

The undersigned User hereby acknowledges that all of the property deposited in the Night Depository of the Financial Institution pursuant to the foregoing Agreement has been returned to the User and all keys to the depository are hereby surrendered.

\_\_\_\_\_  
Title of Account

\_\_\_\_\_  
By: (Authorized Signer, Title)

\_\_\_\_\_  
By: (For the Financial Institution)

\_\_\_\_\_  
Keys received by:

## Night Depository Service

1. Deposits may be placed in the Night Depository under either of the following plans:

Plan No. 1: Financial Institution shall furnish to User a depository pouch with padlock and keys. User shall reimburse Financial Institution for the cost of such pouch and keys. User shall list the deposit on the deposit slip and shall itemize the currency and each check, draft, or other item included in the deposit. The User must retain for his own records a duplicate of such deposit slip. The deposit shall then be placed in the bag or other instrumentality provided by the Financial Institution and deposited in the Night Depository. Financial Institution may remove the pouch from the Depository and hold the same until called for. Upon the next business day following the night when any such deposit shall have been made, User or his Accredited Representative will appear in person at the Financial Institution and identify and claim the pouch. Financial Institution will deliver such pouch to User, or to his said Accredited Representative, upon his written receipt therefor. If desired by User, User or the Accredited Representative may then open the pouch and deposit the contents to the credit of the User. No relationship of debtor and creditor shall arise between the Financial Institution and User until such deposit shall have been made in the usual manner and credit entered in User's account. If the pouch is not claimed by User within five (5) business days after it is found by the Financial Institution in the Night Depository, the Financial Institution may then, or at any time thereafter, forcibly open the same in the presence of any two of its officers and employees, remove the contents therefrom and hold the contents in safekeeping for the User or deposit the same to the credit of User's account as Financial Institution may elect.

Plan No. 2: Financial Institution shall furnish to User a pouch, bag, envelopes, or other similar means and keys by which User can make a deposit in the Night Depository. User shall reimburse Financial Institution for the cost of such items and keys. User shall list the deposit on the deposit slip and shall itemize the currency and each check, draft, or other item included in the deposit. The User must retain for his own records a duplicate of such deposit slip. The deposit shall then be placed in the bag or other instrumentality provided by the Financial Institution and deposited in the Night Depository. Upon the next business day following the night when any such deposit shall have been made, or sooner if the Financial Institution so elects, the Financial Institution shall open the deposit bag, pouch, or envelope, verify the deposit and credit the account of the User in an amount equal to the amount of the deposit actually received. If the verification discloses any discrepancy between the amount of the deposit as shown on the deposit slip and the amount of the deposit actually received, Financial Institution shall promptly notify User of such discrepancy. No relationship of debtor or creditor between Financial Institution and User shall arise until the bag or pouch has been opened by the Financial Institution and the deposit has been credited to the User's account, and the Financial Institution shall be liable only for the deposit actually received and credited by it to User's account as hereinbefore described.

2. The findings and records of the Financial Institution made jointly by any two officers or employees as to the presence in or absence from the Depository of any deposit and as to the contents thereof shall be conclusive and binding upon User.
3. If the key to the entrance door is lost, a new one may be purchased from the Financial Institution.
4. The Financial Institution may terminate the Night Depository Agreement with any User at any time by mailing notice to the User and in the event of such termination, or of any other discontinuance of the use of the Depository by the User, all keys to the entrance door of said Night Depository furnished under the agreement will be immediately returned to the Financial Institution or if not returned the User will reimburse the Financial Institution for the value thereof.
5. The Night Depository is to be used only for the deposit therein of cash and checks, drafts or other like items, and is not to be used for any dangerous or unlawful purpose.
6. The Financial Institution reserves the right to withdraw the Night Depository from use at any time without notice in case of emergency or need for repairs and shall not be liable for any loss resulting therefrom. The Financial Institution shall not be responsible or liable at any time for the operation, safety or condition of the Night Depository or of any keys, locks, pouches, or envelopes for use in connection therewith.
7. The relationship between the User and the Financial Institution as to all property placed in the Night Depository shall be that of bailor and bailee of such property and the Financial Institution shall not be liable to the User as an insurer of said property.
8. These rules and regulations may be amended or rescinded or new rules and regulations may be made by the Financial Institution and any changes so made shall be binding upon the User of the Night Depository from and after the personal delivery or mailing to him of a copy of such changes.



**Electronic Data Interchange (EDI)  
Services Request Form**

First Financial Bank will send, through the secure Message Center within Online Banking, payment related addenda records attached to your ACH transactions posting to the accounts listed below.

Please establish EDI services for the following company (Name & Mailing Address):

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Tax ID: \_\_\_\_\_ CIF: \_\_\_\_\_

Primary Contact: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Alternate Contact: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

FAX: (\_\_\_\_) \_\_\_\_\_

Company Representative: \_\_\_\_\_ Online Banking User ID: \_\_\_\_\_

Company Representative: \_\_\_\_\_ Online Banking User ID: \_\_\_\_\_

Company Representative: \_\_\_\_\_ Online Banking User ID: \_\_\_\_\_

Company Representative: \_\_\_\_\_ Online Banking User ID: \_\_\_\_\_

Account Numbers: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Requesting Official  
(Authorized signer on checking account)

\_\_\_\_\_  
Date

**Please send completed forms to Treasury Management.  
Email: [tmclientsupport@ffin.com](mailto:tmclientsupport@ffin.com) or Fax: 325 627-7352 (internal # 3 01 7352)**

**Statement on CD Request Form  
Information Necessary for the Imaging CD-ROM Disk**

Primary Account Number: \_\_\_\_\_

Title on Primary Account: \_\_\_\_\_

Contact Person for Bus.: \_\_\_\_\_

Bus. Phone #: \_\_\_\_\_ Statement Cycle on Primary Account: \_\_\_\_\_

Please charge this account for the \$10 monthly fee: \_\_\_\_\_ OR

Please charge the monthly fee to analysis: \_\_\_\_\_

PLEASE LIST OTHER ACCOUNTS THAT NEED TO BE COMBINED ON THIS CD

Account Number	Stmt Cycle	Account Number	Stmt Cycle

Mail CD-ROM Disk to the Following Add \_\_\_\_\_

OR \_\_\_\_\_

Hold CD-ROM Disk for Pick-Up at the Following Lobby Location:

PLEASE FORWARD A COPY TO FIRST TECHNOLOGY SERVICES HELP DESK

FORM COMPLETED BY: \_\_\_\_\_



## VISA® CommUNITY CARD APPLICATION

# GROW YOUR ORGANIZATION WITH PURCHASING POWER AND SPENDING TOOLS.

### Give your non-profit or municipality the opportunity to get something more.

The Visa CommUNITY Card is the perfect way to manage finances for your organization. Take a look at what it offers...

- Consolidated statements
- Free management reporting
- Generous credit line
- Dedicated cardmember service
- Rewards program
- Pay in full

## Take Control of Your Organization's Finances.

The Visa CommUNITY Card is designed for non-profits and municipalities seeking an easier way to manage cash flow and expenses. Enhanced reporting helps document expenses, track purchases, reveal spending patterns, organize budgeting information and save time on accounting procedures.

### No Personal Guarantee Needed

Credit approval is based on your Organization, not your personal assets.

### Dedicated Servicing Group

To ensure all your needs are handled quickly and efficiently, Cardmember Service is your single point of contact to assist with account changes or additions, or to answer any questions you may have. Cardmember Service, based in the U.S., is available 24 hours a day, seven days a week.

### Consolidated Statements

Organization will receive central billing in one statement each month showing all charges at a single glance. Charges are grouped by cardmember.

### Rewards Program

Help reduce expenses with a rewards program. Earn one point per dollar spent on eligible net purchases<sup>1</sup>

and redeem for flights with no blackout dates, 1% cash back<sup>†</sup>, gift cards or merchandise with no earnings caps! Rewards points from all CommUNITY cards are pooled to one central account.



CASH BACK  
unlimited 1%.



TRAVEL  
no black-out dates.



MERCHANDISE  
electronics,  
decor, gifts  
and more.



GIFT CARDS  
leading  
restaurants,  
retailers  
and more.

### Free Online Reporting

Our free, comprehensive online management reporting tool can track spending on a monthly, quarterly, annual or YTD basis. You can view your spending by category. Your reports can be customized and your data displays in a clean, easy-to-read format that can be downloaded to a PDF.

## Apply Today!

We may change fees and other Account terms in the future based on your experience with Elan Financial Services and its affiliates as provided under the Cardmember Agreement and applicable law.

<sup>1</sup> See Rewards Program Rules on page 6.

<sup>†</sup> See footnote after Rewards Program Rules on page 6.

**EVERYTHING LISTED BELOW MUST BE INCLUDED IN THE FAX.**

**REQUIRED ENTIRELY COMPLETED Application Pages 4 and 5.**

**APPLICATION**

- **1. Product Selection**
  - Ensure product is selected (Non-Profit or Municipality, Rewards or No Rewards)
- **2. Organization Information**
  - Ensure all fields have been completed.  
**Note:** Any missing information could delay the processing of your application and require additional calls.
- **3. Authorized Officer Information**
  - Ensure all fields have been completed.
  - Ensure AO has signed in **both** areas on page 5  
**Note:** Any missing information could delay the processing of your application and require additional calls.
- **4. Certificate of Authority**
  - Ensure this section is signed by the Authorized Officer of your Organization (President, SVP, VP, CEO, CFO, etc.)
  - Ensure this section is also signed by a second signer (if required by your Organization)

**DOCUMENTATION AND REQUIREMENTS**

- **Legal Identity Documentation**

Must be established a minimum of two years. Legal Organization name on the Application must match the Legal Organization name on the Identity Document and Financial Documentation (e.g. Balance Sheets, Income/Cash Flow Statements, Tax Returns or Audited Financial Statements).

**REQUIRED Include one of the following documents:**

- Articles of Incorporation, or
- Trust Instrument, or
- Secretary of State Filing, or
- Certificate in Good Standing, or
- Government-Issued Business License

- **Financial Documentation:**

**REQUIRED  Two Years' Financials (audited recommended):**

If older than four months, current year interim financials needed.

- Balance Sheets **(Required)**
- Income Statements **(Required)**
- Cash Flow Statements **(Recommended)**
- Audited, Reviewed, Compiled financial statements or Tax Returns  
are **Required** for limits >\$50k

**Missing or incomplete information or documentation could delay the processing of your application and require additional calls.**

**FOR INTERNAL USE ONLY**

**REQUIRED 1. MUST BE COMPLETED by the Financial Institution.**

**Organization Legal Name:**

Employee Receiving Credit – Elan Location Code  
(not Branch or ID number)

Employee Receiving Credit – Officer ID  
(eight characters max, alpha or numeric)

Employee Receiving Credit – Branch ID  
(your Branch number, nine characters max, alpha or numeric)

Employee Receiving Credit – First Name

Employee Receiving Credit – Last Name

Employee Receiving Credit – Phone Number

Employee Receiving Credit – Email Address

**REQUIRED 2. Enter Elan Location Code on the top of the Application, Pages 4 and 5.**

**REQUIRED 3. Include ALL REQUIRED Documentation listed on page 2 and the COMPLETED Application Pages 4 and 5 with this FAX Cover Letter.**

**FAX TO: 866.509.6772** Number of Pages (including Cover Letter): \_\_\_\_\_

FROM: \_\_\_\_\_ Telephone Number: (        ) \_\_\_\_\_ - \_\_\_\_\_

Email Address: \_\_\_\_\_

Financial Institution Name: \_\_\_\_\_

# VISA® CommUNITY CARD APPLICATION

**Elan Location Code (Required)**

If no Location Code indicated, App can not be processed.

**ATTENTION**

**APPLICATION MUST BE COMPLETED AND ALL SECTIONS MUST BE SIGNED**

Any missing information or signatures could delay the processing of your application and require additional calls.

CARD OPTIONS  
CHOOSE ONE

**Non-Profit (NP)**

- Visa CommUNITY Card (No Rewards) COCV SC 07415 PC 4045 KP:B
- Visa CommUNITY Card w/Rewards COCV SC 07416 PC 4047 KP:B

**Municipalities (MU)**

- Visa CommUNITY Card (No Rewards) COCV SC 07417 PC 4045 KP:B
- Visa CommUNITY Card w/Rewards COCV SC 07418 PC 4047 KP:B

Note: If no selection is made or both products are selected, we will process your application for a Visa CommUNITY Card (No Rewards). **SEE SUMMARY OF ACCOUNT TERMS ON PAGE 6 FOR FEES AND OTHER COST INFORMATION.**

ORGANIZATION INFORMATION

Organization Name to Appear on Card (maximum of 21 characters)			Tax ID Number		
Organization Legal Name					
Street Address (Required – No PO Boxes Allowed, U.S. Addresses Only)				Suite/Unit #	City
State	ZIP Code	# of Years at Address	Organization Website Address (if applicable)		
Doing Business As (DBA) Name			Doing Business As (DBA) Street Address (NO PO Boxes Allowed, U.S. Addresses Only)		
City			State	ZIP Code	
Mailing Address (If Different Than Above)			City	State	ZIP Code
Year Organization Established	Organization Phone Number ( ) -		Organization Fax Number ( ) -		
Gross Annual Sales: \$			Total Organization Anticipated Monthly Credit Card Spend: \$		

ORGANIZATION STRUCTURE AND CASH ACCESS

Legal Structure: <input type="checkbox"/> Non-Profit <input type="checkbox"/> Municipality		Nature of Business (Describe your organization in 5 words or less.)			
Expected Monthly Cash Transactions (Provide the average of all expected monthly cash transactions that you may make on this card account. Cash transactions include any cash advances or cash equivalent transactions such as purchasing traveler's checks.) \$ (If none, write \$0)		Expected Monthly International Transactions (Provide the average of all expected monthly international transactions that you may make on this card account, including credit card purchases originating from or going to another country.) \$ (If none, write \$0)			
Does the Organization offer check cashing services, issue traveler's checks or money orders, provide money transmission services or foreign exchange services, or offer prepaid cards? <input type="checkbox"/> Yes <input type="checkbox"/> No					
Do you operate a non-bank privately owned ATM on site? <input type="checkbox"/> Yes <input type="checkbox"/> No					
Type of Industry: <input type="checkbox"/> Agriculture, Forestry, Fishing <input type="checkbox"/> Construction <input type="checkbox"/> Finance, Insurance, Real Estate <input type="checkbox"/> Manufacturing <input type="checkbox"/> Mining <input type="checkbox"/> Public Administration <input type="checkbox"/> Retail Trade <input type="checkbox"/> Services <input type="checkbox"/> Transportation <input type="checkbox"/> Other					
Industry Sub Group (e.g. Women's clothing if Retail Trade selected above)		NAICS Code: 6-digit Business Classification Code. (See www.naics.com/search to locate code.)			
Cash access enabled on any organization cards? <input type="checkbox"/> Yes <input type="checkbox"/> No					

ORGANIZATION ACCOUNT RELATIONSHIP INFORMATION

Enter your total assets and length of relationship with this Financial Institution.	
Combined Checking, Savings and Money Market Accounts \$	Combined Investment and Retirement Accounts \$
Please provide the length of time, in years, that you have had a financial relationship with this Institution (if applicable): Years	

ORGANIZATION LOCATIONS

Country of Formation: (If "Other" provide country name.) <input type="checkbox"/> USA <input type="checkbox"/> Other		Can the business entity issue bearer shares? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Country of Primary Organization Operations: (If "Other" provide country name.) <input type="checkbox"/> USA <input type="checkbox"/> Other			

# VISA® CommUNITY CARD APPLICATION

**Elan Location Code (Required)**

**If no Location Code indicated, App can not be processed.**

The Authorized Officer must be authorized by the Organization to execute binding agreements on the Organization's behalf and is required to be a cardmember. Upon approval, the Authorized Officer will automatically be issued a card.

AUTHORIZED OFFICER INFORMATION

Authorized Officer Name (First, Middle, Last)		Suffix	Authorized Officer's Organization Title	
			<input type="checkbox"/> President <input type="checkbox"/> Owner/Proprietor <input type="checkbox"/> Vice President <input type="checkbox"/> Treasurer <input type="checkbox"/> Partner/Principal <input type="checkbox"/> COO <input type="checkbox"/> CEO <input type="checkbox"/> CFO <input type="checkbox"/> General Manager <input type="checkbox"/> Managing Member	
Home Street Address (Required – No PO Boxes Allowed, U.S. Addresses Only)				Suite/Unit #
City	State	ZIP Code	Date of Birth	Social Security Number
			/ /	- -
Primary Phone Number	Organization Phone Number	Anticipated Monthly Spend	Cash Access?	
( ) -	( ) -	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	

IMPORTANT TERMS AND APPLICANT AGREEMENT

The Authorized Officer (the "Applicant") signing this application is applying, on behalf of Organization, for a Visa CommUNITY Card Account ("Account") issued by Elan Financial Services ("we," "us" or "our"). If the Organization is approved for an Account, the Applicant requests and directs us to open an Account and to issue Visa CommUNITY Cards ("Card", "Cards") to the Applicant and to any individual employee applicants ("Employee Applicants") of the Organization as designated by the Applicant on this application or its addendum, or by any process agreed to by us and the Organization. The Applicant certifies that (i) the execution, delivery and performance of this application has been authorized by all necessary corporate action by the Organization, evidence of which action will be provided upon request; and (ii) the Applicant is authorized to bind the Organization to the terms of this application and the Applicant Agreement, as further evidenced in a duly executed Organization Certificate of Authority. At the time the Account is opened, the Applicant and each Employee Applicant will be issued a Card and a Cardmember Agreement governing individual use of the Account and Cards. Use of the Card or the Account will signify acceptance of the terms of the Cardmember Agreement, which may be amended from time to time. We reserve the right to consider the Organization for a lower spending limit if one was requested. As long as the Account is open, we may obtain credit reports about the Organization from time to time. The Applicant understands and agrees that the Organization is solely liable for all charges made to the Account, including all Cards designated by the Organization. The Applicant understands and agrees that we may increase or decrease the spending limit assigned to the Account and/or the Cards within the Account or close the Account at any time based on our credit guidelines, credit report information, Account history, or the financial circumstances of the Organization. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications - including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system - from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. All applicants must be at least 18 years old and agree that Accounts and Cards will be used primarily for business purposes, and not personal, family, or household purposes. You further agree that in order to open and administer the Account that may be established as a result of this application that we and the correspondent financial institution that solicited this application may share certain information about you and your ongoing Account activity. Information from this application may be shared with our affiliates. Cash access is subject to credit approval. You certify that to the best of your knowledge, the information provided about yourself, the name and address provided for the legal entity customer, and the information provided about the individual(s) with control over the legal entity customer is complete and correct.

SIGNATURE

By signing below, you certify that you read and understood the Important Terms and Applicant Agreement and you agree to the terms of this application.

<b>Signature of Authorized Officer</b>	<b>Date</b>
X	

ORGANIZATION CERTIFICATE OF AUTHORITY

Authorized Officer signing this section must be the same person listed in the section above.

The Undersigned certifies that \_\_\_\_\_ (Name), \_\_\_\_\_ (Title), ("Authorized Officer") is authorized by Organization to enter into and execute this Visa CommUNITY Card Application on behalf of Organization, thereafter binding the Organization to the terms of the Visa CommUNITY Card Applicant Agreement, and further, that the signature appearing below is his/her genuine signature.

<b>Signature of Authorized Officer</b>	Signed this
X	day of (month) (year)
<b>Signature of Secretary or Assistant Secretary</b> (If required by your Organization.)	<b>Printed Name of Secretary or Assistant Secretary</b>
X	

**Legal Name of Organization** (Legal Organization name must match the Legal Organization name on the Identity Document.)

INDIVIDUAL EMPLOYEE INFORMATION

(Photocopy the application for additional employees.) — Complete if you would like to allow other users on this account. The Individual Employee information will not be used to determine creditworthiness for approving this application, nor will they share liability for the account.

<b>Name of Employee</b> (First, Middle, Last)	Suffix	Date of Birth	Social Security Number
		/ /	- -
Anticipated Monthly Spend:	Cash Access?		
\$	<input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>Name of Employee</b> (First, Middle, Last)	Suffix	Date of Birth	Social Security Number
		/ /	- -
Anticipated Monthly Spend:	Cash Access?		
\$	<input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>Name of Employee</b> (First, Middle, Last)	Suffix	Date of Birth	Social Security Number
		/ /	- -
Anticipated Monthly Spend:	Cash Access?		
\$	<input type="checkbox"/> Yes <input type="checkbox"/> No		

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**Summary of Visa Account Terms**

Payment Information	Visa CommUNITY Card (No Rewards)	Visa CommUNITY Card with Rewards
All charges made on this CommUNITY Card are due and payable by the Payment Due Date shown on your periodic statement.		
<b>Fees</b>		
<b>Annual Fees</b>	<b>None</b>	<b>\$99.00</b> (Authorized Officer) <b>None</b> (Authorized Employees)
<b>Transaction Fees</b> <ul style="list-style-type: none"> <li>• Convenience Check Cash Advance<sup>1</sup></li> <li>• Cash Advance</li> <li>• Cash Equivalent Advance</li> <li>• Overdraft Protection<sup>2</sup></li> </ul>	Either <b>4%</b> of the amount of each advance or <b>\$10</b> minimum, whichever is greater Either <b>4%</b> of the amount of each advance or <b>\$10</b> minimum, whichever is greater Either <b>4%</b> of the amount of each advance or <b>\$20</b> minimum, whichever is greater Either <b>4%</b> of the amount of each advance or <b>\$10</b> minimum, whichever is greater	
<ul style="list-style-type: none"> <li>• Foreign Transaction</li> </ul>	<b>2%</b> of each foreign purchase transaction or foreign ATM advance transaction in U.S. Dollars. <b>3%</b> of each foreign purchase transaction or foreign ATM advance transaction in Foreign Currency.	<b>None</b>
<b>Penalty Fees</b> <ul style="list-style-type: none"> <li>• Late Payment</li> <li>• Returned Payment</li> <li>• Overlimit</li> </ul>	Either <b>3%</b> of the amount of the outstanding balance or <b>\$39</b> minimum, whichever is greater <b>\$35</b> <b>\$35</b>	
	<b>\$35</b>	<b>None</b>

**Contact For Updates:** The information about the costs of the card described in this application is accurate as of July 1, 2018. This information may have changed after that date. To find out what may have changed, call us at 866.552.8855 (we accept relay calls) or write us at PO Box 6353, Fargo, ND 58125-6353.

<sup>1</sup> Not all products receive Convenience Checks.

<sup>2</sup> Not all products/financial institutions offer Overdraft Protection.

**Notice to Ohio Residents:** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with the law.

**Rewards Program Rules:** Rewards are earned on eligible Net Purchases. Net Purchases are purchases minus credit and returns. Not all transactions are eligible to earn rewards, such as Advances, Balance transfers, and Convenience Checks. Account must be open and in good standing to earn and redeem rewards and benefits. Upon approval, refer to your Cardmember Agreement for additional information. From the date you open your Account until your Account is closed, you will receive one reward point for each dollar of Net Purchases charged to a Visa CommUNITY card with Rewards Account during each statement period. Reward points will not be awarded to a cardmember for net purchases during a statement period if the cardmember's Account is not open and current (not past due or overlimit) on the statement closing date. You may not redeem Points, and you will immediately lose all of your Points, if your Account is closed to future transactions (including, but not limited to, Program misuse, failure to pay, bankruptcy, or death). Reward points will be earned and redeemed at the organization level. Reward points may be redeemed for airfare (subject to the maximum ticket price and redemption schedule set forth in the Rewards Program Rules), name brand merchandise, gift certificates or Cash Back†. We cannot control how merchants choose to classify their business and reserve the right to determine which purchases qualify. Points expire three years from the end of the quarter in which they are earned. Rewards are administered by a third party.

† Rewards points can be redeemed as a cash deposit to a checking or savings account with this Financial Institution only, within seven business days, or as a statement credit to your CommUNITY Card account within one to two billing cycles.

The creditor and issuer of your CommUNITY Card is Elan Financial Services, pursuant to a license from Visa U.S.A. Inc.

No worries. You always know  
where your cash is with **SafePoint.**<sup>®</sup>



SafePoint<sup>®</sup>

**SafePoint®** lets you focus on  
your customers and employees,



instead of on the day-to-day  
management of your cash.



*"At our 29 stations, it's safe to say we're pleased with the SafePoint® solution. SafePoint® has improved our store security, enhanced information reporting, reduced time spent counting cash and reconciling deposits, reduced banking fees, and increased our overall cash flow."*

*– David Burrow, Conico Management*

**A**s a business owner, you often focus valuable time on managing each step of the cash handling process.

Manually counting cash, preparing and making deposits, and attempting to control cash shortages takes away valuable focus from running your business.

Frequently, this loss of focus results in increased operating costs, lost sales, less time spent with customers, and lost profits.

The **SafePoint®** solution from Loomis helps you to redirect your focus to the critical task of growing your business.

Through the integration of our smart safe, cash management services and armored transportation, we close the gaps in the cash handling loop where your revenue disappears.

With **SafePoint®**, you reduce cash shortages, improve security, and increase profits.

### The SafePoint® solution delivers:

- **Reduced or eliminated cash shortages.**  
SafePoint® pushes employee accountability through your operation, and closes the gaps where cash disappears.
- **Improved security for you and your employees.**  
SafePoint® dramatically reduces the risks of robbery, injury and the liability associated with making bank cash deposits. The risks of having large amounts of cash available on-site are also minimized.
- **Increased profitability.**  
The reduction of cash shortages that SafePoint® provides and the reduction in time spent managing cash handling frees up time for improving business operations and increasing the quality of customer service, resulting in higher profitability.





*The small footprint of the SafePoint® smart safe expedites installation, while rugged construction provides a strong deterrence to unauthorized access.*



## SafePoint® provides businesses with:

### Dramatic Risk Reduction

- Increased security and safety means employees aren't at risk making daily deposits.
- Increased employee accountability and tracking visibility leads to a dramatic reduction in cash shortages.

### Renewed Operations Focus

- The need for cashier deposit counting and bank deposit preparation is eliminated, freeing up valuable management time.
- Improved productivity and accountability allows for greater focus on running your business.
- Daily armored car pick-up is cut back, reducing associated labor, payroll and operating costs.

### Enhanced Financial Reporting

- Improved liquidity and cash flow with provisional credit and daily deposit posting saves valuable time at every level of your organization.
- Increased accounting information simplifies following and reconciling the cash.



## The SafePoint® solution provides:

- **Secure, accurate cash handling.**  
SafePoint® smart safes count and validate your cash, reject counterfeit money, and secure your cash – streamlining all cash handling procedures and improving cash position accuracy.
- **Data at your fingertips.**  
The SafePoint® automated reporting system provides detailed reports at each step of your cash flow in realtime online or via dedicated wireless modem.
- **The secure presence of armored transportation.**  
Armored transportation discourages robberies by conveying to potential criminals the message that targeting your operation isn't worth the risk involved.
- **The Loomis Guarantee.** Once your cash is in the safe, your funds are guaranteed against loss, robbery or theft. To expedite availability of your funds, Loomis partners with over 85 financial institutions so that once cash is verified in your safe, it posts to your bank as provisional credit.\*

With SafePoint®, you don't have to worry about all the risks that managing cash brings to your business.

**No worries.** You know where your cash is with **SafePoint®**

\* See your Loomis representative for more information on this service. The Loomis Guarantee is subject to certain limitations and restrictions.

*Closing the gaps where cash shortages occur increases both employee accountability and security, ultimately improving profitability for your business.*

# How SafePoint® works.

1



You collect cash from your customers for SafePoint® deposit. Deposit information is accessible for bank credit purposes or sent to your corporate headquarters.

2



You deposit your cash into your onsite SafePoint® safe.

3



Loomis messengers arrive at your location to empty safe of contents or to deliver free change orders.

4



Deposits are delivered to Loomis for deposit consolidation and verification for final delivery to the bank.

5



Deposit information is accessible for bank credit purposes or sent to your corporate headquarters.

## The Loomis Guarantee



**Loomis guarantees** that once your cash is validated with the SafePoint® safe, your money is insured against loss and destruction due to external theft, robbery, flood or fire.

**Loomis guarantees** that the amount listed on any SafePoint® validating safe's Audit Report will accurately reflect the contents of that safe.\*

No worries. **You always know where your cash is with SafePoint®.**

\* See your Loomis representative for more information on this service. The Loomis Guarantee is subject to certain limitations and restrictions.



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## The Loomis Guarantee

The Loomis Guarantee is our promise to close the loop with SafePoint® by providing you with a comprehensive audit trail that will lower cash errors and guarantee your funds at the moment they are validated by our safe.



For more information on SafePoint®, contact us at (713) 435-6700 or visit us at [www.loomis.us](http://www.loomis.us).



Managing **cash** in society.