



TREASURY MANAGEMENT SERVICES AGREEMENT

Thank you for choosing Pegasus Bank Treasury Management Services. This document provides product information, disclosures and descriptions of the Treasury Management Services available at Pegasus Bank.

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ADDENDA AND EXHIBITS:

Addendum A	Related Entities
Exhibit A	Schedule of Fees
Exhibit B	Security Notice
Exhibit C	Mobile Banking App Terms of Use
Exhibit D	Fraud Prevention Services – ACH Blocking & Filtering, Positive Pay, Post No Checks

The following terms, provisions and service descriptions constitute the Treasury Management Services Agreement (the "Agreement") made by and between the entity signing this Agreement ("Company," "you," or "your") and Pegasus Bank ("Bank"). The purpose of this Agreement is to set forth the terms and conditions under which Bank will offer treasury management services to Company.

1. GENERAL TERMS

1.1 DEFINITIONS.

1.1.1 "ACH" means a paperless entry initiated via the Automated Clearing House (ACH) network operated by the Federal Reserve Banks.

1.1.2 "ACH Network" means the funds transfer system (network) governed by the NACHA Rules which provides for the inter-financial institution clearing of electronic entries for participating financial institutions.

1.1.3 "Affiliate" means with respect to a party, any entity which directly or indirectly, through one or more intermediaries, is controlled by, or is under common control with such party.

1.1.4 "Agent" means any director, officer, employee, representative, Affiliate, third-party vendor or any other person acting on behalf of the Company with the actual, implied or apparent authority of Company. Bank may rely on any grant of authority until it receives written notice of its revocation and is given a reasonable amount of time to act upon such notice.

1.1.5 "Authorized Signer" means an individual who has been designated (by name and title of authority in the Company or Related Entity, as applicable) by resolution or organizational document provided to and that has been accepted by Bank, and by which any business or governmental authority could reasonably conclude that such individual is duly authorized to act on behalf of the Company or the Related Entity, as applicable, to authorize entering into this Agreement, and to execute and deliver any request in connection with it obtaining or using any Service.

1.1.6 "Bank" means Pegasus Bank and each Subsidiary or Affiliate of Pegasus Bank that provides Services to the Company.

1.1.7 "Business Day" means any day on which a majority of Bank's offices are open to the public for substantially all banking functions. Saturdays, Sundays, federal or state holidays or any day recognized by a Federal Reserve Bank as a holiday shall not be considered a Business Day, even if Bank's offices are in fact open.

1.1.8 "Company" means an entity signing and or designated by this Agreement.

1.1.9 "Customer Service" means any Bank representative. Company may contact Customer Service as follows:

Pegasus Bank
 Treasury Management Department
 P.O. Box 7908
 Dallas, TX 75209-7908
 Phone: 214.353.3085
 E-mail: TM@pegasus.bank

1.1.10 "Exhibit" or "Exhibits" means any exhibit(s), addenda or appendices(s) attached to this Agreement and made a part hereof.

1.1.11 "On us" means an item that is drawn and deposited internally within the Bank, without having to ever leave the Bank's system.

1.1.12 "Originator" means a company, individual or entity that initiates entries into the ACH Network.

1.1.13 "Parent" means a legal entity 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 legal entity; or (b) possesses at least 50 percent of the voting power of the owners or members of another legal entity.

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

1.1.15 "Service" or "Services" means the Treasury Management Services and features of those services which we may provide from time to time pursuant to the terms of this Agreement. The Exhibits and appendices attached hereto are incorporated herein for all purposes by reference, including those which may be added by mutual agreement in the future, describe the Services.

1.1.16 "Subsidiary" means a legal entity for which another legal entity, 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 legal entity; or (b) possesses at least 50 percent of the voting power of the owners or members of the legal entity.

1.2 OTHER AGREEMENTS, LAWS AND REGULATIONS. In addition to this Agreement, the Services are provided to the Company subject to the following other agreements, laws and regulations, which are hereby incorporated into and made part of this Agreement:

1.2.1 The Exhibits;

1.2.2 The provisions of any future deposit account agreement;

1.2.3 The Uniform Commercial Code, as enacted in the State of Texas, and as amended there from time to time (the "TX UCC");

1.2.4 Any applicable automated clearinghouse operating rules, including, without limitation, the National Automated Clearing House Association Operating Rules and Guidelines (the "NACHA Rules") and the Check Clearing for the 21st Century Act ("Check 21 Rules"); and

1.2.5 Federal, state and local laws and regulations applicable to Bank or Company, including, without limitation, Regulation CC promulgated by the Board of Governors of the Federal Reserve System, 12 CFR Section 229.1, et seq., all Operating Circulars promulgated by the Board of Governors of the Federal Reserve System, the regulations promulgated by the Office of Foreign Assets Control ("OFAC"), the Electronic Funds Transfer Act and Regulation E of the Federal Reserve Board.

1.3 SERVICES. Bank will perform the Services in accordance with the terms of this Agreement. Bank may change the terms of this Agreement upon 30 days' notice.
 REVISED 2/2024

notice with the right of the Company to terminate upon written notice to the Bank. All provisions shall be in addition to and cumulative with the provisions of any applicable Exhibits.

1.4 FEES AND OTHER CHARGES. Company shall compensate Bank for the performance of the Services in accordance with the pricing established by Bank. Amounts payable by Company to Bank shall be collected on a monthly basis by Bank. Bank may collect any of the foregoing amounts and any other amounts due by Company to Bank hereunder or in connection with the provision of the Services to Company by debiting any of Company's accounts with Bank, billing Company, and/or setting off against any amounts Bank owes Company, without any obligation to give prior notice thereof to Company. Bank may change pricing from time to time by providing Company with thirty (30) days' written notice of a pricing change. If Company does not accept the pricing change, then Company must notify Bank within fifteen (15) days of the effective date of the pricing change. Company shall also pay all attorneys' fees and other costs and expenses Bank may incur in collecting any fees or other sums Company may owe to Bank in connection with the Services or in any action related to this Agreement. Bank shall also have the right to credit or debit any accounts of Company with Bank to correct any processing irregularity in connection with the Services. See Exhibit A for the Schedule of Fees in effect as of the date of this Agreement.

1.5 COMPANY ACCOUNT(S). The depository accounts established by the Company or its Affiliates at the Bank are listed in the implementation documents. These accounts, together with any other account subsequently established by the Company or any Affiliate at the Bank, are sometimes referred to herein as the "Company Accounts" or a "Company Account," and are hereby made subject to this Agreement. Company will at all times maintain with Bank, in the Company Accounts, collected balances sufficient to reimburse Bank for all items, orders for payment and other amounts which Bank pays on Company's behalf or are chargeable to Company hereunder. If a Company Account has insufficient funds to pay charges, orders for payment, or items on Company's behalf, Bank will have no obligation to pay such charges, orders or items or to give any notices or to take any remedial or other action, and may refuse to pay such charges or dishonor and return unpaid such orders or items, or Bank may debit and offset such amount against another Company Account unless such other Company Account is specifically designated as a "Special Account". If Bank pays such amounts, orders or items in the anticipation of the availability of sufficient collected funds, Company will, upon demand, immediately remit sufficient collected funds and Bank may exercise any legal right to collect such funds, including, but not limited to, set-off against any Company assets held by Bank or funds Company has on deposit in trust or otherwise whether represented by an account, certificate or time deposit. Company acknowledges and agrees that it is liable for and will pay Bank any fees or charges agreed to with respect to any Company Account as provided herein or in any account agreement or otherwise charged by Bank as provided herein or in accordance with its standard practices and procedures or which result from any services requested by the Company or any account deficit resulting from charges, overdrafts or account activity relating to a Company Account (the "Obligations"). The Company acknowledges and agrees that the Obligations may be deducted by Bank from any account of the Company or its Affiliate, as applicable, at the discretion of Bank.

1.6 AUTHORIZED SIGNERS AND USERS. Company shall appoint certain Authorized Signer(s) in this Agreement or in such other format as may be agreed by the Bank. Company agrees that Authorized Signers shall be authorized to act on behalf of Company in all actions taken under this Agreement and may enter into all transactions contemplated in this Agreement, including, without limitation, selecting Services for the benefit of the Company, appointing users to act on behalf of Company in the delivery of Services, signing additional documentation that may be necessary to implement Services and giving Company's instructions with regard to any Service, including, without limitation, funds transfers, ACH transfers, and other electronic or paper transfers from or to any Account. The Authorized Signer(s) designated in this Agreement shall appoint users to use the Services provided for the benefit of Company ("Authorized Users"). Authorized Users may act on behalf of Company for a particular Service in accordance with the relevant implementation documents or other document(s) establishing the Authorized Users' responsibilities. Company may revoke the authority of or change the Authorized Signers or Authorized Users at any time upon prior written notice and execution of additional documentation required by Bank. Such change or revocation shall not be binding upon Bank until it has received the required written notice and has had a reasonable opportunity to act thereon and has acknowledged receipt of written notice thereof. In any event, Bank may act on instructions that it believes in good faith were provided by an Authorized Signer or Authorized User, or anyone purporting to be an Authorized Signer or Authorized User. By giving Authorized Signers and Users authority to initiate payment orders and otherwise utilize Services, Company assumes all risks and responsibilities with respect to the actions of such persons. Company agrees that Authorized Signers and Users shall not be allowed to use Services in the absence of proper supervision and adequate safeguards. Company assumes full responsibility for any and all loss, liability and damages associated with Authorized Signers' and Users' use of Services.

1.7 STANDARD OF CARE. Bank agrees to use substantially the same type of procedures and equipment in performing Services for Company as Bank uses in performing similar services on its own behalf; provided, however, that Company agrees to assign Bank no responsibility beyond the duty to exercise ordinary care, and Company agrees that Bank shall be conclusively deemed to have exercised ordinary care if Bank has followed the procedures stated herein. The above standard of care and Bank's compliance with any instructions given it by Company, shall be considered commercially reasonable and meeting the standard of ordinary care.

1.8 LIMITATION OF LIABILITY. Notwithstanding any other provisions herein, in any Exhibit or Agreement, or in any other document or relationship between Company and Bank, Bank is not liable for and Company releases and waives all claims against Bank relating to any loss, damages or costs incurred by Company, or any other person or entity, whether or not Company's agent or employee, by reason of anything done or not done by Bank hereunder, including but not limited to, improper calculation or processing, transfer or investment of funds or failure to transfer or invest; dishonor or failure to dishonor; return or failure to return; payment, stop payment, or failure to pay or stop payment; processing of electronic transfer entries; or loss or delay of electronic transfers to or from Bank, unless resulting solely from Bank's bad faith or gross negligence. BANK SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCE FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY, OR SIMILAR DAMAGES, INCLUDING LOST PROFITS, LOSS OF USE, LOSS OF DATA OR COST OF COVER, IN CONNECTION WITH THIS AGREEMENT (WHETHER OR NOT THE LIKELIHOOD OF SUCH DAMAGE WAS KNOWN OR CONTEMPLATED BY BANK AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY OF LIABILITY WHICH COMPANY MAY ASSERT OR EVEN IF BANK HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES). Bank shall incur no liability for delays, errors, failures, or damages caused by (a) scheduled maintenance, or (b) circumstances beyond Bank's control including without limitation, conflicts with federal or state law or regulations, acts of civil or military authority, national emergencies, labor difficulties, fire, flood, catastrophe, acts of God, weather conditions, equipment failure or malfunction, software errors, conflicts between hardware or software protocols, refusal or delay of a service provider or another bank or financial institution, the unavailability of the Internet, computer hacking, cyber-attacks (including without limitation, Denial of Service (DoS)), material shortage, insurrection, war, riots or failure of power, communication or transportation, or government action. If Bank commits any error whatsoever in performing any Service or taking any action, Company's sole remedy against Bank is for Bank to refund its fee relating to the specific action, item or service to which the error relates, which refund shall in no event exceed Bank's fee for such Service for the month in which the error occurs. The terms of this section will survive the termination of this Agreement.

1.9 INDEMNITY. Company will indemnify, defend and hold harmless Bank, its officers, directors, shareholders, employees, agents, and contractors (collectively, the "Bank Parties") from and against any and all losses, costs, suits, damages, liabilities and expenses (including reasonable attorney's fees) arising from the services performed by any of the Bank Parties in connection with this Agreement, which Company or any other person may suffer or be liable for arising out of any errors, negligence, action, non-action, or involvement by Company or Bank under this Agreement. Company agrees that Bank Parties will not be liable (a) for the quality of performance or lack of performance of any computer software or hardware or Internet delivered Services supplied by Bank Parties to Company in connection with this Agreement or (b) for the transmission or failure of transmission of any information from Company to Bank or from Bank to Company. To the maximum extent permitted by law, the Company agrees that the Bank Parties will not be liable for events or circumstances beyond their reasonable control, including without limitation, the

circumstances described in Section 1.8, and the liability of Bank Parties will be limited to correcting errors caused by Bank Parties. In addition, Bank Parties will not be responsible for any act or failure to act by any correspondent bank, Federal Reserve Bank, SWIFT, NACHA, or any other third party. The terms of this Section 1.9 shall survive the termination of this Agreement.

1.10 TERM. Either party to this Agreement may terminate with or without cause, upon 30 days' written notice to the non-terminating party. However, notwithstanding the above, Bank may terminate this Agreement in whole or in part, at any time, without notice to Company or any party upon the happening of any of the following events or circumstances: (i) Company's violation or breach of, or default in the performance or observance of any material provision contained herein; (ii) default in the payment of any sum due and payable by Company to Bank hereunder or under any other agreement; (iii) misrepresentation by Company of any material fact in any statement, report or representation given or made to Bank in connection herewith; (iv) the seizure, attachment, garnishment or encumbrance by court order or legal process of any portion of the Company's deposit accounts, assets, or properties; (v) the Company's business failure, insolvency or bankruptcy; (vi) Company's default under any agreement between Company and Bank; or (vii) if any action be taken, or if there shall be any occurrence, which would or does have the effect of terminating, dissolving or winding up Company's business. No delay or failure of Bank to exercise any option or right herein given or reserved shall constitute a waiver of such option or right to stop Bank thereafter to exercise the same. Upon termination for any reason, Bank shall have no obligations or duties hereunder whatsoever.

1.11 REPRESENTATIONS AND WARRANTIES. Company and Bank respectively represent, warrant, and covenant that: (i) each is duly organized, validly existing, and in good standing in its state of organization; (ii) the execution, delivery and performance of this Agreement are within their respective powers, have been duly and validly authorized, and do not contravene their respective charters, by-laws, or any indenture agreement, undertaking, law, regulation or order binding them; (iii) no approval, consent or authorization of any government authority not obtained prior to the date hereof is necessary for execution, delivery or performance of this Agreement; and (iv) upon execution and delivery this Agreement will be a valid and binding obligation of Company and Bank enforceable with its terms.

EXCEPT AS PROVIDED HEREIN OR REQUIRED BY LAW, BANK MAKES NO REPRESENTATIONS, WARRANTIES, AGREEMENTS, OR GUARANTEES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO ANY ITEMS OR SERVICES HEREUNDER; ANY WARRANTIES UNDER THE TEXAS UCC; OR ANY REPRESENTATION AS TO COMPLIANCE WITH THE ELECTRONIC FUNDS TRANSFER ACT, REGULATION E OF THE FEDERAL RESERVE BOARD OR ANY STATE ELECTRONIC FUNDS TRANSFER STATUTE OR REGULATION. NO WARRANTIES EXTEND BEYOND THE FACE OF THIS AGREEMENT.

1.12 ARBITRATION ACTION. Any controversy or claim arising out of or relating to this Agreement, or the breach hereof, shall be settled by arbitration in the city of Dallas, Texas in accordance with Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator(s) shall be qualified in banking and securities law. Claims hereunder will be arbitrated on an individual basis and, as such, the arbitrator's authority is limited to claims between the Bank and you alone. You and Bank expressly agree that the arbitrator may not consolidate or join more than one person's or party's claims, and may not otherwise preside over any form of a consolidated or class proceeding or over claims brought in a purported representative capacity on behalf of the general public, other Bank Affiliates, or other persons or entities similarly situated. Furthermore, the arbitrator may award relief (including monetary, injunctive and declaratory relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party's individual claims(s). This agreement to arbitrate shall be specifically enforceable under applicable law in any court of competent jurisdiction. Company submits to jurisdiction in the State of Texas for any action or cause arising out of this Agreement and agrees that exclusive venue shall be in Dallas County, Texas.

1.13 NOTICES AND COMMUNICATIONS. All notices required and permitted hereunder, including all Exhibits, shall be in writing, by U.S. Mail, until the party changing its address actually delivers written notice of an address change to the other. If intended for Company, send to the address next to Company's signature line hereunder, and if to Bank, addressed as follows:

Pegasus Bank
Treasury Management Department
P.O. Box 7908
Dallas, TX 75209-7908

1.14 AUTHORITY. Bank may accept oral or written instructions (including written instructions sent via facsimile or other electronic transmission) from any Authorized Signer. Bank may require further written confirmation of instructions given orally or by facsimile. Each Authorized Signer is authorized to conduct any transaction within the scope of Services covered by this Agreement, including the applicable Service Exhibit(s) and related to the Company Account or Accounts specified in the applicable Service Exhibit(s). Bank may rely on any written notice containing signatures of an Authorized Signer if Bank believes, in good faith, that the signature is genuine. Unless the applicable Service Exhibit states otherwise, each Authorized Signer and Authorized User may act alone. If Bank receives conflicting instructions from Authorized Signer or an Authorized User, Bank may (a) honor one or more of the instructions received, (b) refuse to honor any of the instructions until Bank receives instructions to which all Authorized Signers and/or Authorized Users agree or (c) submit to a court all funds which are subject to the conflicting instructions (at which time Bank shall be automatically discharged from any obligations with respect to such funds).

1.15 REPORTING ERRORS. Company has sole audit responsibility for determining and ensuring the accuracy and validity of information, data, entries and processing services. Company must promptly report in writing any non-receipt of statements or other regular reports and any error in connection with any Services and any discrepancy between Company's records of its orders and requests (including wire and ACH payment orders) and the notices Company receives from Bank regarding Bank's execution of Company's orders and requests. Company agrees that thirty (30) days from when the statement is mailed or made available is a reasonable time for Company to notify Bank of discrepancies, including unauthorized and erroneous payment orders, unless any other portion of this Agreement, or any other applicable document, agreement or law or regulation provides for a shorter notification time, in which case such shorter time shall apply. Company agrees to provide Bank with all information it reasonably requests in connection with any discrepancy. This paragraph does not modify the Bank's Rules and Regulations Governing Deposit Accounts notification requirements regarding checks paid without a properly authorized signature or errors or discrepancies other than those specifically related to a Service.

1.16 EXTENSIONS OF CREDIT. Certain provisions of this Agreement may require Company to have specified amounts of collected or available funds in Company Accounts at Bank or an Affiliate Bank at certain times. Neither Bank nor the Affiliate Bank is obligated to extend credit to Company unless Bank has specifically agreed to do so in a separate writing and any conditions to that obligation have been satisfied. However, Bank has the option to extend credit to Company from time to time by permitting overdrafts in its Accounts, delaying collection of amounts due or otherwise. If Bank extends credit to Company, the outstanding principal amount is immediately due and payable and will bear interest from the date the credit is extended until it is repaid at a per annum interest rate determined by Bank, but not exceeding the lesser of 18% per annum or the maximum nonusurious rate of interest permitted under applicable Texas or federal law (whichever permits the higher rate). If Bank does not elect to extend credit to Company, Company must provide immediately available funds sufficient to satisfy its obligations under this Agreement.

1.17 FORCE MAJEURE. Bank will not be deemed to have breached this Agreement if it fails to perform because of a cause beyond the reasonable direct control

of Bank, and without fault or negligence of Bank. Examples of causes beyond the reasonable direct control of Bank include, without limitation: any failure or interruption of any electronic communication system between Company and Bank, equipment or software failure or malfunction, electrical computer, or mechanical failure or malfunction, action or inaction of governmental, civil or military authority, fire, strike, lockout or other labor disputes, flood, hurricane, war, theft, earthquake, natural disaster, default of common carriers or third party vendors or processors, and suspension in payments by another financial institution, or any other circumstance described in Section 1.8.

1.18 RECORDS AND ELECTRONIC FILES. All specifications, documents, electronic or digital data or media, files, records, programs, and disks generated and/or used by Bank under this Agreement are Bank's sole property unless otherwise provided herein. Bank may, at its sole discretion, make available such information upon Company's request. Any expenses incurred by Bank in making any such information available to Company shall be paid by Company. All data, files, reports, items or other materials which Company is required to furnish or perform, including electronic or digital files or data, will conform to Bank's computer and other specifications unless waived in writing by Bank. Bank is authorized, but not required, to record electronically telephone and other conversations or communications between Bank and Company's agents or employees.

1.19 CONFIDENTIALITY. Company acknowledges that it will have access to certain confidential information regarding Bank's execution of Service(s) contemplated by this Agreement. Company shall not disclose any such confidential information of Bank and shall use such confidential information only in connection with the transactions contemplated by this Agreement.

1.20 BINDING AGREEMENT; BENEFIT. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and permitted assigns. This Agreement is not for the benefit of any third party, and no third party shall have any right against Bank or Company hereunder.

1.21 SURVIVAL. The terms, provisions, representations and warranties contained in this Agreement which by their sense and context are intended to survive the performance hereunder shall so survive the completion of performance and termination of this Agreement.

1.22 COOPERATION IN LOSS RECOVERY EFFORTS. Bank and Company each agree to cooperate with the other party in performing loss recovery efforts in the event either party may be liable to the other for damages.

1.23 CONFLICTS. In the event of any disagreement hereunder, or if conflicting demands or policies are made upon Bank relating to this Agreement or any item or amount received by Bank hereunder, Bank may, at its option, refuse to comply with any claims or demands on it, or refuse to take any other action hereunder with regard to the subject matter of the dispute, so long as such dispute continues; and in any such event, Bank shall not be or become liable to any person for its failure or refusal to act, and Bank shall be entitled to continue so to refrain from acting until (a) the rights of all parties shall have been fully and finally adjudicated by a court of competent jurisdiction, or (b) all differences shall have been adjusted and all doubt resolved by agreement among all of the interested persons. The rights of Bank under this paragraph are cumulative of all other rights which it may have by law or otherwise.

1.24 SEVERABILITY. If one or more of the provisions of this Agreement (including the Instructions) should be or declared to be illegal or unenforceable in any respect under present or future laws or regulations effective during the term of this Agreement, the legality, validity and enforceability of the remaining provisions of this entire Agreement shall not be affected or impaired thereby; PROVIDED HOWEVER, that if this entire Agreement shall be or be declared to be illegal, invalid or unenforceable or should any regulatory agency direct Bank to discontinue providing the Services, the parties agree that payments or credits due up to that time shall be remitted or made, and this Agreement shall thereafter be immediately terminated without liability to either party.

1.25 E-MAIL COMMUNICATION. Company may transmit, and Bank will accept communication via email of notices, files, reports and other communication contemplated under this Agreement. Company acknowledges the inherent risk of email communication and understands that email addresses can be simulated and manipulated by third parties. If Company uses email in connection with the provision of Services, Company accepts all risk of loss of any kind or character which may result, and releases Bank from any liability related in any way to Company's use of email. Bank is not obligated to ask Company to verify its user IDs, passwords or other personal identifiers conveyed via email.

1.26 COURIER. If Company uses or requests Bank to use a courier to deliver or receive banking transactions, Company agrees that at all times and in all respects such courier is the agent of Company, not of Bank, and Company assumes all risk of loss (including loss or theft by third parties or employees of Company or courier) prior to Bank's acceptance of such transactions and subsequent to courier's acceptance of transactions from Bank.

1.27 APPLICABILITY OF DEPOSIT AGREEMENT. Company Accounts with Bank affected by this Agreement shall continue to be governed by the account agreement issued by Bank applicable to such Accounts, as it may be amended from time to time, except to the extent such agreement may be inconsistent with this Agreement, in which case this Agreement will control.

1.28 SERVICE AGREEMENTS INCORPORATED. All Service Exhibits, appendices and attachments referred to in this Agreement are incorporated in this Agreement for all purposes just as if such Service Exhibits or attachments were set forth in the entirety within this Agreement.

1.29 AMENDMENTS. The Bank may amend this Agreement in any respect and at any time. Unless otherwise required, Company is deemed to automatically consent to an amendment, which means that Company's written approval is not required for the amendment to apply to this Agreement. In certain instances, the governing law or Bank policies may require the Bank to secure Company's written consent before an amendment can be applied. If Company wants to withhold consent to an amendment, it must provide the Bank with a written objection within 30 days of the receipt date of the amendment.

1.30 SECURITY MEASURES & CRIMINAL ACTS OF THIRD PARTIES.

1.30.1 Security Procedures. By accessing Bank services, Company acknowledges that it has reviewed the security measures and protocols established by the Bank. Company agrees that the security measures employed by the Bank are commercially reasonable. Company agrees that Bank is not responsible for any losses due to the Company's lack of security protocols with regard to its own computer systems, networks, and authentication mechanisms (i.e., passwords, security tokens, etc.). Company understands the importance of these security measures and agrees that it is responsible for each of the following areas, which are also covered in Exhibit B attached hereto and incorporated herein by reference.

1.30.2 Access Controls. Security of Company passwords and access tokens is of the utmost importance. Specific security measures should be used to ensure the security of these passwords. Company agrees that it will (i) use passwords in a secure environment; (ii) allow only authorized users to have access to Company passwords; (iii) change Company passwords on a regular basis and (iv) immediately notify Bank if it believes that Company passwords granting access to Bank services have been compromised. If Company authentication credentials do fall into the wrong hands or are otherwise compromised, Company agrees it is responsible for losses incurred. Additionally, Company agrees to cooperate with Bank on any investigation and prosecution of any individuals who gain access to Company accounts through

the unauthorized disclosure or theft of Company authentication credentials.

1.30.3 System and Network Security. Company understands that there is a constant risk posed to its computer systems and networks by individuals attempting to gain unauthorized access. On a daily basis, computer systems run the risk of compromise through unauthorized access by hackers, malicious software (“malware”), and other threats that not only put the Company’s own data and employees at risk, but could also potentially compromise Company financial information and accounts. Financial losses resulting from such risk could cause the failure of Company’s business. Company explicitly acknowledges that Bank is not responsible for the safety and security of Company’s systems and networks. Company understands that its computer systems are vulnerable to various types of infiltration. Company will take responsible measures to protect its data by ensuring that proper security network devices are deployed, configured properly, and kept up-to-date with tools such as firewalls, proxies, intrusion detection and prevention systems, up-to-date anti-virus protection, operating system patches, and patches for third-party software packages like Adobe Acrobat, Internet Explorer, and Microsoft Office. Additionally, security audits should be performed by Company to ensure that the security measures it has in place are adequate and effective.

1.30.4 Security Awareness. Maintaining a secure network environment is a responsibility shared by Company, its agents, and employees. Thus, Company should educate its agents and employees on a regular basis on how to maintain a secure networked environment, including, but not limited to, (i) guidance regarding the threats posed by internet activity, and (ii) what to do if they think their computer is compromised or they receive suspicious e-mail communications.

1.30.5 Physical Security. Company agrees to ensure that security measures are in place to protect its computer systems and sensitive information from tampering and theft. Company agrees that only authorized personnel will have access to sensitive areas in which network or server devices are kept. If a security token or any physical security device used to access the Company’s accounts is lost or stolen, the Company agrees to immediately report it to Bank.

1.30.6 Disclaimer. Bank has no obligation to prevent, and has no liability for, loss resulting from infiltration of Company’s computer systems or any fraudulent or criminal activity by third parties. The Federal Deposit Insurance Corporation (FDIC) insures deposits from bank insolvency, not from losses resulting from any other cause. Bank, directly or through its third-party service providers, may implement various security measures or devices. Such security measures or devices are primarily for the benefit of Bank, and should not be relied upon by Company to prevent theft or other losses. Any security measure is subject to malfunction, tampering or human error and may be circumvented by the criminal conduct of third parties.

1.31 DETECTION OF ERRORS. Company agrees that Bank has no obligation or duty to detect errors with respect to any transaction even if Bank takes certain actions from time to time to detect them. However, if Bank detects an error with respect to a transaction, Bank will attempt to give Company notice of such error (but will not be liable for failing to do so), and Company agrees to furnish to Bank corrections promptly via the Service or as Bank shall direct. In the event Company discovers, or has reason to believe, that an error has been made with respect to any transaction, Company agrees to notify Bank immediately and take such corrective actions as Bank shall require.

1.32 NO DUTY TO INVESTIGATE. Company agrees that Bank has no duty to investigate the authenticity of any application, instruction, or other communication Company provides to Bank. Company further agrees that Bank has no liability to Company for acting upon any application, amendment or other communication purportedly transmitted by Company, even if such application, amendment or message (a) contains inaccurate or erroneous information; (b) constitutes unauthorized or fraudulent use of a Service; (c) includes instructions to pay money or otherwise debit or credit any accounts; or (d) relates to the disposition of any money, securities or documents. If a payment order or other transfer request (or cancellation or amendment) received by Bank was transmitted or authorized by Company, Company shall pay Bank the amount of the payment or other transfer request, whether or not Bank complied with the security procedures referred to in this Agreement or any Exhibit or supplement hereto.

1.33 NO INTERNET GAMBLING. The Unlawful Internet Gambling Enforcement Act of 2006 prohibits any person engaged in the business of betting or wagering from knowingly accepting payments in connection with the participation of another person in unlawful Internet gambling. Bank does not offer commercial account services to businesses that engage in Internet gambling activities or that process transactions related to Internet gambling activities. Bank prohibits Company from using any account at the Bank to process any transaction related to internet gambling activities and reserves the right to terminate all accounts of Company at the Bank, without notice, if Company violates this prohibition.

1.34 RELATED ENTITIES.

1.34.1 Joinder. By executing this Agreement, Company, each Related Entity of Company listed on the Related Entity Schedule hereto (if any), and Bank agree that each such Related Entity shall have all of the rights and obligations of, and shall for all purposes be a party under this Agreement as, a “Company.” Additional Related Entities can be added by executing Addendum A.

1.34.2 Joint and Several Liability. Company owns an interest in the entities listed on Addendum A and/or entities listed on Addendum A are owned in whole or in part by parties who own an interest in the Company. Accordingly, the term “Company,” “you” and “your” shall mean, jointly and severally, Company and the entities which now or hereafter become a party hereto by executing Addendum A. Each Related Entity who joins in the execution of Addendum A shall be jointly and severally liable for any and all obligations arising under this Agreement.

1.34.3 Role of Company; Responsibility. Each Related Entity hereby authorizes Company, and Bank may rely on Company’s authority, to act as agent for such Related Entity in connection with any and all matters relating to this Agreement, including, without limitation, administering the Services and originating transactions and Payment Orders, executing Implementation Forms and Requests, terminating this Agreement, agreeing to modifications and amendments to this Agreement, adding new Related Entities, and receiving notices under this Agreement (which will be effective against the Related Entity, even if such notices and communications are sent only to Company); any and all such actions by Company shall be binding on the Related Entities. Each Related Entity agrees that it is responsible for the payment of fees or maintenance of required balances for the Services that it receives from Bank, and for all obligations and liabilities it incurs.

1.34.4 Security Procedure Access and Use. Company and any Related Entity acknowledge and agree that the access credentials and Security Procedures provided by Bank to Company shall be used to access and use the Services. As such, Company and each Related Entity acknowledges and agrees that (a) Bank may rely on and act on any and all communications, instructions, and Payment Orders it receives through an access credential or security procedure assigned to the Company and Bank’s reliance shall not constitute negligence or willful misconduct or bad faith, (b) each Company and Related Entity shall be bound by such use of the Services and any instructions or Payment Orders and liable for any transactions debiting the Account(s) of the Related Entity, and (c) Bank shall have no liability or responsibility for notifying any Related Entity with which Company shares its access credentials or security procedures. Each Related Entity and Company understands and agrees that use of the Services and any transactions affecting each Related Entity’s Account(s) may be reflected on the records of Bank as having been initiated by Company.

1.34.5 Representations and Warranties. In the event that Company desires to obtain any Services under this Agreement for any Related Entity, Company shall list such Related Entities in Addendum A and such Related Entities shall execute Addendum A to evidence their joinder to this Agreement. Company makes the

following additional representations and warranties to Bank each time that Company lists a Related Entity that is authorized to obtain Services under this Agreement: (x) if Company is a Parent of any Related Entity listed, that Company 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) Company's ability to appoint a majority of the directors, managers or other members of the Related Entity's governing body, (B) Company's ability to determine the Related Entity's strategy and direction, or (C) Company's ability to bind the Related Entity to this Agreement; (y) if Company is a Subsidiary of any Related Entity listed, that Company has been duly authorized by the Related Entity to enter into this Agreement, to bind the 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 Company's ability to fulfill Company's obligations under this Agreement; (z) if Company is an Affiliate of any Related Entity listed, that Company is duly authorized by its governing documents, or by actions of the Related Entity, to enter into this Agreement, to bind the 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 Company's ability to fulfill Company's obligations under this Agreement.

1.34.6 Guarantee. Company unconditionally and irrevocably guarantees to Bank the full and prompt payment and performance by each Related Entity of all obligations any Related Entity may incur under this Agreement, including obligation for fees and charges, indemnification obligations, in any case that any payment to Bank by a Related Entity is set aside, rescinded or otherwise required to be returned in any bankruptcy or similar proceeding. Company agrees to pay any and all such amounts upon demand by Bank.

2. INTERNET BANKING SERVICES

2.1 INTERNET BANKING ACCOUNT ACCESS PROGRAM. Bank and Company have agreed that Bank will offer certain of the Services through an Internet-based program for banking and information services known as Pegasus Bank Treasury Management ("TMS"). Bank has entered into an agreement with Jack Henry & Associates ("Licensor"), pursuant to which Licensor will furnish, support and service the Internet-based banking program ("Products") used by Pegasus Bank Treasury Management. Bank reserves the right from time to time to replace the Licensor with another third-party vendor or replace the Product with generally equivalent Internet banking services. This Agreement applies to Product options available under Pegasus Bank Treasury Management.

2.2 SECURITY PROCEDURES.

2.2.1 Company acknowledges that the Product contains additional security procedures for conducting transactions within Pegasus Bank Treasury Management "TMS." These security procedures include multi-factor authentication that consists of a secure token code generated by either a hard token or a token app, or a one-time SMS text message code. Certain transactions may also require a callback from bank staff. Company acknowledges and agrees: (i) Company has thoroughly reviewed the security procedures of the Product; and (ii) Company will implement the security suggested with the Product and review any security initially set by Bank to ensure the security desired by Company.

2.2.2 Company agrees that the security procedures chosen by Company in this section constitute commercially-reasonable security procedures. Company acknowledges the security risks inherent in Internet services, assumes the risk that the security procedures Company selects are sufficient, and Company bears all risk of loss. Use of such one-time SMS text codes, token codes and security procedures will constitute conclusive proof that any transfer instructions received by Bank were approved and authorized by Company.

2.2.3 The Company agrees to establish and maintain procedures to safeguard and protect the security of all passwords and authentication tokens and the confidentiality of all information relating to their use.

2.2.4 Company agrees to keep the Bank informed of any changes such as employee terminations or changes to an employee's access rights to Pegasus Bank Treasury Management.

2.2.5 Company agrees to notify the Bank immediately by telephone, at the number Bank provides, if it believes information regarding an authentication token, login credentials or the in-session SMS text message code has been learned or used by an unauthorized person or the authentication token has been lost or stolen. The Company will follow-up with a same-day written confirmation of the telephone call to the Bank.

2.2.6 Company acknowledges that the authentication tokens assigned to the Company by the Bank are the property of the Bank and must be relinquished at the request of the Bank.

2.2.7 If Bank believes that security has been breached, Bank may deactivate, cancel or change authentication tokens or passwords without prior notice to Company or block access to Pegasus Bank Treasury Management without prior notice to Company until Bank is satisfied that security over access and use has been assured. The Company agrees to cooperate with the Bank in the investigation and prosecution of any person who has disclosed, obtained or used any authentication tokens or passwords without the Company's approval.

2.3 ONLINE ADMINISTRATOR. Company agrees to designate an Online Administrator(s) (herein so called). The Online Administrator(s) will be named in the implementation documents executed by an Authorized Signer. The Online Administrator(s) is responsible for setting up Services available through the Pegasus Bank Treasury Management and for establishing internal security procedures related to such Services, including, without limitation, system-wide configuration of the Accounts, assigning Authorized Users, establishing authority levels, establishing authorization requirements, distributing and re-setting passwords and other internal security devices related to the Services. Designation of the Online Administrator may be amended or revoked from time to time upon notice to the Bank. Bank shall have reasonable time to act on any such notice.

2.4 CONFIDENTIAL INFORMATION. Any accompanying materials and documentation supplied under this Agreement, as well as the ideas and concepts incorporated in such items, are confidential to and trade secrets of Bank and Licensor ("Confidential Information"). Company agrees to provide Confidential Information only to those employees, agents, and independent contractors who are required to know of its existence. Company shall inform all such individuals of the confidential nature of the Confidential Information, and such persons shall be bound by the confidentiality terms and conditions of this Agreement. Company further agrees to take all other actions necessary or appropriate to preserve the confidentiality of the Confidential Information and to protect and secure the Product in a manner consistent with Bank's and Licensor's rights. Except as specifically provided in this Agreement, Company agrees not to publish, disclose, display or otherwise make available any Confidential Information without the advance written consent of the Bank and Licensor. The provisions of this Section 2.4 shall survive the termination of this Agreement.

2.5 BANK'S LIMITED WARRANTIES. Subject to all terms of this Agreement, in the event the Product or any portion of the Product is held to constitute an infringement of any third party's rights such that use of such Product by Company is prohibited, Bank and Licensor shall, at their election, (i) promptly procure the right for Company to utilize the Product, or (ii) notify Company of their intent to discontinue use of the Product and provide alternative Products providing substantially equivalent services.

2.6 **ERRONEOUS TRANSACTIONS.** If Company requests Bank to transmit a transaction in an amount other than the authorized or proper amount, or requests Bank to withdraw funds from an unauthorized or improper account, Company (a) will be responsible for all resulting losses, damages and liabilities, (b) waives and releases Bank from any claim, liability, or responsibility relating to the transactions; and (c) agrees to defend, indemnify and hold Bank harmless from all claims, demands, losses, liabilities, costs and expenses, including attorney's fees and costs, resulting or arising from the transaction. The terms of this Section 2.6 shall survive the termination of this Agreement.

3. BILL PAYMENT SERVICE

3.1 **SERVICES.** Services are provided by iPay, a Jack Henry & Associates company. By signing this Agreement and using Bill Payment Services, Company agrees to iPay's terms and conditions for providing Bill Payment Services.

3.2 **PAYMENT SCHEDULING.** For all electronic payments, funds will be deducted from your Pegasus Bank account into an iPay settlement account on the Process Date. The Process Date is automatically chosen two days prior to the due date. The funds are sent to the individual or business to who payment is to be made (the "Payee") on the next available Business Day. Transactions begin processing four (4) Business Days prior to your scheduled payment date. For all check payments, iPay will print the subscriber's account number and routing number on the check; therefore, the funds are not deducted from the subscriber's account until the Payee cashes it.

3.3 **THE SERVICE GUARANTEE.** Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Payees or financial institutions, some transactions may take longer to be credited to your account. The Service and Bank will not bear responsibility for any charges related to late payment.

3.4 **PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE.** By providing the Service with names and account information of Payees to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Payee directives.

3.5 **PAYMENT METHODS.** The Service reserves the right to select the method in which to remit funds on your behalf to your Payee. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment.

3.6 **PAYMENT CANCELLATION REQUESTS.** You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited; therefore, a stop payment request must be submitted.

3.7 **STOP PAYMENT REQUESTS.** The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

3.8 **PROHIBITED PAYMENTS.** Payments to Payees outside of the United States or its territories are prohibited through the Service.

3.9 **BILL DELIVERY AND PRESENTMENT.** This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Payees directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

3.9.1 **INFORMATION PROVIDED TO THE PAYEE.** The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Payee. Any changes will need to be made by contacting the Payee directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Payee sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill.

3.9.2 **ACTIVATION.** Upon activation of the electronic bill feature the Service may notify the Payee of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Payee. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Payee reserves the right to accept or deny your request to receive electronic bills.

3.9.3 **NOTIFICATION.** The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically log on to the Service and check on the delivery of new electronic bills. The time for notification may vary from Payee to Payee. You are responsible for ensuring timely payment of all bills.

3.9.4 **CANCELLATION OF ELECTRONIC BILL NOTIFICATION.** The electronic Payee reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee. The Service will notify your electronic Payee(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

3.9.5 **NON-DELIVERY OF ELECTRONIC BILL(S).** You agree to hold the Bank and iPay harmless should the Payee fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.

3.9.6 **ACCURACY AND DISPUTE OF ELECTRONIC BILL.** The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information Bank receives from the Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly.

3.9.7 **LEGAL OBLIGATIONS TO PAYEE.** This Agreement does not alter your liability or obligations that currently exist between you and your Payees.

4. BALANCE REPORTING SERVICES

4.1 **SERVICES.** The Balance Reporting Service allows the Company to view account activity, create custom reports and perform transaction searches. Company authorizes and directs Bank, upon an Authorized Signer's request, to add Company Accounts to Pegasus Bank Treasury Management.

5. ACH SERVICES

5.1 SERVICES. Company wishes to initiate credit and/or debit entries pursuant to the terms of this Agreement and the Operating Rules and Operating Guidelines that have been adopted by the National Automated Clearing House Association (“NACHA”), hereinafter collectively called “Rules,” and Bank is willing to act as an Originating Depository Financial Institution (“ODFI”) with respect to such Entries. Company agrees to abide by the Rules as stated in the current year’s edition of *NACHA Operating Rules* and as amended from time to time. Company acknowledges that the Bank provides access to the current *NACHA Operating Rules*. A physical copy of the Rules may be purchased through the Bank at any time.

5.1.1 TYPE OF ENTRIES.

- a. **ARC – Accounts Receivable Entry** – An ACH debit created from a check received in the U.S. Mail or a drop box location and converted to an ACH debit. (Refer to the *NACHA Operating Rules* regarding items eligible for check conversion).
- b. **BOC – Back Office Conversion** – During back-office processing, an ACH debit is created from a check received at the point of check being tendered or received at a “manned” bill payment location for in-person payments. (Refer to *NACHA Operating Rules* regarding items eligible for check conversion).
- c. **CCD – Cash Concentration or Disbursement** – A credit or debit Entry where funds are either distributed or consolidated between corporate entities.
- d. **CTX – Corporate Trade Exchange** – A credit or debit Entry between trading partners, in which payment-related information is placed in multiple addenda records.
- e. **IAT – International ACH Transaction** – A credit or debit Entry that is part of a payment transaction involving a financial agency’s office that is not located in the territorial jurisdiction of the United States. (Refer to the *NACHA Operating Rules* for further definitional details.)
- f. **Same Day ACH** – A credit or debit Entry for which the effective date is the same Business Day as the date on which the Entry is transmitted by the ODFI to its ACH Processor, and is transmitted by the ACH Processor’s deadline for same-day processing and settlement.
- g. **POP – Point-of-Purchase** – ACH debit application used by Originators as a method of payment for the in-person purchase of goods or services by receivers (check conversion). (Refer to the *NACHA Operating Rules* regarding items eligible for check conversion).
- h. **PPD – Prearranged Payment and Deposit**
 - i. **Direct Deposit** – The transfer of funds into a consumer’s account. Funds being deposited can represent use cases such as payroll, interest, pension or dividend payments.
 - ii. **Direct Payment or Direct Debit** – The debiting of funds from a consumer’s account. This includes recurring bills that do not vary in amount—insurance premiums, mortgage payments, charitable contributions, and installment loan payments—or standing authorizations where the amount does vary, such as utility payments.
- i. **RCK – Re-presented Check** – An ACH debit application used by Originators to re-present a consumer check that has been processed through the check collection system and returned because of insufficient or uncollected funds. (Refer to the *NACHA Operating Rules* regarding items eligible for check conversion).
- j. **TEL – Telephone-Initiated Entry** – This is used for the origination of a single debit Entry to a consumer’s account pursuant to an oral authorization obtained from the consumer via the telephone.
- k. **WEB – Internet-Initiated Entry** – A debit Entry or enrollment in recurring debit to a consumer account initiated by an Originator pursuant to an authorization that is obtained from the receiver via the Internet.

Herein, the above may be referred to individually as an “Entry” or collectively as “Entries.”

5.2 RULES. Company agrees to comply with and be bound by the current Rules in existence which may be amended from time to time. The duties of Company set forth in this Agreement in no way limit the requirements of complying with the Rules. Any fines or liabilities imposed against Bank for a violation of the Rules caused by an action and/or inaction of Company may be assessed against Company. Costs associated with Rules publications and/or association membership will be the responsibility of Company. Company agrees that any Third-Party Sender used by Company has entered into an appropriate agreement under which the Third-Party Sender is bound by the Rules and acknowledges that Entries may not be initiated that violate the laws of the United States and/or the Rules.

5.3 TRANSMITTAL OF ENTRIES BY COMPANY. Company shall deliver or transmit Entries to Bank to be processed in accordance with the provisions of the Service Exhibit attached hereto and incorporated herein by this reference. The total dollar amount of Entries transmitted by Company to Bank on any one day shall not exceed the dollar limitations as set forth in the Exhibit.

5.3.1 Same-Day ACH Entries. Company may request ability to initiate Same-Day ACH Entries by contacting the Bank. If Bank approves Company’s request to be able to initiate Same-Day ACH Entries, Company may designate certain Entries to be originated as Same-Day ACH Entries. Same-Day ACH Entries delivered to the Bank shall be prepared and submitted in compliance with the instructions and other requirements set forth in the NACHA Rules and these Terms and Disclosures. Company understands that any Entries above \$1,000,000.00 or other limit imposed by NACHA Rules, International ACH Transactions (using the IAT standard entry class code), and Automated Enrollment (ENR) Entries are not eligible for Same-Day processing, and Company further agrees it will not structure Entries to avoid these eligibility restrictions.

5.4 SECURITY PROCEDURE. Company and Bank shall comply with the Security Procedures with respect to Entries transmitted by Company to Bank. Company acknowledges that the purpose of the Security Procedure is for verification of authenticity and not to detect an error in the transmission or content of an Entry. No security procedures for the detection of any such error have been agreed upon between the Bank and the Company.

5.5 COMPLIANCE WITH SECURITY PROCEDURES. The authorizations and the Security Procedures shall apply equally to Entries and requests for cancellation or amendment of Entries. Accordingly, in this Section 5, “Entry” shall be construed to include requests for cancellation or amendment of Entries.

5.5.1 If an Entry received by Bank was transmitted or authorized by Company, or if an Entry received by Bank purports to have been transmitted or

authorized by Company, and Bank has complied with the Security Procedures provided for herein, then, in either case, it will be deemed effective as Company's Entry. If signature comparison is to be part of that security procedure, Bank shall be deemed to have complied with that part of such procedure if the signature accompanying a file or Entries bears any resemblance whatsoever to the signature of the Company's authorized signer for submission of Entries.

5.5.2 Company is responsible for maintaining the confidentiality of the Security Procedures hereunder and shall promptly report to Bank any breach thereof. Bank shall have no liability for losses occasioned by Company's failure to maintain the confidentiality of its security procedures.

5.5.3 Bank may change, add or delete any procedures established pursuant to this Agreement, from time to time, upon notice to Company.

5.6 **VERIFICATION.** Bank shall be entitled, at its sole discretion, but not obligated, to seek verification or authentication of any file or Entries by contacting Company by telephone or any other means set forth in any regulation or publication made available to Company or otherwise deemed reasonable by Bank provided, however, that so long as Bank complies with the security procedures as set forth in the Service Exhibit, Bank shall have no obligation to seek verification or authentication. If Bank is unable to obtain any verification or authentication sought by it, Bank may, at its sole discretion, either effect or refuse to effect the Entries.

5.7 **PROCESSING, TRANSMITTAL AND SETTLEMENT BY BANK.**

5.7.1 "Effective Entry Date" means a date specified in an Entry on which the Originator or Company instructs that the payment is to be made.

5.7.2 Except as otherwise provided herein, Bank shall (i) process Entries received from Company to conform with the file specifications set forth in the Rules, (ii) process and/or transmit such Entries as an ODFI to a receiving account or ACH Processor for further processing, and (iii) settle for such Entries as provided in the Rules.

5.7.3 Bank shall transmit any Entries requiring further processing to the ACH Processor by the deadline of the ACH Processor prior to the effective date shown in such Entries, provided (i) such Entries are received before Bank's related cut-off time, and (ii) the Effective Entry Date follows receipt by Bank of such Entries by at least the number of days required in the *NACHA Rules*. Bank will provide Company with cut-off deadlines which may be amended from time to time. Entries shall be deemed received by Bank when Company has complied with the *NACHA Rules* by delivery of Entries and all security procedures in Exhibit B.

5.7.4 If one of the requirements of clause (i) or (ii) of Section 5.7.3 is not met, Bank shall use reasonable efforts to transmit such Entries to the ACH Processor by the next deposit deadline of the ACH Processor.

5.7.5 Bank's cut-off time for Same-Day ACH Entries is 2 p.m. Central Time each Business Day.

5.8 **ON-US ENTRIES.** Except as provided in Section 5.9, in the case of any Entry received for credit/debit to an account maintained with Bank (an "On-Us Entry"), Bank shall credit/debit Receiver's account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirements set forth in clauses (i) and (ii) of Section 5.7.3 are met. If one of those requirements is not met, Bank shall use reasonable efforts to credit/debit the Receiver's account for the Entry on the next Business Day following such Effective Entry Date.

5.9 **REJECTION OF ENTRIES.** Bank shall reject any Entry that does not comply with the requirements hereof, or that contains an Effective Entry Date more than thirty (30) days after the Business Day such Entry is received by Bank. Bank shall have the right to reject an On-Us Entry for any reason for which an Entry may be returned under the Rules. Bank shall have the right to reject any Entry if Company has failed to comply with its account balance obligations under Section 5.13. Bank shall notify Company by phone or electronic transmission of such rejection no later than the Business Day such Entry would otherwise have been transmitted by Bank to the ACH Processor or, in the case of an On-Us Entry, its Effective Entry Date. Bank shall have no liability to Company by reason of the rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided herein.

5.10 **CANCELLATION OR AMENDMENT BY COMPANY.** Company shall have no right to the cancellation or amendment of any Entry after its receipt by the Bank. Bank shall use reasonable effort to act on a request by Company for cancellation of an Entry if such request is made prior to transmitting the Entry to the ACH Processor or, in the case of an On-Us Entry, prior to crediting/debiting a Receiver's account, provided such request is received by Bank at a time and in a manner affording Bank a reasonable opportunity to act on the request and provided the request complies with the security procedures for cancellation set forth in the Service Exhibit; but Bank shall have no liability if such cancellation is not effected.

5.11 **NOTICE OF RETURNED ENTRIES.** Bank shall promptly notify Company by mail or by electronic access of the receipt of a returned entry from the ACH Processor. Except for an entry retransmitted by Company in accordance with the requirements in Section 5.1, Bank shall have no obligation to retransmit a returned Entry to the ACH Processor if Bank complied with the terms of this Agreement with respect to the original Entry.

5.12 **PAYMENT.** Company shall pay Bank the amount of each Entry transmitted by Bank pursuant to this Agreement at such time on the Settlement Date with respect to such Entry as Bank, at its discretion, may determine, and the amount of each On-Us Entry at such time on the Effective Entry Date of such Entry as Bank, at its discretion, may determine.

5.13 **THE ACCOUNT.** Bank may, without notice or demand, obtain payment of any amount due and payable to it under this Agreement by debiting the Company Account(s), and shall credit the Account for any amount received by Bank by reason of the return of an Entry transmitted to Bank for which Bank has previously received payment from Company. Such credit shall be made as of the day of such receipt by Bank. Company shall at all times maintain a balance of collected funds in the Account sufficient to cover its payment obligations under this Agreement. In the event there are not sufficient collected funds in the Account to cover Company's obligations under this Agreement, Company agrees that Bank may, in its discretion, reverse all Entries, refuse to process Entries, require Company to deposit additional funds before the Entries are processed, and/or debit or place a hold on funds in any Company Account, and that Bank may set off against any amount it owes to Company in order to obtain payment of Company's obligations under this Agreement.

5.14 **ACCOUNT RECONCILIATION; DUTY TO REPORT DISCREPANCIES.** Entries debited or credited to Company's Account maintained with Bank will be reflected on Company's periodic statement issued with respect to the Account pursuant to this Agreement between Bank and Company. Company will be required to notify Bank of any discrepancy or error therein as stated by the Rules. If Company fails to notify Bank of any such discrepancy or error within the time specified by the Rules, Company agrees that Bank shall not be liable for any other losses resulting from Company's failure to give such notice or any loss of interest with respect to an Entry shown on such periodic statement. Failure of Company to notify Bank of any discrepancy or error within time period specified by the Rules shall relieve Bank of any liability for any Entries reflected in the statement.

5.15 **COMPANY REPRESENTATIONS AND AGREEMENTS; NOTICE OF PROVISIONAL PAYMENT.** Company represents to Bank that (a) each person shown as the Receiver on an Entry has authorized the Entry prior to its submission to Bank and such authorization is and shall remain in effect until the Receiver's account is debited or credited, and (b) each Entry transmitted to Bank conforms to Company's obligations under this Agreement, the *ACH Operating Rules*, and all applicable laws and

regulations, including, but not limited to, the sanctions laws, regulations, and orders administered by OFAC; laws, regulations, and orders administered by FinCEN; the Electronic Funds Transfer Act; and Article 4A of the TX UCC. Company agrees to be bound by the Rules as in effect from time to time, including, without limitation, the provision thereof making payment of an Entry by the Receiving Depository Financial Institution (“RDFI”) to the Receiver provisional until receipt by the RDFI of Final Settlement for such Entry; and specifically acknowledges that it has received notice of that 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 Company shall not be deemed to have paid the Receiver the amount of the entry. “Final Settlement” with respect to any Entry shall be the day upon which such Entry is posted to the account of RDFI by Bank or a Federal Reserve Bank in accordance with the Rules. Such Entry may also be made by Bank as originator for direct Bank Affiliate Entries.

5.16 INCONSISTENCY OF NAME AND ACCOUNT NUMBER. Company acknowledges and agrees that if an Entry describes the Receiver, RDFI, or any intermediary bank inconsistently by name and number (account number in Receiver’s case; bank number in Bank’s case), payment might be made by the intermediary bank or RDFI on the basis of the number even if it identifies a person or bank, as the case may be, different from the named Receiver or bank, and the Company’s obligation to pay the amount of the Entry to Bank is not excused in such circumstances.

5.17 EVIDENCE OF AUTHORIZATION. The Originator will (a) obtain all authorizations and consents required by the NACHA Rules and (b) retain such authorizations and consents for at least 2 years after their expiration.

5.18 AUDIT. Upon the request of the Bank, the Bank shall be entitled to audit the Entries initiated by Company, together with all associated documentation and data, to determine the Company’s compliance with the Rules and this Agreement.

5.19 BREACH OF RULES. If the Company breaches the Rules or causes the Bank to breach the Rules, this Agreement may be terminated or suspended by the Bank upon ten (10) Business Days’ notice.

5.20 WAIVER. The ODFI may waive any provisions of this Agreement without changing its rights with respect to another transaction or modifying the terms of this Agreement.

5.21 TERMINATION. In addition to any other termination or suspension rights the Bank may have, if Company breaches the Rules, or causes Bank to breach the Rules, this Agreement may be terminated or suspended by the Bank upon five (5) days’ written notice.

6. ACH SECURITY PROCEDURES

6.1 ACCEPTANCE/REJECTION OF ENTRIES. All ACH input files containing Entries must be set up, pre-noted and approved by Bank before being processed. Pre-note files must be transmitted to the Bank no less than two (2) Business Days prior to transmitting the “live-dollar” file.

6.2 VERIFICATION OF FILE AUTHENTICITY AND ACCURACY. Bank will notify Company when a file has been rejected for any reason specified in section 6.1 hereof.

6.3 INTERNET AUTHENTICATION AND FILE VERIFICATION. When files are submitted online via Pegasus Bank Treasury Management or an FTP site, prior to file transmission, authentication of a file of Entries will be determined based on the system configuration. If this information is authenticated, the Company may initiate the file transmission. Company agrees that it, and not Bank, has control over Company’s computer systems; accordingly, Company assumes all liability related to connecting and securing telephone line to the proper computer as well as complete control over the physical security of their hardware.

6.4 CANCELLATION OR AMENDMENT REQUESTS. A request that an Entry be amended or canceled by Bank may be given to Bank by an Authorized Signer of the Company. Bank may place a call to Company’s Authorized Signer(s) to authenticate such request. Bank shall be relieved of liability for acting on phone or facsimile instructions Bank reasonably believes to be those of Company’s Authorized Signer.

7. FUNDS TRANSFERS

7.1 SERVICES. Company authorizes Bank to receive, execute and charge Company Accounts without limit as to amount, unless an amount limit is specifically set forth in writing signed by both parties, for “Funds Transfer” (“Transfer”) requests, when such requests are received in accordance with the procedures specified herein. A Funds Transfer is completed by means an instruction from Company to Bank, transmitted orally, electronically, or in writing, to initiate a Funds Transfer of a fixed or determinable sum of money from one of Company’s Accounts to another of Company’s Accounts.

7.2 AUTHORIZED USERS. Company will designate to Bank in the form required by Bank those individuals authorized to instruct Bank regarding Transfers including without limitation, individuals authorized to initiate Transfers and select advice methods, confirmation methods, and any or all authorization and instructions that may be requested by Bank. Bank may rely on such authorization until it has been revoked in writing by Company. The Online Administrator will bear the sole responsibility of maintaining or terminating all Authorized Users with the ability to create or initiate online Transfer requests. Bank shall have a reasonable time to process any revocation received pursuant to this section.

7.3 CONTENT OF TRANSFER REQUESTS. Company will supply to Bank any information Bank may reasonably request regarding any Transfer Request initiated by Company, including, without limitation, money amounts, affected accounts, dates of transfer, the account number, such additional information as Bank may reasonably request and, if necessary, further evidence of any Authorized User’s authority to transfer funds or to do any other act contemplated by this service.

7.4 EXECUTION OF TRANSFER REQUESTS. Company authorizes Bank to execute and charge Company’s Account(s) with Bank for Transfer Requests delivered to Bank in accordance with this Agreement. Bank has no obligation to execute a Transfer Request if Company’s Account to be charged has insufficient collected and available funds to cover funds transfer.

7.5 REJECTION OF TRANSFER REQUESTS. Bank may reject a Transfer Request from Company if such request is not initiated in accordance with the applicable security procedure, if there is any inconsistency between a Transfer Request and information previously supplied to Bank, if Bank is unable to obtain confirmation of such Transfer Request satisfactory to Bank, if there are insufficient available and collected funds in Company’s specified Account to fund the Transfer Request, or if Bank has other reasonable grounds not to honor the payment order. Bank may also reject an incoming Funds Transfer if it has reasonable grounds to do so.

7.6 STANDING FUNDS TRANSFERS. If requested by Company and agreed to by Bank, Company may initiate a standing Transfer Request, which is one where the Company pre-programs the beneficiary, the beneficiary’s financial institution, and the Accounts to be debited and credited and such information remains constant for subsequent funds transfer requests. Company shall provide Bank with the necessary information to execute the standing Transfer Request, including, without limitation, the dollar amount to be transferred or the desired peg balance, the frequency of the Transfer Request and the day of the week or month when the Transfer Request is to be executed. Company may terminate a standing Transfer Request at any time upon receipt by Bank of a written notice. Bank shall have a reasonable time to act on such notice.

7.7 TRANSFER REQUESTS INITIATED THROUGH PEGASUS BANK TREASURY MANAGEMENT ONLINE BANKING APPLICATION. If requested by Company and agreed to by Bank, Company may initiate Transfer Requests from the Pegasus Bank Treasury Management application, subject to the provisions of this Agreement. The confirmation of Transfer Requests initiated by Company through Pegasus Bank Treasury Management shall be verified and approved by Company prior to their transmission to the Bank. All Transfer Requests shall be initiated and confirmed in accordance with the security procedures established by Bank for this Service. Company agrees that it, and not Bank, has control over Company's computer systems; accordingly, Company assumes all liability related to connecting and securing telecommunications lines to the proper computer as well as complete control over the physical security of its hardware.

7.8 LIABILITY. For Transfer Requests and for Bank's other obligations under this Agreement related to Transfers, Bank will not be liable for any damages arising out of or relating to Bank's performance under this Agreement other than those damages which directly result from Bank's acts or omissions constituting gross negligence or willful omission, subject to the limits set forth below. Bank's liability is limited to direct money damages Company actually incurs in an amount not exceeding the greater of (i) the compensation Bank receives according to Company's account analysis statement during the month in which such acts or omissions occurred, or (ii) the amount, if any, of funds transferred from an Account with Bank owned or controlled by Company (a) exceeding the amount specified in the applicable Transfer Request or (b) to an account not specified in the applicable Transfer Request. However, Bank will not be liable for any damages unless Company reports such to Bank within fourteen (14) days of the date Company receives the Advice of the erroneous Transfer, or the monthly statement which reflects such erroneous Funds Transfer.

7.9 BANK'S AND COMPANY'S REPRESENTATION AND DUTIES.

7.9.1 Company. Company represents that neither this Agreement nor any transaction contemplated hereby will violate any currency exchange control regulation or any other legal restriction applicable to Company or such transaction, and Company authorizes and directs Bank to execute all Transfer Requests. Company will assume full responsibility for all Transfers executed by Bank in good faith and in accordance with the procedures established herein and agrees that Bank shall be conclusively deemed to have discharged its duty to act in good faith if it has followed the transfer procedures as contained herein and in the attached Exhibits and Bank's operating procedures or other documents of similar import, and agrees that Bank assumes no responsibility beyond its duty to exercise ordinary care.

7.9.2 Bank. Bank's duties and responsibilities are limited to those described in this Agreement and to act in good faith with ordinary care. **COMPANY WILL INDEMNIFY AND HOLD BANK HARMLESS TO THE FULLEST EXTENT PROVIDED FOR INDEMNITIES UNDER SECTION 1.9 FROM ANY CLAIMS, DEMANDS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS), LOSSES, OR DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF BANK'S ACTING UPON A PAYMENT ORDER BY PERSONS PURPORTING TO BE AUTHORIZED USERS AND WHICH TRANSFERS ARE MADE BY BANK IN ACCORDANCE WITH THIS AGREEMENT OR FROM BANK'S REFUSAL TO ACT UPON REQUESTS NOT MADE IN ACCORDANCE WITH THIS AGREEMENT OR WHICH CANNOT BE AUTHENTICATED BY BANK IF BANK ELECTS TO ATTEMPT AUTHENTICATION.** The terms of this Section 7.9.2 shall survive the termination of this Agreement.

7.10 NOTIFICATION OF ELECTRONIC FUNDS TRANSFERS. Bank will provide notifications daily via mail or electronic access to Company (an "Advice") of all Funds Transfers made which affect Company Accounts. Company agrees to exercise ordinary care to determine whether an Advice or a monthly statement contains an error or if there is any discrepancy between Company's records and the notification mailed by Bank. Company further agrees that Company's right to assert a claim against Bank with respect to any Funds Transfer reasonably identified on a monthly statement or Advice shall expire (if not reported to Bank) after thirty (30) days of Company's receipt of the Advice or statement, whichever first occurs.

7.11 MISCELLANEOUS; OPERATING PROCEDURES. All requests by Company for Transfers shall conform to the procedures as Bank may from time to time prescribe. Bank may change these procedures from time to time upon three (3) days' prior written notice to Company. Company further agrees that it will prevent the disclosure within and outside of its organization, except on a "need to know" basis, of any of Bank's procedures relating to Transfers. If the confidentiality of the procedures is compromised, Company will notify Bank immediately.

7.12 AMENDMENT. Bank may change, add or delete any procedures established pursuant to this Section 7.

7.13 CANCELLATION OR AMENDMENT OF TRANSFER REQUESTS. A request that a Transfer Request be amended or canceled by Bank may be given to Bank by an Authorized User by phone, email or facsimile. Bank may place a call to an Authorized Signer to authenticate request. Bank shall be relieved of liability for acting on phone, email or facsimile instructions Bank reasonably believes to be those of an Authorized Signer or Authorized User.

8. WHOLESALE LOCKBOX SERVICES

8.1 SERVICES. Company may request Bank to establish one or more lockboxes under the Bank's custody and control. Bank and Company shall execute and comply with the policies and procedures established for lockboxes. Following implementation of the lockbox, the items will be delivered to a third-party lockbox facility, who will process items in accordance with standard procedures and all checks, evidences of payments or accompanying documents delivered by U.S. mail or otherwise to the post office box ("Remittances.") The funds will then be credited to the appropriate depository Account at Bank.

8.2 ACCEPTABLE CHECK ITEMS. An acceptable check is one which conforms with the following:

8.2.1 Payee. The name of the payee on the check shall be the Company or an assumed name of the Company as verified by Bank or a reasonable variation thereof.

8.2.2 Date. The date of the check may be any date which is not six months old or older and not postdated two days or more, or the date may be missing, in which event the Bank shall insert the current date and deposit the check.

8.2.3 Amount. Either a written or numerical amount shall be given, but if both are provided and they differ, the Bank will use the written amount.

8.2.4 Signature. The check must bear the drawer's signature or indicate the drawer's name. If there is no signature but the drawer's name is indicated on the check, the Bank will affix a stamp requesting the drawee bank to contact the drawer for authority to pay the check.

8.2.5 Alterations or Restrictions. Bank will attempt to identify and segregate any items bearing restrictive notations such as "Payment in Full," "Balance on account," or "Final Settlement." Unless otherwise instructed by Company, all items so identified will not be deposited. However, Bank shall have no liability to any person should it process and deposit an item bearing any such restrictive notation.

8.2.6 Cash. If cash is received in the lockbox, a money order will be purchased and deposited into the Company's Account. Company will assume responsibility for the fees associated with purchasing the money order. However, Bank shall assume no liability for cash received by mail.

8.3 PROCESSING OF ACCEPTABLE CHECKS. Acceptable checks shall be processed and deposited in the following manner:

8.3.1 **Endorsement.** An endorsement will be applied to each check reflecting credit to the named payee.

8.3.2 **Deposits.** Each check shall then be deposited to the Company Account selected by the Company, and the collection of the checks shall be governed by the TX UCC. The Company's signature card agreement and any other provisions applicable to the Account as well as this Agreement shall apply to such deposit.

8.3.3 **Remittance Material Disposition.** All statements, invoice communications and other papers accompanying such checks shall be delivered to the Company in the customary manner or in such other manner as may be specified by the Company. With the consent of the Bank and if Company so instructs, a photocopy will be made of each check deposited and such photocopy will be enclosed or attached to the envelope and accompanying papers and distributed to the Company.

8.3.4 **Record Maintenance.** The Bank will maintain a record of each check deposited. Said record will be retained by the Bank for seven (7) years, in order to reconstruct any specific deposit by means of duplicate photocopies should the need arise and a request be made by the Company (subject to the payment of the Bank's then prevailing charge for such service).

8.3.5 **Rejection of Items.** All items which are not acceptable checks shall not be processed but shall be returned to the Company along with all statements, invoices, communications, and other papers accompanying such item. Said items and papers shall be delivered in the customary manner of the Bank or in such other manner as may be instructed by the Company.

8.4 **RETURNED ITEMS.** Checks deposited to the Company Account which are returned unpaid because of "insufficient funds" or "uncollected funds" or the like, will be handled by the Bank as instructed by the Company in the Wholesale Lockbox Service Exhibit. If redeposit 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 Company for the amount of the check (by charging the Account), and send the check with debit advice to the address designated by the Company, in the customary manner of the Bank. The charge for returned checks will be the prevailing rate as specified by the Bank.

8.5 **REMITTANCES.** Remittances which are sent directly to the Company may be forwarded to the lockbox and handled in accordance with this Agreement.

8.6 **FOREIGN ITEMS.** Checks drawn in foreign currency will be submitted for collection only. Credit will be posted upon receipt of paid collections less all fees and charges. If Company desires to have non-U.S. dollar items processed by Bank, or items denominated in U.S. dollars but drawn on a foreign bank, Bank shall handle the items within parameters established by Bank based on amount, the type of currency and other considerations outlined in the Implementation Documents. If the item does not fall within Bank's parameters for processing, Bank shall return the item unprocessed to Company or forward the item for handling as a foreign cash letter collection. If Bank provides Company with credit at the U.S. dollar conversion rate in effect, and if the item is subsequently returned by the drawee Bank, Bank shall charge Company's account for the prevailing exchange rate in effect at the time of the chargeback.

8.7 **FEES AND OTHER CHARGES.** The Company agrees that it will be responsible for, and will reimburse the Bank for all expenses including but not limited to, post office box rental and postage. Company further agrees to promptly pay Bank for such lockbox Services and agrees to reimburse Bank for expenses and fees incurred by Bank. Bank may reimburse itself from any other Company Account. Bank may, at its option, require advance payment of such expenses and fees or a deposit to cover such expenses and fees.

9. POSITIVE PAY SERVICES; POST NO CHECKS SERVICES

9.1 **POSITIVE PAY SERVICE.** By utilizing the Positive Pay Service, Company will provide Bank with information regarding all checks issued by Company against the Accounts assigned for Positive Pay by the Online Administrator. Company shall complete Exhibit D with regard to Positive Pay Services.

9.2 **DELIVERY ARRANGEMENTS AND TIMING.** Bank and Company shall jointly establish criteria in writing under which checks shall be paid. If an item is presented to the Bank for payment against a Company Account which does not for any reason meet the established criteria, such item shall be deemed an exception. Company shall provide an electronic check issue file to Bank that includes the issue date of checks, check number range, account or customer number, and the total amount of the check issue file no later than 4 p.m. (CST) for next Business Day processing. Bank shall deliver to Company each weekday by approximately 8:30 a.m. (CST), except Bank holidays, a list of such daily exceptions. Company shall review this list of exceptions and specify which exceptions Company decides to pay or return no later than 1:30 p.m. (CST) of the same day such exception list is received. All items noted on the exception list shall be returned or paid in accordance with normal banking procedures unless specifically excluded by Company and such exclusion is noted on the exception list returned to Bank by 1:30 p.m. (CST). If Company does not timely submit to Bank instructions with respect to the exception items, Bank will process such items for payment in accordance to the Default decision set forth in the Service Exhibit.

9.3 **WAIVER. IN CONSIDERATION OF BANK'S OFFERING COMPANY THE OPPORTUNITY TO SUBSCRIBE TO THIS SERVICE, COMPANY HEREBY WAIVES AND RELEASES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY'S RIGHT TO SEEK RECOURSE AGAINST BANK FOR ANY LOSS COMPANY SUFFERS AS RESULT OF THE PROCESSING OF ANY ITEM PRESENTED ON COMPANY'S ACCOUNT, REGARDLESS OF WHETHER SUCH ITEM REPRESENTS A FORGERY, ALTERATION, OR FRAUDULENT ENDORSEMENT, AND REGARDLESS OF WHETHER SUCH LOSS IS ATTRIBUTED IN WHOLE OR IN PART TO BANK'S NEGLIGENCE. THIS WAIVER AND RELEASE IS INTENDED TO BE BROAD IN SCOPE, AND ENCOMPASSES ALL CLAIMS YOU WOULD OTHERWISE HAVE UNDER ARTICLE 3 AND 4 OF THE TX UCC OR AT LAW OR IN EQUITY.**

9.4 **LIABILITY WHEN SERVICE IS DECLINED. COMPANY ACKNOWLEDGES THAT BANK HAS INFORMED COMPANY THAT IF COMPANY DOES NOT CHOOSE TO USE POSITIVE PAY, BANK WILL HAVE NO LIABILITY TO COMPANY FOR ANY TRANSACTION WHICH OCCURS ON COMPANY'S ACCOUNT WHICH POSITIVE PAY WAS DESIGNED TO DISCOVER AND/OR PREVENT. IN ADDITION, BANK WILL NOT HAVE ANY DUTY TO RE-CREDIT COMPANY'S ACCOUNT FOR ANY LOSS ARISING OUT OF SUCH TRANSACTION.**

9.5 **POST NO CHECKS SERVICE.** When using the Post No Checks Service, Company will direct Bank to return all checks issued by Company against the Accounts assigned for Post No Checks Services by the Online Administrator. If Company selects Post No Check Services, no checks will be permitted to be ordered for the Account. Company shall complete Exhibit D with regard to Post No Checks Services.

9.6 **WAIVER. IN CONSIDERATION OF BANK'S OFFERING COMPANY THE OPPORTUNITY TO SUBSCRIBE TO THIS SERVICE, COMPANY HEREBY WAIVES AND RELEASES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY'S RIGHT TO SEEK RECOURSE AGAINST BANK FOR ANY LOSS COMPANY SUFFERS AS RESULT OF BANK'S RETURN OF ANY CHECK WRITTEN BY COMPANY PRESENTED ON COMPANY'S ACCOUNT. THIS WAIVER AND RELEASE IS INTENDED TO BE BROAD IN SCOPE, AND ENCOMPASSES ALL CLAIMS CUSTOMER WOULD OTHERWISE HAVE UNDER ARTICLE 3 AND 4 OF THE UNIFORM COMMERCIAL CODE OR AT LAW OR IN EQUITY.**

9.7 **LIABILITY WHEN SERVICE IS DECLINED. COMPANY ACKNOWLEDGES THAT BANK HAS INFORMED COMPANY THAT IF COMPANY CHOOSES NOT TO USE POST NO CHECKS WHEN CUSTOMER DOES NOT PERMIT CHECKS TO BE WRITTEN ON AN ACCOUNT, BANK WILL HAVE NO LIABILITY TO COMPANY FOR ANY**

TRANSACTION WHICH OCCURS ON COMPANY'S ACCOUNT WHICH POST NO CHECKS WAS DESIGNED TO DISCOVER AND/OR PREVENT. IN ADDITION, BANK WILL NOT HAVE ANY DUTY TO RE-CREDIT COMPANY'S ACCOUNT FOR ANY LOSS ARISING OUT OF SUCH TRANSACTION.

9.8 OPTION. Company does not have to select either Positive Pay or Post No Checks for any Account, but if one is selected for an Account, the other option is not available for such Account.

10. REMOTE DEPOSIT CAPTURE (RDC)

10.1 DUTIES AND RESPONSIBILITIES OF BANK.

10.1.1 Service. Bank grants to Company the ability to utilize the Remote Deposit Capture Service (the "RDC Service") through the Internet to deposit checks. Checks will be scanned using the Bank-provided scanner, and the images of the checks will be transmitted via the Internet for deposit. Bank agrees to comply with the rules and regulations of the Check 21 Rules.

10.1.2 Processing. Bank will process, encode, endorse and deposit into the Account checks submitted by Company through the RDC Service in accordance with Bank's internal procedures and all state and federal laws during any Business Day, subject to the cutoff time of 6:00 p.m. (CST). Checks made payable to the Company, or any reasonable derivation thereof, are acceptable for deposit. The 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.

10.1.3 Funds Availability. Availability of funds will be governed by Bank's standard Funds Availability Disclosure.

10.1.4 Deposit Limitations. Bank reserves the right to impose transaction limitations, such as total deposit amounts and individual dollar limits on any Company. In certain circumstances, the Bank may require the Company to establish a security Account to protect the Bank's interests.

10.1.5 Reporting/Audit. Reports regarding the RDC service will be available through the RDC Internet site. Bank will conduct regular audits to ensure that Company is in compliance with the duties and responsibilities set forth below.

10.2 DUTIES AND RESPONSIBILITIES OF COMPANY.

10.2.1 Service. Company shall submit valid checks payable to Company by using the RDC Service. In using the RDC Service, Company shall create an image of the check(s) and the associated MICR data using the scanner provided by Bank. Company agrees to abide by all terms and conditions contained in this Agreement for using the RDC Service, including but not limited to, the specifications and image standards for checks. Company agrees to comply with the Check 21 Rules.

10.2.2 Deposit Preparation. Company must endorse all checks before scanning unless utilizing the Virtual Endorsement feature. Deposit of third-party checks requires Bank approval prior to deposit. Company is prohibited from depositing duplicate items. Company cannot deposit the original item after it has been properly deposited using the RDC Service. By depositing items through the RDC Service, Company is warranting that all information provided is accurate. Company agrees not to deposit foreign items, collection items, or checks drawn on Accounts owned by Company except as approved by Bank. Company should also add up the total of the checks that they will be scanning so that they will have a count and an amount for balancing purposes.

10.2.3 Information Security. Company will ensure that the financial information obtained from check writers 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, including, but not limited to, anti-virus software, a secure firewall, and a process for applying security updates.

10.2.4 Operating System and Connectivity Requirements. Company agrees to abide by the current operating system and connectivity requirements as specified. These requirements may change from time to time.

10.2.5 Check Retention. Company is advised to store all checks that are deposited via the RDC system for a period of 60 days and shall comply in a timely manner with requests for copies or the original document in the event that the scanned images are not readable. Checks shall be stored in a secure location that only authorized personnel have access to in order to prevent the misuse of the documents and/or the Company information.

10.2.6 Check Destruction. Company is advised to destroy all checks that have been stored 60 days and dispose of these documents in a manner that will prevent the documents from being used again or the information on the document from being misused. Recommended methods of destruction are shredding or burning.

10.2.7 Check Processing. Company must ensure that all images are clear and readable when checks are scanned into the RDC system. Checks that do not meet image quality requirements may be rejected and require Company to rescan the image.

10.2.8 Contingency Plan. If there is a problem with deposit transmission or access to the RDC Service, Company agrees to make the deposit by another method, such as making the deposit at a Bank branch, mailing the deposit to the Bank, delivering the deposit via courier or using the Bank's night depository.

10.2.9 Reporting Discrepancies. Any Account discrepancies must be reported to Bank within 30 days; thereafter, Company is prohibited from making any claims related to such discrepancy.

10.2.10 Customer Service. For Customer Service issues, Company may call ProfitStars at 877.433.3812 Monday through Friday, 8 a.m. until 7 p.m., or the Bank at 214.353.3085 during regular business hours.

10.2.11 Company Indemnity. Company assumes liability for, and hereby agrees to indemnify, protect and hold harmless, Bank, its agents, officers, directors, employees, successors and assigns, from and against any and all liabilities, obligations, losses and expenses, including reasonable attorney's fees, of any kind or nature arising out of the use, condition (including latent and defects and whether or not discoverable by Company or Bank), operation, ownership, selection, delivery, installation or licensing of any item of processing equipment, or processing software, regardless of where, how, why and by whom operated, or any failure on the part of Company to perform or comply with any condition of this Agreement. The indemnities and assumptions of liabilities and obligations herein provided for shall continue in full force and effect, notwithstanding the termination of this Agreement. Company is an independent entity from Bank, and nothing contained in this Agreement shall authorize Company or any person to operate or otherwise deal in or with the processing equipment or software in a manner that would incur or impose any liability or obligation of or on behalf of Bank. Company shall fully indemnify the Bank for any damages it suffers as a result of the breach by Company of any of the warranties given by Company under this Agreement. Company shall indemnify Bank for any damages resulting from Company's failure to destroy checks as advised in

Section 10.2.6. above. Company shall fully indemnify the Bank for any damages it suffers as a result of any indemnification they are deemed to have given to any bank or person pursuant to Section 229.53 of the Checking for the 21st Century Act. The terms of this Section 10.2.11 shall survive the termination of this Agreement.

11. STOP PAYMENT AUTHORIZATION

11.1 TERM. A stop payment request will expire and become null and void six (6) months from the date received, unless revoked or released prior to that time or unless renewed for additional periods of time. Renewals will be for the same time period as the original stop payment.

11.2 NOTICE. Reasonable notification of any stop payment request must be received by Bank prior to the item being presented. Bank and Company agree that reasonable time is at least one Business Day prior to the item being presented to Bank.

12. ACH BLOCKING & FILTERING

12.1 SERVICE. Company will establish authorization criteria for any ACH Entries the Company desires to receive for debit or credit to its Accounts. If an item is presented to the Bank for payment against a Company Account which does not for any reason meet the established criteria, such item shall be deemed an exception. Bank shall deliver to Company each weekday by approximately 8:30 a.m. (CST), except Bank holidays, a list of such daily exceptions. Company shall review this list of exceptions and specify which exceptions Company decides to pay or return no later than 1:30 p.m. (CST) of the same day such exception list is received. All items noted on the exception list shall be returned or paid in accordance with normal banking procedures unless specifically excluded by Company and such exclusion is noted on the exception list returned to Bank by 1:30 p.m. (CST). If Company does not timely submit to Bank instructions with respect to the exception items, Bank will process such items for payment in accordance to the Default decision set forth in the Service Exhibit. The ACH Blocking and Filtering Services do apply to transactions between Company and Bank, including, but not limited to, any fees that may be due to the Bank. Bank may also pay any Entries, reversals or adjustments which it is required to accept under the NACHA Rules, operating circulars or any other applicable rule, guideline or regulation. Company shall complete Exhibit D with respect to ACH Blocking & Filtering.

12.2 RETURNED ITEMS. Bank may also return an Entry that would be returned for any reason under the NACHA Rules.

12.3 AUTHORIZATION. Company must establish authorization criteria in a manner and form acceptable to Bank. In the authorization criteria, Company may specify a maximum amount for authorized Entries, in which case Company must specify the amount in dollars and cents.

12.4 NACHA RULES. Company agrees to comply with the NACHA Rules for all Entries.

12.5 TERMINATION. If ACH Blocking and Filtering Service is terminated for any reason, Bank will no longer be obligated to monitor Entries against Company's authorization criteria and will receive and accept or return Entries to Company's Account in accordance with Bank's normal procedures. Company still has the right to return Entries in accordance with the NACHA Rules

12.6 WAIVER. IN CONSIDERATION OF BANK'S OFFERING COMPANY THE OPPORTUNITY TO SUBSCRIBE TO THIS SERVICE, COMPANY HEREBY WAIVES AND RELEASES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY'S RIGHT TO SEEK RECOURSE AGAINST BANK FOR ANY LOSS COMPANY SUFFERS AS A RESULT OF THE PROCESSING OF ANY ITEM PRESENTED ON COMPANY'S ACCOUNT, REGARDLESS OF WHETHER SUCH LOSS IS ATTRIBUTED IN WHOLE OR IN PART TO BANK'S NEGLIGENCE. THIS WAIVER AND RELEASE IS INTENDED TO BE BROAD IN SCOPE, AND ENCOMPASSES ALL CLAIMS CUSTOMER WOULD OTHERWISE HAVE UNDER ARTICLE 3 AND 4 OF THE UNIFORM COMMERCIAL CODE OR AT LAW OR IN EQUITY.

12.7 LIABILITY WHEN SERVICE IS DECLINED. COMPANY ACKNOWLEDGES THAT BANK HAS INFORMED COMPANY THAT IF COMPANY CHOOSES NOT TO USE ACH BLOCKING AND FILTERING, BANK WILL HAVE NO LIABILITY TO COMPANY FOR ANY TRANSACTION WHICH OCCURS ON COMPANY'S ACCOUNT ACH BLOCKING & FILTERING WAS DESIGNED TO DISCOVER AND/OR PREVENT. IN ADDITION, BANK WILL NOT HAVE ANY DUTY TO RE-CREDIT COMPANY'S ACCOUNT FOR ANY LOSS ARISING OUT OF SUCH TRANSACTION.

13. ZERO BALANCE ACCOUNTS

13.1 SERVICE. The Zero Balance Accounts Service allows Company to fund its Account(s) automatically as checks or other items are presented for payment/receipt. A master account ("Funding Account") is maintained to disburse received funds from the Zero Balance Account(s) (each a "Sub Account").

13.2 TRANSFER OF FUNDS. Bank will automatically transfer funds from the Funding Account to the Sub Account or from the Sub Account to the Funding Account at the end of each Business Day in order to bring the balance of the Sub Account to zero or a predetermined balance indicated on the Service Exhibit.

13.3 OVERDRAFTS. Company must ensure that the Funding Account has sufficient balances to cover each day's requirements in the Sub Account. Failure to have sufficient funds available in the Funding Account to cover the day's funding requirements may cause checks to be returned.

14. MOBILE BANKING

14.1 SERVICE. The Mobile Banking Service allows Company to access its Accounts through a mobile device.

14.2 TERMS OF USE. The terms of use for the Mobile Banking Service are set forth in Exhibit C attached hereto and incorporated herein by reference.

15. IMAGE CASH LETTER PROCESSING

15.1 SERVICE. The Image Cash Letter Processing Service allows Company or a third party acting as Company's agent to transmit through Company's own methods and devices, an Image Cash Letter file ("ICL file") to Bank for processing.

15.2 TERMS OF USE. The terms of use for the Image Cash Letter Processing Service are set forth in the Service Exhibit for Image Cash Letter Processing and incorporated herein by reference.

16. WIRE TRANSFER SERVICES

16.1 DEFINITIONS. The following terms have the meanings assigned when used herein:

16.1.1 "Agreement" means the Treasury Management Services Agreement between Company and Bank, together with the properly-completed and signed Wire Transfer Service Exhibit, as they may be amended from time to time.

16.1.2 "Domestic Wire Transfer" means a payment to a bank or other recipient in the United States.

16.1.3 "Fedwire" means the funds transfer system owned and operated by the Federal Reserve Banks that is used primarily for the transmission and settlement of payment orders governed by the Fedwire Regulation.

16.1.4 "Fedwire Regulation" means subpart B of Regulation J of the Board of Governors of the Federal Reserve System, as amended from time to time.

16.1.5 "Foreign Wire Transfer" means a payment to a bank or other recipient outside the United States. These wires may be completed by a combination of Fedwire, correspondent banks and SWIFT (Society for Worldwide Interbank Financial Telecommunication).

16.1.6 "Repetitive Transfer" means a Wire Transfer in which the receiving bank, beneficiary bank, payee, and account are the same for each transfer, and only the transfer date and amount vary.

16.1.7 "Request" means a Company's request to Bank for a Wire Transfer, or for a cancellation or amendment of a Wire Transfer, made in the name, or having the unique identifier, of Company as sender requesting that funds belonging to, or under the control of, Company be transferred to a specified account or beneficiary.

16.1.8 "Security Procedure" means each of the procedures described in this Agreement for verifying the authenticity of Requests, including the provisions of the Service Exhibit and the Security Notice described in Exhibit B.

16.1.9 "Wire Transfer" means any transfer described in a Wire Transfer Order from Company to Bank.

16.1.10 "Wire Transfer Business Day" means any day, other than a Saturday or a Sunday, on which Bank is open for business. The end of the "Wire Transfer Business Day" is determined by a Wire Transfer deadline set by Bank and subject to change from time to time.

16.1.11 "Wire Transfer Order(s)" means the direction from Company to Bank to make a Wire Transfer, which direction shall be in form and content acceptable to Bank. This will include either a Domestic Wire Transfer Request, or a Foreign Wire Transfer Request or a Request for Repetitive Transfer.

16.2 GENERAL.

16.2.1 Governing Law. Bank sends outgoing and receives incoming wire transfers through Fedwire (the funds transfer system owned and operated by the Federal Reserve Banks) or other providers. All funds transfers are governed by this Agreement, Subpart B of Regulation J of the Federal Reserve Board, OFAC regulations, and all other applicable international, federal, state and local laws and regulations. Company agrees not to initiate or receive a wire transfer payment order in violation of applicable federal, state or local law.

16.2.2 Authorized Users. Company will designate to Bank in the form required by Bank those individuals authorized to instruct Bank regarding wire transfer Services including without limitation, individuals authorized to initiate payment orders and select advice methods, confirmation methods, and any or all authorizations and instructions that may be requested by Bank. Bank may rely on any such authorization until it has been revoked in writing by Company. Bank shall have a reasonable time to process any revocation received pursuant to this Section 16.1.2.

16.2.3 Routing/Time Deadlines. Bank may use any means of transmission, funds transfer system, intermediary bank, clearinghouse or route that Bank reasonably believes is suitable for each outgoing Wire Transfer. Bank will establish from time to time one or more deadlines after which Bank will not accept an incoming Wire Transfer Request order to be processed on the day of receipt. Wire Transfer Orders received after Bank's established deadline, during a maintenance window, or on any non-Business Day, including any Saturday, Sunday, holiday or any day that Bank's wire department is not open will be rejected. Payment orders received during a maintenance window, including the end-of-day maintenance window, will not receive a notice of rejection.

16.2.4 Advises. Company will select the type of advice it wishes to receive when Bank receives an incoming wire transfer. If Company selects email advices, Company may designate person(s) to be contacted and email addresses to be used for advice purposes. Company shall exercise extreme caution in maintaining its own security in the receipt of email advices. Company acknowledges that the information to be received by email may include confidential information, including, without limitation, names, amounts, phone numbers, originating account information, and the text of incoming wires. Company further acknowledges that it alone assumes full responsibility for maintenance of its internal security procedures to keep such information confidential. Company agrees to indemnify, defend and hold Bank harmless against any and all claims, demands, expenses, liabilities and damages, including attorney fees at trial and on any appeal or petition for review, incurred by Bank arising directly or indirectly from the transmission by email of an incoming wire transfer advice.

16.3 SCOPE.

16.3.1 Terms And Conditions. Company agrees to submit Wire Transfer Orders to Bank in accordance with the terms and conditions of this Agreement.

16.3.2 Service Description. Company authorizes Bank to transfer funds to and/or from any of Company's Accounts as designated in a completed Wire Transfer Order. Bank, subject to its then-current security procedures, will execute Wire Transfers in accordance with Requests from authorized Company representatives whether such Requests are written, oral, telephonic, or by approved electronic delivery methods. Funds must be available in the account specified in the Request at the time the Request is made. The Bank will not search for funds in accounts other than the one(s) specified in the Request.

16.3.3 Fedwire Notice. In connection with Company's use of this service, Bank notifies Company of the following: (i) Bank may use Fedwire when acting upon Company's Request; (ii) any subsequent bank may use Fedwire when carrying out Company's Request; (iii) the rights and obligations of Bank and Company in a Wire Transfer intended to carry out Company's Request, any part of which is carried out through the use of Fedwire, are governed by Fedwire Regulation.

16.3.4 Accounts. Company agrees that this Agreement will apply to all accounts for which Company is authorized to make a Wire Transfer Order.

16.4 RESPONSIBILITIES.

16.4.1 Security. Company agrees that Bank's security procedures recorded in this Agreement are commercially reasonable. Company agrees that Bank will use such procedures to attempt to detect an unauthorized Wire Transfer Order prior to accepting Company's Wire Transfer Order. Company furthermore agrees that any Request acted upon by Bank in compliance with these security procedures, whether or not authorized by Company, shall be treated as Company's authorized Request. Company acknowledges that Bank reserves the right to change its security procedures from time to time.

16.4.2 Authentication Methods. Company and Bank shall agree to the method of confirming Wire Transfer Orders received from Company. Company shall designate Authorized Users to confirm payment orders. Bank recommends a minimum of three potential Authorized Users to confirm Wire Transfer Orders and that Authorized Users serve as an initiator or a confirmer, but not both. Notwithstanding Bank's recommendation, if Company permits an Authorized User to act as both initiator and confirmer, Company hereby authorizes Bank to process a Wire Transfer initiated and confirmed by such Authorized User. Company may add, change

or delete the Authorized Users. In the event the designated Authorized Users with authority to confirm are not available to confirm a Wire Transfer Order, Company agrees that Bank may, at its discretion, elect to process the payment order initiated by an Authorized User. Company agrees to be bound by any such Wire Transfer Order processed by Bank. For Wire Transfer Orders submitted outside of the Pegasus Bank Treasury Management Platform, Bank will authenticate Requests by verifying signatures. As needed, Bank also may assign to Company one or more confidential methods of authentication (passwords, PIN, codes, tokens) to be used in requesting Wire Transfers. When so assigned, Wire Transfer Orders will not be acted upon without use of correct authentication unless Authorized User may be verified in accordance with Bank policy. Company has the responsibility of maintaining the confidentiality of such authentication and for notifying the Bank if it is suspected the authentication has been compromised.

16.4.3 Recording and Records. Company authorizes Bank, at Bank's discretion, to record electronically all telephone calls between Bank and any person acting on Company's behalf, and to keep those recordings as long as Bank considers it necessary. Company assumes the duty of obtaining the required consents from its authorized representatives for these recordings. If Bank's records about a Wire Transfer Request are different than Company's records, Bank's records will govern. Bank's records include its written records and any recordings about Wire Transfers.

16.4.4. PAYMENT TO BANK. Unless otherwise agreed to in writing, Company must pay Bank the amount of the Wire Transfer, plus any applicable fees, before Bank will execute Company's Request. Fees applicable to Wire Transfers are posted in the Bank's Schedule of Fees as applicable, and are subject to change from time to time at the sole discretion of Bank.

16.4.5 Acceptance and Execution of Request by Bank. Company's Wire Transfer Order is considered accepted by Bank when Bank executes it. Company acknowledges that the Bank maintains deadlines for accepting Wire Transfer requests and such request is not effective until a complete, properly-authorized request is received by Bank. If Company's Request is received prior to the deadline, it will be executed by Bank that Wire Transfer Business Day. A Company's Request received after the deadline may be executed the next Wire Transfer Business Day. Wire Transfer deadlines are subject to change from time to time at the sole discretion of the Bank. No instructions or other restrictions limiting Bank's acceptance of Company's Request(s) 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 Company.

16.4.6 Rejection of Wire Transfer. Bank has no responsibility to accept any incoming Wire Transfer for Company's benefit. Likewise, Bank has a right to reject Company's Request for an outgoing Wire Transfer for reasons including, but not limited to, insufficient funds or insufficient collected funds in the account specified in the Request, Bank's inability to execute the Wire Transfer for the reasons set out in 16.4.11 below, or if Bank is unable to verify the authenticity of Company's Wire Transfer Order. Bank will notify Company if it rejects the Company's Wire Transfer Order.

16.4.7 Cancellation or Amendment of Wire Transfer Request. Company may not be able to cancel or amend a Wire Transfer Order after it is received by Bank. However, Bank may at its discretion use reasonable efforts to act on Company's Wire Transfer Order for cancellation or amendment. However, Bank shall have no liability if such cancellation or amendment is not effected. Furthermore, Company agrees to indemnify and hold Bank harmless from any and all liabilities, costs, and expenses Bank may incur in attempting to cancel or amend the Wire Transfer.

16.4.8 Repetitive Transfers. If Bank or Company determines that Wire Transfer Orders have become repetitive, Bank may assign a repetitive number to Company's Wire Transfer Order. If Bank does so, Company may utilize such number as part of an expedited procedure in communicating such Wire Transfer Orders to Bank in the future. Bank may execute Requests containing this number.

16.4.9 Erroneous Requests. Company acknowledges and agrees that when Company provides Bank with a name and account number in a Wire Transfer Order, that payment may be made solely on the basis of the account number even if the account number identifies a beneficiary different from the beneficiary named by Company. Company furthermore agrees that its obligation to pay the amount of the Wire Transfer to Bank is not excused in such circumstances. Likewise, Wire Transfers received by the Bank for Company's benefit may be posted by Bank solely on the basis of account number. Company agrees that Bank shall not be responsible for any delay arising out of Bank's attempt to reconcile inconsistencies between name and account number, or otherwise investigate suspected irregularities.

16.4.10 Account Statements. All Wire Transfers will be reflected on Company's periodic bank statement. In some cases, Bank will also notify Company in writing, electronically, or by a notification produced by one of Bank's information reporting services. Company should review each statement or other such Bank notice for any discrepancies in connection with Wire Transfers. If Company believes a Wire Transfer is incorrect or needs more information about a Wire Transfer, Company must contact Bank in writing upon discovery of the error or within fourteen (14) days after Company receives the first notice or statement which has a discrepancy, whichever is earlier. Failure to do so will relieve Bank of any obligation to pay interest on or otherwise compensate Company for the amount of an unauthorized or erroneous Wire Transfer.

16.4.11 Method Used to Make the Wire Transfer. Bank may select any means for the transmission of funds which it considers suitable, including but not limited to Bank's own internal systems or Fedwire. Bank is not responsible for performance failure as a result of an interruption in transfer facilities, labor disputes, power failures, equipment malfunctions, suspension of payment by another bank, refusal or delay by another bank to accept the Wire Transfer, war, emergency conditions, fire, earthquake, volcanic eruption or other circumstances not within Bank's control.

16.5 LIABILITY.

16.5.1 Duty of Reasonable Care. Bank shall exercise good faith and reasonable care in processing Company's Wire Transfers. Company shall similarly exercise good faith and reasonable care in observing and maintaining security procedures, in communicating Wire Transfer Orders to Bank, and in reviewing bank statements or notices for any discrepancies. Company is responsible for ensuring the accuracy of Wire Transfer Orders and Bank has no duty whatsoever to verify the accuracy of Wire Transfer Orders, nor will it be liable for losses or damages arising out of Wire Transfer Orders containing erroneous information.

16.5.2 Liability of Bank. Bank is responsible only for performing the Services described in this Agreement. Bank shall not be responsible for the acts or omission of Company, the Federal Reserve Banks, Correspondent, or other financial institution, any transmission or communication or any other person, and no such person shall be deemed to be Bank's Agent under this Agreement.

16.5.3 Liability of Company. Company agrees to hold harmless, defend and indemnify Bank, its officers, directors, Agents, employees, and all persons in privity with it from and against any and all liabilities, claims, costs, expenses, losses, and damages (including reasonable attorney's fees and costs) arising out of or resulting, directly or indirectly, from the acts or omissions of Company in connection with this Agreement or the transfers contemplated herein, except to the extent of Bank's liability under the above Paragraph.

16.6 FOREIGN WIRE TRANSFERS.

16.6.1 Additional Information. Foreign Wire Transfers may require additional information that varies by country and the transmission method. That

information will be determined at the time of submitting the Foreign Wire Transfer Request and may include currency exchanges, location codes, branch codes and regulatory codes of the receiving country or other information. Foreign wires are structured transactions dealing with multiple currencies, languages, and time zones that require accurate information to process. Bank will use reasonable efforts to process all Foreign Wire Transfers but cannot provide assurance on timing or completion.

16.6.2 Timing. Foreign Wire Transfers take longer to complete than domestic Wire Transfers. Bank will make reasonable effort to initiate a Foreign Wire Transfer on same schedule as a Domestic Wire Transfer. Foreign Wire Transfers may process through multiple banks or countries with differing business days, holidays, and/or time zones, and/or may cross the international date line. As such, Foreign Wire Transfers may take three or more days to complete if executed accurately. If Company notifies Bank of a Foreign Wire Transfer not received at the destination by the fifth Business Day, Bank will attempt to trace the wire. Bank will not credit any disputed Foreign Wire Transfer back to the sending account until such time as the Bank, in its sole discretion, determines the funds are recoverable.

16.6.3 Exchange Rates. Bank does not accept any liability for its exchange rates. Any and all liability relating to exchange rate information and the rates provided by Bank is hereby disclaimed, including without limitation, direct, indirect, or consequential loss, and any liability if our exchange rates are different from rates offered or reported by third parties, or offered by Bank as a different time, at a different location, for a different transaction amount, or involving a different payment media (including, but not limited to bank notes, checks, wire transfers, etc.).

16.6.4 Problem Areas. From time to time, Bank experiences various difficulties in transferring funds to certain countries ("Problem Areas"). Those difficulties include without limitation (a) excessive delay in applying funds, (b) incorrect application of funds, (c) disappearance of funds, (d) excessively slow response to inquiries, or (e) government restriction on the transfer of such funds. Bank may identify such Problem Areas from time to time. Company hereby acknowledges and assumes any expense in connection with such transfers, which may be incurred by Bank in addition to normal and customary charges. Company is obligated to comply with all laws relating to the transfer of funds for foreign countries, individuals, or agencies. Non-compliance may result in the delay of funds transfer, fines equivalent to a percentage of the principal or confiscation of the entire principal amount of the transfer if an attempt is made to transfer funds to a sanctioned individual, agency, corporation or other entity of government.

16.6.5 Foreign Currency. If a transfer is in currency other than U.S. Dollars, the rate of conversion shall be according to the Bank's then stated rate. If a transfer is in U.S. Dollars, but is to be converted by a correspondent to the place of payment, such conversion shall be at such correspondent's conversion rate at the time of payment.

16.6.6 Remittance Transfer Provider. If Company is at any time classified as a Remittance Transfer Provider under Regulation E, Company represents, warrants and agrees that: (a) Company shall be responsible for performing and complying with the requirements of 12 CFR Part 1005, including, but not limited to, providing disclosures to the consumer (sender), the error resolution procedures, the provision of any remedies to the consumer, and the cancellation and refund of remittance transfers; (b) Bank is acting as an agent and not as a Remittance Transfer Provider when performing activities on behalf of Company; and (c) even if Bank is deemed a Remittance Transfer Provider under applicable law, Company shall take all actions necessary to comply with the obligations of a Remittance Transfer Provider. Company agrees to indemnify and hold Bank harmless from and against any and all loss, liability, damage, costs and expenses (including attorneys' fees) that Bank may sustain in reliance on Company's representations and warranties set forth in this Agreement.

16.7 GENERAL

16.7.1 Amendments. Bank may amend this Agreement, including the security procedures described and any of its other Wire Transfer procedures, upon written notice to the Company.

16.7.2 Waiver and Severability. Bank or Company may delay exercising their rights without losing them. Any waiver or partial exercise of one right is not a waiver of other rights or the same right at another time. If any provision of this Agreement, or its application to any person or set of circumstances, is held invalid or unenforceable to any extent, the remainder of this Agreement, and the application to any person or set of circumstances, is not impaired or otherwise affected.

16.7.3 Choice of Law. The rights, duties, and liabilities of parties to this Agreement shall be subject to Article 4A of the TX UCC as in effect and as amended there from time to time. In all other respects, this Agreement will be subject to the laws of the State of Texas. If any part of a Wire Transfer involves the use of Fedwire, the rights and obligations of Bank and Company regarding that Wire Transfer are governed by Regulation J of the Federal Reserve Board.

16.7.4 Force Majeure. Bank shall have no responsibility or liability for failure or delay in performance pursuant to the terms of this Agreement when such failure or delay is due to any natural disaster, fire, flood, storm, strike, labor unrest, war, riot, act of God, power failure, equipment failure, errors or acts by any third party or any other cause beyond the Bank's reasonable control.

16.7.5 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such provision shall be deleted, and the remainder of this Agreement shall be enforced as if such invalid, illegal, or unenforceable provision had never been contained herein.

16.7.6 Parties Bound. This Agreement is a legal, valid and binding obligation of Company and Bank. This Agreement shall be binding upon inure to the benefit of the parties hereto and their respective heirs, successors, and assigns; however, this Agreement may not be assigned by Company without prior written consent of Bank.

16.7.7 Attorney Fees. In the event of litigation concerning the subject matter of this Agreement, the prevailing party's legal fees, court costs, and other related expenses shall be paid by the other party.

16.7.8 Mutual Waiver of Jury Trial. Each party agrees that any suit, action or proceeding, whether as part of a claim or counterclaim, brought or instituted by either party on or with respect to this Agreement or any event, transaction or occurrence arising out of or in any way connected with this Agreement shall be tried only by a court and not by a jury. EACH PARTY EXPRESSLY, KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING.

17. FOREIGN EXCHANGE SERVICES

17.1 GENERAL. The following are additional terms and conditions applicable to all foreign exchange services offered by the Bank. Bank may change the number and type of Services offered at any time.

17.2 CONFLICTING PROVISIONS. With respect to all foreign exchange transactions or other derivative products entered into by Company, to the extent that any provision of this Agreement conflicts with a provision of any ISDA Master Agreement by and between Company and Bank or any documents related thereto (the "ISDA"), the ISDA terms shall govern.

17.3 FOREIGN EXCHANGE RISK. Many banking and finance transactions carry risk. All foreign exchange transactions, including but not limited to, swaps, options, forwards, foreign exchange transactions currency accounts, and other similar derivatives and related products involve unique risks specific to the nature of these types of transactions and the currency market. These types of transactions are not suitable for all Companies. Company should fully understand the nature and extent of exposure to risk of loss, if any, which in some circumstances may significantly exceed the amount of any initial payment made by or to Company. All decisions to enter into foreign exchange transactions should be made by Company giving appropriate consideration to Company's experience, objectives, financial resources and business environment.

17.4 EXCHANGE RATES. Bank does not accept any liability for its exchange rates. Any and all liability relating to exchange rate information and the rates provided by Bank is hereby disclaimed, including without limitation, direct, indirect, or consequential loss, and any liability if Bank's exchange rates are different from rates offered or reported by third parties, or offered by Bank at a different time, at a different location, for a different transaction amount, or involving a different payment media (including, but not limited to, bank notes, checks and wire transfers).

18. DATA TRANSLATION SERVICES

18.1 INTRODUCTION. Bank may provide electronic data integration, custom formatting, or data translation ("Data Translation Services") to electronically streamline the exchange of payments, remittance and other information between Company and Bank and between Company and its trading partners. If requested by Company and agreed to by Bank, Bank will provide Data Translation Services in accordance with this Agreement and other procedures provided to the Company. Company agrees that Data Translation Services shall be governed by this Section and all other relevant sections of this Agreement.

18.2 SCOPE OF SERVICES. Data Translation Services may be used by Company to initiate and receive payments using multiple payment channels or networks, which may include, but are not limited to, checks, wire transfers, ACH, virtual card, SWIFT, Real-Time Payments (RTP), Zelle, Visa or MasterCard, and to provide and receive business communications such as remittance data, payment data, invoices, confirmations, orders, or other information in Company's preferred format. In order to obtain Data Translation Services, Company must maintain an analyzed demand deposit account with Bank.

18.3 ENTRY ORIGINATION/PROCESSING DATES/DEADLINES. Company may from time to time deliver to Bank requests to format information for payments and/or other data translation via the agreed upon means (collectively, "Data Translation Request(s)"). All Data Translation Requests shall conform to the content, format, deadlines and other specifications that may be established by Bank or a third-party software program approved by Bank for use with the Service. Bank may establish different deadlines for Data Translation Requests depending on the method of delivery employed by Company and all such deadlines are subject to change. Bank must receive Company's Data Translation Requests at or prior to the deadline established for processing on the Business Day of receipt. Data Translation Requests received after the deadline will be processed on the next Business Day. Company will be notified if a Data Translation Request is rejected in accordance with procedures established by Bank. Company represents and warrants that all information in each Data Translation Request delivered to Bank by Company shall be accurate, timely, authorized and will otherwise comply with all applicable laws, rules and regulations.

18.4 CONTENT AND TRANSMISSION OF INFORMATION. Data Translation Requests are only designed to respond to information provided by Company. Accordingly, any inaccuracy in any information provided by Company may result in unintended processing by Bank. Bank bears no responsibility for detecting or reporting any error in data supplied by Company and shall not be liable to Company for any information provided by Company with respect to a Data Translation Request which is inaccurate, incomplete, duplicative or otherwise incorrect. Company shall retain data on file adequate to permit Company to remake each request for at least ten (10) Business Days following the date a file is sent to Bank and shall provide such data to Bank on request. Company acknowledges that Bank has no obligation to maintain back-up copies of requests or other information delivered by Company to Bank. Company acknowledges that Data Translation Services may involve the transmission of confidential consumer information that may be subject to privacy laws and regulations, including breach notification regulations. Company agrees to notify Bank if Company sends or receives protected health information as part of Data Translation Services. If Company is the recipient of misdirected information, Company shall immediately notify Bank and return the information to Bank. Company agrees not to retain, use, copy, distribute or otherwise disclose the information in any manner.

18.5 PAYMENT REQUESTS. Company agrees that its requests to initiate payments utilizing Data Translation Services shall be governed by this Section, the sections of this Agreement governing the applicable payment mechanism, and all other applicable laws, rules and regulations governing the relevant payment mechanism. Company authorizes Bank to execute all electronic and check payment requests ("Payment Requests"), and settle to the Company's account all Payment Requests, delivered to Bank in compliance with the terms of this Agreement, including the security procedures. Company is solely responsible for initiating the Payment Requests sufficiently in advance to meet Company's contractual obligations to its vendors and/or its companies. Bank shall not be responsible for any late payment or finance charges that may result from Company's failure to allow sufficient lead-time.

18.5.1 Electronic Payment Requests. Depending on the scope of the Data Translation Services solution offered by Bank, Company may from time to time request that Bank initiate electronic payments using the ACH, card, SWIFT and Zelle networks, the wire transfer system or other electronic funds transfer (EFT) system ("Electronic Payment Requests"). Except as may be provided elsewhere, Company may not amend or revoke Electronic Payment Requests after they have been received by Bank. Company acknowledges that the rules of NACHA and other EFT systems may make any credit provisional until the financial institution crediting the account of the beneficiary specified in an Electronic Payment Request receives final settlement and that if the financial institution does not receive final settlement, it is entitled to a refund and Company shall be deemed not to have paid the beneficiary. Electronic Payment Requests with settlement dates of more than thirty (30) days from receipt will not be processed unless prior arrangements have been made. Company authorizes Bank to use whatever means Bank, in good faith, deems reasonable under the circumstances to execute each Electronic Payment Request, including selection of a funds transfer system, routing and means of transmission.

18.5.2 Check Payment Requests. Company may from time to time request that Bank print checks and related remittance information ("Check Payment Request(s)") and issue and distribute such checks and information. Company shall designate the account(s) from which Bank is to make payment ("Payment Account") and shall maintain a sufficient balance in the Payment Account to fund its Check Payment Requests. To mitigate against fraud, Bank requires that Company utilize Bank's Positive Pay Services in conjunction with the Payment Account. Company agrees that checks drawn in a manner consistent with a Check Payment Request shall be duly authorized to the same extent as a check drawn and signed by Company and is properly payable by Bank. Company authorizes Bank to deduct the Payment Account in the amount of the Check Payment Request. If there are insufficient funds in the Payment Account to make a Check Payment Request, Bank may in its sole discretion either refuse to make the payment or make the payment and overdraw the Payment Account. In either event, Company shall incur fees as disclosed by Bank in the account agreement and related fee schedules and other disclosures. Company has no right to reverse, adjust or revoke any Check Payment Request after it has been received by Bank. Bank will, however, make reasonable efforts to act on such a request by Company. If Check Payment Requests relate to printing checks drawn on another financial institution's account ("Off-Us Checks"), Company acknowledges that Bank shall not be liable for any fraudulent or unauthorized activity that may arise from the use of such Off-Us Checks. If Check Payment Requests relate to printing payroll checks, Company acknowledges that Bank shall only print payroll checks and shall not be responsible for any other aspect of payroll processing, including, but not limited to, producing IRS Form W-2s, 1099s or other payroll-related tax documents. In addition, Company represents and warrants that it shall not include any social security numbers in the Check Payment Requests for payroll checks and agrees to indemnify and hold Bank harmless if the checks or check stubs are printed with social security numbers.

18.6 SECURITY PROCEDURES. Company shall comply with all security procedures established by Bank for Data Translation Services. Company agrees that all Data Translation Requests that involve the exchange or transmission of banking information shall only use secure transmission options supported by Bank. For some Services, such as ACH, Company and Bank may establish alternative, comparable security procedures for accessing such Services when Data Translation Services are utilized. Company is solely responsible for maintaining its own internal security procedures to prevent errors or unauthorized access to Company's computer systems by unauthorized employees, vendors or Companies. Bank has no responsibility for the security procedures employed by Company's trading partners.

18.7 FILE CONFIRMATION PROCEDURES. Company shall at all times comply with the applicable file confirmation procedures established by Bank. File confirmation procedures utilizing Data Translation Services are solely for the purpose of verifying Bank's receipt of the Payment Requests but not for identifying errors in transmission or content. Upon Bank's receipt of Company's electronic payments via a data file, Bank shall send an acknowledgement to Company confirming receipt and acceptance of Company's Payment Requests. If Company identifies errors in the content or transmission of Company's Payment Requests, or if Company does not receive an acknowledgement from Bank, Company agrees to notify Bank immediately. Depending on the payment deadlines, Bank may be able to delete or reverse processing of Payment Requests. Company bears sole responsibility for any inaccurate or incomplete information sent to Bank if Company fails to notify Bank prior to Bank's processing of Company's files.

19. E-STATEMENTS

19.1 AUTHORIZATION. This Agreement is made between Company and Bank and provides Company's consent to receive statements and notices for deposit accounts by electronic delivery. These electronic statements and notices are called "e-Statements." By enrolling for e-Statements, Company is electing to only receive statements by email. Although Company is opting out of receiving statements/notices by U.S. mail, Company has the option to receive a paper statement, at any time, by request.

19.2 RECEIPT OF ELECTRONIC NOTICES. Bank will send all applicable documents to an email address Company designates, or post notices within the Bank's e-Statements tab within Pegasus Bank Treasury Management with appropriate notice to Company as permitted by applicable law. Bank will treat any e-Statement it sends to Company electronically as if it were sent by U.S. mail, postage prepaid, and will consider any such e-Statement received within three (3) days of the date sent by Bank (e-mail date), even if Company does not receive the email or access the Bank's website during that time. Company agrees to notify Bank promptly if its mailing address, email address or other information changes by either calling the Pegasus Bank's Treasury Management team at 214-353-3085 or writing to the Bank at Pegasus Bank, PO Box 7908, Dallas, TX 75209.

19.3 PROMPT REVIEW OF E-STATEMENTS. Company must promptly review e-statements and any accompanying images and notify Bank in writing of any error, unauthorized signature, alteration or other irregularity. If Company allows anyone other than Company staff to review Company's statements, Company must still review the statements for any errors, unauthorized signatures, lack of signatures, alterations, or other irregularities, as Company will be responsible for the wrongful acts of your employees and agents. Any applicable time periods within which Company must notify Bank of any errors on Company's account statement shall begin on the e-mail date regardless of when Company receives and/or opens the e-statement. For additional information, please refer to the applicable disclosures provided at the time of account opening, including but not limited to, Your Deposit Account Terms and Conditions, Electronic Fund Transfers—Your Rights and Responsibilities and Important Information about your Checking Account—Substitute Checks and Your Rights.

19.4 COMPANY'S COMMUNICATION TO BANK. To the extent permitted by applicable law, any email Company sends to Bank will not be effective until Bank receives it and has had a reasonable opportunity to act on it. Bank strongly encourages Company report all matters requiring immediate attention (e.g., reports of alleged unauthorized payments, errors or fraud) to Bank by calling Treasury Management Support at 214-353-3085. Bank recommends that Company does not use e-mail to communicate confidential information since Internet email may not be secure. Bank may, however, require Company to provide Bank with written confirmation regarding such matter.

19.5 UNDELIVERABLE E-STATEMENTS. If Bank receives notice that an e-Statement was not delivered, Bank will send Company's e-Statement to Company via U.S. mail to Company's last-known address. If Bank is unable to verify Company's email address, Company's enrollment in e-Statements will be terminated.

19.6 FEES. There are currently no fees for the use of e-Statements. However, Company agrees that Bank has the right to institute or change the fees for e-Statements upon thirty (30) days' prior written notice to you. There are fees associated with requests for paper copies of statements. Please refer to the Bank's Schedule of Fees.

20. LOAN SWEEP

20.1 AGREEMENT. The following provisions apply to the Services for Loan Sweep ("Loan Sweep Services"), as specified below, that Bank may provide in connection with a specified demand deposit account ("Account") maintained by the Company at the Bank.

20.2 LOAN SWEEP SERVICES. At the Bank's sole discretion, the Bank will provide Company with Loan Sweep Services for transferring funds between a specified Credit Facility ("Loan") and the Account. Bank may cease to provide the Loan Sweep Services to Company at any time with prior notice to the Company.

20.3 APPOINTMENT. Company hereby appoints the Bank as the Company's agent, to act on behalf of the Company for the purpose of borrowing from and making repayments to the loan. The Bank is authorized to debit or credit the Loan or the Account each Business Day as necessary as specified through the execution of this Agreement.

20.4 LIMITS. For the Account, the Bank and the Company may set a "Peg Balance Amount" that is the level of available balances that will remain in the Account. After the close of each Business Day, the Bank shall calculate the available balance in the Account after the Bank has posted all debits and credits to the Account. If the Account contains an available balance in excess of the Peg Balance Amount and there is an outstanding amount on the Loan, the Bank will sweep the Account of the excess funds and apply the funds to the Loan as a principal pay down. If the Account has a balance less than the Peg Balance Amount and there is borrowing availability on the associated Loan and borrowing base, funds will be advanced on the Loan and credited to the Account to obtain the required Target Balance Amount.

20.5 CREDIT FACILITY. Company acknowledges that as a condition precedent to use by the Company of the Loan Sweep, it shall have in place a current credit facility with the Bank (the "Credit Facility"). Credit extended to Company through the use of the Loan Sweep Services will be subject to all of the terms and conditions of the Credit Facility.

This Agreement and the Exhibits hereto constitute the entire agreement between the parties, and supersede all prior agreements relating to the matters provided herein. Any waiver must be in writing and signed by the waiving party, and shall be effective only for the specific purposes, circumstances and duration provided therein. This Agreement, and all actions, causes of action, or claims of any kind (whether at law, in equity, in contract, in tort, or otherwise) that may be based upon, arise out of, or relate to this Agreement, or the negotiation, execution, or performance of this Agreement shall be governed by and construed in accordance with the laws of the

State of Texas, including without limitation Texas laws relating to applicable statutes of limitation, without regard to applicable conflicts of laws provisions or principles of comity which would cause this Agreement to be interpreted or governed by the applicable law of any state other than the State of Texas. This Agreement shall also be governed by applicable federal laws and regulations. Notwithstanding any other terms of this Agreement, this Agreement shall be deemed to be amended automatically, without notice to either party, to comply with any statute, regulation or ruling (or any amendment thereof) of any government agency to whose jurisdiction Bank is subject.

Company and Bank agree that the procedures herein are commercially reasonable practices and standards of care on Bank's part.

[Signature Page Follows]

In Witness Whereof, Bank and the Company have executed this agreement as of _____ of 20_____.

Company: _____

Pegasus Bank

Tax ID#: _____

Lead Account #: _____

Name/Authorized Signer: _____

Signature: _____

Title: _____

Name: _____

Signature: _____

Title: _____

Address: _____

Additional Signer(s): The following individuals are authorized to instruct Pegasus Bank to make changes to the Treasury Management Services Agreement.

Name: _____

Title (Optional): _____

Signature of Authorized Signer _____

Name: _____

Title (Optional): _____

Signature of Authorized Signer _____

Name: _____

Title (Optional): _____

Signature of Authorized Signer _____

Name: _____

Title (Optional):

Signature of Authorized Signer

Name:

Title (Optional):

Signature of Authorized Signer

**Addendum A
Related Parties**

By executing in the space below, the undersigned hereby irrevocably, absolutely and unconditionally becomes a party to the Treasury Management Services Agreement initially entered into by and between Pegasus Bank and those other entities listed below or who hereafter join in the execution of those agreements as a "Company" thereunder and agrees to be bound by all the terms, conditions, covenants, obligations, liabilities and undertakings of each "Company" or to which each "Company" is subject thereunder, all with the same force and effect as if the undersigned were a signatory to the Treasury Management Services Agreement.

The undersigned hereby makes each of the representations and warranties and agrees to each of the covenants applicable to the "Company" contained in the Treasury Management Services Agreement. The undersigned also represents and warrants to the Bank that (a) it is a "Related Entity" for purposes of the Treasury Management Services Agreement, (b) has the power and authority, and the legal right, to make, deliver and perform the Treasury Management Services Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Addendum, (c) no consent or authorization of, filing with, notice to or other act by or in respect of, any governmental authority or any other Person that has not been obtained, made or completed is required in connection with the execution, delivery and performance, validity or enforceability of the Treasury Management Services Agreement, (d) this Addendum A has been duly executed and delivered on behalf of the undersigned, and (e) the Treasury Management Services Agreement constitutes a legal, valid and binding obligation of the undersigned enforceable against the undersigned in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

Company: _____ Tax ID#: _____ Authorized Signer: _____ Title: _____ Signature of Authorized Signer: _____ Date: _____ _____ _____	Pegasus Bank Name: _____ Title: _____ Signature: _____ Date: _____ _____ _____
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Company: _____ Tax ID#: _____ Authorized Signer: _____ Title: _____ Signature of Authorized Signer: _____ Date: _____ _____ _____	Company: _____ Tax ID#: _____ Authorized Signer: _____ Title: _____ Signature of Authorized Signer: _____ Date: _____ _____ _____
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Company: _____
Tax ID#: _____
Authorized Signer: _____
Title: _____
Signature of Authorized Signer: _____
Date: _____

Company: _____
Tax ID#: _____
Authorized Signer: _____
Title: _____
Signature of Authorized Signer: _____
Date: _____

Related Parties

Company: _____
 Tax ID#: _____
 Authorized Signer: _____

 Title: _____
 Signature of Authorized Signer: _____

 Date: _____

Company: _____
 Tax ID#: _____
 Authorized Signer: _____

 Title: _____
 Signature of Authorized Signer: _____

 Date: _____

Company: _____
 Tax ID#: _____
 Authorized Signer: _____

 Title: _____
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Company: _____
 Tax ID#: _____
 Authorized Signer: _____

 Title: _____
 Signature of Authorized Signer: _____

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Company: _____
 Tax ID#: _____
 Authorized Signer: _____

 Title: _____
 Signature of Authorized Signer: _____

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Company: _____
 Tax ID#: _____
 Authorized Signer: _____

 Title: _____
 Signature of Authorized Signer: _____

 Date: _____

Company: _____

Company: _____

Tax ID#: _____
Authorized Signer: _____
Title: _____
Signature of Authorized Signer: _____
Date: _____

Tax ID#: _____
Authorized Signer: _____
Title: _____
Signature of Authorized Signer: _____
Date: _____

**EXHIBIT A
PEGASUS BANK
ACCOUNT ANALYSIS SCHEDULE OF FEES**

ACTIVITY DESCRIPTION	PEGASUS PRICING
DEPOSITORY SERVICES	
Account Maintenance: First Account	15.00
Account Maintenance: Additional Accounts	10.00
Checks/Debits	0.15
Deposits/Credits	0.35
Checks Deposited	0.10
Encoding Charge	0.00
Manual Stop Payment Charge	12.50
Automated Stop Payment Charge	12.50
CD ROM (Statements)	30.00
NSF Charge	28.00
ACH SERVICES	
ACH - Maintenance (Per Company)	30.00
ACH - Blocking & Filtering (Per Account)	0.00
ACH - Blocking Exceptions	0.50
ACH - Items Originated	0.12
Same Day ACH Item Originated – Credit or Debit	0.50
ACH - Return Items	3.00
ACH - Reversals	10.00
ACH - Addenda Reporting	20.00
ACH - Credits Received	0.00
ACH - Debits Received	0.15
BALANCE REPORTING SERVICES	
Balance Reporting Monthly Maintenance (Per Company)	50.00
FUNDS TRANSFERS	
Wire - Monthly Maintenance (Per Company)	15.00
Wire - International Outgoing	50.00
Wire - International Incoming	0.00
Wire - Manual Outgoing	25.00
Wire - Online Outgoing	8.00
Wire - Incoming	0.00
Book Transfer	0.00
BUSINESS BILL PAY	
Business Bill Pay (Per Company)	10.00
LOCKBOX SERVICES	
Wholesale Lockbox Services (pricing available upon request)	
Medical Lockbox Services (pricing available upon request)	
RECONCILIATION SERVICES/POSITIVE PAY	
Positive Pay - Monthly Maintenance (Per Account)	0.00
Positive Pay – Payee Name Verification	0.00
Positive Pay – Exception Item	0.50
REMOTE DEPOSIT	
Monthly Maintenance – Single Feed Scanner	30.00
Monthly Maintenance – Multi-Feed Scanner	50.00
Mobile Remote Deposit Capture (mRDC) – Item Deposited	0.25
RETURN ITEMS	
Return Item - Redeposits	7.00
Return Item - Chargebacks	7.00
Rolls of Coin	0.10

**EXHIBIT A
PEGASUS BANK
ACCOUNT ANALYSIS SCHEDULE OF FEES**

ACTIVITY DESCRIPTION	PEGASUS PRICING
VAULT	
Straps of Currency	0.40
Rolls of Coin	0.10
ZERO BALANCE ACCOUNT SERVICES	
ZBA - Master Account Monthly Maintenance	20.00
ZBA - Subsidiary Account Monthly Maintenance	10.00
DEPOSIT ACCOUNT CONTROL AGREEMENT (DACA)	
DACA – Setup Fee (hard charge)	250.00
DACA – Monthly Maintenance Fee (account analysis)	100.00
DACA – Legal Fees (hard charge; incurred if Pegasus Bank’s standard DACA form is not used)	Actual
FILE TRANSFER PROTOCOL (FTP)	
File Manager (Outbound from Bank) / File Automation (Inbound to Bank) Flat fee; will not increase based on the number of accounts using the service or number of files being transmitted. However, this is per file type; if multiple file types are requested, this fee would be charged for each.	125.00
UNCOLLECTED FUNDS FEE	
Uncollected Funds Fee	Prime Rate on the last business day of the month

EXHIBIT B
SECURITY NOTICE

Bank utilizes the following security procedures for Pegasus Bank Treasury Management online access which Company agrees are a commercially-reasonable method of providing security against unauthorized access, payment orders or other transactions, but these procedures are not for the detection of error.

1. As applicable, Bank will:
 - a. Identify Authorized Users during log-in by utilizing multi-factor authentication that employs:
 - i. User IDs
 - ii. Passwords
 - iii. One-Time Passcodes
 - b. Identify Authorized Users during ACH file origination and/or online wire transfer initiation by use of the above as well as a token code.
2. Bank reserves the right to modify the identification process from time to time to implement new measures that are recommended in the industry to combat new or increased threats. Bank does not represent that any such security procedures are foolproof or may not be breached.
3. Bank will offer Company education and awareness programs dealing with security issues such as corporate account takeover, phishing and malware.
4. Company is responsible for the security of its computer equipment including internet access, networks, servers, desktops and laptops. Company should provide network, firewall and communication security as Company deems adequate. The following are some recommended industry standards:
 - a. An operating system that is kept up to date with the latest patches/releases available.
 - b. A firewall installed and turned on.
 - c. Anti-virus software installed with a current license maintained to ensure the continued receipt of updates that protect against the latest threats.
 - d. Anti-spyware software installed with a current license maintained to ensure the continued receipt of updates that protect against the latest threats.
 - e. Company should engage an outside IT security firm to test/audit the IT infrastructure of the Company on an annual basis.
5. Company and its Authorized Users agree to use standard safety precautions including but not limited to the following:
 - a. Use of a strong password. A strong password is a mixture of numbers, letters, upper and lower case along with special characters. Passwords should be a minimum of 8 characters in length.
 - b. Keep access codes, i.e., user IDs, passwords, challenge questions and tokens, secure. Do not share any access codes with others.
 - c. Always log off from online banking. Utilize the automatic timeout feature that prevents others from continuing Authorized User's online banking session if Authorized User leaves his/her computer.
 - d. Do not use the "Remember Password" feature for online banking or transactional websites.
 - e. Review Company's bank statements and transactions promptly and report any errors, questionable transactions, or problems immediately to Bank.
 - f. Report any suspicious e-mails or telephone requests for information that purport to be from Bank.
 - g. Should the Online Administrator for Pegasus Bank Treasury Management Services receive a system-generated email reporting that a user was presented with challenge questions, the Online Administrator should immediately verify with the user that the user was challenged by the questions, and if not, the incident should be immediately reported to Bank.
6. Company acknowledges that Bank strongly recommends "dual control" security procedures such as the use of both a user ID and password **and** an authentication token, and log in by **two** Authorized Users to initiate ACH and wire transfers. Company acknowledges that Company understands the additional risks Company assumes if Company declines dual control security procedures. Company has reviewed the remaining security procedures and has determined that the remaining security procedures are suitable for its needs and are commercially reasonable. Company hereby waives all liability and releases the Bank from any claim resulting from Company's failure to use dual control. Further, Company indemnifies and holds harmless Bank and each of its directors, officers, employees, agents, successors and assigns from and against all liability, loss and damages of any kind (including attorneys' fees and other costs incurred in connection therewith) incurred by or asserted against the Bank in any way relating to or arising out of Company's failure to use dual control, except to the extent such liability, loss or damage is caused by the gross negligence or willful misconduct of the Bank (provided that reliance, without further investigation, on any oral, telephonic, electronic, written or other request, notice or instruction believed in good faith to have been given by company will in no event constitute gross negligence or willful misconduct on the part of Bank). The terms of this Section 6 shall survive the termination of this Agreement.
7. Company agrees to complete and return any system audits required by the Bank. Bank, at its sole discretion, may lock or terminate the online credentials of Company if it fails to return the audit in a timely manner.
8. Company acknowledges that Bank strongly recommends that every account be subscribed to the ACH Debit Blocking & Filtering Service

to combat electronic payment fraud, and to either the Positive Pay Service OR the Post No Checks Service to combat potential check fraud. In consideration of Bank’s offering Company the opportunity to subscribe to these services, Company hereby waives and releases, to the maximum extent permitted by law, Company’s right to seek recourse against bank for any loss Company suffers as result of the processing of any item presented on Company’s account, regardless of whether such item represents a forgery, alteration, or fraudulent endorsement, and regardless of whether such loss is attributed in whole or in part to bank’s negligence. This waiver and release is intended to be broad in scope, and encompasses all claims Company would otherwise have under Articles 3 and 4 of the Uniform Commercial Code or at law or in equity. **[ADD INITIAL BOX FOR ESIGN HERE]**

- 9. Company acknowledges that Bank has informed Company that if Company chooses not to use ACH Blocking & Filtering and Positive Pay OR Post No Checks Services on an account, Bank will have no liability to Company for any transaction which occurs on Company's account which ACH Blocking & Filtering, and Positive Pay or Post No Checks, was designed to discover and/or prevent. In addition, Bank will not have any duty to re-credit Company’s account for any loss arising out of such transaction. **[ADD INITIAL BOX FOR ESIGN HERE]**

Company:
Name: _____
Title: _____
Signature: _____
Date: _____

Pegasus Bank
Name: _____
Title: _____
Signature: _____
Date: _____

EXHIBIT C

MOBILE BANKING MOBILE APP TERMS OF USE AGREEMENT

PLEASE READ THE FOLLOWING TERMS OF USE AGREEMENT (THIS "AGREEMENT") CAREFULLY BEFORE INSTALLING AND USING THE PEGASUS BANK MOBILE APPLICATION ("APP").

THE PEGASUS BANK MOBILE APP IS SOLELY FOR USE BY PEGASUS BANK TREASURY MANAGEMENT CUSTOMERS WHO HAVE EXECUTED THE PEGASUS BANK TREASURY MANAGEMENT SERVICES AGREEMENT.

GENERAL TERMS AND CONDITIONS

Your registration, installation, access or use of the Pegasus Mobile Application software and the accompanying documentation, and other functionality of the software (collectively, the "Software") signifies your agreement to the terms, conditions and notices contained or referenced in this Agreement. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU SHOULD NOT USE THE SOFTWARE FOR ANY PURPOSE. BY INSTALLING AND/OR USING THE SOFTWARE, YOU EXPRESSLY AGREE TO BE BOUND TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT AS WELL AS ALL TERMS AND CONDITIONS SET FORTH BY APPLE INC. FOR YOUR DOWNLOAD OF THE SOFTWARE THROUGH APPLE'S APP STORE OR GOOGLE PLAY. PLEASE NOTE THAT ANY VIOLATION OF THESE TERMS MAY RESULT IN SUSPENSION OR TERMINATION OF YOUR ABILITY TO ACCESS AND USE THE SOFTWARE.

PLEASE NOTE THAT FROM TIME TO TIME AND IN ITS SOLE DISCRETION, BANK MAY AMEND THESE TERMS OF USE, WITH OR WITHOUT PRIOR NOTICE. BANK, IN BANK'S SOLE DISCRETION, AND WITHOUT LIABILITY TO YOU, HAS THE RIGHT TO REMOVE OR ADD CERTAIN FEATURES OF THE SOFTWARE, TO DISABLE THE SOFTWARE ENTIRELY, AND/OR TO DISCONTINUE PROVIDING SUPPORT FOR THE SOFTWARE.

YOUR CONTINUED USE OF THE SOFTWARE FOLLOWING ANY CHANGES MADE TO THE SOFTWARE OR THIS AGREEMENT CONSTITUTES YOUR ACCEPTANCE OF THOSE CHANGES AND THAT YOU AGREE TO BE LEGALLY BOUND BY THEM UNDER THIS AGREEMENT.

Your use of the Software may also be affected by the Treasury Management Services Agreement executed by you and our Privacy Policy, each of which are incorporated by reference herein. When you link an account to the Software you do not change the agreements you already have with us for that account. For example, when you link your accounts subject to the Treasury Management Services Agreement to the Software, the terms and conditions of your Treasury Management Services Agreement do not change. You should review that agreement for any applicable fees, for limitations on the number of transactions you can make, and for other restrictions that might impact your use of an account with the Software.

In the event of any conflict or inconsistency between the terms of your Treasury Management Services Agreement(s) and the terms hereof, the terms of your Treasury Management Services Agreement shall govern.

The Software is solely for use by treasury management Companies of Bank who have executed the Pegasus Bank Treasury Management Services Agreement. By using the Software, you represent and warrant that you meet the foregoing eligibility requirements. If you do not meet these requirements, you must not access or use the Software.

INTELLECTUAL PROPERTY; GRANT

All intellectual property contained in the Software, including all Software material, is protected by copyright, trademark, or patent laws, and is owned exclusively by Bank or its licensors. Intellectual property includes, but is not limited to, computer or software code, scripts, design elements, graphics, interactive features, artwork, text communication, and any other content that may be found on or in the Software. All trademarks, service marks and trade names are owned, registered and/or licensed by Bank.

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SOFTWARE USAGE

The Software permits the Bank and its Affiliates to perform a number of banking functions through the use of a mobile device (e.g., tablet or Smartphone), on accounts linked to the Software.

You agree to use the Software only for lawful purposes. Use of Software in violation of any applicable law, regulation, ordinance, or other rule imposed by any governmental authority is prohibited. You may not, for example, use the Software to transmit, post, download, distribute, copy, display publicly, store or destroy material (a) in violation of any applicable law or regulation, (b) in a manner that will infringe the copyright, patent, trademark, trade secret or other intellectual property rights of others or violate the privacy or publicity or other personal rights of others, or (c) that is libelous, obscene, offensive, threatening, defamatory, abusive or hateful.

You are prohibited from violating or attempting to violate the security measures on the Software, including, without limitation:

1. Using a false password or one belonging to another user or accessing data not intended for the user or logging into a server or account which such user is not authorized to access;
2. Disclosing a password or permitting a third party to use a password or failing to notify us if a password is compromised;
3. Attempting to probe, scan or test the vulnerability of the system or network or to breach security or authentication measures without proper authorization;
4. Attempting to interfere with service to any user, host or network;
5. Sending unsolicited e-mail, including promotions and/or advertising of products or services; and
6. Hijacking all or any part of the Software content, deleting or changing any Software content, deploying pop-up messages or advertising, running

or displaying the Software or any Software content in frames or through similar means on another Software, or linking to the Software or any page within the Software, without our specific written permission.

You are strictly prohibited from, and agree that you will not, adapt, edit, change, modify, transform, publish, republish, distribute, or redistribute this application or the material on this application (in any form or media) without Bank's prior written consent. You agree not to use any automated data collection methods, data mining, robots, or scraping or any data gathering methods of any kind on this application.

Bank has absolute discretion to determine if any use violates these rules, and to act as Bank deems appropriate in the event of any violation. Violations of system or network security may result in civil or criminal liability. Bank will investigate occurrences which may involve such violations and may involve, cooperate with, and make disclosures to, law enforcement authorities in identifying and prosecuting users who are involved in such violations.

Not all Software features are currently available on all mobile devices or with all operating systems. Availability depends on the mobile device's operating system and capabilities.

You must have the most current version of the Software to ensure that it is working properly. It is your responsibility to periodically check the Software and/or our website at <https://www.pegasusbankdallas.com> to determine if you have the most current version of the Software.

ACCOUNT INFORMATION; AUTHORIZED USERS

The Software is intended to be used with depository accounts established by the Company at the Bank. These accounts, together with any other account subsequently established by the Company or an Affiliate at the Bank, are sometimes referred to herein as the "Company Accounts" or a "Company Account," and are hereby made subject to this Agreement when accessed through or used in connection with the Software. The Software is linked to the Company Accounts of authorized users designated by Authorized Signer(s) (as defined in the Treasury Management Services Agreement) designated in the Treasury Management Services Agreement ("Authorized Users"). By installing the Software and accessing an account, the individual installing the Software and accessing an account represents to Bank that he/she is a current Authorized User of such Company Account and that he/she has the requisite authority to access and/or edit such account using the Software. Company Accounts may only be accessed by Authorized Users. For more information regarding Company Accounts and Authorized Users, please see the Treasury Management Services Agreement.

If Bank believes that security has been breached or unauthorized account access has occurred, Bank may deactivate, cancel, or change user account information (including without limitation authentication tokens or passwords) without prior notice to you or otherwise block access to the Software without prior notice to you until Bank is satisfied that security over access and use has been assured.

The Software is provided for your convenience and does not replace your monthly account statement, which is the official record of the Company Accounts.

If you think that there is a problem with your Company Account or your ability to access the Company Account through the Software, please contact the Bank at:

Pegasus Bank
Treasury Management Department
P.O. Box 7908
Dallas, TX 75209-7908
Phone: 214.353.3085
E-mail: TM@pegasus.bank

FEES; SYSTEM REQUIREMENTS

Except as otherwise provided in this Agreement or your Treasury Management Services Agreement, there is no fee for installing the Software and no monthly service charge for accessing your linked accounts with the Software. Please review your Treasury Management Services Agreement for additional information regarding account fees. However, depending on how you access the Software, you might incur charges for:

1. Normal account fees and service charges;
2. Any Internet service provider fees; or
3. Any wireless carrier fees, including, without limitation fees for SMS text messages

Check your wireless carrier or Internet service provider agreement(s) for details. You are responsible for these fees and charges.

Further, you understand that you are responsible for acquiring, maintaining and operating your mobile device and all associated hardware and software. Bank is not responsible for any errors or failures or other problems related to the mobile device.

SOFTWARE CONTENTS

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Bank may update the Content or functionality in the Software from time to time. Although Bank attempts to provide accurate and up-to-date information, the Software and its Content are not necessarily complete or up-to-date at all times. Any of the material on the Software may be out-of-date at any given time, and Bank is under no obligation to update such material.

Requests to use the Content for any purpose other than as permitted in this Agreement should be submitted to TM@pegasus.bank or to the address listed above.

You acknowledge that you will have access to certain confidential information regarding the Bank's execution of service(s) contemplated by your Treasury Management Services Agreement. You shall not disclose any such confidential information of Bank and shall use such confidential information only in connection with the transactions contemplated by this Agreement and the applicable account agreement.

YOUR PRIVACY RIGHTS

All information Bank collects on the Software is subject to Bank's Privacy Policy <http://www.pegasusbankdallas.com/home/privacy>. By using the Software or the Services, you consent to all actions taken by Bank with respect to your information in compliance with the Privacy Policy.

TEXT MESSAGES AND ALERTS

You agree that Bank may send you information, including without limitation, SMS text messages and alerts, through your wireless provider to your mobile device and that your wireless provider is acting as your agent for such communications. You agree that these services may not be encrypted and may include confidential information about you and the Company Accounts. You agree that Bank shall not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or inaccurate content of information sent through SMS text messages or alerts. You agree to provide Bank with a valid telephone number for the delivery of SMS text messages and alerts and agree to indemnify Bank from any loss, damage or liability arising out of the provision of a telephone number that is not your own.

INFORMATION SECURITY

Bank has implemented security measures to help protect against the risk of loss, misuse, and alteration of sensitive information that you provide. Nevertheless, such security measures may not prevent all loss, misuse, or alteration of information on the Software, and Bank is not responsible for any damages or liabilities relating to any such security failures. By using the Software, you understand that there is a risk that data and communications, including e-mail and other electronic communications, may be accessed by unauthorized third parties when communicated over the Internet. The foregoing does not affect any liability which cannot be excluded or limited under applicable law.

YOU AGREE TO INDEMNIFY AND DEFEND BANK AND HOLD BANK HARMLESS IF THE BANK ACTS WITH ORDINARY CARE AND IN GOOD FAITH IN RESPONDING TO ANY EMAIL OR SMS TEXT MESSAGE SENT FROM THE MOBILE DEVICE. This indemnity shall survive any termination of this Agreement.

Please see Bank's Privacy Policy and Treasury Management Services Agreement with Company for more information regarding account security and security procedures.

LINKS TO THIRD PARTY WEBSITES

Bank is not responsible for the contents of any linked website that may be contained on the pages of Bank's Software, or any link contained in a linked website, or any changes or updates to such websites. The inclusion of any link does not imply endorsement by Bank of that website and is provided only for informational purposes.

INDEMNIFICATION

You will indemnify, defend and hold harmless Bank, its officers, directors, shareholders, employees, agents, and contractors (collectively, the "Bank Parties") from and against any and all losses, costs, suits, damages, liabilities and expenses (including reasonable attorney's fees) arising from your installation or use of the Software, which you or any other person may suffer or be liable for arising out of any errors, negligence, action, non-action, or involvement by you or Bank under this Agreement. You agree that Bank Parties will not be liable (a) for the quality of performance or lack of performance of the Software supplied by Bank Parties to you in connection with this Agreement or (b) for the transmission or failure of transmission of any information from you to Bank or from Bank to you. To the maximum extent permitted by law, you agree that the Bank Parties will not be liable for events or circumstances beyond their reasonable control, including without limitation, those circumstances described in the Treasury Management Services Agreement, and the liability of Bank Parties will be limited to correcting errors caused by Bank Parties. In addition, Bank Parties will not be responsible for any act or failure to act by any correspondent bank, Federal Reserve Bank, SWIFT, NACHA, or any other third party. BANK PARTIES WILL NEVER BE LIABLE OR RESPONSIBLE FOR CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL OR INCIDENTAL DAMAGES OR LOSSES, INCLUDING LOST PROFITS, LOSS OF USE, LOSS OF DATA OR COST OF COVER (WHETHER OR NOT ANY OF BANK PARTIES WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES). The indemnification provided herein is supplemental to and does not limit in any manner the indemnities provided for in the Treasury Management Services Agreement. These indemnification provisions shall survive any termination of this Agreement.

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THE CONTENT, SERVICES, INFORMATION AND ACCESS TO THE SOFTWARE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, AND NON-INFRINGEMENT. BANK DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SITE IN TERMS OF ITS QUALITY, CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. BANK DOES NOT WARRANT THAT ANY PART OF THE SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SOFTWARE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT TRANSMISSION TO OR FROM THE SOFTWARE AND ACCESS TO THE SOFTWARE WILL BE UNINTERRUPTED, CONTINUOUS, OR ERROR-FREE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER

APPLICABLE LAW.

IN NO EVENT SHALL BANK PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS AND LOST REVENUES, EVEN IF BANK HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION UNDER CONTRACT, NEGLIGENCE OR ANY OTHER THEORY, ARISING OUT OF OR IN CONNECTION WITH THE USE, INABILITY TO USE, OR PERFORMANCE OF THE INFORMATION, SERVICES, PRODUCTS, AND MATERIALS AVAILABLE FROM THE SOFTWARE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OR THE EXISTENCE OF ANY LIMITED REMEDY. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

INACCURACY; RELIANCE

The information presented on or through the Software is made available solely for Authorized Users of Company Accounts. From time to time there may be information on the Software that contains typographical errors, inaccuracies, or omissions, including those that may relate to service descriptions, availability, and account information. Bank does not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. BANK DISCLAIMS ALL LIABILITY AND RESPONSIBILITY ARISING FROM ANY RELIANCE PLACED ON SUCH MATERIALS BY YOU OR ANY OTHER USER OF THE SOFTWARE, OR BY ANYONE WHO MAY BE INFORMED OF ANY OF ITS CONTENTS. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Bank reserves the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice.

Bank will use commercially reasonable efforts to provide accurate and updated information. However, Bank cannot and does not guarantee the accuracy of such information. Finally, through the Software, Bank may provide the capability for you to upload and download files from/to your mobile device. Although Bank takes the security precautions outlined in the Terms of Use, Privacy Policy, and account agreement(s), there can be no guarantee that files you download from the Software will be corruption free, will not be intercepted by hackers, or will meet your needs and expectations.

MODIFICATIONS OF TERMS OF USE

Bank, in its sole discretion, reserves the right to update, revise, supplement and to otherwise modify this Agreement, and to impose new or additional terms and conditions on your use of the Software from time to time. Such updates, revisions, supplements, modifications and additional rules, policies, terms and conditions (collectively referred to in this Agreement as "Additional Terms") will be effective immediately and incorporated into this Agreement upon notice thereof as may be required by law or immediately if no notice is so required, which may be given by any reasonable means, including by posting to the Software or our website available at <https://www.pegasusbankdallas.com>. Your continued access or use of the Software following such notice will be deemed to conclusively indicate your acceptance of any and all such Additional Terms.

CONSENT TO MONITORING

While Bank is under no obligation to monitor the account, changes made using the Software by you or any other Authorized User or the personal information provided by you in registering with Bank, you acknowledge and agree that Bank may at any time monitor your use of the Software as well as the changes that you make without prior notice to you.

TERMINATION

Your access to a Company Account through the Software remains in effect until the applicable Company Account or your authorization to the Company Account is terminated by you or Bank. You may cancel your Company Accounts in accordance with the Treasury Management Services Agreement. Your use of the Software will also end if you close all Company Accounts linked to your account.

Bank may terminate your access to the Software for any reason, including inactivity, at any time. Bank will try to notify you in advance, but Bank is not obliged to do so.

WAIVER

Bank's failure to enforce strict performance of any provision of this Agreement will not constitute a waiver of Bank's right to subsequently enforce such a provision or any other provision of this Agreement, nor will any delay or omission on the part of Bank to exercise or take advantage of any right or remedy that Bank has or may have hereunder, operate as a waiver of any right or remedy.

SEVERABILITY

In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be invalid or unenforceable, the remaining portion hereof shall remain in full force and effect and such a provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed to the extent necessary to make such provisions valid and enforceable.

DISPUTE RESOLUTION; JURISDICTION

This Agreement and all actions, causes of action, or claims of any kind (whether at law, in equity, in contract, in tort, or otherwise) that may be based upon, arise out of, or relate to this Agreement, or the negotiation, execution, or performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, including without limitation Texas laws relating to applicable statutes of limitation, without regard to applicable conflicts of laws provisions or principles of comity which would cause this Agreement to be interpreted or governed by the applicable law of any state other than the State of Texas. Any controversy or claim arising out of or relating to this Agreement, or the breach hereof, shall be settled by arbitration in the city of Dallas, Texas in accordance with Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. This agreement to arbitrate shall be specifically enforceable under applicable law in any court of competent jurisdiction. You submit to jurisdiction in the State of Texas for any action or cause arising out of this Agreement and agrees that venue shall be in Dallas County, Texas. Claims hereunder will be arbitrated on an individual basis and, as such, the arbitrator's authority is limited to claims between the Bank and you alone. You and Bank expressly agree that the arbitrator may not consolidate or join more than one person's or party's claims, and may not otherwise preside over any form of a consolidated or class proceeding or over claims brought in a purported representative capacity on behalf of the general public, other Bank Affiliates, or other persons or entities similarly situated. Furthermore, the arbitrator may award relief (including monetary, injunctive and declaratory relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party's individual claim(s).

The Software (excluding linked sites) is controlled by Bank which is headquartered in the State of Texas, United States of America. Bank makes no representation that materials on the Software are appropriate or available for use in other locations, and accessing them from territories where their contents are illegal is prohibited. Those who choose to access the Software from other locations do so on their own initiative and are responsible for compliance with local laws.

ENTIRE AGREEMENT

This Agreement, the Treasury Management Services Agreement and the Exhibits thereto, including any and all subsequent modifications and changes by Bank and any agreements incorporated by reference herein or therein, constitute the entire understanding between you and Bank pertaining to the Software and supersedes all previous communications, representations and agreements, whether oral or written, relating to the Software.

COMPANY SUPPORT

Should you have any questions or concerns regarding the Software, please contact us at:

Pegasus Bank
Treasury Management Department
P.O. Box 7908
Dallas, TX 75209-7908
Phone: 214.353.3085
E-mail: TM@pegasus.bank

For reporting unauthorized account access or transactions, please call the Bank at 214.353.3000.

EXHIBIT D

FRAUD PREVENTION SERVICES – ACH BLOCKING & FILTERING, POSITIVE PAY, POST NO CHECKS

COMPANY NAME:		LEAD ACCOUNT:	
<p>Company declines to use ACH Blocking & Filtering on Company’s account(s).</p> <p>Company declines to use Positive Pay or Post No Checks Services on Company’s account(s).</p> <p>DECLINE OF ACH BLOCKING & FILTERING, POSITIVE PAY AND/OR POST NO CHECKS SERVICES. CUSTOMER ACKNOWLEDGES THAT PEGASUS BANK HAS INFORMED CUSTOMER THAT IF CUSTOMER CHOOSES NOT TO USE ACH BLOCKING & FILTERING AND EITHER POSITIVE PAY OR POST NO CHECKS SERVICES, PEGASUS BANK WILL HAVE NO LIABILITY TO CUSTOMER FOR ANY TRANSACTION WHICH OCCURS ON CUSTOMER’S ACCOUNT WHICH THESE SERVICES WERE DESIGNED TO DISCOVER AND/OR PREVENT. IN ADDITION, PEGASUS BANK WILL NOT HAVE ANY DUTY TO RE-CREDIT CUSTOMER’S ACCOUNT FOR ANY LOSS ARISING OUT OF SUCH TRANSACTION.</p>			

ACH Blocking: For account(s) designated with such below, all inbound ACH transactions will automatically be blocked. Company may designate whether All Items, Debit Items, or Credit Items are to be rejected.

ACH Debit Filtering/Filter Management: Company may establish filters for allowable ACH debits in advance, and may build such filters on the Treasury Management platform. Company may also choose to activate the ACH Filter Management Service and, as exception items are presented, select “Add to Filter” to build allowable filters. Note that Bank will establish all “on us” transactions as allowable.

Alternatively, Company may provide filter information in the space below. Authorized transactions will be processed as normal. Transactions are authorized by Account and by Originator ID. Transactions may be authorized for a specific amount or a maximum amount. If Company does not specify a maximum dollar limit, the default value of \$99,999,999.99 will be assigned.

Exception items will be available by 8:30 a.m. CST. Company must submit a “Pay” or “Return” decision online by 2 p.m. CST or Bank will return the item(s) as R29 – Corporate Company Advises Not Authorized.

Positive Pay: Exception items will be available at 8:30 a.m. CST. Company must make a pay or return decision online by 2 p.m. CST or the Bank will follow the default instructions selected below.

Post No Checks. Bank will automatically return all checks presented for payment on Company’s accounts designated as “Post No Checks.”

TYPE OF REQUEST – Select requested

- New
 Add
 Change
 Delete

COMPANY INFORMATION – Complete all fields

Primary Company Contact	Email Address
Work Phone	Cell Phone
Secondary Company Contact	Email Address
Work Phone	Cell Phone

ACCOUNT NAME	ACCOUNT NUMBER	ACH BLOCK	POST NO CHECKS	POSITIVE PAY	POSITIVE PAY END OF DAY DEFAULT
		<input type="checkbox"/> All Items <input type="checkbox"/> Debits <input type="checkbox"/> Credits	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Pay <input type="checkbox"/> Return
		<input type="checkbox"/> All Items <input type="checkbox"/> Debits <input type="checkbox"/> Credits	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Pay <input type="checkbox"/> Return
		<input type="checkbox"/> All Items <input type="checkbox"/> Debits <input type="checkbox"/> Credits	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Pay <input type="checkbox"/> Return
		<input type="checkbox"/> All Items <input type="checkbox"/> Debits <input type="checkbox"/> Credits	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Pay <input type="checkbox"/> Return
		<input type="checkbox"/> All Items <input type="checkbox"/> Debits <input type="checkbox"/> Credits	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Pay <input type="checkbox"/> Return

ACH Filter Management

Should Company opt to have Bank build ACH filters, Company may provide filter criteria below. Transactions may be authorized for a specific amount or a maximum amount. If Company does not specify a maximum dollar limit, the default value of \$99,999,999.99 will be assigned.

Account Number	Originator ID (10 digits)	Originator Name	Maximum Amount	Payment Amount
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$

Company authorizes Pegasus Bank to implement Services in accordance with the instructions on this form and agrees to the provisions of the Treasury Management Services Agreement, as amended from time to time.

Company: _____

Pegasus Bank _____

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____