

Treasury Management Services

Master Agreement

Thank you for choosing Bank of Houston for your Treasury Management Services. This document, the Treasury Management Services Agreement (the "Agreement"), provides product information, disclosures, and descriptions of Treasury Management Services ("Services" or individually a "Service") available at Bank of Houston (the "Bank"). Other documents may become part of our Agreement depending on the Services you select. Please read all documents carefully; they will govern the Services provided to you.

By signing and returning the required Treasury Management documentation, you agree to the terms and conditions outlined for all Services selected by you, the Company (the "Company" or "Customer"). As used in this authorization, "you" or "your" means the Company. "We", "us", or "our" means the Bank. This Agreement, including all terms and conditions, will also serve as disclosure for any Services you add in the future.

Should you have any questions about the information contained in this document, please contact your Treasury Management Representative.

Treasury Management Services Master Agreement

The _____ day of _____, 20____

Customer Name: _____ ("Company")

GENERAL PROVISIONS

1. SERVICES.

Company may request certain Services of Bank from time to time which Bank is willing to provide upon Company's and Bank's execution of the Treasury Management Commercial Online Banking Implementation Form ("Implementation Form"), including the applicable schedules ("Schedules"), forms ("Forms"), and exhibits ("Exhibits") or addendums ("Addendums"). These general terms apply to all Services and means information, communication, and general account activity including balances, transactions, and any other general deposit and payment activity provided to Company by Bank through any remote channel, including the Bank's Remote Deposit Capture product; third party services; and Bank's online banking platform that offers account information, scheduled recurring and Automated Sweeps, Book Transfers, Wire Transfers, ACH Batch Originations, ACH Payments and Receipts, and research requests and inquiries.

1.1 Bank hereby grants Company and Company hereby accepts a non-exclusive, non-transferrable right to access and use each of the Internet-based services set out in the most current Schedule A (collectively, the "Internet Services or Services"). Company may at any time, and from time to time, request additional Internet Services by executing a new Schedule A and the appropriate addendum and delivering it to Bank. Such addendum is subject to Bank's acceptance. Company agrees that Internet Services may be modified from time to time to upgrade or improve functionality. Bank will generally provide Company with prior notice of any such modifications or enhancements. Furthermore, Bank may choose to begin offering new Internet Services or may elect to discontinue an Internet Service. Both existing and any new Internet Services shall be governed by this Agreement.

2. DESIGNATION OF AUTHORIZED COMPANY ACCOUNTS.

Company hereby requests that each of its accounts with Bank listed on the Business Online Banking Enrollment Form ("Authorized Accounts") be made available for access through the appropriate Internet Services. Company may request Bank to include accounts of affiliated companies for access through Internet Services (i.e. companies in which Company or its parent have direct, or indirect majority ownership). Company represents and warrants that it is authorized to give such instructions and to have such accounts included. Company will provide Bank with written notice of the Authorized Account(s) at Bank, as well as appropriate authorizations from such affiliated companies, to which Company wishes the Services to apply. If Company closes all Bank of Houston accounts, Company agrees to notify Bank in order to cancel Internet Services.

Any changes in the designation of Authorized Accounts will be in writing and will provide reasonable prior notice of such change to Bank. The Authorized Account(s) with Bank affected by this Agreement shall continue to be governed by the deposit agreement issued by Bank on such types of accounts, as it may be amended from time to time, except to the extent such agreement may be inconsistent with these terms.

3. BANK'S OBLIGATION

(a) Execution of this Agreement by Company authorizes Bank to provide Internet Services to Company as provided herein, to take any required action based on appropriate instructions received by Company,

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and to issue required user identification codes, passwords, access codes and/or identification numbers necessary to use Internet Services. Company understands and agrees that Internet Services may be provided by Bank or its designated agent.

(b) Company understands that Internet Services availability is at all times conditioned upon the corresponding operation and availability of those computer services and systems used in communicating Company's instructions and requests to Bank and Bank's response. Bank shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by Company in the event of any failure or interruption of such Internet Services or any part thereof, resulting from the act or omission of any third party, or from any other cause not reasonably within the control of Bank.

(c) Bank shall exercise due care in seeking both to preserve the confidentiality of any user identification codes, passwords, access codes, and/or identification numbers and to prevent the use of Internet Services by unauthorized persons (and it is understood and agreed that implementation by Bank of its normal procedures for maintaining the confidentiality of information relating to its customers, and where practicable the obtaining by Bank from any third parties engaged in the installation, maintenance, and operation of the system of similar undertakings, shall constitute fulfillment of its obligation so to exercise due care) but shall not otherwise be under any liability or have any responsibility of any kind for any loss incurred or damage suffered by Company by reason, or in consequence of, any unauthorized person gaining access to or otherwise making use of Internet Services. COMPANY ASSUMES FULL RESPONSIBILITY FOR THE CONSEQUENCES OF ANY MISUSE OR UNAUTHORIZED USE OF OR ACCESS TO INTERNET SERVICES OR DISCLOSURE OF ANY CONFIDENTIAL INFORMATION OR INSTRUCTIONS OF COMPANY BY COMPANY'S EMPLOYEES, AGENTS, OR OTHER THIRD PARTIES.

(d) As it relates to Bank's provision of Internet Services, Company agrees to the following:

(i) Company will facilitate timely cooperation between any necessary third parties in order for Bank to provide Internet Services;

(ii) Company is, and shall remain, solely and exclusively responsible for any and all financial risks, including, without limitation, insufficient funds, associated with accessing Internet Services. Bank shall not be liable in any manner for such risk unless: (A) Company follows the procedures described in materials for use of Internet Services; and (B) Company is assessed a penalty or late fee due to Bank's wrongful act or omission. In no event shall Bank's responsibilities for such penalties or late fees exceed \$50.00

(iii) Company will use Internet Services in accordance with such reasonable rules as may be established by Bank from time to time as set forth in any materials furnished by Bank to Company;

(iv) Company assumes exclusive responsibility for the consequences of any instructions it may give to Bank, for Company's failures to access Internet Services properly in a manner prescribed by Bank, and for Company's failure to supply accurate input information, including, without limitation, any information contained in an application.

(v) Company will verify and reconcile any out-of-balance condition, and promptly notify Bank of errors in the foregoing within four (4) business days after receipt of the applicable detail report(s) from Bank. If notified within such period, Bank shall correct and resubmit all erroneous files, reports, and other data at Bank's then standard charges, or at no charge, if the erroneous report or other data directly resulted from Bank's error;

(vii) Company will be responsible for the payment of all telecommunication expenses associated with Internet Services.

(viii) Company acknowledges and understands its responsibility and liability as it relates to Company's access to the Internet. Bank assumes no liability or control over the Internet access of its on-site systems and remote employee or affiliate access.

4. DESIGNATION OF AUTHORIZED SIGNERS.

The persons authorized to initiate a Service are designated on the Master Authorization Form and any applicable Schedules, Forms, or Exhibits. Bank shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by the Authorized Signer, and any such communication shall be deemed to have been signed by such person.

Any changes in the designation of Authorized Signers will be in writing by the delivery of a new Master Authorization Form and any applicable Schedules, Forms, or Exhibits and will provide reasonable prior notice of such change to Bank.

5. BANK RULES AND REGULATIONS.

All Services to be provided hereunder shall be in accordance with, and further subject to, Bank's then applicable rules and regulations which apply to the Authorized Account(s) and to such further policies and procedures with regard to the Services provided hereunder as may be communicated to Company from time to time in writing. Any credit given to an Authorized Account is agreed to be provisional until Bank receives final settlement. If Bank does not receive final settlement, it is entitled to reverse the item.

6. FEES, PAYMENTS, AND RIGHT OF SETOFF.

- 6.1 Company shall pay Bank for the Services provided pursuant to fee schedules or other pricing information provided by Bank from time to time ("Fee Schedules"). Such fees may be changed by Bank from time to time with thirty (30) days' notice to Company. In addition to said fees, Company agrees to pay all sales, use, or other taxes applicable to Internet Services, excluding, however, taxes based upon Bank's net income. The Company will maintain with Bank at least one Authorized Account for the purpose of providing Available Funds and for deposit of received funds in connection with the use of the Services. The Company agrees to maintain sufficient Available Funds in the Authorized Account(s) to support any transaction initiated under the Services and to cover any fees the Company is obligated to pay under this Agreement. Any fees for Services may be amended by Bank at any time. Bank may, at its option, include fees arising from this Agreement in an analysis statement of Company's account relationship, bill Company, or debit Company's Authorized Account(s) for the Services rendered. Bank may, without prior notice or demand, obtain payment from Company for any of its obligations under this Agreement by debiting any account of the Company at Bank. If at any time there are not sufficient collected funds in the Authorized Account to cover all outstanding transactions and other payment obligations of the Company under this Agreement, Company agrees to immediately pay Bank, on demand, the amount of any deficiency in such outstanding transactions and obligations. All other account agreements and all fees and charges relating to Authorized Accounts remain applicable to the Authorized Account(s) and Bank's remedies set forth in those agreements are cumulative.
- 6.2 Bank's willingness to provide Services to Company is dependent on Company's financial condition. Company's financial condition is subject to review by Bank from time to time, and such reviews must be satisfactory to Bank in its sole discretion and opinion. Company shall, upon request, provide to Bank any such information as Bank may require when performing any such review. Company's failure to meet such standards to provide such information or assistance when requested shall constitute a breach of the Agreement and shall permit Bank to cease providing Services upon written notice to Company.
- 6.3 Company hereby acknowledges and agrees that Bank shall have a right of setoff and may offset and charge against any and all of Company's Account(s), any liability, obligation, or indebtedness of Company to Bank, including, without limitation, any line of credit, loan, or other extension of credit made by Bank to Company and the amount of any fees, returns, refunds, and other charges owed by Company to Bank. Company grants Bank a security interest in all Accounts or other deposits at the Bank, and in all funds in such Accounts or other deposits, to secure Company's obligations to Bank under this Agreement. This security interest will survive termination of this Agreement.

7. ADDITIONAL SERVICES.

Bank may provide Services that are not specifically included in the Services section of this Agreement. By accepting and using any such Service, Company agrees that the Service will be governed by this Agreement and any other conditions communicated to Company by Bank.

8. INFORMATION AND PROPRIETARY INFORMATION.

- 8.1 Some of the Services allow the Company to electronically:
- (A) receive information about the balance of, or transactional activity in, the Company's Authorized Account(s) at the Bank;
 - (B) issue payment orders or other instructions regarding the Services of its Authorized Account(s) at the Bank; and
 - (C) initiate certain electronic transactions.
- 8.2 Account balances change on a frequent basis, and account information provided electronically to the Company is subject to updating, verification, and correction. Accordingly, the Bank assumes no responsibility for the reliance by the Company on such electronically communicated information that is subsequently updated or corrected.
- 8.3 During the term of this Agreement, the Company has a nonexclusive, nontransferable license to use any user's manual and other implementation and reference guides, manuals, as in effect, from time to time, and all other material and associated documentation that is made available online to the Company pursuant to this Agreement (collectively, "Proprietary Data") only in connection with the Services. The Company acknowledges that it is not purchasing title to the Proprietary Data and the Proprietary Data constitutes trade secrets and other valuable rights. The Company will use reasonable care to keep the Proprietary Data confidential and will not disclose any Proprietary Data to any person, other than authorized representatives of the Company responsible for the use or maintenance of any of the Services. The obligation to keep the Proprietary Data confidential shall survive termination of this Agreement. The Company will not use, make, or have made, any additional copies of the Proprietary Data, or any part of it, without obtaining the prior written consent of an officer of the Bank. The Company will not remove any identifying marks or copyright marks in or on the Proprietary Data. Upon the termination of this Agreement, the Company will return all the Proprietary Data to the Bank or certify to the Bank the destruction of all copies of the Proprietary Data in the Company's possession. In addition:
- (A) For the Remote Deposit Capture ("RDC") Service, you may use the RDC system for those portions of the Services selected by you, solely for processing checks in connection with your own business operations, solely on the scanner provided by the Bank;
 - (B) You may not sublicense, rent, distribute, transfer, publish, disclose, display, or otherwise make available any Services to others;
 - (C) You may not use any Services for third party training, commercial time sharing, or service bureau use;
 - (D) You may not alter, change, modify, or otherwise create derivative works of the Services or Proprietary Data; and
 - (E) You may not reverse engineer, disassemble, or decompile any Proprietary Data, except to the extent expressly permitted by applicable law.
- 8.4 Company agrees not to:
- (A) Put to issue the scope, validity, or ownership of the Bank's (or its licensors') intellectual property rights in any Proprietary Data or Services;
 - (B) Perform any act which could reasonably be expected to impair the scope, validity, or ownership of such intellectual property rights;
 - (C) Assert any ownership rights to any Proprietary Data or Services; or
 - (D) Remove or alter any copyright, trademark, or other intellectual property or proprietary right notices, legends, symbols, or labels appearing on or in any Proprietary Data or Services.

- 8.5 Company hereby assigns to the Bank and/or its licensors, as directed by the Bank, any rights, including any patent, copyright, mask work rights, trademarks, and trade secrets, which you may now have or may acquire at any time in the future to any Proprietary Data or Services.
- 8.6 Company agrees to:
- (A) Cooperate with the Bank and its licensors to protect the Proprietary Data and Services, including in connection with any lawsuits or disputes involving the Proprietary Data and Services;
 - (B) Promptly notify the Bank and provide relevant information and facts upon becoming aware of any actual or potential claim made by a third party regarding infringement, misappropriation, imitation, illegal use or misuse, or reasonable likelihood thereof, by the Proprietary Data or Services; and
 - (C) In the event of any actual or potential infringement, misappropriation, imitation, illegal use or misuse, or reasonable likelihood thereof of the Proprietary Data or Services by others:
 - (1) Grant to the Bank and its licensors the sole right to determine the course of action with respect to such infringement and to bring any proceeding with respect thereto, and to settle, and collect any settlement amount or judgment for any such proceeding; and
 - (2) Agree that such licensors shall be solely entitled to any proceeds of any such proceeding, including, without limitation, any settlement proceeds, insurance proceeds, arbitration award, judgment, or other consideration in any form.

9. SECURITY PROCEDURES.

- 9.1 The Company will comply with its own security procedures and all Bank security procedures, requirements, and other terms with respect to Services provided ("Security Procedures"). The Company agrees that the Bank's Security Procedures are commercially reasonable and agrees to ensure the confidentiality of the Security Procedures, including, without limitation, any codes, passwords, or personal identification numbers. The Company agrees to limit access to any such Security Procedures to any Authorized Administrator, Authorized Signer, or Authorized User (collectively "Authorized Persons") and to promptly notify the Bank of any breach of confidentiality relating to such Security Procedures or any breach of any of Company's computer or IT system in relation to the Services. FAILURE TO PROTECT SECURITY PROCEDURES MAY ALLOW AN UNAUTHORIZED PARTY TO INITIATE FUNDS TRANSFERS TO, OR RECEIVE FUNDS, INFORMATION, OR COMMUNICATIONS FROM THE BANK. THE COMPANY ASSUMES THE ENTIRE RISK FOR THE FRAUDULENT OR UNAUTHORIZED USE OF ALL SECURITY PROCEDURES. Company acknowledges that no person from Bank will ever ask for any passwords and that Bank employees do not need and should not ask for passwords. The Company acknowledges the importance of developing its own internal Security Procedures to limit such risk, which procedures shall include, at a minimum, the following (A) changing any code, password, or personal identification number for use of the Services, if any, at regular intervals; (B) not permitting any Authorized Administrator, Authorized Signer, or Authorized User to share his or her code, password, or personal identification number; (C) not keeping, in any form or in any place, lists of codes, passwords, or personal identification numbers used to access the Services; (D) deleting any code, password, or personal identification number of any Authorized Administrator, Authorized Signer, or Authorized User who the Company no longer desires to have access to the Services; and (E) maintaining a complete and accurate list of all locations where certain Services are accessed, including RDC Services, and make such list available to the Bank upon the Bank's request.

9.1.a. Company's requirement for developing its own internal Security Procedures must also include the following:

Data Security

- i) Protect the confidentiality and integrity of Protected Information;

ii) Protect against anticipated threats or hazards to the security or integrity of Protected Information;

iii) Protect against unauthorized use of Protected Information that could result in substantial information, of a natural person

(1) Protected Information is defined as: the non-public information, including financial information, of a natural person used to create, or contained within, an ACH Entry and any related Addenda Record.

Data Passing – The Company will not disclose the ACH Receiver’s account number or routing number to any third party for such third party’s use, directly or indirectly, in initiating a debit Entry that is not covered by the original authorization.

- 9.2 Company is responsible for the actions of its Authorized Administrator, the authority the Authorized Administrator gives others to act on the Company’s behalf, and the actions of the persons designated by the Authorized Administrator to use Bank Services. Company may appoint an Authorized Administrator with the authority to (A) determine who will be authorized to use the Services; (B) establish separate passwords for each user; and (C) establish limits on each user’s authority to access information and conduct transactions.
- 9.3 Company agrees to (A) limit access to its passwords to persons who have a need to know such information; (B) closely and regularly monitor the activities of employees who access Bank Services; (C) prohibit its employees and agents from initiating entries without proper supervision and adequate controls; (D) prohibit its employees and agents from copying or disseminating any Proprietary Information; and (E) remove users they deem no longer authorized to use the Services.
- 9.4 The Company shall be liable for any loss or damage which results from unauthorized, fraudulent, or dishonest acts by the Company, anyone authorized by Company, or from someone who the Bank reasonably believes is authorized by Company.
- 9.5 Company agrees to be bound by and shall be responsible for any authorized or unauthorized payment order, transaction, or service change order that is acted upon by Bank in reasonable accordance with the Security Procedures. Company is solely responsible for maintaining its own internal security and agrees to use appropriate caution in selecting any company or individual given access to use one or more of the Services. Company shall not disclose any information regarding the Services that an unauthorized user would find helpful to obtain access to all or part of any of the Services. Company acknowledges that Bank reserves the right to change its Security Procedures from time to time. Any transactions resulting from your instructions received by Bank under your access code shall be deemed to have been “in writing” and authenticated by you “in writing.”
- 9.6 Company and Bank represent, warrant, and mutually agree that all information concerning the other party and its affiliates that comes into its possession in connection with any of the Services, including, without limitation, user guides, Security Procedures including user identification codes, Access IDs, Authorized Person IDs, Passwords, access codes and/or identification numbers or any security codes, keys, personal identification numbers, digital certificates/signatures, or template numbers (“Security Codes”), will be maintained in strictest confidence and shall not be used or divulged to any other party except as may be necessary or advisable for the due performance of any of the Services or as required by applicable law. Company is solely responsible for the procedures to assure the internal confidentiality of its own Security Procedures and Security Codes. If Company or its Authorized Signers, Authorized Administrators, or Authorized Users have reason to believe that any Security Procedures or Security Codes have or may become known by unauthorized persons (whether or not employed by Company), Company shall immediately notify Bank by telephone and confirm such verbal notification in writing to Bank within 24 hours. Bank will replace the Security Procedures and

Security Codes in accordance with Bank's Security Procedures. Company shall be solely responsible for funds transfer instructions and other communications initiated before Bank received Company's notice and had a reasonable time to act on such notice. Bank reserves the right to change any or all of the Security Procedures or Security Codes by giving verbal or written notice to Company. Unless Company objects in writing and notwithstanding the above, Company agrees that Bank may share any information concerning Company's accounts and account transactions with any of Bank's affiliates, subsidiaries, parent companies, or service providers and to the extent Bank determines necessary, with Company's third party processor(s), and state or federal regulators.

Company agrees that its use of the related Internet Service(s) after Bank provides notice of such changes will be Company's acceptance of the new Security Procedure. Company acknowledges that the purpose of Security Procedures is to verify the authenticity of transactions and wire transfers where applicable, not to detect errors in their transmission or content. Bank is not agreeing to any security or other procedure for the detection of errors. Company represents that by using an Internet Service(s) after the effective date of a Security Procedure for the Internet Service(s) Company requests, Company considers the Security Procedures Bank has proposed to be commercially reasonable with respect to the size, type, and frequency of transactions and/or wire transfers Company anticipates issuing and the information that will be transmitted. If Company refuses a commercially reasonable Security Procedure that Bank has offered, Company agrees that it will be bound by any payment order issued in its name, whether or not it is authorized, that Bank accepts in good faith and in compliance with the Security Procedures it has chosen. Some Internet Services allow Company's Authorized Persons or Administrative Users (as applicable and defined below) to set transaction limitations and establish internal controls. Company's failure to set such limitations and implement such controls increases exposure to, and responsibility for, unauthorized transactions.

- 9.7 For some Services, Bank may choose to honor Company's request to give Bank verbal instructions regarding the Services. Company agrees Bank may in good faith rely on such verbal instructions that purport to come from an Authorized Signer, Authorized Administrator, or Authorized User of Company without independent verification by Bank. Any instructions, directions or other information provided by the Company, or anyone representing to be an Authorized Signer, Authorized Administrator, or Authorized User of the Company shall be deemed to have been authorized by the Company, and Bank shall be indemnified and held harmless by the Company for acting upon any such direction, instruction, or information.
- 9.8 Bank will honor Company's transactions and instructions (including adjustments, amendments, and cancellations) only when Bank reasonably believes Company has complied with this Agreement and related policies and procedures. Bank will be under no obligation to honor, either in whole or in part, (and has no liability for failing to honor) any transaction or instruction that:
- (A) exceeds Company's collected or Available Funds on deposit with Bank;
 - (B) Bank has reason to believe may not be authorized by Company;
 - (C) involves funds subject to a hold, dispute, or legal process preventing their withdrawal;
 - (D) violates any provision of any applicable regulation of the Federal Reserve Bank or any other federal, state, or local regulatory authority;
 - (E) is initiated in violation of the Security Procedures; or
 - (F) Bank has reasonable cause not to honor, for the protection of either Bank or Company.
- 9.9 Company may designate certain individuals within the Company to be an Administrative User(s). The Company's designated Administrative User(s) shall remain on Bank's records until such time as Bank receives written notice from the Company as to a change in Administrative User(s). Company acknowledges that Bank will rely on the most recent designation of Administrative User(s) supplied by Company and, to the fullest extent permitted by applicable law, Bank shall have no liability for unauthorized actions taken or transactions performed by those named as Administrative User(s) in the current designations supplied by Company. Company further

understands and agrees that the termination of an Administrative User's access to Internet Services will not automatically terminate that Administrative User's access to any offline service(s) that may be provided to Company other than through Internet Services, when such Administrative User is also authorized to perform transactions offline. Company further understands and agrees that if Company wishes to terminate an Administrative User's authorization to offline services, Company must contact Bank of Houston's Treasury Management Services Department, who will assist Company with terminating all such authority.

Each Administrative User will have sole authority through the use of Internet Service's Administration function (and without the need to notify bank separately) to authorize, amend, or remove the authority of an individual authorized to perform transactions through Internet Services.

- 9.10 Company is solely responsible for the misuse, theft, or misappropriation of passwords. The Authorized Accounts must be owned by the same Company or by affiliated companies, and the signatories to this Agreement must be authorized to act for all of the Authorized Accounts, as provided in the Master Authorization Form. Company shall not resell, assign, or otherwise provide for the benefit of a third party any information reporting services, and Company shall not permit any third party to obtain access to the information reporting services.
- 9.11 Company shall use Internet Services only in conjunction with lawful purposes. Company agrees not to use Internet Services for any activities in violation of any federal, state or local laws, rules, controls, or regulations. Company will use Internet Services only for its own internal business use in accordance with the terms of this Agreement. Without limiting the generality of the foregoing, Company agrees not to make Internet Services available or allow use of Internet Services in a computer bureau service business, timesharing, or otherwise disclose or allow use of Internet Services by or for the benefit of any third party.
- 9.12 Closing a Compromised Account. If the Company or the Bank suspect that a Company account is or may be compromised (including any unauthorized transactions on the account), the Bank may recommend that such account(s) be closed and open a new account(s). If the Bank recommends that the Company close an account and the Company does not do so, the Bank is not liable to the Company for subsequent losses or damages on the account due to unauthorized transactions. When the Company opens a new account, it is responsible for notifying any third parties that need to know of the new account number. The Company agrees to indemnify, defend all claims, and hold Bank harmless from any loss, damages, or expenses, including but not limited to attorneys' fees, caused by the Company, its employees', or agents' failure to keep the Security Procedures or Security Codes confidential and secure. If the Company fails to comply with the Security Procedures, including the protection, safekeeping and confidentiality of any Security Procedures and/or Security Codes, you agree to indemnify and hold the Bank, its officers, directors, shareholders, agents, employees, and affiliates, and their respective officers, directors, agents and employees, harmless from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorneys' fees) arising from or related in any way to the Company's responsibilities hereunder.
- 9.13 This section shall survive the termination of the Agreement.

10. ELECTRONIC COMMUNICATIONS.

Company may elect to send or receive instructions or reports from Bank related to Services via electronic means, including, without limitation, facsimile transmission, voice mail, unsecured e-mail, pager, or other telephonic methods ("Electronic Transmission"). Company acknowledges that such Electronic Transmissions are an inherently insecure communication method due to the possibility of error, delay, and observation or receipt by unauthorized personnel. Bank may rely in good faith on Company's

instructions regarding how and to what number or e-mail address Electronic Transmissions should be sent and may rely on any Electronic Transmission that it reasonably believes to have been initiated by Company. Should Company elect to send or receive Electronic Transmissions to or from Bank, Company assumes all risks and Bank shall not be liable for any loss that results from the nonreceipt, disclosure, or alteration of any such Electronic Transmission.

11. COMPUTER EQUIPMENT AND SOFTWARE.

- 11.1 Many Services require the use of computer hardware and software. Company is solely responsible for maintaining its computer equipment in good working order, with the necessary compatibility and format to interface with Bank's systems, including, without limitation, the ability to support Bank's security measures. Company agrees to install upgrades and other system enhancements within a reasonable time of being requested to do so by Bank. License agreements for necessary software shall either be embedded in the software or separately documented. Company agrees to comply with all applicable software license agreements, whether or not such agreements have been executed by Company. Company has no rights or ownership in any software provided by or through Bank and shall not transfer, copy, alter, modify, reverse engineer, reproduce, or convey in any manner, in whole or in part, any such software or user guides or manuals. Company shall return all software and user manuals associated with any software upon request. Bank makes no representations or warranties with respect to any equipment or software provided by Bank.
- 11.2 Some Services are provided by Bank through access to a Third Party Network. Such Services are dependent upon the availability of the Third Party Network on conditions acceptable to Bank. Bank reserves the right to discontinue the Service or provide the Service through an alternative Third Party Network and shall have no liability should such network become unavailable. Bank does not warrant and shall not be responsible for Services received by Company from any Third Party Network.

12. FORCE MAJEURE; ACTS OF THIRD PARTIES.

Bank shall not be responsible for liability, loss, or damage of any kind resulting from any delay in the performance of or failure to perform its responsibilities hereunder due to causes beyond Bank's reasonable control, including, without limitation, legal restraint, interruption of transmission or communication facilities, equipment failure, electrical or computer failure, war, acts of terrorism, emergency conditions, acts of God, fire, storm, or other catastrophe, or inability to obtain or delay in obtaining wire services or internet access, or refusal or delay in executing a transaction hereunder if such execution would result in the violation of any applicable state or federal law, rule, regulation, or guideline. To the fullest extent permitted by applicable law, Company agrees that Bank shall not have any liability whatsoever for any loss caused by the act, error, or omission of Company or any other person, including, without limitation, any service provider, any internet access service provider, any Federal Reserve Bank or transmission or communications facility or any intermediary or receiving financial institution, and no such person shall be deemed Bank's agent.

13. TERMINATION.

- 13.1 This Agreement will continue in full force and effect until all of the Services have been terminated. Any of the Services may be terminated at any time by Company upon not less than thirty (30) days' prior written notice to the Bank. Only the Service(s) specified in such notice will be terminated, and no other of the Services will be affected. All provisions relating to indemnification, limitations of liability, and confidential information will survive termination. Even if this Agreement or any or all of the Services are terminated under this subsection, this Agreement shall continue in full force and effect as to all transactions that the Bank began processing before such termination.
- 13.2 The Bank may terminate this Agreement at any time for any reason, in its sole discretion, without

liability. Bank shall use reasonable efforts to give notice of the termination to Company promptly, and will then provide written confirmation of the termination if the initial notice of termination was not communicated in writing. Bank may require execution of additional documents or agreements to continue to transact business using any particular Service.

- 13.3 Upon termination of any or all of the Services under this Agreement, all computer software licenses, if any, granted by the Bank to the Company with respect to those terminated Services shall automatically terminate. The Company shall immediately return to the Bank the original and all copies made of all computer software programs licensed by the Bank to the Company and all other documentation or materials provided to the Company by the Bank in connection with the terminated Service(s). All sums or fees Company owes to Bank for any Service shall be due and payable in full immediately upon the termination of the Services.
- 13.4 If Company uses any software product provided by Bank in connection with the Services, and subject to the requirements placed on Company by the Texas Public Information Act, Company agrees that Bank has a proprietary interest in such software, as well as any records, codes, files, or systems which accompany it or are provided in connection with it (collectively, "Software and Related Items"). Company agrees not to disclose the Software and Related Items except to its employees on a "need to know" basis. Company also agrees not to disclose, and to instruct its employees not to disclose, the Software and Related Items to anyone else. If Company ceases to use the applicable Bank services, Company will return to Bank all the Software and Related Items it has received from Bank.
- 13.5 This Agreement shall be binding upon and inure to the benefit of the Bank and the Company and their respective legal representatives, successors, and assigns. This Agreement is not for the benefit of any other person, and no other person shall have any right against the Company or the Bank under this Agreement.

14. BANK LIABILITY.

- 14.1 Bank shall only be liable to the Company under this Agreement for its gross negligence or willful misconduct in performing Services for Company. Bank shall have no liability or responsibility to Company with regard to any other matter, including, without limitation, its failure to honor a transaction if the Authorized Account has insufficient Available Funds, its negligence, or breach of contract (unless it constitutes gross negligence or willful misconduct), any act or omission by any automated clearinghouse ("Automated Clearinghouse") and any other financial institution, including the Federal Reserve Bank and SWIFT. Bank shall have no liability to Company for any nonperformance, damages, or losses due to strike, breakdowns (including mechanical and electrical), non-functioning of equipment, impossibility of performance, incompatible software or hardware, electronic data corruption, action or inaction of governmental, civil or military authority, fire, strike, lockout or other labor disputes, flood, hurricane, war, riot, theft, earthquake, natural disaster, default of common carriers or Vendors or Third Party Networks, suspension in payments by another financial institution, or other causes or circumstances beyond Bank's reasonable control, sometimes known as Force Majeure. Should Bank become liable to Company for its gross negligence or willful misconduct, such liability will be limited to actual damages proved. Bank shall have no liability to Company for any incidental, consequential, or special damages. Company shall promptly furnish to Bank written proof of any loss attributable to a Service and shall provide all reasonable assistance to Bank in recovering the loss. If Company is reimbursed for any loss by Bank, Bank shall be subrogated to all rights of Company related thereto. Notwithstanding the provisions set forth above, any liability of Bank for a transfer incorrectly made shall be limited to the amount of such transfer which is not recovered within a reasonable period of time. Company agrees that Bank, its officers, employees, agents, affiliates, attorneys, and contractors (collectively, the "Bank Parties") will not be liable for the quality of performance or lack of performance of any computer software or hardware supplied by Bank to Company.

- 14.2 The Bank will not be liable for:
- (A) the failure of Company to maintain its security;
 - (B) the Company's acts or omissions (including, without limitation, the amount, accuracy, timeliness of transmittal, or due authorization of any Entry received from the Company);
 - (C) non performance, malfunction, or incompatibility of Company's hardware or software, or the malfunction of the information reporting system beyond Bank's reasonable control; or
 - (D) any cause except the gross negligence or willful misconduct of Bank's employees.
- 14.3 THE BANK WILL NEVER BE LIABLE OR RESPONSIBLE FOR CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES OR LOSSES, INCLUDING LOST PROFITS OR LOST SAVINGS (WHETHER THE CLAIM IS IN CONTRACT, TORT, OR OTHERWISE, AND WHETHER OR NOT BANK WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES) AND INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM BANK'S ACTS OR OMISSIONS PURSUANT TO THIS AGREEMENT.
- 14.4 Bank's responsibility to Company under this Agreement is limited to the exercise of ordinary care. If Bank substantially complies with the procedures in this Agreement and in the applicable Schedules, Forms, or Exhibits, Bank will be considered to have exercised ordinary care. If Bank occasionally and unintentionally deviates from the procedures in this Agreement or in the applicable Schedules, Forms, or Exhibits, the deviation will not be considered to be a failure to exercise ordinary care in respect to the transactions in which they occurred. Company and Bank agree that clerical errors and mistakes in judgment do not constitute a failure to exercise ordinary care or to act in good faith.
- 14.5 This section shall survive the termination of this Agreement and any Schedules, Forms, and Exhibits. NO THIRD PARTY WILL HAVE RIGHTS OR CLAIMS AGAINST THE BANK UNDER THIS AGREEMENT.
- 14.6 Company may request Bank to provide deposit reporting services based on information provided by the Company. Bank has no responsibility for the accuracy of any information provided by Company. In addition, Company acknowledges that Bank system information regarding deposit balances may not include pending transactions, including deposits, withdrawals, and returns, which will determine the actual balance at any given time.

15. COMPANY LIABILITY.

- 15.1 Company shall be responsible for compliance with all rules and regulations of any local, state, or federal entity, and with all operating procedures of Bank which are communicated to Company to the extent the same are applicable to Company. Company may utilize a courier, armored car service or otherwise ("courier"), to deliver or receive banking transactions, and in so doing, agrees at all times and in all respects that the:
- (A) courier is the agent of Company and not of Bank;
 - (B) Bank makes no representation or warranty regarding, and assumes no responsibility with respect to, any services performed or promised by courier; and
 - (C) 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 deliveries from courier and subsequent to courier's acceptance of deliveries from Bank.

Company agrees it and courier will be responsible for all loss recovery procedures and processes, although Bank will undertake reasonable efforts to facilitate loss recovery.

- 15.2 COMPANY WILL INDEMNIFY AND HOLD THE BANK HARMLESS FROM ANY CLAIM, LOSS, PENALTY, ASSESSMENT, COST OR DAMAGE, WHETHER IN CONTRACT OR IN TORT (INCLUDING REASONABLE ATTORNEYS' FEES), AND ARISING OUT OF ANY ERRORS, NEGLIGENCE, ACTION, NON-ACTION, OR INVOLVEMENT BY COMPANY OR BANK OR

THEIR RESPECTIVE OFFICERS (INCLUDING INDIVIDUALS PORTRAYING THEMSELVES AS OFFICERS), EMPLOYEES, AGENTS, AFFILIATES, CONTRACTORS, AND ATTORNEYS, UNDER THIS AGREEMENT OR IN CONNECTION WITH THE SERVICES PROVIDED UNDER THIS AGREEMENT OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THOSE ASSERTED BY THIRD PARTIES FOR REIMBURSEMENT OR DAMAGES, THOSE RESULTING FROM A BREACH OR NONCOMPLIANCE OF SUCH RULES, REGULATIONS, OR OPERATING PROCEDURES BY COMPANY, THOSE RESULTING FROM THE DELAY OF ANY CLEARINGHOUSE OR ANY FINANCIAL INSTITUTION OTHER THAN BANK IN CREDITING, OR THE FAILURE OF SUCH INSTITUTION TO CREDIT THE AMOUNT OF ANY TRANSACTION, AND THOSE WHICH ARISE OUT OF OR UNDER THE ELECTRONIC FUNDS TRANSFER ACT, ANY APPLICABLE STATE ELECTRONIC FUND TRANSFER RULES OR REGULATIONS OR ANY RULES OR GUIDELINES OF ANY AUTOMATED CLEARINGHOUSE, except that such indemnification by Company of Bank shall not apply to those losses caused solely by the Bank's gross negligence or willful misconduct. Company agrees to hold Bank harmless from any and all losses, costs, suits, expenses, liabilities, damages, and attorneys' fees arising from or related to Bank acting in good faith in accordance with instructions or information if it has followed the procedures as contained in this Agreement and agrees that Bank assumes no responsibility beyond its duty to exercise ordinary care. Company shall indemnify Bank for any loss or liability from the breach of any of the warranties of an originating bank caused by Company for any entries initiated by Company. Company agrees to hold Bank harmless for all damages resulting from Company's failure to follow all of its or Bank's Security Procedures.

15.3 FRAUD DETECTION AND PREVENTION-POSITIVE PAY/ACH POSITIVE PAY INDEMNIFICATION.

The bank is very concerned about the risk of loss from counterfeit, fraudulent, altered, or forged checks and unauthorized ACH debits to which the Bank and the Company may both be exposed if you do not use our Positive Pay Service or ACH Positive Pay Service. Therefore, we are unwilling to permit you to continue to operate your Accounts without our Positive Pay Service and ACH Positive Pay Service, unless the Company indemnifies and holds the Bank harmless against losses or liabilities it may suffer or incur as a result of counterfeit, fraudulent, or forged checks and/or unauthorized ACH debits of the Company Accounts. (Note: If the Company chooses to operate the Company's Accounts using Positive Pay, the Company will be required to adopt the Payee Match feature of that Service. Additionally, using Reverse Positive Pay with the Company's Accounts shall constitute using the Positive Pay service for purposes of this Fraud Detection and Prevention-Positive Pay/ACH Positive Pay Indemnification Subsection).

Accordingly, if the Company continues to operate its Accounts without the Bank's Positive Pay Service and ACH Positive Pay Service, the Company agrees that, to the greatest extent permitted by law, the Bank will not be liable to the Company for, and the Company will defend and hold the Bank harmless from and against any damages losses, liabilities, actions, claims including third party claims, suits, judgments, obligations, penalties, costs or expenses of any kind including attorneys' fees and expenses (collectively "Losses") paid, suffered or incurred by the Company or the Bank which arise directly or indirectly out of or in connection with:

(A) the acceptance for deposit, payment, negotiation, or other processing of any check drawn or purporting to be drawn on Company's Account if such check happens to be counterfeit or fraudulent or contains a forged signature or the amount of such check is altered, or the

(B) payee has been altered; or

(C) the acceptance of an ACH debit that is unauthorized or fraudulent, which could have been prevented with the use of the Positive Pay Service and ACH Positive Pay Service.

The indemnity provisions set forth in this Fraud Detection and Prevention-Positive Pay/ACH

Positive Pay Indemnification Subsection shall be in addition to the other indemnity provisions set forth in this Agreement or elsewhere.

The Company must use Positive Pay and ACH Positive Pay Services with its deposit accounts. If the Company chooses to not use those Services, the Bank will not be liable for, and the Company will indemnify and hold the Bank harmless against losses or liabilities resulting from counterfeit, fraudulent, or forged checks and unauthorized ACH debits.

Bank of Houston will not be held liable for this loss because it could have been prevented using Positive Pay/ACH Positive Pay services.

16. NO IMPLIED WAIVER.

No failure by either party to insist upon strict performance of any term or obligation in this Agreement, or any Addendum hereto including any Schedules, Forms or Exhibits, or to exercise any right or remedy under this Agreement, or any Addendum hereto including any Schedules, Forms or Exhibits, shall constitute a waiver of any such term, obligation, right or remedy.

17. SEVERABILITY.

Should any provision of this Agreement, or any Addendum hereto including any Schedules, Forms, or Exhibits, contravene or conflict with any applicable present or future law or regulation of any regulatory agency, or should any provision be held invalid or unenforceable by a court or regulatory body of competent jurisdiction, then each such provision shall be void. This Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation, or policy and all other provisions of this Agreement, or any Addendum hereto, including any Schedules, Forms, or Exhibits, shall remain in full force and effect. Bank shall not incur any liability to the Company as a result of such violation or amendment.

18. GOVERNING LAW.

This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Texas, except to the extent the Federal law is controlling or provides greater rights or remedies to Bank. The "UCC" or "Code" shall mean the Uniform Commercial Code as adopted and amended in Texas. Automated Clearinghouse ("ACH") services shall also be governed by all applicable state or federal laws, rules, and regulations affecting the use of checks, drafts, and ACH transactions, including, but not limited to, rules and procedural guidelines established by the Federal Trade Commission ("FTC") and NACHA. These laws, procedures, rules, regulations, and definitions (collectively the "Rules") shall be incorporated in this Agreement by reference. In the event of conflict between the terms of this Agreement and the Rules, the Rules will control the interpretation of this Agreement. It shall be the responsibility of Company to ensure that each ACH transaction, wire transfer, Remote Deposit Capture transaction, and check conversion complies with all applicable laws, rules, and regulations. This includes, but is not limited to, the Electronic Funds Transfer Act and its implementing Regulation E, Check Clearing for the 21st Century Act ("Check 21"), and sanctions enforced by the Office of Foreign Assets Control ("OFAC"). It shall further be the responsibility of Company to obtain information regarding such OFAC enforced sanctions (OFAC Compliance Hotline - <https://ofac.treasury.gov/ofac-compliance-hotline>). Venue of any litigation involving this Agreement, to the exclusion of all other venues, must be maintained in a court of competent jurisdiction located in Texas where this Agreement is performable.

19. ASSIGNMENT.

Neither party hereto shall assign or delegate any of its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld. However, Bank shall be permitted, without the prior consent of Company, to assign some or all of its obligations hereunder to a processor or servicing agent designated by Bank who shall be subject to the terms for provision of the subject Service. This Agreement shall be binding upon and benefit the respective successors and assigns of Company and Bank, subject to the provisions above.

20. ATTORNEYS' FEES.

In the event of any conflict pertaining to the subject matter of this Agreement in addition to any remedies provided in this Agreement or by applicable law, the prevailing party shall be entitled to recover all costs and expenses incurred by the prevailing party in defending itself or in enforcing its rights, including, without limitation, court costs, fees of consultants, and reasonable attorneys' fees.

21. ENTIRE AGREEMENT.

Each party has read this Agreement and agrees to be bound by its terms and conditions. This Agreement supersedes all prior verbal or written agreements and together with any Schedules, Forms, and Exhibits, constitutes the complete Agreement between the parties with regards to its subject matter and cannot be altered or amended except in writing executed by each party. There are no unwritten oral agreements between the Company and the Bank.

22. FURTHER ASSURANCES.

The parties agree to execute and deliver all additional documents and give all further assurances reasonably necessary to carry out the intent of the parties with respect to these Services.

23. EXECUTION AUTHORITY.

The individual(s) executing the Master Authorization Form hereby represent(s) and warrant(s) that he/she/they execute(s) this Agreement as Company, or he/she/they has/have full right, power, and authority to execute this Agreement on behalf of Company and that execution and performance of this Agreement by Company has been authorized by all necessary corporate, membership, or partnership documentation, as the case may be.

24. REPRESENTATIONS AND WARRANTIES.

24.1 Company represents, warrants, and covenants to and with Bank that:

- (A) it is duly organized, validly existing, and in good standing in the state of its organization;
- (B) the execution, delivery, and performance of all documents or agreements provided in connection with any Service are within its powers, have been duly and validly authorized, and do not contravene its charter, by-laws, or any indenture, agreement, undertaking, law, regulation, or order binding it;
- (C) no approval, consent, or authorization of any government authority is necessary for Company to obtain any Service from Bank;
- (D) the terms and conditions contained in this Agreement are valid and binding obligations of Company enforceable in accordance with their terms;
- (E) no information furnished by Company to Bank in connection with this Agreement is inaccurate in any material respect, contains any material misstatement of fact, or omits any fact necessary to make such statements not misleading, as of the date it is dated, or if not dated, the date it is given to Bank;
- (F) Company has not been induced to enter into this Agreement by any representations or statements, oral or written that have not been expressly incorporated herein by reference.

24.2 EXCEPT AS REQUIRED BY LAW, SERVICES ARE PROVIDED FOR COMPANY'S BENEFIT "AS IS" AND "WHERE IS," AND BANK MAKES NO REPRESENTATIONS, WARRANTIES, AGREEMENTS, OR GUARANTEES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE INCLUDING, WITHOUT LIMITATION:

- (A) ANY REPRESENTATIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO ANY ITEMS OR SERVICES PROVIDED BY BANK TO COMPANY;
- (B) ANY WARRANTIES ARISING UNDER THE UNIFORM COMMERCIAL CODE AS ADOPTED IN THE STATE IN WHICH BANK MAINTAINS COMPANY'S AUTHORIZED ACCOUNTS;
- (C) ANY WARRANTIES WITH RESPECT TO COMPLIANCE WITH THE ELECTRONIC FUNDS TRANSFER ACT OR REGULATION E OF THE FEDERAL RESERVE BOARD;
- (D) ANY RULE OR REGULATION OF ANY AUTOMATED CLEARING SYSTEM; OR
- (E) ANY STATE ELECTRONIC FUNDS TRANSFER STATUTE OR REGULATIONS.

NO DESCRIPTIONS OR SPECIFICATIONS OF THE SERVICES SHALL CONSTITUTE REPRESENTATIONS OR WARRANTIES OF ANY KIND.

24.3 Account balances change periodically throughout the day due to the timing of transfers and other banking transactions. The Bank makes no representations or warranties regarding the accuracy of any information the Company receives when accessing information about its Authorized Account(s). The Bank does not guarantee the timeliness, sequence, accuracy, adequacy, or completeness of such information. THE BANK GIVES NO EXPRESS OR IMPLIED WARRANTIES (INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE) WITH RESPECT TO THE INFORMATION.

25. NOTICES, CHANGES, AND AMENDMENTS.

25.1 Notices and communications from Bank to Company regarding any Service may be oral, in writing, postage prepaid by first class mail, or hand-delivered, or may be delivered electronically, by facsimile or e-mail, or if a Service is provided by access to an internet website, then via the internet website. Company agrees that Bank may, in good faith, rely on any such oral instructions, which purport to come from Company or its agent without independent verification by Bank unless Security Procedures require otherwise. Bank's Notice to any Authorized Signer, Authorized Administrator, or Authorized User is notice to the Company. You agree to notify us of any changes to your mailing or e-mail address. If you do not notify us, you will hold us harmless from any consequences, including financial loss, resulting from your failure to notify us of the change in your mailing or e-mail address. Bank may change, add, or delete any procedures established pursuant to this Agreement, from time to time. Such changes shall automatically become effective immediately. If the Company rejects any such change, in writing, then the affected Service shall automatically terminate.

25.2 No representation or statement not expressly contained in this Agreement or in any amendment shall be binding upon Bank or Company.

25.3 Bank may amend or supplement this Agreement, Bank Rules, Implementation Forms, Internet Service Rules and Account Terms by giving Company ten (10) days written notice of such amendment or supplement. In addition, any Deposit Account Agreements and related Deposit Account signature cards and authorizations, Loan Account Agreements, the applicable Deposit and Loan Account disclosures, Bank's service schedule, Bank's Schedule of Funds Availability, any credit account agreements relating to any credit accounts Company may have with Bank (together, the "Bank Agreements, Schedules, and Disclosures"), the rules and regulations of any federal or state agency that supervises Bank's activities or insures accounts at Bank, and any applicable clearinghouse operating rules and guidelines, including, but not limited to, those of the

National Automated Clearing House Association ("NACHA") and any other applicable local clearing house association, may be amended from time to time in accordance with their terms. To the extent permitted by applicable law, Bank may amend any term of this Agreement without prior notice or obligation to the Company (i) if a service provider changes any term without providing Bank sufficient prior notice to enable Bank to timely notify Company; (ii) for security reasons; (iii) to comply with applicable law; or (iv) as otherwise expressly provided in this Agreement. Bank, within a reasonable time after the effective date of the amendments provided in (i)-(iv) above, will provide Company notice of such amendments and Company shall have ten (10) calendar days to object to any such amendments. Company agrees to be bound by the terms of any such amendments in (i)-(iv) prior to and during the period for objection. If no objection is made by the Company within the ten (10) calendar day period for objection, the Company is considered to have consented to the amendment. If the Company does not agree to the changes as set forth in an amendment, the Company may choose to terminate the services affected by the amendment prior to the effective date of the amendment or within the ten (10) day objection period provided above, by discontinuing further use of the service and following the procedures set forth in the Termination section of the Agreement.

26. USE OF THIRD PARTIES.

Bank's ability to provide certain Internet Services depends on its ability to obtain or provide access to Third Party Networks. In the event Bank determines, in its sole discretion, that it is unable to obtain or provide third party access, Bank may discontinue the related Internet Service or may provide Internet Service through an alternate Third Party Network, and shall have no liability for the unavailability of such access. Company shall notify Bank of the name of any third party hired by Company, employed by Company, or to whom Company delegates duties or responsibilities under this Agreement, before that third party initiates any transaction or performs an obligation authorized or required under this Agreement. Company agrees that it shall be solely responsible for all acts of such third party. Company shall provide information including security systems employed by such third party and financial information that Bank may, in its sole discretion, require from time to time regarding any third party vendor that Company may hire, employ, or retain in any manner, to initiate transactions or assume any of Company's duties under this Agreement. Company agrees that because of the risks involved in Internet Services that Company may utilize, Bank may refuse, in its sole discretion, to provide such Internet Services to Company if the third party retained by Company does not meet Bank's qualification criteria. Company agrees not to allow any third party to use Internet Services or to process any third party's transactions through Company's account without Bank's prior written consent.

27. MISCELLANEOUS.

- 27.1 Bank is an independent contractor and not Company's agent, partner, or employee.
- 27.2 Bank will use reasonable efforts to hold in confidence and not disclose to other than its affiliates, employees, agents, and independent contractors all confidential information received by Bank in the course of rendering its Services except to the extent disclosure is required by legal process or by any regulatory or supervisory agency. The Company acknowledges and agrees that Bank may employ third party servants, agents, independent contractors, or other persons or entities to perform such service, and that Bank will not be liable for disclosure by any third party servants, agents, independent contractors, or other persons or entities.
- 27.3 Absent manifest error, the records of Bank shall be conclusive evidence with respect to the matters governed by this Agreement.
- 27.4 Company expressly warrants that Company is not a "Consumer" as defined in Section 205.2(e) of Regulation E of the Board of Governors of the United States Federal Reserve Board pursuant to the Consumer Credit Protection Act, as amended, 15 U.S.C. 1601 et seq., and that the Services are for business, and not personal, family, or household purposes. Account eligibility may be reviewed for exceptions.

- 27.5 All of Bank's obligations, responsibilities, and covenants set forth in this Agreement, whether express or implied, shall be suspended if at any time Bank's compliance is prevented by, or is in conflict with, any federal or state law, regulation or rule, the order of any court of competent jurisdiction, acts of God or of the public enemy, war, epidemic, strike, lockout, riot, weather condition, equipment failure or malfunction, material shortage, electric power disruption or shortage, communication failure, or other condition or circumstance not wholly controlled by Bank.
- 27.6 Nothing in this Agreement, nor any course of dealing between the Company and Bank, constitutes a commitment or obligation to lend money or extend credit to the Company or to otherwise advance money to the Company for any reason, including payment of any item contrary to Bank's published availability schedules.
- 27.7 The general provisions set forth in this Agreement apply to any Service obtained by Company from Bank, whether or not that particular Service is provided for specifically in this Agreement or in other agreements between the Company and Bank and further apply to any new Service introduced by Bank and obtained by Company after the date on which this Agreement is delivered to Company.
- 27.8 In the event of any conflicts in the instructions received by Bank regarding the Company or any Entries, Bank may at its option, and with or without notice, hold or interplead, comply with the legal process or other order, or otherwise limit access by the Company or by Bank to the funds, Entries, or proceeds thereof.
- 27.9 For purposes of this Agreement and any addendums thereto, a Business Day is any day that Bank is open for business except Saturday, Sunday, and all Federal bank holidays. All transactions, deposits, instructions, and entries received by Bank on a day that is not a Business Day will be treated as if received by Bank on the next Business Day.
- 27.10 This Agreement shall be subject to such administrative rules as Bank may establish and disseminate from time to time governing the services it will provide in connection with Internet Services.
- 27.11 If applicable, Company must agree to the Bill Pay provider's Terms and Conditions for access to the Bill Pay services.
- 27.12 Certain provisions of the associated addendum(s) may require Company to have specified amounts of collected or available funds in Company account(s) at Bank at certain times. Bank is never 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 Company account(s), delaying collection of amounts due, or otherwise. If Bank does not elect to extend credit to Company, Company must immediately provide the funds sufficient to satisfy Company obligations under the associated addendum(s).
- 27.13 To the extent expressly provided for otherwise herein, should any inconsistency exist or arise between the terms of this Agreement, as it relates to any Internet Services, and the terms of any other agreements between Bank and Company, schedules and disclosures, the terms of this Agreement shall control, but only to the extent of the inconsistency. Furthermore, to the extent expressly provided for otherwise herein, should any inconsistency exist or arise between the General Provisions of this Agreement and the applicable Internet Service-specific provisions, the terms of the Internet Service-specific provisions shall control, but only to the extent of the inconsistency.
- 27.14 Company understands and agrees that (i) Bank's document retention policy may involve the imaging of documents, which includes, but is not limited to, the executed original of this

Agreement and any other document which evidences the actions taken regarding the subject matter of this Agreement and the destruction of the paper original, including the original of this Agreement and (ii) Company waives any right and/or defense that it may have to the use of such imaged copies in the defense of any claims or enforcement of any of the Bank's rights in a court of law or otherwise and/or as to any claim that such imaged copies are not originals.

27.15 No addendum to this Agreement shall be effective unless made in writing and either signed by duly authorized representatives of both parties, and/or signed by the party to be charged. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but such counterparts together shall constitute one instrument. If any provision of this Agreement is held to be unenforceable or invalid, the other provisions shall continue in full force and effect. The failure of either party to insist on strict performance of any of the provisions hereunder shall not be construed as the waiver of any subsequent default of a similar nature.

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

Bank of Houston

Signature of Authorized Representative

Printed Name

Title

Date

Signature of Authorized Representative

Printed Name

Title

Date

Treasury Management Schedule of Fees

(Last Revised 6/23/25)

Service	Price
<u>Depository Services</u>	
Analysis Maintenance	25.00
ZBA Master Account	20.00
ZBA Sub Account	10.00
Deposits	0.35
Deposited Items	0.10
Checks	0.15
ACH Debits	0.20
ACH Credits	0.20
Returned Deposit Items	5.00
Stop Payment in Banking Center	30.00
Stop Payment Online	20.00
NSF Fee	30.00
<u>Treasury Management Services</u>	
<u>ACH Services</u>	
ACH Monthly Maintenance	35.00
ACH Origination-per item	0.20
ACH Same Day-per item	0.50
ACH File Reversal Fee	20.00
ACH File Reversal per item Fee	0.25
ACH Returned Item Fee	5.00
<u>Fraud Prevention Services</u>	
ACH Full Block	15.00
ACH Positive Pay	15.00
ACH Positive Pay exceptions	0.00
Payee Positive Pay	20.00
Payee Positive Pay Exception	0.00
Full Reconciliation Reporting	15.00
Partial Reconciliation Reporting	10.00

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<u>Sweep Services</u>	
Line of Credit Maintenance Sweep	125.00
Investment (Repo) Sweep	125.00
Investment + LOC Maintenance Sweep	150.00
<u>Remote Services</u>	
Remote Deposit Capture-per location	50.00
Deposited Items	0.10
<u>Wholesale Lockboxes Services - eRemitt</u>	
WLB One Time Set up Fee	75.00
WLB Monthly Maintenance	125.00
WLB Per Item Fee	0.40
WLB Non-processable Item Fee	0.25
Per check image	0.20
Per document image	0.20
Per deposit	0.30
WLB Online Access Module Fee	70.00
<u>Wire Services</u>	
Wire Module Monthly Maintenance	30.00
Incoming Wire-Domestic	10.00
Incoming Wire-International	30.00
Outgoing Wire-Domestic Online	12.00
Outgoing Wire-Domestic (Bank)	25.00
Outgoing Wire-International Online (USD)	35.00
Outgoing Wire-International (Bank)	50.00