

TREASURY MANAGEMENT SERVICES
Addendum to Master Agreement
Remote Deposit Services Agreement

Bank of Houston (the "Bank") and _____ ("Company") agree to supplement the Treasury Management Services Master Agreement between the Bank and Company dated _____ (the "Agreement") as follows:

1. Services. The Bank shall provide Company with remote deposit services ("Remote Deposit Service") that will enable Company to scan deposits (see equipment requirement attached hereto as Schedule 1) and to convert checks in the deposit to electronic items and to transmit those items electronically for deposit to Company's account at Bank. Company desires to use remote deposit to electronically transmit and process checks for deposit and collection purposes.
2. Deposit Instructions. Company elects, when required, to use Bank of Houston's Remote Deposit Service for the purpose of converting the first paper check issued with respect to a particular payment transaction ("Check") to an electronic image or paper reproduction of the Check ("Substitute Check") for deposit with a bank of first deposit ("BOFD") or for presentment to a collecting bank, Federal Reserve Bank, or private clearing bank. The Bank reserves the right to establish limits on the Company's Remote Deposit transaction volumes and/or transaction amounts.
3. Warranties. In converting Checks and presenting Substitute Checks to the Bank hereunder, Company hereby makes to the Bank all warranties that the Bank is deemed to make, and shall indemnify the Bank, to the same extent that the Bank is responsible for indemnifying, all subsequent recipients of the Substitute Checks under the Check Clearing for the 21st Century Act and Subpart D of Regulation CC promulgated by the Federal Reserve ("Regulation CC") (together, "Check 21"). Bank shall not have any obligation to screen items for legal compliance. Without limiting Company's indemnification obligation set forth above, Company agrees to defend, indemnify, and hold the Bank harmless from and against all liability, damage, and loss arising out of any claims, suits, or demands brought by third parties with respect to any such Substitute Checks, including without limitation liability arising out of clearinghouse keying errors.

Bank will determine the manner in which images are cleared or presented for payment. At the Bank's discretion, electronic images may be collected through image exchange arrangements with other banks, clearinghouses, and the Federal Reserve Banks, and Company agrees to comply with and be bound by any clearinghouse agreements, operating circulars, images exchange agreements, and other agreements to which Bank is a party.

4. Operational Guidelines. Company agrees to follow and abide by the Bank's Remote Deposit Capture Operational Guidelines (the "Operational Guidelines") attached to this Addendum, as the same may be amended by the bank from time to time.
5. Company Obligations. Company represents and warrants that with respect to each Check processed by Company hereunder and the corresponding Substitute Check: (i) the Substitute Check is a digitized image of the front and back of the Check as of the time Company converted the Check to an electronic item, in accordance with the Standards (defined hereafter), (ii) the Substitute Check contains all endorsements applied by parties that previously handled the Check in a form for forward collection or return, and (iii) all transfers and presentment warranties made under applicable law and any existing agreement with the Bank are also made with respect to the Check and Substitute Check. Company further represents and warrants that the Substitute Check meets all requirements for "legal equivalence" (as defined in Check 21) and that no bank will be asked to make payment on the related Check once the Substitute Check has already been paid.

Company acknowledges and agrees that the Bank will not process any transmission that does not meet the requirements of clauses (i), (ii), and (iii) above, and that the Bank will have no responsibility or liability for such transmission. Additionally, the Bank shall have no liability for transactions completed with the use of Company's Security Procedures (as defined in the Agreement) whether or not authorized. Company agrees to indemnify and hold harmless the Bank in connection with any transmission sent hereunder that does not meet the requirements of clauses (i), (ii), and (iii) above. As used herein, "Standards" means the applicable standards set forth in Check 21 or as promulgated by the American National Standards Institute (ANSI) for image quality and transmission protocols (or any amendment to or substitute for such standards as may be promulgated from time to time), the Federal Reserve Bank Board of Governors, and any other regulatory agency, clearinghouse or association. Additionally, Company is responsible for ensuring the MICR line information from the original Check is accurately scanned and entered for each electronic item sent to Bank.

Company shall only submit to Bank electronic items that are images of original Checks that are eligible for the service, subject to the following limitations and as otherwise described in any documentation that may be provided by the Bank:

- a. Only those items made payable to Company that Company receives from its customers in the ordinary course of its business may be deposited through the service.
- b. All items deposited through the service must be drawn on an insured financial institution located in the United States and bear one of the following handwritten, stamped, or virtual endorsements: "For Deposit Only at Bank of Houston" or Company Name and Account number.

Company is solely responsible for transporting Checks received at any of its remote business sites to Company's processing site and for the creation, transmission, and delivery of all electronic items and electronic cash letter item files to Bank in compliance with this Agreement, the Operational Guidelines, and any User Documentation.

Company acknowledges that an electronic item or an electronic cash letter item file will not be deemed delivered to Bank (or deposited with or presented to Bank) until (1) Bank receives such electronic item files at locations and in compliance with Operational Guidelines and User Documentation, and (2) Bank sends to Company a deposit acknowledgement confirming such receipt through the service's communication systems. However, Bank's acknowledgement of a file's receipt does not constitute its acknowledgement that the file contains no errors or that it is responsible for the information in the file.

On a daily basis, Company will review all input and output, controls, reports, email messages, and documentation to ensure the integrity of the data Bank processes. Each day, Company will also check exception reports to verify the correct entry of all file maintenance entries and non-dollar transactions. Company is responsible for initiating timely remedial action to correct any improperly assessed data that these reviews disclose.

6. Previously Truncated and Reconverted Items. If Company captures a digital image of a previously truncated and reconverted Substitute Check for processing, Company shall ensure that such Substitute Check also meets the requirements for legal equivalency under Regulation CC and the identification of previous truncating and reconverting bank(s).
7. Provisional Credit and Availability of Funds. Upon processing an electronic item, Bank shall grant Company's account provisional credit for the total deposit amount. Provisional credit means that the credit is made to Company's account subject to final payment of the Substitute Checks and subject to the terms of the Bank's deposit account agreement with Company. Availability of funds will be determined pursuant to Regulation CC.
8. Returned Items. If Substitute Checks previously deposited by Company are dishonored and returned unpaid by the drawee bank, Company understands and agrees that, since Company either maintains the original Check or has destroyed the original Check, the original Check will not be returned by Bank and Bank may charge back an image of the original Check to Company's account. Company understands and agrees that the image may be in the form of an electronic or paper reproduction of the original Check or a Substitute Check. Company agrees not to deposit the original Check if an image or other debit as previously described is charged back to Company. Company may authorize Bank to redeposit all returned items payable to Company the first time they are returned, regardless of the reason for return, as applicable. Subsequent returns of the same item will be charged to Company's account and returned by regular mail to Company. Company will then be responsible for the collection of said items.
9. Equipment Requirements. Company agrees to properly utilize Bank standardized equipment that has been certified with the remote deposit product as set forth on attached Schedule IV-1. At the time equipment is installed, Company will pay an initial set up fee in the amount specified in the Bank's current Treasury Management Schedule of Fees. Bank is not responsible for any errors or failures resulting from defects in or malfunctions of Company's computer hardware or software. Company will promptly pay any fees and costs assessed by the Bank's service provider for any needed repairs, as well as the service provider's fees and costs for any routine maintenance recommended to keep the equipment in proper repair for the duration of this Agreement. THE BANK MAKES NO WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING ANY EQUIPMENT PROVIDED, REQUIRED, OR INSTALLED BY THE BANK IN CONNECTION WITH REMOTE DEPOSIT SERVICES. Company acknowledges and agrees that all right, title, and interest in the remote deposit equipment together with the remote deposit system utilized by the Bank, and any modifications, enhancements, derivative works, and all intellectual property rights such as copyrights, patents, and trade secrets, pertaining thereto are owned exclusively by the Bank and its licensors.
10. Errors. Company agrees to notify the Bank of any suspected errors regarding items deposited through Remote Deposit Service immediately, and in no event later than thirty (30) days after the applicable bank account statement is sent. Unless Company notifies the Bank within thirty (30) days, such statement regarding all deposits made through the Remote Deposit Service shall be deemed correct, and company is prohibited from bringing a claim against the Bank for such alleged error.
11. Miscellaneous. Company understands and agrees that it is responsible for the quality, completeness, accuracy, and validity of the image files it transmits. Bank is not obligated to inspect or verify an electronic image to determine the accuracy, legibility, or quality. Bank reserves the right to correct or amend MICR line information associated with an electronic image to facilitate processing of the electronic image or a Substitute Check created from that electronic image.

Company acknowledges that it is suggested that it retain original Checks in a safe and secure environment for no less than sixty (60) days and mark such Check as necessary to prohibit misuse. It will also be the responsibility of the Company to mark or shred and destroy any deposited items that were converted to an electronic image for deposit. Company acknowledges that all deposits received by the Bank by 5:00 p.m. CST on a Business Day (as defined in the Agreement) will be accepted for same day processing. Electronic images and cash letter image files that are received on a day that is not a Business Day for the Bank, or after 5:00 p.m. CST on a Business Day will be deemed to have been received by Bank at the opening of Bank's next Business Day. Electronic images shall be deemed received by the Bank based upon time of receipt by the Bank, as well as successful receipt of the transmission of such images that are complete, usable, and adhere to the Standards. Company further acknowledges that it will retain fully qualified, properly trained, and experienced staff sufficient to perform the Company's obligations for use of the remote deposit product.

Bank reserves the right at any time to refuse to deposit or process electronic images and electronic cash letter image files, and to return same to Company without prior notice. Bank may request that Company deposit the original Check for processing and collection, instead of the electronic image.

12. Contingency Plan. Customer agrees that, in the event Customer is not able to capture, balance, process, produce or transmit a file to Bank, or otherwise comply with the terms of this Agreement for any reason, including, but not limited to, communications, equipment or software outages, interruptions or failures, Customer will use the mobile deposit app or transport the originals of all Checks to the closest office of Bank and deposit original Checks with Bank until such time that the outage, interruption or failure is identified and resolved. The deposit of original Checks at an office of Bank shall be governed by the terms and conditions of the Deposit Agreement and not by the terms of this Agreement. Notwithstanding the foregoing, and to the extent applicable, Section 3 of this Agreement dealing with warranties shall apply to the deposit of original Checks.
13. Termination. Within five (5) days after the termination of this Agreement, Company will make any necessary arrangement to enable Bank or its service provider to remove the equipment from Company's premises. Company agrees that, at the time the equipment is returned to Bank or its service provider, the equipment will be in the same good order and condition in which it was delivered, ordinary wear and tear expected, and free and clear of any liens created by Company. If the equipment is not returned to the Bank, Customer agrees to pay for the cost of scanner at present market value.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their duly authorized representatives as of the date indicated below.

BANK OF HOUSTON

Signature of Authorized Representative
David Melo

Printed Name
SVP

Title

Date

Signature of Authorized Representative

Printed Name
Authorized Signer

Title

Date

Treasury Management Services

Schedule 1

The following is the minimum equipment requirements and specification for a company to utilize the Remote Deposit Capture System with Bank of Houston.

Overview

The WEBSCAN drivers are a Windows® service that works in tandem with respective Check scanner drivers when used with Bank of Houston’s remote deposit platform.

Requirements

Supported Operating Systems

- Android™ 10 or newer
- Apple® iOS 15.3 or newer
- Apple macOS® 12 Monterey or newer
- Microsoft® Windows® 8.1
- Microsoft® Windows® 10
- Microsoft® Windows® 11

Supported Browsers

- Google Chrome™
- Microsoft Edge
- Mozilla Firefox
- Apple Safari® (except on Windows)

The following scanners support this application’s features:

<u>Scanner</u>	<u>Model Supported</u>
Panini	My Vision X

Treasury Management Services

Remote Deposit Operational Guidelines

Based on recent regulatory guidance, Bank of Houston is providing the following best practices to clients as a supplement to other materials provided for remote deposit products and services. Please review these guidelines along with any Bank of Houston Remote Deposit Services User Guides.

Eligible Items:

Only eligible items may be deposited via the remote deposit service. Eligible items are determined by Federal Regulation CC and are limited to:

- Original items only, and
- Checks denominated in US dollars drawn on a US bank or US branch of a foreign bank

Ineligible Items:

- Any item that is stamped with a “non-negotiable” watermark
- Any item that contains evidence of alteration to the information on the Check
- Any item issued by a financial institution in a foreign country
- Any item that is incomplete
- Any item that is “stale dated” or “post dated”
- Any third party Check, i.e., any item that is made payable to another party and then endorsed to Company by such party
- Traveler’s checks
- Savings bonds

Safekeeping & Storage of Checks:

Company should store all original Checks in a safe and secure environment for such time as required. Items must be endorsed prior to processing.

Company should implement appropriate security measures to ensure that only authorized persons have access to original Checks and images items, and that the information contained on original Checks or imaged items is kept confidential and not disclosed to third parties.

Company should utilize secure methods to destroy original Checks after the retention period has passed. The recommended retention period is 60 days.

Company should promptly provide any retained original Check, or a sufficient copy of the front and back of the Check if the original has been destroyed, to the Bank as requested to aid in the clearing and collection process.

Deposit Limits:

The Bank reserves the right to establish limits upon transaction volumes or amounts for remote deposit customers as deemed necessary. The purpose of these limits will be to alert the Bank and Company of any unusual or unlawful activity or abuse of the service, but is not intended to restrict Company from benefiting from the convenience the service provides. Company may request a change in limits as required.

Company Compliance with Best Practices, Law, and Regulations:

Company should retain fully qualified, properly trained, and experienced staff to perform its obligations under the practices outlined for remote deposit services.

Company understands that the Bank has the right to request a review of Company’s processes and practices related to remote deposit and to ensure compliance with the Agreement.