

AMARILLO NATIONAL BANK

AUTOMATED CLEARING HOUSE ("ACH") SERVICE AGREEMENT

By using Amarillo National Bank's ACH services, Customer accepts all terms and conditions of this Agreement. **PLEASE READ IT CAREFULLY.** You should also review Amarillo National Bank's Terms and Conditions, which are incorporated herein by reference. **ACCEPTANCE OF THIS AGREEMENT AND ANY OTHER APPLICABLE TERMS AND CONDITIONS IS CONDITION PRECEDENT TO CUSTOMER'S USE OF THE OFFERED SERVICES.**

This Agreement is made by and between Amarillo National Bank, including any branch (the "Bank") and the person or entity requesting use of the Bank's automated clearing house services (the "Customer"). Customer wishes to initiate paperless Entries (meaning as provided in the NACHA Rules and meaning the data received from Customer hereunder from which Bank prepares Entries) to or through Bank to accounts maintained at Bank and/or other financial institutions by means of the Automated Clearing House ("ACH") through which Bank initiates and settles such Entries. The term "Master Agreement" shall mean the Master Agreement for Treasury Management Accounts and Services entered into between the Customer and the Bank. This Agreement is a contract that establishes the rules that govern electronic access to the Bank, including the accounts of Customer and its affiliates and related entities that accept or receive services under this Agreement. For and in consideration of the promises contained herein and the performance of the obligations specified herein, it is agreed as follows:

Operation

1. **NACHA Rules.** Customer and Bank shall be bound by and comply with the Operating Rules and guidelines of the National Automated Clearing House Association ("NACHA"), as amended ("NACHA Rules") in effect from time to time. Capitalized terms used herein but not defined herein shall have the meanings assigned to such terms in the NACHA Rules. Both Customer and Bank acknowledge that the obligations of each hereunder are subject to the NACHA Rules and that in the event of a conflict between the NACHA Rules and this Agreement, the NACHA Rules shall govern. This Agreement may, however, impose additional obligations upon Customer not inconsistent with the NACHA Rules. A copy of the NACHA Rules is available at <https://www.nacha.org/>. In the event Customer violates any of the applicable NACHA Rules and NACHA imposes a fine on the Bank because of Customer's violation, the Bank may charge the fine to Customer, and Customer hereby agrees to pay such fine.

2. **Authorizations.** Customer shall obtain a signed authorization from any Receiver authorizing Customer to initiate ACH Entries and enabling the Receiving Depository Financial Institution ("RDFI") to accept such Entries for charge against or credit to the Receiver's account. The original or a copy of each authorization shall be retained by Customer for a period as prescribed by the NACHA Rules after the date of termination or revocation of such authorization. All such authorizations shall be procured in accordance with the NACHA Rules, Article 4A of the Texas Business and Commerce Code, and with respect to consumer accounts, Federal Reserve Regulation E. Customer shall, upon the request of Bank or RDFI, furnish the original or a copy of such authorization.

3. Security Procedures.

(a) Any Entry shall either be a "credit Entry" or a "debit Entry", as further defined in the NACHA Rules. Prior to or at the same time Customer delivers a File directly to Bank (other than through a third-party service provider to whom Files are delivered by Customer for further processing and delivery to Bank, referred to herein as a "Third-Party Provider"), Customer shall deliver to Bank an Effective Entry Date and a total of all Entries making up the File ("Transmittal Register"). Entries being hand delivered will be presented to ACH Coordinator or designated individual at Bank. Customer acknowledges that the security procedures set forth herein are commercially reasonable in light of Customer's circumstances and the type and frequency of Entries initiated hereunder. Customer further acknowledges that the security procedures set forth herein are not designed to detect errors in transmission or duplicate Entries or duplicate Files and no security procedure for the detection of such errors has been agreed upon between Customer and Bank. If an Entry (or request to cancel an Entry) received by Bank was delivered or authorized by Customer, Customer shall be obligated to pay the amount of the Entry as provided herein, whether or not Bank complied with the security procedures with respect to that

Entry and whether or not the Entry was erroneous in any respect or that error would have been detected if Bank had complied with such procedures.

(b) Customer is strictly responsible to establish and maintain the procedures to safeguard against unauthorized transmissions. Customer warrants that no individual will be allowed to initiate transfers, in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the security procedures and any passwords, codes, security devices and related security procedures described herein. If Customer believes or suspects that any such information or instructions have been known or accessed by unauthorized persons, Customer agrees to notify Bank immediately followed by written confirmation. The occurrence of unauthorized access will not affect any transfers made in good faith by Bank prior to receipt of such notification and within a reasonable time period to prevent unauthorized transfers.

(c) Bank shall be entitled to audit the Entries initiated by Customer, together with all associated documentation and data, to determine Customer's compliance with the NACHA Rules and this Agreement.

(d) Bank protects its network, systems and equipment with various security protocols and protective software but is not responsible to determine if Customer's computer, personal computer, desktop computer, notebook, smartphone or smart device, or similar device ("Customer Device"), used in the initiation or origination of ACH Entries is secure, protected from malicious software (commonly referred to as "malware"), compromised or insecure. Customer is required to install, maintain, and keep updated anti-malware and antivirus software on each Customer Device used in the initiation or origination of ACH Entries with Bank. Customer is encouraged to routinely scan each Customer Device, its hardware and software, with reliable and current virus, firewall and malware protection and prevention products of Customer's choice to detect and remove any virus or malware found. An undetected or unrepaired virus, and any unremoved malware, may corrupt, compromise, and even destroy Customer's programs, files, and hardware, and may result in unauthorized transactions from Customer's accounts.

4. Compliance with Security Procedure.

(a) Customer agrees to comply with any and all security procedures and requirements of the Bank. If an Entry (or a request for cancellation or amendment of an Entry) received by Bank purports to have been transmitted or authorized by 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 Customer, provided Bank accepts the Entry in good faith and acted in compliance with the security procedures set forth herein with respect to such entry. If signature comparison is to be used as a part of that security procedure, Bank shall be deemed to have complied with that part of such procedure if it compares the signature accompanying a file of Entries (or request for cancellation or amendment of an Entry) received with the signature of an authorized representative of Customer (an "Authorized Representative") and, on the basis of such comparison, believes the signature accompanying such file to be that of such authorized representative.

(b) If an Entry (or request for cancellation or amendment of an Entry) received by Bank was transmitted or authorized by Customer, Customer shall pay Bank the amount of the Entry, whether or not Bank complied with the security procedures set forth herein 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.

5. Recording and Use of Communications. Customer and Bank agree that all telephone conversations or data transmissions between them or their agents made in connection with this Agreement may be electronically recorded and retained by either party by use of any reasonable means.

6. Processing, Transmittal and Settlement by the Bank.

(a) Except as provided below in Section 7, (On-Ups Entries) and Section 13, (Rejection of Entries), Bank shall (i) process Entries received from Customer to conform with the file specifications set forth in the NACHA Rules, (ii) transmit such Entries to an Automated Clearing House Operator, ("ACH Operator"), and (iii) settle for such Entries as provided in the NACHA Rules.

(b) Bank shall transmit such Entries to the ACH Operator by the deadlines set forth in Schedule A attached hereto prior to the Effective Entry Date shown in such Entries, provided (i) such Entries contain an Effective Entry Date and are received by Bank on a business day and prior to Bank's cutoff times as shown on Schedule

A attached hereto; and (ii) the ACH Operator is open for business on such business day. For purposes of this Agreement, a "business day" is a day on which Bank is open to the public for carrying on substantially all of its business, other than a Saturday, Sunday, Bank holiday (see [Bank Holiday Schedule](#)), or Federal holiday and Entries shall be deemed received by Bank, in the case of transmittal by tape, which the transmission (and compliance with any related security procedure provided for herein) is completed as provided in Schedule A.

(c) If any of the requirements of Section 6(b) are not met, Bank shall use reasonable efforts to transmit such Entries to the ACH Operator by the next deposit deadline of the ACH Operator following that specified in Schedule A, which is a day on which the ACH Operator is open for business.

7. **On-Us Entries.** Except as provided below in Section 13, (Rejection of Entries), in the case of an Entry received for credit to an account maintained with Bank (an "On-Us Entry"), Bank shall credit the Receiver's account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirement set forth in clause (i) of Section 6(b) is met. If such requirement is not met, Bank shall use reasonable efforts to credit the Receiver's account of such Entry no later than the next business day following such Effective Entry Date.

8. **Initiation of Entries.** In order to initiate Entries pursuant to this Agreement, Customer shall furnish Entries on the medium and in the format specified for the type of Entry by the NACHA Rules. Each Entry must be delivered as specified and in accordance with the cutoff times and other requirements stated herein and in Schedule A. Bank may handle Entries and Files delivered by Customer to Bank, and those it receives from other customer, in any order selected by Bank in its sole discretion, and Bank may use any means or routes which it, in its sole discretion, may consider suitable. Bank shall not be deemed to have accepted any Entries initiated hereunder until it executes such Entries by transmitting the Entries to an ACH Operator and shall not be obligated to provide notice to customer of transmittal of entries to the ACH Operator. If Customer delivers or transmits Entries to a Third-Party Provider for further processing and delivery to Bank, Customer must comply with Third-Party Provider's delivery schedule, formats, and security procedures and Third-Party Provider shall be Customer's agent. In the event Customer does not send Entries in ACH format, Bank will not be liable for errors or timely origination of Entries if Customer did not deliver conforming Entries in a timely manner to Bank.

9. **Prenotifications.** Customer shall comply with the prenotification procedures prescribed by the NACHA Rules.

10. **Remaking Entries.** In the event Entries are rejected by the ACH Operator or Bank for any reason other than Bank's failure to exercise ordinary care, Customer shall be obligated to remake such Entries. Customer shall retain and provide to Bank on request all information necessary to remake any File for a reasonable time after the Settlement Date with respect to such Entries.

11. **Returns.** Customer will promptly provide available, fully collected funds to reimburse Bank if any debit Entry is rejected or if any adjustment Entry is received by Bank after Bank has permitted Customer to withdraw funds in the amount thereof. Customer shall pay interest to Bank on the amount of any such returned debits or adjustment Entries at the rate specified in the Master Agreement with respect to overdrafts. Bank reserves the right to require Customer to deposit funds to be held by Bank in one of Customer's accounts or in a separate account held by and pledged to Bank for the purpose of paying for returned Entries or adjustment Entries, in the event that Bank determines, in its sole discretion, that such amount or account is necessary due to a larger than usual amount of returned Entries or adjustment Entries or other adverse conditions with respect to Customer or Entries initiated by Customer. Bank shall have no obligation to retransmit a returned Entry and Customer agrees not to reinitiate Entries which have been returned.

12. **Cancellation or Amendment of Entry by Customer.** Customer shall have no right to the cancellation or amendment of any entry after its receipt by Bank. Bank shall use reasonable efforts to act on a request by Customer for cancellation of an Entry prior to transmitting it to the ACH Operator. Bank shall not be liable for its failure or inability to cancel an Entry. Customer shall indemnify Bank and hold it harmless from and against any and all claims, demands, liabilities, expenses (including but not limited to reasonable attorney's fees and costs), loss or damage of any nature whatsoever arising directly or indirectly out of Bank's cancellation of any Entry.

13. **Rejection of Entries and Notices of Rejected and Returned Entries.** Bank may reject any Entry which does not comply with the requirements of this Agreement. Bank may reject any On-Us Entry for any reason for

which an Entry may be rejected under the NACHA Rules. An Entry shall not be deemed to be accepted until Bank executes the Entry by transmitting the Entry to an ACH Operator. Any unexecuted Entry for which no notice of rejection is given shall be deemed canceled at the close of the fifth Banking Day after the requested Settlement Date. Bank shall use reasonable means and efforts to notify Customer of Bank's rejection of any Entry, no later than the business day such Entry would otherwise have been transmitted by Bank to the ACH Operator or, in the case of an On-Us Entry, its Effective Entry Date, provided, however, Bank shall have no liability if it fails to give any such notice. Bank shall use reasonable means and efforts to notify Customer of any returned Entry received from the ACH Operator no later than one business day after the business day of such receipt, provided however, Bank shall have no liability if it fails to give any such notice. Notices of rejection or return Entries is deemed effective when given. Bank shall not be liable to Customer for any delay or failure in executing an Entry unless such delay or failure is proximately caused by Bank's failure to exercise ordinary care and its liability therefore shall be limited to interest payable pursuant to the "Liability" Section below on the amount of any such Entry from the requested Settlement Date until the earlier of (i) the date notice of rejection of such Entry is given by Bank or (ii) the close of the Fifth Banking Day following the Settlement Date.

14. **Use of Identifying Numbers.** Customer acknowledges that, if an Entry describes a Receiver inconsistently by name and account number, payment of the Entry might be made by the RDFI on the basis of the account number even if it identifies a person different from the named Receiver, and that Customer's obligation to pay the amount of the Entry to Bank shall not be excused in such Circumstances.

15. **Limitation on Processing of Entries.**

(a) **Settlement Date.** In the Event Customer delivers an Entry with a requested Settlement Date either (i) earlier than the date Bank actually receives the Entry or (ii) such that the payment or debit cannot be made by the requested Settlement Date, Customer authorizes Bank to send the Entry to the ACH Operator notwithstanding the stated Settlement Date, and accepts responsibility for any delay in the transfer of funds and for notifying the Receiver of such delay.

(b) **Special Instructions.** Bank shall not be obligated to comply with any special instructions of Customer with respect to any Entries delivered to Bank, unless Customer has obtained the express written agreement of Bank for such special instructions.

(c) **Calendar.** If Customer delivers Entries directly to the Bank (other than through a Third-Party Provider), prior to initiating the first Entry hereunder, and on an annual basis thereafter, Customer shall deliver to Bank a calendar setting forth the dates for delivery of Files to the Bank and the requested Settlement Dates with respect to the Entries contained in a File. Bank may refuse to execute any Entry which is transmitted to Bank at times other than those set forth in said calendar. Bank shall not be liable or responsible for initiating any Entries with respect to which no calendar has been delivered to Bank hereunder or which is a deviation from the calendar which customer provided Bank.

Settlement

1. **Customer Accounts.** Customer shall be requested to maintain an account or accounts at Bank, through which Entries return Entries, and adjustment Entries may be debited or credited. Customer agrees that Bank may debit any account of Customer at Bank for any funds owed to Bank hereunder, and shall credit an account designated by Customer for any amount received by Bank for Customer with respect to debit Entries or adjustment Entries. Bank shall be entitled to withhold the availability of funds credited to Customer's account hereunder for up to six (6) business days after the Settlement Date for such Entries or Adjustments. Bank shall not be required to provide notice of the crediting or debiting of any account of Customer at Bank hereunder, other than to provide Customer with its regular account statement.

2. **Payment for Credit Entries.** By the opening of business at Bank on the Settlement Date with respect to each Entry, Customer shall provide Bank with immediately available, finally collected funds in an amount equal to such credit Entry or group of credit Entries. If such finally collected funds have not been provided to Bank, Bank may, in its discretion, debit any account of Customer maintained at Bank for the payment of such Entries.

3. **Pre-funding.** Bank reserves the right, in its sole discretion, to require either (i) payment in finally collected, immediately available funds for any credit Entry prior to executing such Entry or (ii) that finally collected,

immediately available funds be placed in a separate pledged deposit account ("Collateral Account") equal to the amount of any credit Entry prior to executing such Entry. The Customer hereby grants the Bank a security interest in the Collateral Account. In the event that, for any reason, the Collateral Account does not contain sufficient finally collected funds at the time the Bank is prepared to execute the credit Entries, Bank shall not be obligated to execute such Entries until its first regularly scheduled transmission to the ACH Operator after the Collateral Account contains sufficient funds. This Agreement is not a credit agreement and the Customer shall not be entitled to advance or loan hereunder, despite any prior course of dealing.

4. **Provisional Settlement.** Customer acknowledges that the NACHA Rules provide that payment of an Entry by the RDFI to the Receiver is provisional until receipt by the RDFI of final settlement, and that, if final settlement is not received, the Entry may be reversed, the RDFI shall be entitled to a refund from Receiver of the amount credited, and Customer will not be deemed to have paid the Receiver the amount of such credit Entry.

5. **Duty to Report.** Customer shall review its regular account statement and any other confirmation of any Entry containing information with respect to such Entry promptly upon receipt, and shall notify Bank immediately as to any unauthorized or erroneous Entry; provided, however, that, to the extent permitted by applicable law, Bank shall not be liable with respect to such Entry, including any liability with respect to interest on the amount of any such Entry, unless Customer reports any such unauthorized or erroneous Entry within 5 days of receipt of the statement or confirmation containing information with respect thereto, whichever is earlier.

Warranties, Representations and Indemnities

1. **Warranties of Customer.** Customer warrants to Bank and all other parties entitled to the benefit of such warranties pursuant to the NACHA Rules that:

- (a) Customer has complied with the prenotification procedure set forth in the NACHA Rules, including the forwarding of a copy of any authorization agreements requested as a result thereof.
- (b) Each Entry initiated is timely and is in accordance with an authorization agreement which Customer has on hand, executed by the Receiver to whose account the Entry is to be credited or debited.
- (c) At the time each Entry is transmitted to the ACH Operator, Customer does not have actual knowledge of the revocation of any authorizations agreement by the Receiver.
- (d) The Entry complies in all other respects with the requirements of the NACHA Rules and applicable laws and is subject to all other warranties required by the NACHA Rules.
- (e) Customer has established and will maintain procedures reasonably adapted to comply with the Electronic Funds Transfer Act and Federal Reserve Regulation E, as they may be amended from time to time.

2. **Breach of Warranties.** If Customer breaches any of the foregoing warranties or any provision of this Agreement, Customer shall indemnify Bank, and all other parties entitled to the benefit thereof pursuant to the NACHA Rules, from and against any and all claims, demands, liabilities, expenses (including reasonable attorneys' fees and costs), loss or damage resulting directly or indirectly from or arising out of any breach of any of the foregoing warranties or this Agreement.

Liability; Limitations on Liability; Indemnity

1. Bank shall be responsible only for performing the services expressly provided for in this Agreement, and shall be liable only for its failure to exercise ordinary care in performing those services. Bank shall not be responsible for Customer's acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal or due authorization of any Entry received from Customer) or those of any other person, including without limitations any Federal Reserve Bank, any Third-Party Provider, any ACH Operator, any Receiver or RDFI (including without limitation the return of Entry by such Receiver or RDFI) and no such person shall be deemed Bank's agent.

2. IN THE PERFORMANCE OF THE SERVICES REQUIRED BY THIS AGREEMENT, BANK SHALL BE ENTITLED TO RELY SOLELY ON THE INFORMATION, REPRESENTATIONS, AND WARRANTIES

PROVIDED BY CUSTOMER PURSUANT TO THIS AGREEMENT, AND SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS THEREOF. BANK SHALL BE RESPONSIBLE ONLY FOR PERFORMING THE SERVICES EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, AND SHALL BE LIABLE ONLY FOR ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN PERFORMING THOSE SERVICES. BANK SHALL NOT BE RESPONSIBLE FOR CUSTOMER'S ACT'S OR OMISSIONS (INCLUDING, WITHOUT LIMITATION, THE AMOUNT, ACCURACY, TIMELINESS OF TRANSMITTAL OR AUTHORIZATION OF ANY ENTRY RECEIVED FROM CUSTOMER) OR THOSE OF ANY OTHER PERSON, INCLUDING, WITHOUT LIMITATION, ANY FEDERAL RESERVE BANK, ACH OPERATOR OR TRANSMISSION OR COMMUNICATIONS FACILITY, ANY RECEIVER OR RDFI (INCLUDING, WITHOUT LIMITATION, THE RETURN OF ANY ENTRY BY SUCH RECEIVER OR RDFI), AND NO SUCH PERSON SHALL BE DEEMED BANK'S AGENT. CUSTOMER AGREES TO INDEMNIFY BANK AGAINST ANY LOSS, LIABILITY OR EXPENSE (INCLUDING ATTORNEYS' FEES AND COSTS) RESULTING FROM OR ARISING OUT OF ANY CLAIM OF ANY PERSON THAT BANK IS RESPONSIBLE FOR ANY ACT OR OMISSION OF CUSTOMER OR ANY OTHER PERSON DESCRIBED IN THIS SECTION 29(a), INCLUDING CLAIMS BY A CONSUMER UNDER CONSUMER FINANCIAL PROTECTION BUREAU REGULATION E.

3. BANK SHALL BE LIABLE ONLY FOR CUSTOMER'S ACTUAL DAMAGES DUE TO CLAIMS ARISING SOLELY FROM BANK'S OBLIGATIONS TO CUSTOMER WITH RESPECT TO ENTRIES TRANSMITTED PURSUANT TO THIS AGREEMENT; IN NO EVENT SHALL BANK BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE WHICH CUSTOMER MAY INCUR OR SUFFER IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT THE LIKELIHOOD OF SUCH DAMAGES WAS KNOWN OR CONTEMPLATED BY BANK AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY OF LIABILITY WHICH CUSTOMER MAY ASSERT, INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM BANK'S ACTS OR OMISSIONS PURSUANT TO THIS AGREEMENT.

4. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING PROVISIONS, BANK SHALL BE EXCUSED FROM FAILING TO ACT OR DELAY IN ACTING IF SUCH FAILURE OR DELAY IS CAUSED BY LEGAL CONSTRAINT, INTERRUPTION OF TRANSMISSION OR COMMUNICATION FACILITIES, EQUIPMENT FAILURE, WAR, EMERGENCY CONDITIONS OR OTHER CIRCUMSTANCES BEYOND BANK'S CONTROL. IN ADDITION, BANK SHALL BE EXCUSED FROM FAILING TO TRANSMIT OR DELAY IN TRANSMITTING AN ENTRY IF SUCH TRANSMITTAL WOULD RESULT IN BANK'S HAVING EXCEEDED ANY LIMITATION UPON ITS INTRA-DAY NET FUNDS POSITION ESTABLISHED PURSUANT TO PRESENT OR FUTURE FEDERAL RESERVE GUIDELINES OR IN BANK'S REASONABLE JUDGMENT OTHERWISE WOULD VIOLATE ANY PROVISION OF ANY PRESENT OR FUTURE RISK CONTROL PROGRAM OF THE FEDERAL RESERVE OR ANY RULE OR REGULATION OF ANY OTHER U.S. GOVERNMENTAL REGULATORY AUTHORITY.

5. SUBJECT TO THE FOREGOING LIMITATIONS, BANK'S LIABILITY FOR LOSS OF INTEREST RESULTING FROM ITS ERROR OR DELAY SHALL BE CALCULATED BY USING A RATE EQUAL TO THE AVERAGE FEDERAL FUNDS RATE AT THE FEDERAL RESERVE BANK OF NEW YORK FOR THE PERIOD INVOLVED. AT BANK'S OPTION, PAYMENT OF SUCH INTEREST MAY BE MADE BY CREDITING THE ACCOUNT.

6. In addition, Bank shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in Bank's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Bank's otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.

7. Subject to the foregoing limitations and to the "Operation" Section and the "Duty to Report" Section above, and to the extent permitted by applicable law, Bank's liability with respect to lack of ordinary care in the execution of a credit Entry (including any unauthorized credit Entry) shall be limited to a refund of the amount of such Entry with interest from the Settlement Date of such Entry until the date of the refund, but not to exceed sixty (60) days, or in the event of a delay in payment to (i) the Receiver of an executed credit Entry or (ii) Customer of an executed debit Entry, due in each case solely to Bank's failure to exercise ordinary care, interest as provided herein on the amount of such Entry from the Settlement Date until the Bank has properly executed the Entry, but not to exceed sixty (60) days. In no event shall Bank be liable to Customer with respect to an Entry unless Customer notifies Bank of any claim or dispute with respect thereto within one (1) year after

Customer receives its regular account statement containing information relating to such Entry. At Bank's option, any interest compensation payable to Customer for the loss of use of funds hereunder may take the form of either (a) a direct cash payment of interest calculated at the applicable Federal Funds Rate or (b) an adjustment to Customer's account balance to reflect properly the average balances that would have resulted had no error occurred with a balance earnings credit at the current earnings credit rate established by agreement between Customer and Bank for such adjusted balances. The applicable Federal Funds rate is the average of the Federal Funds rates published by the Federal Reserve Bank of New York for each of the days for which interest is payable hereunder, divided by 360. The Federal Funds rate for any day on which a published rate is not available is the same as that published for the next preceding date for which there is a published rate.

Account Transfers by Customer

Bank offers ACH services to business customers and correspondent banks to allow for transfers of funds to and from their accounts at Bank and to and from accounts at other banks. The service will be provided with use of Bank's ACH software package or through the use of Business Internet Banking via ACH Manager and be transmitted via the Internet through a virtual private network or secure through connection to ACH Operator allowing complete security of ACH files. Customer acknowledges that Customer's use of this service for ACH transactions will be initiated by Customer based on Customer's input of information creating a file. As such, Bank shall have no responsibility for inaccurate file data or out-of-balance files or errors on files transmitted by Customer and the indemnities made by Customer in this Agreement shall apply to this Paragraph. Customer shall be required to maintain an account with Bank containing collected funds equal to the amount of the file to be transferred in order to use this service.

Account Transfers by Third-Party on Behalf of Customer

Bank offers services that allow third-parties to act as a Service Provider (as defined in the online electronic Third-Party ACH Service Provider Agreement [\[hyperlink\]](#), available at ANB's website and incorporated herein by reference, hereinafter "Third-Party Provider Agreement") for Customers. If Customer allows a Third-Party Provider to act as a Service Provider on behalf of Customer as an Originator (as defined in the Third-Party Provider Agreement), Customer agrees to complete acceptance of the terms and conditions set forth in the Third-Party Provider Agreement, as may be amended from time to time.

Miscellaneous

Headings. The headings of Paragraphs as used herein are for convenience only and shall not be construed to be part of the text of this Agreement.

Termination. This Agreement may be terminated at any time by either party upon written notice to the other party provided, however, that the terms of this Agreement shall continue to apply to any Entry initiated hereunder or which may not be timely cancelled after receipt of notice of termination; and provided, further, that termination by Customer shall not be effective until acknowledged in writing by Bank.

Media. Customer shall deliver ACH files to Bank via the Internet through a virtual private network or through Business Internet Banking allowing complete security of the file. Other methods are available but require special authorization and handling.

Customer Implementation Schedule. The Bank shall use reasonable efforts to permit processing of the Customer's ACH Entries by the starting date requested, but shall not be obligated to commence processing on such date. The starting date will be subject to successful testing of data formats and file transmission, where applicable, as well as successful transmission of a zero-dollar prenotification transaction to each Receiver at least ten calendar days in advance of the requested starting date as required by the NACHA Rules.

Bank Processing Schedule.

- a. **Bank Holiday Schedule.** The Bank shall annually provide the Customer with a Bank Holiday Schedule. Delays in processing may result if the Customer's scheduled Settlement or Delivery Dates

coincide with the Bank's holidays or Saturdays and Sundays.

b. Delivery and Cutoff Times

<u>Transaction Type</u>	<u>Delivery Date</u>	<u>Time</u>
ACH Credits (Direct Deposit)	Two Days Prior to Settlement Date	4:00 p.m.
ACH Debits (Direct Debit)	Two/One Day(s) Prior to Settlement Date	4:00 p.m.
ACH Credits (Corp. Disbursement)	One Day Prior to Settlement Date	4:00 p.m.
ACH Debits (Corp. Collections)	One Day Prior to Settlement Date	4:00 p.m.
Asynchronous Transmissions	Follow Delivery for Transaction Type	4:00 p.m.

In determining its Delivery Schedule, the Customer should ensure that no Delivery Dates or Settlement Dates fall on a Bank Holiday or Saturday or Sunday.

Authorization to Correct ACH File. I hereby authorize the Bank to make corrections as needed.

Complete Agreement. This Agreement constitutes the entire agreement between Bank and Customer and supersedes any and all other agreements, either oral or written, between the parties with respect to the subject matter hereof. This Agreement incorporates by reference the Master Agreement, all corporate resolutions, and all terms of any deposit agreement, other agreements and all rules and regulations governing or relating to Customer's accounts with Bank, regardless of whether such agreements have been executed by Customer. In the event of any inconsistency between the Master Agreement, such deposit agreement(s) or other agreements and this Agreement, the terms of this Agreement shall govern. If Customer allows a third-party to act as a Third-Party Service Provider and in the event of any inconsistency between this Agreement and the Third-Party Provider Agreement, the terms of the Third-Party Provider Agreement shall govern.

No Waiver. No course of dealing on the part of the Bank or its officers or employees, or any failure or delay by the Bank with respect to exercising any right, power or privilege of the Bank under this Agreement or enforcing any obligation or performance requirement of customer hereunder shall operate as a waiver.

Governing Law/Jurisdiction. This Agreement shall be subject to the provisions of all applicable regulations and operating circulars of any Federal Reserve Bank, any other applicable provision of federal or state law, and the NACHA Rules. Except as provided in the preceding sentence, this Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas. In complying with Office of Foreign Assets Control regulations, we reserve the right to temporarily suspend processing of a transaction (particularly on international ACH transaction) for greater scrutiny that might result in delayed settlement or availability. Only lawful ACH entries may be originated and no entry may be originated that violates the laws of the United States.

Notices. Bank shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an Authorized Representative, and any such communication shall be deemed to have been signed by such person. The names and signatures of Authorized Representatives are set forth in Schedule A attached hereto and incorporated herein. Customer may add or delete any Authorized Representative by written notice to Bank signed by an authorized Representative other than that being added or deleted. Such notice shall be effective on the second Banking Day following the Banking Day of Bank's receipt thereof. All other notices required or permitted to be given in writing hereunder shall be delivered, or sent by United States registered or certified mail, postage prepaid, or by express carrier to the parties at the address for each set forth in Schedule A. Either party may, by proper written notice hereunder to the other party, change the address to which notices shall thereafter be sent to it.

Assignment. Customer may not assign or transfer its rights or obligations under this Agreement without the prior written consent of the Bank. Bank may assign its rights to any successor or affiliated entity. All agreements continued herein by or on behalf of Customer shall bind its successor and assigns and shall insure to the benefit of Bank and its successors and assigns.

Multiple Customers; Multiple Banks. If this Agreement is executed by more than one Customer or Bank, this Agreement shall be deemed to be a separate Agreement between each Customer and each bank maintaining an account of that Customer.

Additional Parties. Subsequent to the date of this Agreement, additional banking subsidiaries of Amarillo National Bank and additional Customers ("Additional Customers") may be added as parties hereto by the execution of a counterpart signature page of this Agreement by each of the Additional Banks or Additional Customers, and, in the case of an Additional Customer, by the execution of applicable Schedules.

Invalidity. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired.

Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective agents, assigns, representatives, and successors in interest.

Electronic Signature. The parties agree that the electronic acceptance by Customer of this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties agree that any electronically signed document (including this Agreement) shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or "printouts," if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, "electronic signature" includes Customer's acceptance of this Agreement transmitted by electronic means.

USE OF THE BANK'S ACH SERVICES INDICATES CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT, AS MAY BE AMENDED FROM TIME TO TIME. THIS AGREEMENT IS PROVIDED IN ELECTRONIC FORM AND BY USING THE BANK'S ACH SERVICES, CUSTOMER AGREES TO ACCEPT THIS AGREEMENT IN ELECTRONIC FORM. PLEASE READ THIS AGREEMENT CAREFULLY AND ONLY ACCEPT IT IF YOU FULLY UNDERSTAND ITS CONSEQUENCES.

I ACCEPT

AMARILLO NATIONAL BANK
AUTOMATED CLEARING HOUSE ("ACH") SERVICE AGREEMENT
ACKNOWLEDGEMENT

The undersigned Customer hereby acknowledges a request to Amarillo National Bank to use ANB's automated clearing house services (as defined in the online Automated Clearing House ("ACH") Service Agreement, available at ANB's website and incorporated herein by reference).

Customer understands that the use of ANB's ACH services indicates complete acceptance of the terms and conditions set forth in the ACH Service Agreement, as may be amended from time to time. Customer has read the ACH Service Agreement and accepts all terms and conditions thereof.

I am fully authorized to enter into the ACH Service Agreement.

(Print Company Name, if applicable)

By:

(Signature)

(Print Name and Title, if applicable)